



**Chief  
Executive  
Office.**

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

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

**DATE: Wednesday, October 25, 2023**  
**TIME: 9:00 a.m.**

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

[Click here to join the meeting](#)

### **AGENDA**

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

**1. CALL TO ORDER**

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

- A.** Board Letter (CEO) for November 7, 2023 Board agenda:  
JOINT RESOLUTIONS BETWEEN THE BOARD OF SUPERVISORS AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES, CONSOLIDATED FIRE PROTECTION DISTRICT, AND COUNTY FLOOD CONTROL DISTRICT, VARIOUS COUNTY SANITATION DISTRICTS, AND OTHER AFFECTED TAXING ENTITIES ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE AS A RESULT OF PROPOSED ANNEXATIONS TO COUNTY SANITATION DISTRICTS (ANNEXATION NOS. 2-58, 14-438, 14-440, 20-103, 21-765, 21-767, 21-769, 21-770, 22-438, 22-440, 22-441, 22-442, 22-443, SCV-1107, SCV-1108, SCV-1110, SCV-1111, SCV-1112, SCV-1115, SCV-1117, SCV-1118, and SCV-1119)
- B.** Board Letter (LA County Library) for November 7, 2023 Board agenda:  
ACCEPT A GRANT AWARD OF \$106,238 FROM THE CALIFORNIA STATE LIBRARY FOR THE URBAN STATE PARKS OF LOS ANGELES COUNTY PROJECT AND DELEGATE AUTHORITY TO THE COUNTY LIBRARIAN TO ACCEPT GRANTS IN SUPPORT OF CALIFORNIA STATE PARKS PROGRAMS

- C.** Board Letter (Parks and Recreation) for November 7, 2023 Board agenda:  
APPROVAL OF AMENDMENT NUMBER ONE TO SOUTH WHITTIER AREA PARKS CONTRACT NUMBER 79331 TO ADD A NEW FACILITY AND INCREASE THE CONTRACT SUM
- D.** Board Letter (Parks and Recreation) for November 7, 2023 Board agenda:  
APPROVE EXTENSION OF THE CASTAIC LAKE OPERATING AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE STATE OF CALIFORNIA AGREEMENT NUMBER 15764
- E.** Board Letter (Parks and Recreation- Capital Programs) for November 7, 2023 Board agenda:  
KENNETH HAHN PARK  
JAPANESE GARDEN RENOVATION PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT,  
ACCEPT GRANT FUNDS,  
APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION  
ADJUSTMENT CAPITAL PROJECT NO. 8A020
- F.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
APPROVE COOPERATIVE AGREEMENT AND ADOPT, ADVERTISE, AND AWARD ALTADENA – ALTADENA DRIVE AND WASHINGTON BOULEVARD ROADWAY IMPROVEMENT  
PROJECT ID NO. RMD2504001  
IN THE CITY OF PASADENA AND IN THE UNINCORPORATED COMMUNITY OF ALTADENA
- G.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
WATER RESOURCES CORE SERVICE AREA  
LEASE BETWEEN THE COUNTY OF LOS ANGELES AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR FRANK G. BONELLI REGIONAL PARK AND RECREATION AREA IN THE CITY OF SAN DIMAS;  
FUNDING AGREEMENT FOR BONELLI PARK, PECK ROAD PARK IN THE UNINCORPORATED COUNTY AREA ADJACENT TO ARCADIA, AND CERTAIN HIKING AND EQUESTRIAN TRAILS LOCATED ON LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RIGHT OF WAY FOR FISCAL YEAR 2023-24
- H.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
ACQUISITION OF MAINTENANCE EQUIPMENT



- I.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
CHANGE ORDER FOR A CONSTRUCTION CONTRACT  
BRIDGE PREVENTIVE MAINTENANCE PROGRAM GROUP 10  
PROJECT ID NO. RDC0015916  
IN THE CITIES OF BALDWIN PARK, GLENDALE, INDUSTRY,  
IRWINDALE, PASADENA, POMONA, SIERRA MADRE, AND SOUTH  
PASADENA AND IN THE UNINCORPORATED COMMUNITIES OF  
AVOCADO HEIGHTS AND EAST IRWINDALE
- J.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
ANNEXATION AND LEVYING OF ASSESSMENTS FOR  
COUNTY LIGHTING DISTRICTS  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
PETITION NO. 56-1017  
AZUSA
- K.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
WATER RESOURCES CORE SERVICE AREA  
GRANT OF EASEMENT  
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO  
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
CHARTER OAK WASH, PARCEL 65GE, IN THE CITY OF COVINA
- L.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD  
JOB ORDER CONTRACT NOS. 6769 THROUGH 6783  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT  
PRESERVATION (RESURFACING), AND PAVEMENT RECONSTRUCTION  
(SUSTAINABLE) IN VARIOUS CITIES, UNINCORPORATED  
COMMUNITIES, AND FACILITIES COUNTYWIDE
- M.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
SERVICES CONTRACT  
WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ON-CALL SWEEPING SERVICES FOR FLOOD CONTROL  
MAINTENANCE ACTIVITIES
- N.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
MUNICIPAL SERVICES CORE SERVICE AREA  
AMENDMENT TO THE LOS ANGELES COUNTY CODE  
TITLE 16 – HIGHWAYS, CHAPTER 16.27 TO ESTABLISH AN ENHANCED  
OUTDOOR DINING PROGRAM WITHIN THE PUBLIC RIGHT OF WAY  
FOR THE UNINCORPORATED AREA OF LOS ANGELES COUNTY

- O.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ON-CALL PARKING METER COIN COLLECTION AND  
MAINTENANCE SERVICES IN THE UNINCORPORATED AREAS OF  
BELVEDERE, WALNUT PARK, AND MONTROSE
- P.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
SERVICES CONTRACT  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
SOLE SOURCE AMENDMENTS TO SIX SERVICE CONTRACTS  
FOR EXCLUSIVE RESIDENTIAL WASTE COLLECTION FRANCHISE  
CONTRACTS FOR VARIOUS UNINCORPORATED AREAS
- Q.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
SERVICES CONTRACT  
WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ON-CALL WEST COAST BASIN BARRIER PROJECT  
INJECTION WELL REDEVELOPMENT SERVICES
- R.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
SERVICES CONTRACT  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT FOR  
MESA HEIGHTS GARBAGE DISPOSAL DISTRICTS
- S.** Board Letter (Public Works) for November 7, 2023 Board agenda:  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
ANNEXATION AND LEVYING OF SEWER SERVICE CHARGES TO THE  
CONSOLIDATED SEWER MAINTENANCE DISTRICT OF PARCEL  
NO. 200-23 WITHIN THE CITY OF MAYWOOD
- T.** Board Letter (Public Works and Beaches and Harbors – Capital  
Programs) for November 7, 2023 Board agenda:  
CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
AUBREY AUSTIN PARK REHABILITATION PROJECT  
APPROVE CAPITAL PROJECT AND BUDGET APPROVE  
APPROPRIATION ADJUSTMENT APPROVE USE OF JOB ORDER  
CONTRACTING SPECS. 7795; CAPITAL PROJECT NO. 89222

- U.** Board Letter (Public Works - Capital Programs) for November 21, 2023 Board agenda (also on the 10/25/2023 Health and Mental Health Services Cluster):  
CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
LOS ANGELES GENERAL MEDICAL CENTER  
PAVERS REPAIR PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT  
APPROVE PROJECT BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACTING  
CAPITAL PROJECT NO. 8A001
- V.** Board Letter (CEO) for November 28, 2023 Board agenda:  
CALABASAS LANDFILL  
APPROVE THE AMENDED AND RESTATED JOINT POWERS  
AGREEMENT WITH COUNTY SANITATION DISTRICT NO. 2  
OF LOS ANGELES COUNTY AND ADOPT AMENDMENT TO COUNTY  
ORDINANCE
- W.** Board Letter (LA County Library) for November 28, 2023 Board agenda:  
2022-23 FISCAL YEAR-END REPORT FOR THE LIBRARY FACILITIES  
MITIGATION FEE FUNDS AND UPDATED CAPITAL IMPROVEMENT  
PLAN
- X.** Board Letter (Regional Planning) for November 28, 2023 Board agenda:  
PUBLIC HEARING ON THE GUN DEALER ORDINANCE (TITLE 22)  
PROJECT NO. PRJ2023-002078-(1-5)  
ADVANCE PLANNING PROJECT NO. RPPL2023003021

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

**CLOSED SESSION:**

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

Terry Rose Leeds v. County of Los Angeles, et al.  
Los Angeles Superior Court Case No. 21STCV21574  
Department of Beaches and Harbors

**4. ADJOURNMENT**

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023							
<b>BOARD MEETING DATE</b>	11/7/2023							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>							
<b>DEPARTMENT(S)</b>	CEO, Policy Implementation Alignment Branch							
<b>SUBJECT</b>	Negotiated Exchange of Property Tax Revenue as a Result of Proposed Annexations to County Sanitation Districts - Joint Resolutions							
<b>PROGRAM</b>	N/A							
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
<b>DEADLINES/ TIME CONSTRAINTS</b>	None							
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$0</td><td>Funding source: N/A</td></tr> <tr> <td colspan="2">TERMS (if applicable): Parcel adjustments at 1/100 of a cent, loss per \$1,000 of adjusted assessed value.</td></tr> <tr> <td colspan="2">Explanation: Tax transfer and future revenue growth is negligible and has minimal impact to the County.</td></tr> </table>		Total cost: \$0	Funding source: N/A	TERMS (if applicable): Parcel adjustments at 1/100 of a cent, loss per \$1,000 of adjusted assessed value.		Explanation: Tax transfer and future revenue growth is negligible and has minimal impact to the County.	
Total cost: \$0	Funding source: N/A							
TERMS (if applicable): Parcel adjustments at 1/100 of a cent, loss per \$1,000 of adjusted assessed value.								
Explanation: Tax transfer and future revenue growth is negligible and has minimal impact to the County.								
<b>PURPOSE OF REQUEST</b>	Approve and adopt Joint Resolutions for the annexation of territories into County Sanitation Districts. Parcel owners requested to be annexed to their respective County Sanitation Districts for off-site sewage disposal services. Proposed Annexation Nos. 2-58 in City of Los Angeles, 14-438 in City of Palmdale, 14-440 in unincorporated Quartz Hill, 20-103 in City of Palmdale, 21-765 in unincorporated Hacienda Heights, 21-767 in unincorporated North Pomona, 21-769 in City of Laverne, 21-770 in City of Claremont, 22-438 in City of West Covina, 22-440 in City of West Covina, 22-441 in City of Covina, 22-442 in City of Covina, 22-443 in unincorporated East Azusa, SCV-1107 in City of Santa Clarita, SCV-1108 in City of Santa Clarita, SCV-1110 in City of Santa Clarita, SCV-1111 in City of Santa Clarita, SCV-1112 in unincorporated Santa Clarita Valley, SCV-1115 in City of Santa Clarita, SCV-1117 in City of Santa Clarita, SCV-1118 in City of Santa Clarita, and SCV-1119 in City of Santa Clarita..							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Board letter processes yearly batch of Sanitation Annexations, no comments from Departments.							
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A							

<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: N/A
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Doyle Chow, Principal Analyst, (213) 893-0055, dchow@ceo.lacounty.gov



## 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](http://ceo.lacounty.gov)

#### CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

November 7, 2023

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

Dear Supervisors:

**JOINT RESOLUTIONS BETWEEN THE BOARD OF SUPERVISORS AS THE  
GOVERNING BODY OF THE COUNTY OF LOS ANGELES, CONSOLIDATED FIRE  
PROTECTION DISTRICT, AND COUNTY FLOOD CONTROL DISTRICT, VARIOUS  
COUNTY SANITATION DISTRICTS, AND OTHER AFFECTED TAXING ENTITIES  
ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE AS A  
RESULT OF PROPOSED ANNEXATIONS TO COUNTY SANITATION DISTRICTS  
(ANNEXATION NOS. 2-58, 14-438, 14-440, 20-103, 21-765, 21-767, 21-769, 21-770, 22-  
438, 22-440, 22-441, 22-442, 22-443, SCV-1107, SCV-1108, SCV-1110, SCV-1111, SCV-  
1112, SCV-1115, SCV-1117, SCV-1118, and SCV-1119)  
(FIRST AND FIFTH DISTRICTS)  
(3 VOTES)**

#### **SUBJECT**

This action is to adopt the Negotiated Property Tax Exchange Joint Resolutions associated with the annexation of territories into County Sanitation Districts Nos. 2, 14, 20, 21, 22, and the Santa Clarita Valley Sanitation Districts of Los Angeles County.

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

1. Approve and adopt Joint Resolutions between the Board of Supervisors (Board), as the governing body of the County, the Consolidated Fire Protection District, and the Los Angeles County Flood Control District, and on behalf of the LA County Library, Road District No. 1, Road District No. 4, Road District No. 5, and Lighting Maintenance District No. 1687; County Sanitation Districts Nos. 2, 14, 20, 21, 22, and the Santa Clarita Valley Sanitation Districts of Los Angeles County; and other affected taxing entities based on the negotiated exchange of property tax revenue related to proposed Annexation Nos. 2-58 in City of Los Angeles, 14-438 in City of Palmdale, 14-440 in



unincorporated Quartz Hill, 20-103 in City of Palmdale, 21-765 in unincorporated Hacienda Heights, 21-767 in unincorporated North Pomona, 21-769 in City of Laverne, 21-770 in City of Claremont, 22-438 in City of West Covina, 22-440 in City of West Covina, 22-441 in City of Covina, 22-442 in City of Covina, 22-443 in unincorporated East Azusa, SCV-1107 in City of Santa Clarita, SCV-1108 in City of Santa Clarita, SCV-1110 in City of Santa Clarita, SCV-1111 in City of Santa Clarita, SCV-1112 in unincorporated Santa Clarita Valley, SCV-1115 in City of Santa Clarita, SCV-1117 in City of Santa Clarita, SCV-1118 in City of Santa Clarita, and SCV-1119 in City of Santa Clarita.

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

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

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

In order for the Local Agency Formation Commission (LAFCO) for the County of Los Angeles to proceed with the required hearings on the proposed annexations, the Board, as the governing body of the County, Consolidated Fire Protection District, and the Los Angeles County Flood Control District, and on behalf of the LA County Library, Road District No. 1, Road District No. 4, Road District No. 5, and Lighting Maintenance District No. 1687, must also adopt the attached Joint Resolutions.

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

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

There is no base transfer of property taxes associated with these annexations. If the annexations are approved, the adopted joint resolutions will transfer a portion of the annual property tax growth attributable to the annexation areas from the County, Consolidated Fire Protection District, County Flood Control District, and the other affected taxing entities to the

affected Districts. The impact of the annexations to the County's share of incremental property tax growth for future years due to the proposed annexations is minimal and is reflected in Enclosure I.

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

Pursuant to Part 3, Division 3, Title 5 of the California Government Code, commencing with Section 56000, the Districts' adopted resolutions and filed an application with LAFCO to initiate proceedings for the reorganization of territory to the Districts. Section 99 of the Revenue and Taxation Code (R&T Code) requires that prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service area, or service responsibilities will be altered by such change, must negotiate a reallocation of property tax revenue between the affected agencies, and approve and accept such reallocation by resolution. The Districts and the other independent taxing entities have adopted the negotiated Joint Resolution for the subject reorganization, as required by Section 99 of the R&T Code.

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

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

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is not a project pursuant to the CEQA, because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. This proposed action is the creation of a government funding mechanism, a fiscal activity which does not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment.

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

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

### **CONCLUSION**

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



The Honorable Board of Supervisors  
November 7, 2023  
Page 4

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:CDM  
JFO:DC:pp

Enclosures

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

ENCLOSURE

November 7, 2023

**JOINT RESOLUTIONS BETWEEN THE BOARD OF SUPERVISORS AS THE  
GOVERNING BODY OF THE COUNTY OF LOS ANGELES, CONSOLIDATED FIRE  
PROTECTION DISTRICT, AND COUNTY FLOOD CONTROL DISTRICT, VARIOUS  
COUNTY SANITATION DISTRICTS, AND OTHER AFFECTED TAXING ENTITIES  
ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE AS A  
RESULT OF PROPOSED ANNEXATIONS TO COUNTY SANITATION DISTRICTS  
(ANNEXATION NOS. 2-58, 14-438, 14-440, 20-103, 21-765, 21-767, 21-769, 21-770, 22-  
438, 22-440, 22-441, 22-442, 22-443, SCV-1107, SCV-1108, SCV-1110, SCV-1111, SCV-  
1112, SCV-1115, SCV-1117, SCV-1118, and SCV-1119)  
(FIRST AND FIFTH DISTRICTS)  
(3 VOTES)**

This Board letter has large enclosures.

Click on link below to access:

[10-25-23 Item 2A-CEO - Sanitation District Annexations.pdf](#)

( [https://file.my.lacounty.gov/SDSIntra/countywide/snf/1149935\\_10-25-23Item2A-CEO-SanitationDistrictAnnexations.pdf](https://file.my.lacounty.gov/SDSIntra/countywide/snf/1149935_10-25-23Item2A-CEO-SanitationDistrictAnnexations.pdf) )

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023	
<b>BOARD MEETING DATE</b>	11/7/2023	
<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>	LA County Library	
<b>SUBJECT</b>	Accept a Grant Award of \$106,238 from the California State Library for the Urban State Parks of Los Angeles County Project and Delegate Authority to the County Librarian to Accept Grants in Support of California State Parks Programs	
<b>PROGRAM</b>	Urban State Parks of Los Angeles County	
<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: \$106,238	Funding source: California State Library
	TERMS (if applicable): The grant period is from August 1, 2023 through May 31, 2024	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Accept grant funding of \$106,238 from the California State Library for the Urban State Parks of Los Angeles County Project; authorize the County Librarian to execute documents, agreements or amendments associated with the acceptance and use of the grant; and delegate authority to the County Librarian to accept grants in support of California State Parks programs.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>Many children and individuals in low-income communities and communities of color don't have access to nature, even though research shows that spending time in the outdoors is associated with better mental and physical health. Some of the barriers that they face to accessing parks include proximity, feeling unwelcome due to language barriers, economic barriers, and not being exposed to the outdoors. By reducing barriers to park access and partnering with entities such as public libraries, California State can help more people explore the outdoors and gain the benefits of state parks.</p> <p>In 2022, The California State Library Parks Pass program distributed 26,000 free vehicle-day use hangtags to all library jurisdictions in the state for circulation to the public. LA County Library (Library) cardholders can utilize these park passes to visit over 200 participating state park units operated by State Parks.</p> <p>Acceptance of the grant will allow Library to highlight local state parks and promote the Parks Pass program through programming, resource materials, printed outdoor advertising, radio advertising, and social media marketing campaigns.</p>	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability: Approval of the grant award supports the vision of making the County more livable, economically stronger, more equitable, and more resilient, by introducing County residents to local state parks and reducing barriers to access, thereby promoting active and healthy lifestyles.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Grace Reyes (Library), Administrative Deputy, (562) 940-8406, <a href="mailto:greyes@library.lacounty.gov">greyes@library.lacounty.gov</a>

**SKYE PATRICK**  
Library Director



November 7, 2023

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

Dear Supervisors:

**ACCEPT A GRANT AWARD OF \$106,238 FROM THE CALIFORNIA STATE  
LIBRARY FOR THE URBAN STATE PARKS OF LOS ANGELES COUNTY PROJECT  
AND DELEGATE AUTHORITY TO THE COUNTY LIBRARIAN TO ACCEPT GRANTS  
IN SUPPORT OF CALIFORNIA STATE PARKS PROGRAMS  
(ALL SUPERVISORIAL DISTRICTS)**

**SUBJECT**

LA County Library (Library) is recommending that the Board of Supervisors accept a Parks Pass Grant award of \$106,238 from the California State Library (CSL) for the Urban State Parks of Los Angeles County Project, to create programming and a marketing campaign that will highlight the unique local State Parks and promote the Park Pass Program (Program) to the diverse communities of Los Angeles County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
2. Accept grant funding of \$106,238 from the California State Library for the Library's Urban State Parks of Los Angeles County Project.
3. Delegate authority to the County Librarian, or her designee, to execute documents, agreements or amendments associated with the acceptance and use of the grant, County Counsel approved as to form.

7400 E Imperial Hwy, Downey, CA 90242 | 562.940.8400 | [LACountyLibrary.org](http://LACountyLibrary.org)



**COUNTY OF LOS ANGELES SUPERVISORS**

**HILDA L. SOLIS**  
1st District

**HOLLY J. MITCHELL**  
2nd District

**LINDSEY P. HORVATH**  
3rd District

**JANICE HAHN**  
4th District

**KATHRYN BARGER**  
5th District

4. Delegate authority to the County Librarian, or her designee, to accept and execute grants and awards from the California State Library, federal, State, and other public and private agencies in support of California State Parks programs, subject to review and approval to Board offices, the Chief Executive Office and County Counsel's approval as to form.

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

Research shows that spending time outdoors is associated with improved mental and physical health, however, many California residents, particularly those living in low-income communities and communities of color face barriers to accessing parks including proximity, language and economic barriers, and lack of exposure. California has a wealth of state parks that are within driving distance of public libraries. Therefore, by partnering with public libraries, the state can reduce barriers and help more Californians explore the outdoors and gain the benefits of its parks.

The Parks Pass program (Program) was established from a partnership between California State Parks and the California State Library with the goal of connecting Californians to culture and history, developing positive health outcomes, encouraging natural resource stewardship, and breaking down barriers to the benefits of the outdoors. In April 2022, the Program distributed 26,000 free vehicle-day use hangtags to all library jurisdictions in the state for circulation to the public and can be used by library card holders at over 200 participating state park units operated by State Parks.

LA County Library will utilize the grant funding for outreach activities to promote the Program, while focusing on underserved communities that face barriers to park access. Library will host virtual and in-person programs related to local wildlife and plants at local non-profit sites, provide educational materials for checkout by library patrons, highlight public transportation routes to the parks, and partner with local State Park rangers to film at the parks, showcasing park features, activities, and ease of use. Additionally, Library will develop a marketing campaign consisting of advertisements on radio, billboards, bus tails, bus shelters, social media, and in libraries, to raise awareness of the State Parks located in the County of Los Angeles, especially those in the urban areas.

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

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets. The recommended actions support the Strategic Plan by introducing County residents to local state parks and reducing barriers to access, thereby promoting active and healthy lifestyles.

### **FISCAL IMPACT/FINANCING**

The \$106,238 grant award is funded by the California State Library. There is no match requirement. However, the Library will contribute staff time to supplement program needs.

The grant period is from August 2023 through May 2024. The grant award will be used to fund staff and purchase the necessary supplies and materials for the Library's Urban State Parks of Los Angeles County Project. Upon expiration of the grant funding, the Library is not obligated to continue with the program, and will eliminate or reduce, as appropriate, program costs funded by the grant.

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

After applying for the Parks Pass Grant, the Library was selected to receive a grant in the amount of \$106,238.

County policy requires grants submission to the Board of Supervisors for acceptance. A Grant Management statement is required when the grant amount is \$100,000 or more. (Attachment A).

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the CEQA requirements because they do not constitute a project according to Section 15378 of CEQA.

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

This grant will positively influence the health and well-being of the communities by reducing barriers and promoting the benefits of and access to State Parks through the Parks Pass Program.

The Honorable Board of Supervisors  
November 7, 2023  
Page 4

## **CONCLUSION**

If there are any questions or there is a need for additional information, please contact Yolanda Piña, Chief Deputy, at (562) 940-8412.

Respectfully submitted,

Skye Patrick  
County Librarian

SP:YP:GR:EM

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



EXECUTIVE OFFICE – BOARD OF SUPERVISOR

**AGENDA ENTRY**

DATE OF MEETING:	11/07/2023
DEPARTMENT NAME:	LA COUNTY LIBRARY
BOARD LETTERHEAD	LA COUNTY LIBRARY
SUPERVISORIAL DISTRICT AFFECTED	All
VOTES REQUIRED	3-VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION	APPROVE ( ) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( ) or NONE (X)

**\*\*\*\* ENTRY MUST BE IN MICROSOFT WORD \*\*\*\***

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Instructions: To comply with the Brown Act requirement the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources, and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

**TITLE: Library's Parks Pass Grant Award**

Recommendation: Accept a grant award of \$106,238 from the California State Library for the Urban State Parks of Los Angeles County Project which will highlight local state parks and promote the California State Library Parks Pass program. The grant award will be used for programming, promotional materials, and marketing to support the project.

## Los Angeles County Chief Administrative Office

### Grant Management Statement for Grants \$100,000 or More

<b>Department:</b> LA County Library			
<b>Grant Project Title and Description:</b> Urban State Parks of Los Angeles County			
Urban State Parks of Los Angeles County will highlight unique local State Parks and promote the California State Library Parks Pass program to the diverse communities of Los Angeles County through library programming, promotional materials, and marketing.			
<b>Funding Agency</b>	<b>Program (Fed. Grant #/State Bill or Code #)</b>	<b>Grant Acceptance Deadline</b>	
California State Library	PPP21-3-01	N/A	
<b>Total Amount of Grant Funding: \$106,238</b>		<b>County Match: 0</b>	
<b>Grant Period: August 2023 to May 2024</b>	<b>Begin Date: 8/1/2023</b>	<b>End Date: 5/31/2024</b>	
<b>Number of Personnel Hired Under This Grant:</b>	<b>Full Time: 0</b>	<b>Part Time: 0</b>	
<b><u>Obligations Imposed on the County When the Grant Expires</u></b>			
Will all personnel hired for this program be informed this is a grant-funded program? N/A	Yes	No	
Will all personnel hired for this program be placed on temporary ("N") items? N/A	Yes	No	
Is the County obligated to continue this program after the grant expires?	Yes	No <u>X</u>	
If the County is not obligated to continue this program after the grant expires, the Department will:			
a.) Absorb the program cost without reducing other services	Yes <u>X</u>	No	
b.) Identify other revenue sources (describe below)	Yes	No <u>X</u>	
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes <u>X</u>	No	
<b>Impact of additional personnel on existing space:</b>			
No Impact.			
<b>Other requirements not mentioned above:</b>			

Department Head Signature \_\_\_\_\_

Date: \_\_\_\_\_

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023		
<b>BOARD MEETING DATE</b>	11/7/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Parks and Recreation		
<b>SUBJECT</b>	APPROVAL OF AMENDMENT NUMBER ONE TO SOUTH WHITTIER AREA PARKS CONTRACT NUMBER 79331 TO ADD A NEW FACILITY AND INCREASE THE CONTRACT SUM		
<b>PROGRAM</b>	Prop A Service Contract		
<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>	Amendment Number One will add the park maintenance services of the Greater Whittier Regional Aquatic Center to the South Whittier Area Parks Contract 79331, effective December 1, 2023.		
<b>COST &amp; FUNDING</b>	Total cost:	\$44,288 annually	Funding source: General Fund
	TERMS (if applicable): The term of Amendment Number One will be concurrent to Contract 79331.		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	<p>The Department of Parks and Recreation (Department) is seeking the Board's authority to execute Amendment Number One (Amendment One) to the South Whittier Area Parks Contract 79331 (Contract) with LandCare USA LLC (LandCare) to expand the scope of work by adding the park maintenance services of the newly constructed Greater Whittier Regional Aquatic Center (Whittier Aquatic Center) and increasing the Contract sum from \$395,749 to \$440,037.</p> <p>The Department is also seeking the Board's authority to increase the annual cost of the Contract by up to ten percent, in any year, including any renewal options as needed for any unforeseen services/emergencies and/or additional work within the scope of the Contract.</p> <p>The Department's cost analysis for Amendment One shows that these services have been and continue to be performed more economically by an independent Contractor.</p> <p>The Department will not request the Contractor perform services that will exceed the approved maximum Contract amount, which may include the contingency fee, without the prior approval of the Board.</p>		
<b>BACKGROUND (include internal/external issues that may exist)</b>	On August 14, 2018, the Board established the Greater Whittier Regional Aquatic Center (Whittier Aquatic Center), Capital Project No. 69838. On July 21, 2020, the Board approved the funding for the Whittier Aquatic Center capital project. The Whittier Aquatic		

<b>including any related motions)</b>	<p>Center was substantially completed on November 10, 2022 and will be finalized by July 31, 2023. The Whittier Aquatic Center will require regular Park Maintenance services.</p> <p>On October 4, 2022, the Board approved the Contract with LandCare for three years, with two one-year options. The Contract with LandCare covers the area of the Whittier Aquatic Center.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how:</p>
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p>
<b>DEPARTMENTAL CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <p>Ruben Lopez, Chief of Contracts, Procurement, and Reservations Division 626-588-5300, <a href="mailto:rlopez@parks.lacounty.gov">rlopez@parks.lacounty.gov</a></p> <p>Dennis Morelos, Contracts Section Head, 626-588-5260 <a href="mailto:dmorelos@parks.lacounty.gov">dmorelos@parks.lacounty.gov</a></p>



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

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

November 7, 2023

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

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER ONE TO SOUTH WHITTIER AREA PARKS  
CONTRACT NUMBER 79331 TO ADD A NEW FACILITY AND  
INCREASE THE CONTRACT SUM  
(SUPERVISORIAL DISTRICT 4) (3 VOTES)**

**SUBJECT**

The purpose of the recommended action is to amend the existing South Whittier Area Parks Maintenance Contract, Number 79331 to add the newly-constructed Greater Whittier Regional Aquatic Center.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Find that the additional park maintenance services can be more economically performed by an independent contractor, rather than by Los Angeles County employees, as amended, and remains cost effective.
3. Delegate authority to the Director of Parks and Recreation, or her designee, to execute and sign Amendment Number One to the South Whittier Area Parks Maintenance Contract, Number 79331, with LandCare USA LLC to expand the scope of work by adding park maintenance services at Greater Whittier Regional Aquatic Center for an annual cost of \$44,288, increasing the annual contract amount from \$395,749 to \$440,037.

4. Authorize the Director of Parks and Recreation, or her designee, to increase the annual cost of South Whittier Area Parks Maintenance Contract Number 79331 by up to ten percent, in any year, including any renewal options, as needed, for any unforeseen services/emergencies and/or additional work within the scope of the contract.

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

The purpose of the recommended actions is to amend the existing South Whittier Area Parks Maintenance Contract No. 79331 (Contract) with LandCare USA LLC (LandCare), to provide park maintenance services at the newly-constructed Greater Whittier Regional Aquatic Center (Whittier Aquatic Center). The private sector has been providing park maintenance services for the South Whittier Area Parks (South Whittier Parks) since February 1984 as part of the continued effort, on behalf of the Department of Parks and Recreation (Department), to provide the best possible service to the public in a cost-effective manner.

On August 14, 2018, the Board established the Whittier Aquatic Center, Capital Project (C.P.) No. 69838. On July 21, 2020, the Board approved the funding for the Whittier Aquatic Center C.P. The Whittier Aquatic Center was substantially completed on November 10, 2022 and will be finalized by July 31, 2023. The Whittier Aquatic Center will require regular Park Maintenance.

On October 4, 2022, the Board approved the Contract with LandCare. The Contract with LandCare covers the area of the Whittier Aquatic Center. Through the proposed Amendment Number One (Amendment One), the park maintenance services at the Whittier Aquatic Center will be added to the Contract, enabling the Department to provide park maintenance services for the Whittier Aquatic Center, at the present service levels, and ensuring the continued enjoyment of the Whittier Aquatic Center patrons.

The Department's cost analysis for Amendment One show that these services have been and continue to be performed more economically by an independent Contractor.

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

The proposed Amendment One will promote and further the Board-approved Strategic Plan Goal II, Strategy II.2.2, Expand Access to Recreational and Cultural Opportunities, by enabling the Department to provide the public with access to clean and well-maintained parks, and to Realize Tomorrow's Government Today by pursuing operational effectiveness, fiscal responsibility, and accountability, Goal III.3. The proposed Amendment One will also promote Strategy II.3, Make Environmental Sustainability Our

Daily Reality, by reducing waste generation and recycling and reusing waste resources (Strategy II.3.1).

### **FISCAL IMPACT/FINANCING**

The annual cost for providing park maintenance services for the Whittier Aquatic Center will be \$44,288, increasing the total Contract sum of the Contract from \$395,749 to \$440,037. The Department will not request that the Contractor perform services that will exceed the approved maximum Contract amount, which may include the contingency fee, without the prior approval of the Board.

### **Operating Budget Impact**

Based on the recommended actions, the Department will incur ongoing operating costs of \$44,288. The approved FY 2022-23 New Facilities Request for the Greater Whittier Regional Aquatic Center includes ongoing funding for the maintenance service contract increase.

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

On December 14, 2021, the Department released a solicitation to provide parks maintenance services for the South Whittier Parks. On October 4, 2022, your Board approved a Contract with LandCare to provide the park maintenance services for South Whittier Parks.

Completion of the construction of the Aquatic Center will require a contract amendment to the current Contract, in order to provide park maintenance services to this new facility. The park maintenance services will be provided at the same service levels as the current Contract and maintain the same cost effectiveness.

The Proposition A cost analysis continues to indicate that the recommended action for parks maintenance services continues to be performed more economically by the private sector. The annual contract cost of \$440,037, represents the Contractor's direct cost for the South Whittier Parks and the Whittier Aquatic Center. This represents an estimated savings of \$152,133.34, less than the estimated annual County cost of \$592,170.34 to perform similar services for one year.

County Counsel has approved the attached Amendment Number One as to form, and LandCare has executed the Amendment Number One.

## **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed action to amend the existing South Whittier Area Parks Maintenance Contract No. 79331 with LandCare USA LLC, to provide park maintenance services at the newly constructed Greater Whittier Regional Aquatic Center, is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

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

The approval of the recommended action will ensure the continued provision of park maintenance services at the South Whittier Area Parks and the Greater Whittier Regional Aquatic Center, as provided by LandCare. The impact on current services will increase the additional park maintenance services, while maintaining the current service levels. There will be no employee impact to existing staff.

## **CONCLUSION**

Please instruct the Executive Officer-Clerk of the Board to forward three adopted copies of this letter to the Department of Parks and Recreation.

Should you have any questions please contact Mr. Matthew Green at (626) 588--5259 or via email at [mgreen@parks.lacounty.gov](mailto:mgreen@parks.lacounty.gov) or Mr. Ruben Lopez at (626) 588-5278 or via email at [rlopez@parks.lacounty.gov](mailto:rlopez@parks.lacounty.gov) or Ms. Astrid Ochoa at (626) 588-5368 or via email at [aochoa2@parks.lacounty.gov](mailto:aochoa2@parks.lacounty.gov).

Respectfully submitted,

Norma E. García-González  
Director

NEGG:AB:MR  
RL:DM:MG:rc

Enclosure

c: Chief Executive Officer



The Honorable Board of Supervisors  
November 7, 2023  
Page 5

County Counsel  
Executive Officer, Board of Supervisors

**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 79331  
FOR PARK MAINTENANCE SERVICES FOR SOUTH WHITTIER AREA PARKS**

**THIS AMENDMENT NUMBER 1 TO THE PARK MAINTENANCE SERVICES CONTRACT** made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BY AND BETWEEN THE

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

AND

**LANDCARE USA LLC**, hereinafter referred to as "Contractor" for park maintenance services, hereinafter referred to as "services" for the **SOUTH WHITTIER AREA PARKS**, hereinafter referred to as "facility."

**RECITALS**

**WHEREAS**, on October 4, 2022, the County Board of Supervisors (Board) approved Contract Number 79331 (Contract) with LandCare USA LLC (Contractor) for the provision of park maintenance services for the South Whittier Area Parks; and

**WHEREAS**, the County and Contractor agree to expand the park maintenance service requirements as set forth in Exhibit B, Statement of Work, of the Contract to include the park maintenance services to the newly constructed Greater Whittier Regional Aquatic Center; and

**WHEREAS**, pursuant to Section 8, Change Notices and Amendments, of the Contract, any changes, deemed by the Director of Parks and Recreation (Director) as necessary for proper park maintenance services, and which affect the Contractor's service requirements set forth in Exhibit B, and any corresponding changes in the Contract Sum, exceeding the annual contract amount plus ten percent (10%); and

**WHEREAS**, on September 12, 2023, the Board authorized the Director, or her designee, to execute and sign Amendment Number 1 to the Contract for the Contractor to provide park maintenance services at the newly constructed Greater Whittier Regional Aquatic Center and to increase the Contract sum; and

**WHEREAS**, the Director has prepared said Amendment Number 1 and Contractor concurs with the proposed modifications.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them does agree as follows:

## **1.0 STATEMENT OF WORK**

The existing Exhibit B, Statement of Work, Section 2.0, Facilities to be maintained, of the Contract, is amended to add the following: Greater Whittier Regional Aquatic Center, 8028 Pioneer Blvd., Whittier, CA 90606.

## **2.0 CONTRACTOR'S SERVICES**

The Contractor's services shall be expanded to include the park maintenance services of the newly constructed Greater Whittier Regional Aquatic Center, 8028 Pioneer Blvd., Whittier, CA 90606, in the manner and form described in Exhibit B, Statement of Work, Section II, "On-Going Maintenance Tasks", of the Contract.

## **3.0 PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

The Contractor shall provide the required park maintenance services at the Greater Whittier Regional Aquatics Center in accordance with the attached Exhibit A-1, Pricing and Billing Schedule and Performance Frequencies, Greater Whittier Regional Aquatic Center, for an annual cost of Forty-Four Thousand Two Hundred Eighty-Eight Dollars (\$44,288) and to increase the annual contract costs for all facilities to Four Hundred Forty Thousand Thirty-Seven Dollars (\$440,037).

## **4.0 RATIFICATION**

All other terms, conditions, covenants and promises of the Contract not affected by this Amendment Number 1 shall remain in full force and effect and are hereby reaffirmed.

## **5.0 EFFECTIVE DATE**

The effective date of this Amendment Number 1 to Contract Number 79331 shall be the date, month, and year first written above.

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**IN WITNESS WHEREOF**, Contractor has executed this Amendment Number 1, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number 1 to be executed on its behalf by the Director of Parks and Recreation, and attested thereof on the day, month and year first above written.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_

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

**CONTRACTOR**

By *Alec Ryan*  
LandCare USA LLC

**APPROVED AS TO FORM:**

DAWYN R. HARRISON  
County Counsel

By *Rory Lo Allen*  
Senior Deputy County Counsel

## EXHIBIT A-1

### PRICING AND BILLING SHEDULES AND PERFORMANCE FREQUENCIES

#### South Whittier Area Parks

FACILITY: Greater Whittier Regional Aquatic Center

SOW		ANNUAL FREQUENCY	COST PER FREQUENCY*	ANNUAL COSTS
<b>GROUP I</b>				
17	Mowing			
Group I Total On-Going Costs Per Year				=====
				Not Applicable
				=====
<b>GROUP II</b>				
SOW				
20	4. Mechanical Edging			
	b. Ground Cover Areas	12	\$74.00	\$888.00
	Tasks performed once per month			
21	5. Weed Removal in Areas Where it is Impractical to use Chemicals			
	a. Walks, Beds, Planters, Hardscape	52	\$52.00	\$2,704.00
	Tasks performed once per week.			
22	6. Litter Control			
	a. Developed Areas	364	\$12.00	\$4,368.00
	Tasks performed daily			
23	7. a. Empty Exterior Trash Containers	364	\$6.00	\$2,184.00
	Tasks performed daily			
24	8. Trash Bin Contents-Removal From Site	104	\$3.00	\$312.00
	2 each 5 cubic yard bins (Monday , Friday)			
25	9. Raking			
	a. Turf Under Trees	12	\$37.00	\$444
	Tasks performed once each month.			
	b. Planter Beds and Planters	52	\$22.00	\$1,144
	Tasks performed once each week.			
26	10. Clearance Pruning/Hedge Trimming			
	a. Tree Clearance	12	\$23.00	\$276
	Tasks performed once each month.			
	b. Shrub Pruning	12	\$15.00	\$180
	Tasks performed once every 3 moths.			
	c. Hedge Shaping and Trimming	12	\$30.00	\$360
	Tasks performed once every 3 moths.			
	d. Ground Cover Thinning	12	\$15.00	\$180
	Tasks performed once month.			
27	11. Sweeping			
	a. Hard Surfaces, Walks, Steps, Parking Lot Corners, Tennis Courts	364	\$40.00	\$14,560
	Tasks performed daily except on washing days			
29	13. Graffiti Control			
	a. Exterior	364	\$4.00	\$1,456
	As noted in Section 29.1 of SOW; daily.			
	b. Interior	364	\$2.00	\$728
	As noted in Section 29.2 of SOW; daily.			

\*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

## EXHIBIT A-1

### PRICING AND BILLING SHEDULES AND PERFORMANCE FREQUENCIES

#### South Whittier Area Parks

		ANNUAL FREQUENCY	COST PER FREQUENCY*	ANNUAL COSTS
<b>GROUP II continued</b>				
30	14. Sand/ Fibar Play Area			
	a. Inspect Playground Site and Equipment for Safety	364	\$4.00	\$1,456
	Tasks performed on a daily basis.			
	c. Sweep Walks Around Play Area/Return Sand/Fibar to Play Area	364	\$2.00	\$728
	Tasks performed on a daily basis.			
73.3	17.5 a. Plant Replacement/Installation	4	\$150.00	\$600
	Installation of new/replacement plants shall be performed four times annually at the discretion and instruction of the Director; quality of plants may vary based on the dead/deceased replacement.			
	b. Mulch Replacement	4	\$100.00	\$400
	Mulch shall be replaced 4 times per year at the instruction and discretion of the Director			
34	18. Fertilization	2	\$300.00	\$600
	Tasks performed as indicated in SOW; three times annually as scheduled by the Director following Broadleaf eradication.			
35	19. Rodent Control			
	a. Per Specifications in Subsection 35.1	12	\$16.00	\$192
	Tasks performed monthly			
	b. Per Specifications in Subsection 35.2	52	\$16.00	\$832
	Tasks performed prior to each mowing operation			
73.3	19.5 Red Imported Fire Ants Eradication			
	a. Facility shall be baited twice annually as instructed by the Director	2	\$24.00	\$48
	b. Facility shall be spot treated monthly as needed as instructed by the Director	12	\$16.00	\$192
36	20. Swales and Drains	12	\$6.00	\$72
	Tasks performed as specified, once per month			
37	21. Service Yards and Storage Areas	12	\$3.00	\$36
	Tasks performed as specified, once per month.			
38	22. Group II Site Inspection and Reporting	364	\$2.00	\$728
	Per requirements specified Section 38 of SOW			
39	23. Group II Management/Supervision	364	\$2.00	\$728
	Per requirements specified Section 39 of SOW			
Group II Total On-Going Costs Per Year				=====
				\$36,396.00
				=====
<b>GROUP III</b>				
SOW				
40	24. Sports Field Maintenance			
Group III Total On-Going Costs Per Year				=====
				Not Applicable
				=====
<b>GROUP IV</b>				
SOW				
	27. Building Maintenance			
Group IV Total On-Going Costs Per Year				=====
				Not applicable
				=====

\*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT A-1  
PRICING AND BILLING SHEDULES AND PERFORMANCE FREQUENCIES  
South Whittier Area Parks

		ANNUAL FREQUENCY	COST PER FREQUENCY*	ANNUAL COSTS
SOW	<b>GROUP V</b>			
54	36. Chemical Application b. Beds and Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play Areas Patios, Walkways, Curb and Gutter, Expansion Joints Roadways, Stream Beds, withSystemic Herbicides Once each month March, June & September.	12	<u>\$100.00</u>	<u>\$1,200</u>
55	37 Broadleaf Control Tasks performed as indicated in SOW; once annually subject to weather conditions and as scheduled by the Director.	2	<u>\$150.00</u>	<u>\$300</u>
57	39. Group V Site Inspection and Reporting Per requirements specified in Section 57 of SOW.	12	<u>\$2.00</u>	<u>\$24</u>
58	40. Group V Management/Supervision Per requirements specified in Section 58 of SOW.	12	<u>\$2.00</u>	<u>\$24</u>
Group V Total On-Going Costs Per Year				<u><u>\$1,548.00</u></u>

<b>GROUP VI</b>				
SOW				
59	41. Irrigation/Watering a. Valve Box Integrity - Replace Covers, Check Safety & Security Tasks performed on a daily basis.	364	<u>\$2.00</u>	<u>\$728</u>
60	b. Inspect, Operate, Control and Make Adjustments Tasks performed on a weekly basis (or more frequently if problems warrant it).	52	<u>\$30.00</u>	<u>\$1,560</u>
60	c. Repair, Replace, Relocate Sprinkler Heads Tasks performed weekly, as determined by Director.	52	<u>\$50.00</u>	<u>\$2,600</u>
61	42. Group VI Site Inspection and Reporting Per requirements specified in Section 61 of SOW.	364	<u>\$2.00</u>	<u>\$728</u>
62	43. Group VI Management/Supervision Per requirements specified in Section 62 of SOW.	364	<u>\$2.00</u>	<u>\$728</u>
Group VI Total On-Going Costs Per Year				<u><u>\$6,344.00</u></u>

**ANNUAL COSTS - GREATER WHITTIER REGIONAL AQUATIC CENTER**

GROUP I	Not Applicable
GROUP II	<u>\$36,396.00</u>
GROUP III	Not Applicable
GROUP IV	Not applicable
GROUP V	<u>\$1,548.00</u>
GROUP VI	<u>\$6,344.00</u>
=====	
<b>TOTAL ANNUAL COSTS</b>	<u><b>\$44,288.00</b></u>
=====	

**HOURS AND DAYS OF MAINTENENACE SERVICES**  
For the months of November through April, 7:00 a.m. to 3:30 p.m.  
  
For the months of May through October, 6:00 a.m. to 2:30 p.m.

\*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023	
<b>BOARD MEETING DATE</b>	11/7/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Parks and Recreation	
<b>SUBJECT</b>	APPROVE EXTENSION OF THE CASTAIC LAKE OPERATING AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE STATE OF CALIFORNIA AGREEMENT NUMBER 15764	
<b>PROGRAM</b>	Operating Agreement	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current extension expires November 17, 2023. Approval of the recommended action to extend the Agreement will assure the continued management, operation, and maintenance of Castaic Lake.	
<b>COST &amp; FUNDING</b>	Total cost: No additional cost	Funding source: General Fund; \$957,529.40 from State Department of Water Resources to conduct a quagga mussel vessel inspection program at Castaic Lake and Pyramid Lake
	TERMS (if applicable): The term of the Extension will be 3 years	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	<p>The Department of Parks and Recreation is seeking the Board of Supervisor's (Board) authority to extend the current Operating Agreement Number 15764 (Agreement) for the management, operation, and maintenance of the Castaic Lake State Recreation Area (Castaic Lake) for two years, with an additional month-to-month holdover not to exceed 12 months, for a total of three years in order to complete negotiations with the State of California (State) for a new agreement.</p> <p>The County of Los Angeles (County) and the State continue negotiating multiple complex changes both to the content and responsibility of both parties. The State is currently reviewing additional changes recommended by the County. These ongoing negotiations, which require further involvement by the State Department of Parks and Recreation, the State Department of Water Resources, and the County, will require additional time to ensure that optimal recreational opportunities are provided to the public.</p> <p>The recommended action does not require additional funding. For Fiscal Year 2023-2024, the Department will be receiving \$957,529.40 from State Department of Water Resources to conduct a quagga mussel vessel inspection program at Castaic Lake and Pyramid Lake. Based on the current Agreement, the Department will continue to manage, operate and maintain Castaic Lake at the same level of net County cost funding that is available in the Department's Operating Budget.</p>	



<b>BACKGROUND</b> <b>(include internal/external issues that may exist including any related motions)</b>	<p>The current Agreement between the State and the County authorizes the County to operate and maintain Castaic Lake and to provide recreational activities including, but not limited to, boating activities, fishing, water skiing, personal watercraft, windsurfing, swimming, non-motorized boating, hiking, mountain biking, overnight camping, picnicking, and special events.</p> <p>The Agreement was entered into on November 18, 1969 by and between the County and the State's Department of Parks and Recreation for the management, operation, and maintenance of the Castaic Lake State Recreation Area for a period of 50 years, with an expiration date of November 17, 2019. On November 5, 2019, the Board authorized the Director of Parks and Recreation (Director) to execute an extension letter with the State extending the Agreement on a month-to-month basis for a period not to exceed 24 months, through November 17, 2021. On November 2, 2021, the Board authorized the Director to extend the Agreement for an additional two-year period.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Ruben Lopez, Chief of Contracts and Procurement Division 626-588-5300, <a href="mailto:rlopez@parks.lacounty.gov">rlopez@parks.lacounty.gov</a> Dennis Morelos, Contracts Section Head, 626-588-5260 <a href="mailto:dmorelos@parks.lacounty.gov">dmorelos@parks.lacounty.gov</a>



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

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

November 7, 2023

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

Dear Supervisors:

**APPROVE EXTENSION  
OF THE CASTAIC LAKE OPERATING AGREEMENT BETWEEN  
THE COUNTY OF LOS ANGELES AND THE STATE OF CALIFORNIA  
AGREEMENT NUMBER 15764  
(DISTRICT 5) (3-VOTES)**

**SUBJECT**

The Department of Parks and Recreation is requesting the Board's approval and authorization to extend the term of Agreement Number 15764 with the State of California for two years, with a month-to-month holdover not to exceed 12 months, to allow the Department of Parks and Recreation and the State of California to complete negotiations for a new operating agreement of Castaic Lake.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed approval of the month-to-month extension of the current Operating Agreement Number 15764 is not a project under the California Environmental Quality Act for the reasons stated in this Board Letter and the record of the agreement extension.
2. Authorize the Director of Parks and Recreation, or her designee, to extend the current Operating Agreement Number 15764 for the management, operation, and maintenance of the Castaic Lake State Recreation Area for two years, with an additional month-to-month holdover not to exceed 12 months, for a total of three years in order to complete negotiations with the State of California for a new agreement.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The current Operating Agreement (Agreement) between the State of California (State) and the County of Los Angeles (County) authorizes the County to operate and maintain the Castaic Lake State Recreation Area (Castaic Lake) and to provide recreational activities including, but not limited to: boating activities, fishing, water skiing, personal watercraft, windsurfing, swimming, non-motorized boating, hiking, mountain biking, overnight camping, picnicking, and special events.

The Agreement was entered into on November 18, 1969 by and between the County and the State's Department of Parks and Recreation and Department of Water Resources (collectively the State) for the management, operation, and maintenance of the Castaic Lake for a period of 50 years, with an expiration date of November 17, 2019. On November 5, 2019, the Board of Supervisors authorized the Director of Parks and Recreation (Director) to execute an extension letter with the State extending the Agreement on a month-to-month basis for a period not to exceed 24 months, through November 17, 2021. On November 2, 2021, the Board authorized the Director the Agreement for an additional two (2) year period.

The County and the State continue negotiating multiple complex changes both to the content and responsibility of the parties. The State is currently reviewing additional changes recommended by the County. These ongoing and complex three-party negotiations, including the County, State Department of Parks and Recreation, and the State Department of Water Resources, will require additional time to ensure that optimal recreational opportunities are provided to the public.

Approval of the recommended action to extend the Agreement for up to an additional two years will assure the continued management, operation, and maintenance of Castaic Lake until negotiations are completed.

## **Implementation of Strategic Plan Goals**

The recommended action will further the County's Strategic Plan Goals to Foster Vibrant and Resilient Communities by supporting the wellness of our Communities (Goal II), and to Realize Tomorrow's Government Today by pursuing operational effectiveness, fiscal responsibility, and accountability (Goal III).

## **FISCAL IMPACT/FINANCING**

Based on the current Agreement, the Department will continue to manage, operate and maintain Castaic Lake at the same level of net County cost funding that is available in the Department's Operating Budget. The County does not receive any funding from the State

for the operation and maintenance of Castaic Lake, with the exception of a grant from the Department of Water Resources to conduct a quagga mussel vessel inspection program.

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

Pursuant to the provisions of Section 5080.30 of the Public Resources Code, counties and the State may enter into agreements for the care, maintenance, and control of lands under the jurisdiction of the State, for the purposes of the State Park System.

Approval of the recommended actions is consistent with said provisions.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed approval of the Agreement extension is not subject to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. This proposed action to extend the term of Agreement Number 15764 with the State for two years, with a month-to-month holdover not to exceed 12 months, is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

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

Approval of this action will ensure continued services for the operation and maintenance of the Castaic Lake State Recreation Area.

### **CONCLUSION**

It is requested that three (3) adopted copies of the action taken by the Board be forwarded to the Department.

Should you have any questions, please contact Mr. Dennis Morelos at (626) 588-5260 or at [dmorelos@parks.lacounty.gov](mailto:dmorelos@parks.lacounty.gov), Mr. Ruben Lopez at (626) 588-5300 or at [rlopez@parks.lacounty.gov](mailto:rlopez@parks.lacounty.gov), or Ms. Astrid Ochoa at (626) 588-5355 or via email at [aocchoa2@parks.lacounty.gov](mailto:aocchoa2@parks.lacounty.gov).

Respectfully submitted,

Norma E. García-González  
Director

The Honorable Board of Supervisors  
November 7, 2023  
Page 4

NEGG:AB:MR  
RL:DM:MG:rc

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023			
<b>BOARD MEETING DATE</b>	11/7/2023			
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>			
<b>DEPARTMENT(S)</b>	Parks and Recreation			
<b>SUBJECT</b>	Kenneth Hahn Park Japanese Garden Renovation Project			
<b>PROGRAM</b>	N/A			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:			
<b>DEADLINES/ TIME CONSTRAINTS</b>	None			
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$2,600,000</td><td>Funding source: (Measure A) Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure of 2016</td></tr> </table>		Total cost: \$2,600,000	Funding source: (Measure A) Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure of 2016
Total cost: \$2,600,000	Funding source: (Measure A) Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure of 2016			
	TERMS (if applicable): Community engagement and grantor signage are required.			
	Explanation: Community engagement to include Information Sharing and two Dedicated Participatory Engagement events. Permanent signage showing RPOSD assistance and branding required.			
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will find the proposed Kenneth Hahn State Recreation Area Japanese Garden Renovation Project (Project) exempt from the California Environmental Quality Act (CEQA); allow the Department of Parks and Recreation to accept funds and execute all grant documents with the Regional Park and Open Space District (RPOSD); establish Capital Project Number 8A020; and, approve the proposed project budget and appropriation adjustment. The recommended actions will also authorize the Department of Parks and Recreation (Department) to implement the proposed Project through a Board-approved Job Order Contract.			
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The proposed Project is located at Kenneth Hahn State Recreation Area (KHSRA) at 4100 South Cienega Boulevard, in the unincorporated community of Ladera Heights. The 346-acre regional park includes a Japanese garden with a koi pond, a fishing lake, visitor center, children's play areas, sports courts, picnic areas, restrooms, multipurpose sports fields, scenic lookout points, over 7 miles of walking paths, and several parking lots.</p> <p>KHSRA serves the greater South Los Angeles region, an area of very high park need according to the 2016 Los Angeles Countywide Parks and Recreation Needs Assessment and the 2022 Park Needs Assessment Plus. It is the only County-operated regional park in South Los Angeles. The Doris Japanese Garden at the northwest side of the park is a popular attraction where visitors enjoy the serene garden with its koi pond, and city views. With the increasing popularity of the Park to Playa Trail and Bridge, the adjacent Garden is even more popular with visitors to the park.</p>			

	<p>However, with increased demand, the Doris Japanese Garden is clearly showing signs of wear and tear. The Garden has not had a significant renovation in over a decade and is in need of improvements. Wooden building elements including the gateway and bridge have considerable termite damage; the pond is in need of refurbishment to prevent leaks and algae growth; the restroom building requires ADA upgrades; and walking paths and landscaping need to be redesigned.</p> <p>The proposed Project will refurbish structures, paving, and a restroom building within the Garden; remodel walking paths and landscape elements; and refurbish the pond, shoreline, and related improvements. The scope will be delivered by Job Order Contract.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Equity Explorer, 2016 L.A. Countywide Parks and Recreation Needs Assessment, and the 2022 Park Needs Assessment Plus were used to review the needs priority for the area.
<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: <p>The proposed recommendations will further the County Strategic Plan Goals of operational effectiveness, fiscal responsibility, and accountability (Goal III.3) via investments in public infrastructure that will sustain and improve County services and facilities and supporting the wellness of our communities (Goal II.2) by expanding access to recreational and cultural opportunities and promoting active and healthy lifestyles through the built environment.</p> <p>Implementation of County Sustainability Goals</p> <p>The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Projects will be designed to achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2), protecting ecosystems, habitats, and rich biodiversity (Goal 5), and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).</p> <p>Implementation of County Anti-Racism, Diversity, and Inclusion Initiative</p> <p>The proposed 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 Department has developed and proposes implementation of the project to support the most disadvantaged geographies and populations.</p>
<b>DEPARTMENTAL CONTACTS</b>	<p>Mark Glasscock          Principal Facilities Project Manager          (626)588-5304  <a href="mailto:mglasscock@parks.lacounty.gov">mglasscock@parks.lacounty.gov</a></p> <p>Daniel Abratte          Section Head          (626)588-5350  <a href="mailto:dabratte@parks.lacounty.gov">dabratte@parks.lacounty.gov</a></p>



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

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

November 7, 2023

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

Dear Supervisors:

**KENNETH HAHN PARK  
JAPANESE GARDEN RENOVATION PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT,  
ACCEPT GRANT FUNDS,  
APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 8A020  
(SUPERVISORIAL DISTRICT 2) (FY 2023-2024-VOTES)**

**SUBJECT**

Approval of the recommended actions will find the proposed Kenneth Hahn Park Japanese Garden Renovation Project exempt from the California Environmental Quality Act; delegate authority to the Director of Parks and Recreation, or her designee, to accept grant funds; establish and approve the capital project; approve the proposed Kenneth Hahn Park Japanese Garden Renovation Project budget and appropriation adjustment; and authorize the Director of the Department of Parks and Recreation, or her designee, to deliver the proposed Kenneth Hahn Park Japanese Garden Renovation Project through Board-approved Job Order Contracts.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Kenneth Hahn Park Japanese Garden Renovation Project categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the project records.
2. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, as the agent of the County, to accept grant funds, conduct all negotiations; and execute and submit all documents including, but not limited to, agreements, deed restrictions, amendments; and payment requests which may be necessary for the



completion of the Kenneth Hahn Park Japanese Garden Project, from the Regional Park and Open Space District's annual allocation funding, under the Los Angeles County Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 (Measure A) in the amount of \$2,600,00.

3. Establish and approve the Kenneth Hahn Park Japanese Garden Project, Capital Project Number 8A020, with a total project budget of \$2,600,000.
4. Approve an appropriation adjustment in the amount of \$2,600,000 by appropriating \$2,600,000 in grant revenue from the Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure of 2016 to Capital Project Number 8A020 to fully fund the proposed Kenneth Hahn Park Japanese Garden Renovation Project.
5. Authorize the Director of the Department of Parks and Recreation, or her designee, to carry out the Kenneth Hahn Park Japanese Garden Renovation Project through a Board-approved Job Order Contract.

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

Approval of the recommended actions will find the proposed Kenneth Hahn Park Japanese Garden Renovation Project (Project) exempt from the California Environmental Quality Act (CEQA); allow the Department of Parks and Recreation (Department) to accept grant funds and execute all grant documents with the Regional Park and Open Space District (RPOSD); establish Capital Project Number 8A020; and, approve the proposed Project budget and appropriation adjustment. The recommended actions will also authorize the Department to implement the proposed Project through a Board-approved Job Order Contract (JOC).

The proposed Project is located at Kenneth Hahn State Recreation Area (KHSRA) at 4100 South Cienega Boulevard, in the unincorporated community of Ladera Heights. The 346-acre regional park includes a Japanese garden with a koi pond, a fishing lake, visitor center, children's play areas, sports courts, picnic areas, restrooms, multipurpose sports fields, scenic lookout points, over 7 miles of walking paths, and several parking lots.

KHSRA serves the greater South Los Angeles region, an area of very high park need according to the 2016 Los Angeles Countywide Parks and Recreation Needs Assessment and the 2022 Park Needs Assessment Plus. It is the only County-operated regional park in South Los Angeles. The Doris Japanese Garden (Garden) at the northwest side of the park is a popular attraction where visitors enjoy the serene garden with its koi pond and city views. Its popularity has recently increased with the opening of the adjacent Park to Playa Trail and Bridge.

However, the Garden has not had a significant renovation in over a decade and its features, amenities and landscaping have outlived their useful lives. The wooden elements, including the thematic entrance gateway and bridge, have considerable weathering and termite damage; the pond has recurrent leaks and algae growth due to poor water aeration and circulation; the restroom building needs cosmetic and accessibility upgrades; the irrigation system needs replacement to improve efficiency and reliability; and the landscaping needs replacement to improve aesthetics consistent with the Japanese garden theme.

The proposed Project will refurbish the Garden structures including the entryway and bridge; refurbish the pond and shoreline; provide accessibility and cosmetic improvements to the existing restroom building; update the existing irrigation system; and update the landscaping and related amenities.

The proposed Project will be delivered through a Board-approved Job Order Contract (JOC). Department staff will utilize the services of a Board-approved as-needed Landscape Architecture consultant to provide engineered drawings and specifications

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

The proposed recommendations will further the County Strategic Plan Goals of operational effectiveness, fiscal responsibility, and accountability (Goal III.3) via investments in public infrastructure that will sustain and improve County services and facilities and supporting the wellness of our communities (Goal II.2) by expanding access to recreational and cultural opportunities and promoting active and healthy lifestyles through the built environment.

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

The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Projects will be designed to achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2), protecting ecosystems, habitats, and rich biodiversity (Goal 5), 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 proposed 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 Department has developed and proposes implementation of the project to support the most disadvantaged geographies and populations.

### **FISCAL IMPACT/FINANCING**

The total project cost of \$2,600,000 includes plans and specifications, jurisdictional review and permits, consultant services, construction, change order/contingency, civic art, and County services. The Project Schedule and Budget Summary are included in Attachment I.

Approval of the appropriation adjustment (Attachment II) will reflect a total increase of \$2,600,000 in appropriation to the Kenneth Hahn Park Japanese Garden Renovation Project, Capital Project Number 8A020, fully offset with revenue from the Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 (Measure A) funds to fully fund the proposed Project.

### **Operating Budget Impact**

Based on the proposed Project description, the Department does not anticipate any one-time costs or ongoing costs for the proposed Project. The provisions of the proposed Project has maintenance requirements that will be fulfilled with existing Departmental staff and resources.

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

Approval of the recommended actions will authorize the Department to implement the proposed Project using Board-approved JOC as the work involves repair, remodeling, refurbishment, and maintenance of County facilities. The standard Board-directed clauses that provide for contract termination, negotiation, and hiring displaced County employees will be included in the JOC.

JOC contractors who are awarded a contract will be required to fully comply with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), Chapter 2.203 (Contractor Employee Jury Service Program), and Chapter 2.201 (Living Wage Program). The Project will proceed in accordance with the Board's consolidated Local and Targeted Worker Hire Policy (LTWHP) adopted on September 6, 2016, and last amended on June 11, 2019.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project budget includes one percent (1%) of

eligible design and construction costs, in the amount of \$26,000, to be allocated towards Civic Art.

On June 11, 2019, the Board delegated authority to the Director of Parks and Recreation, or her designee, to accept grants up to \$2 million. This grant from RPOSD exceeds \$2 million.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The Project, which will provide improvements to the gate entry, bridges, pond, landscape, and accessibility to the restrooms and walkway to comply with ADA and Title 24 requirements, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (a)(b)(d)(h), and 15304 (a)(b) of the State CEQA Guidelines and Classes 1 (c)(d)(e)(j), and 4 (a)(c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Project provides minor alterations of existing park facilities involving negligible or no expansion of an existing use and minor alterations to land which will not involve the removal of healthy, mature, and scenic trees.

Based on the proposed Project records, it will comply with all applicable regulations, and it is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

### **CONTRACTING PROCESS**

Implementation of the improvements will be completed using a Board-approved JOC. The Department has made the determination that JOC is the most appropriate procurement method for delivery of the construction scope.

The Department will be required to comply with requirements of the grant agreement. County Counsel is consulted prior to execution of the grant agreement.

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

The Honorable Board of Supervisors  
November 7, 2023  
Page 6

The proposed Project will require temporary closures of park facilities. The Department will mitigate potential impacts through advanced community notice and temporary facilities where appropriate.

### **CONCLUSION**

Upon approval by the Board, please instruct the Executive Office-Clerk of the Board, to forward one adopted copy to the Chief Executive Office, Capital Projects Division, and one adopted copy to the Department of Parks and Recreation.

Should you have any questions, please contact Katherine Li at (626) 588-5357 or [kli@parks.lacounty.gov](mailto:kli@parks.lacounty.gov), Daniel Abratte at (626) 588-5350 or [dabratte@parks.lacounty.gov](mailto:dabratte@parks.lacounty.gov), Astrid Ochoa at (626) 588-5355 or [aocchoa2@parks.lacounty.gov](mailto:aocchoa2@parks.lacounty.gov).

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ  
Director

NEGG:AO:DA:KL

#### Attachments

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor Controller  
Arts and Culture (Civic Art Division)  
Parks and Recreation

**ATTACHMENT I**

**KENNETH HAHN PARK  
JAPANESE GARDEN RENOVATION PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT,  
ACCEPT GRANT FUNDS,  
APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 8A020  
(SUPERVISORIAL DISTRICT 2) (4 VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Board Approval	November 2023
Construction Documents	May 2024
Jurisdictional Approvals	December 2024
Construction Award	February 2025
Construction Start	March 2025
Substantial Completion	November 2025
Project Closeout	January 2026

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Project Budget</b>
Construction	
Construction	\$ 1,650,000
Contingency	\$ 300,000
<b>Subtotal</b>	<b>\$ 1,950,000</b>
Civic Art	\$ 26,000
Plans and Specifications	\$ 285,000
Consultant Services	\$ 154,000
Jurisdictional Review/Plan Check/Permits	\$ 85,000
County Services	\$ 100,000
<b>Subtotal</b>	<b>\$ 650,000</b>
<b>TOTAL</b>	<b>\$ 2,600,000</b>

**ATTACHMENT II**

**KENNETH HAHN PARK  
JAPANESE GARDEN RENOVATION PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT,  
ACCEPT GRANT FUNDS,  
APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 8A020  
(SUPERVISORIAL DISTRICT 2) (4 VOTES)**

**APPROPRIATION ADJUSTMENT**

**(SEE ATTACHED)**

**LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)**

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation  
Measure (Measure A), approved by voters on November 8, 2016

**GRANT AGREEMENT**

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Grant Number: 10121

Project Title: Kenneth Hahn State Recreation Area Japanese Garden Renovation Project

Grant Award Amount: \$2,600,000.00

Project Summary: Renovation of the Japanese Garden amenity to improve user experience, operations, building systems, and conservation features. Replace/renovate waterfall structure, landscape, irrigation, fencing, wood entry structure, pond, bridge, and restroom ADA/Title 24.

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**PARTIES TO AGREEMENT**

Grantor

Los Angeles County  
Regional Park and Open Space District  
1000 South Fremont Avenue, Unit #40  
Building A-9 East, Ground Floor  
Alhambra, CA 91803

Grantee

Los Angeles County  
Department of Parks & Recreation  
1000 South Fremont Avenue, Unit #40  
Alhambra, CA 91803

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**RECITALS**

The Grantee listed above ("Grantee") and the Los Angeles County Regional Park and Open Space District ("RPOSD") do hereby enter into this Grant Agreement ("Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Project Summary and RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to Measure A, agrees to fund the project up to the grant award amount indicated.

**SPECIAL PROVISIONS:**



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**INTERPRETATION**

In construing terms of this Agreement, the following rules shall apply:

Unless otherwise expressly noted, references in this base Agreement to paragraphs and subparagraphs are to paragraphs and subparagraphs of this Agreement.

Singular nouns and phrases incorporating them (e.g., referring to objects, persons, events or otherwise) shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question. Plural nouns and phrases incorporating them shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question.

Reference in this Agreement to Federal, State, and/or other governmental statutes, codes, rules, regulations, ordinance, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of RPOSD under this Agreement, will be in writing, and may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval, consent, or determination.

**WORK**

Pursuant to the provisions of this Agreement, the Grantee shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

If the Grantee provides any tasks, deliverables, goods, services, or other work, other than as specified in this agreement, the same shall be deemed to be a gratuitous effort on the part of the Grantee, and the Grantee shall have no claim whatsoever against RPOSD.

**GOOD STANDING POLICY**

Good Standing describes a Grantee who is in compliance with all requirements stated in the Grant Agreement, guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees to receive any grant funds and processing from RPOSD.

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**DEED RESTRICTION**

To the maximum extent feasible, the Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A and the Grant Agreement, in perpetuity.

**COMMUNITY ENGAGEMENT**

The Grantee must conduct community outreach and engagement that meets the minimum requirements, as defined in the Grant Administration Manual with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects and to facilitate a transparent process by which agencies report use of Measure A funds.

**BONDING POLICY**

Bond funded projects must be completed within three (3) years from time the bond proceeds are made available to the local jurisdiction by Los Angeles County. The time to complete projects may be changed to reflect changes in federal law, regulations, and the interpretations of bond counsel and the Los Angeles County agencies involved in the issuance of bonds. The application materials submitted by jurisdictions intending to use bond funds to finance eligible projects shall demonstrate the ability to meet this requirement. Failure to complete project within specified time frame will result in loss of the Grantee's Good Standing.

**A. Definitions**

1. Grantee: the party described as Grantee of this Contract and any future successor(s).
2. Application: the individual application, and its required attachments, for the grant identified in this Agreement.
3. Board of RPOSD: The County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD.
4. RPOSD: The Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of RPOSD, or designee, shall administer this agreement on behalf of the RPOSD.
5. Grant Administration Manual: The document that details the policies and procedures for administering grants awarded by RPOSD. It shall also include any subsequent amendments or changes issued by the RPOSD and as described in this contract.
6. Project Description: A one to three paragraph description of the project to be funded and the resultant administrative work to be completed. The summary includes the following:
  - a) Identification of the applicant organization and a sentence or two about its credibility

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to provide park projects; b) a sentence or two explaining the issue, problem or need for the project; c) a brief statement of the expected measurable outcome(s) that the project will produce; d) one or two sentences describing the methods to be utilized to achieve the outcome(s).

7. Project Summary: 2 to 3 sentences summarizing the project. The sentences should be concise and allow for a clear understanding of the proposed project.
8. Project Timeline: The period of time starting on the date of agreement execution and ending on the grant closeout date. Only project costs incurred during the Project Timeline are eligible for reimbursement.
9. Measure A/Measure: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure, which voters approved on November 8, 2016.

#### **B. Conditions**

1. The Application and its required attachments, and any subsequent change or addition approved by RPOSD, is hereby incorporated in this Agreement as though set forth in full.
2. The Grant Administration Manual, and any subsequent changes or additions thereto, and Measure A also are hereby incorporated in this Agreement as though set forth in full.
3. As per the information on Page 1 of this contract, RPOSD grants the Grantee a sum of money not to exceed the Grant Amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the Project Description and under the terms and conditions set forth in this Agreement.
4. Grantee agrees to furnish any additional funds necessary to complete the Project.
5. Grantee agrees to budget and appropriate annually, until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Contract.
6. Any non-recreational use of the Project must be preapproved in writing by RPOSD, and if approved, the Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless RPOSD approves otherwise in writing.
7. Grantee agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project, unless RPOSD approves otherwise in writing.

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**C. No Joint Venture**

This Agreement is by and between RPOSD and the Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between RPOSD and the Grantee.

**D. Liability and Indemnification**

1. The Grantee shall indemnify, defend and hold RPOSD harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
2. The Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
3. RPOSD shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
4. The Grantee and RPOSD agree that the liability of RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Grants Administration Manual.

Any contracts entered into, or other obligations or liabilities incurred by the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

**E. Regulatory Requirements**

1. *(Tax Exempt Bonds)* The Grantee will not enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating Contracts, leases, concession Contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such Contracts in existence must be disclosed prior to construction.
2. The Grantee (or their representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA

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documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.

- i) The Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the Grant Administration Manual.
3. (*Public Records Act*) The Grantee and RPOSD will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Contract, the grant obtained and all other related matters available for public review during regular business hours. If the Grant involves acquisition of property, however, both RPOSD and the Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.
4. (*Public Records Act*) In the event that RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, the Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.
5. (*Internal Revenue Code of 1986, as amended*) In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, the Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, the Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
6. (*County Lobbyist Ordinance*) The Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.
7. If the Project includes acquisition of real property, the Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances.

**F. Time is of the Essence**

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1. RPOSD expects the Grantee to remain in Good Standing and make appropriate requests for the amount of time needed to complete the project. Failure to complete a project by the original due date, or by any extended due dates authorized by staff or RPOSD Review Committee, may result in the loss of Good Standing.
2. The Grantee agrees to complete the Project within the Project Timeline. The Project Timeline starts on the date of agreement execution and ends on the grant closeout date as specified in RPOSD's Grants Management System, or its equivalent, and under the terms and conditions of this Agreement and the Grants Administration Manual. The requirements of Measure A and of this Agreement last in perpetuity and may be enforced by RPOSD at any time.
3. The Grantee agrees to promptly submit any requests for changes to the Project's information, including but not limited, to Project Title and Project Summary. These changes are considered administrative changes, and subject to RPOSD's approval. Submission of documents with Project information inconsistent within this Agreement and RPOSD's Grants Management System, or its equivalent, will cause delay in the grant process.
4. (*Term*) The term of this Grant Agreement commences on the date of Agreement Execution as noted on the last page of this agreement, and lasts in perpetuity.

**G. Performance and Development**

1. The Grantee agrees to promptly submit any reports that RPOSD may request.
2. If the Project includes development, the Grantee shall use sustainable elements, including but not limited to: energy-efficient buildings, long-lasting materials, conserved and restored natural areas, easy-to-maintain or drought tolerant plants and landscaping, organic mulch, fertilizers and compost, storm water capturing, wetlands for increased flood control, recycling bins for park patrons, on-site composting, and ADA access, unless the Grantee can show, to RPOSD's satisfaction, that it is infeasible to do so.
3. If the Project includes acquisition of real property, the Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. The Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

**H. Signage and Branding**

The Grantee shall erect and maintain a sign at a prominent location on the project site acknowledging the assistance of RPOSD. The cost of permanent signage development is

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reimbursable through the grant. RPOSD will provide electronic samples of its graphics for the grantee to use in signage development. Please refer to the Grants Administration Manual for additional information on this requirement.

**I. Modification**

Any modification or alteration in the Project, plans or specifications must be submitted, in writing, to RPOSD for prior approval. No modification shall be effective until and unless the modification is executed by both the Grantee and RPOSD.

**J. Publicity of Project Information**

1. The Grantee shall cooperate with RPOSD in advance when preparing electronic media and public information pieces related to the Project.
2. The Grantee shall acknowledge RPOSD funding in all publicity issued by it concerning the Project.
3. The Grantee shall give the RPOSD the right and opportunity to use information gained from the Project.
4. The Grantee shall give a minimum of 30 days' notice of the Project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the Project is located, as well as to other appropriate public officials.
5. The Grantee shall provide quality digital photographs of the pre-construction site and completed project to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then the Grantee shall provide quality printed photographs of the completed Project.

**K. Disbursements**

Prior to incurring actual development and/or acquisition costs, the Grantee will submit all requested development and/or acquisition documents to RPOSD for prior review and approval. Project costs must be incurred within the Project Timeline to be eligible for reimbursement.

1. The Grantee must submit requests for payment electronically in accordance with their reimbursement schedule. Refer to RPOSD Grant Administration Manual for Payment Reimbursement Schedule and Procedures.
  - i) The Grantee will supply RPOSD any copies of executed contracts where the Grantee expects reimbursement from grant funds.

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- ii) Upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, the Grantee agrees it will require said contractor to carry adequate insurance required by RPOSD and naming RPOSD as an additional insured party. In addition, said insurance must require that the Grantee and RPOSD be given thirty (30) days advance written notice of any modification or cancellation of said insurance. The Grantee agrees to submit proof of such insurance to RPOSD for its prior approval.

2. RPOSD may disburse to the Grantee the grant funding as follows:

**Acquisition**

- i) When acquisition is by negotiated purchase, RPOSD may disburse the amount of RPOSD-approved purchase price together with RPOSD-approved costs of acquisition.
- ii) RPOSD-approved purchase price shall not exceed the value contained in a valid appraisal report.
- iii) When acquisition is allowed pursuant to Measure A through eminent domain proceedings, RPOSD may disburse the amount of the total award, as provided for in the final order of condemnation, together with RPOSD-approved costs of acquisition. The Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
- iv) In the event the Grantee abandons such eminent domain proceedings, the Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.

**Development**

- i) RPOSD will disburse funds to the Grantee only after RPOSD has reviewed and approved all requested development documents including the payment request with incurred, paid project costs and supporting documentation in accordance with their reimbursement schedule.
- ii) RPOSD may withhold a portion of the amount of the payment request if an expenditure is not eligible under the terms and conditions of this Agreement, Measure A, or the Application or the Grant Administration Manual.
- iii) The Grantee shall submit a request(s) for payment in accordance with an approved budget.
- iv) The payment requests shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction bid contract, job order contract, sole-source contract, force account or other methods.



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- v) RPOSD will not make final payment until it has received all closing documents from the Grantee and RPOSD has made a final Project inspection.
- vi) The Grantee is required to follow RPOSD procedures to close grant upon completion of the project. Failure to properly close a grant may affect the Grantee's Good Standing and prevent Grantee from applying for future grants or receive reimbursements from existing RPOSD Grants.

**L. Advancing Funds**

- i) The Grantee, if in Good Standing has provided the Grantee's need for an advance, may request an advance of grant funds for an amount equaling up to 50% of the grant amount. Please refer to the Grant Administration Manual for eligibility and qualification requirements to receive advances.
- ii) Any unused portion of the advanced funding must be returned to the District within 30 days of the completion of the grant.

**M. Final Disbursement**

1. The Grantee must submit final project documents within 180 days after the date of completion of all tasks identified in the budget, timeline and project description for the grant.
2. RPOSD may withhold Final Payment pending evidence of placement of permanent signage.
3. Once the Grant is completed, the Grantee shall submit a final report to RPOSD detailing the accomplishment of and expenditures related to the Project (the "Final Report") including the final Grant Cost. The Grantee will provide a report that identifies all additional funding and all additional aspects of the project completed.
4. The Grant is "complete when all facilities, trails or other improvements included in the Project have been built and are ready for their intended use". Final payment may not be made until the Project conforms substantially with this Agreement and the Grants Administration Manual.
5. RPOSD shall pay the outstanding balance of the Grant (the "Final Payment"), subject to any reduction contemplated by any provision of this Agreement.

**N. Long Term Obligations**

1. With the written consent of RPOSD, the Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space,

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or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, provided that approval by the District is obtained prior to the change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written Contract with the RPOSD and agreed to comply with the terms of Measure A and this Agreement. (See Grant Administration Manual for details.)

2. The Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except that access may interfere with resource protection.
3. (*Change of Use*) The Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested RPOSD grant funding and will not permit any other use of the area, except as allowed by prior specific act of the Board of RPOSD and consistent with the terms and conditions of Measure A and this Agreement.
4. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Agreement.
5. The Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request in perpetuity.
6. The Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A. With RPOSD's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property to a nonprofit or government entity, in accordance with this Agreement and the Grants Administration Manual.
7. The Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of the Measure, Grant Administration Manual and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, the Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

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8. The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

**O. Disposal**

1. If the Grantee receives the prior permission of RPOSD, with the approval of its Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, the Grantee shall reimburse RPOSD in an amount to the greater of:
  - i) the amount of grant monies provided under this Contract;
  - ii) the fair market value of the real property determined by an independent appraisal; or
  - iii) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

The Grantee must provide documentation to RPOSD detailing the benefits that the disposal of property will provide to the taxpayers of Los Angeles County.

2. If the property is sold or otherwise disposed of with the prior permission of the RPOSD, acting through the Board of Supervisors, is less than the value of the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then the Grantee shall reimburse the RPOSD an amount to the greater of:
  - i) the amount of the proceeds; or
  - ii) the fair market value of the real property determined by an independent appraisal.

**P. Audit**

1. In order for allowable costs to be substantiated, the Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
2. Notwithstanding Government Code Section 907, in the event that the Grantee fails to repay RPOSD in full for the amount of excepted expenditures, RPOSD may offset an amount equal to the excepted expenditures from any monies that may be due to the Grantee under the terms and conditions of Measure A. Through the execution of this Agreement, the Grantee waives its rights under Government Code Section 907.
3. The Grantee agrees that during regular office hours, RPOSD or their duly authorized representatives shall have the right to audit, inspect and make copies of any books,

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records or reports of the other party pertaining to this Agreement or matters related thereto.

4. Within thirty (30) days of notification that an audit has resulted in the exception of expenditures, the Grantee may dispute the audit findings in writing and will provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.
5. If the Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure, or the Grant Administration Manual, the Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.
6. The Grantee agrees to maintain satisfactory financial accounts, required documents and accurate records for the Project.
7. The Grantee must keep all original project records for a period of ten (10) years from the project completion or termination date. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure or the Grant Administration Manual, RPOSD may, at its discretion, reduce the grant amount by an amount equal to these expenditures.
8. At RPOSD's discretion, an audit of the Grantee's Project expenditures before final payment is made may be performed. Nothing in this section precludes RPOSD from performing an audit of Project expenditures at a later date.

**Q. Failure to Comply**

1. Failure by the Grantee to comply with the terms of this Agreement, or any other Contract established pursuant to Measure A, may be cause for loss of Good Standing, suspension or termination of all obligations of RPOSD hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of RPOSD hereunder if, in the judgment of the RPOSD, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

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**R. Severability**

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project.
2. If any provision of this Agreement is held invalid, that portion shall not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
3. No provision of this Agreement is waived by the failure of RPOSD to enforce said provision.

**S. Termination**

1. Anything else in this Agreement or otherwise to the contrary notwithstanding, RPOSD may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:
  - i) facts have arisen, or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
  - ii) any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of RPOSD;
  - iii) any statement or representation made by the Grantee in the Grant Application, this Agreement, the Grant Status Update, back up documents, or otherwise is untrue, inaccurate or incomplete in any material respect;
  - iv) the results of RPOSD's review of the Grant Status Update are not acceptable to RPOSD;
  - v) the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in RPOSD's judgment, make the Project impracticable;
  - vi) the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or the Grantee's matching funding are reduced;
  - vii) title to or encumbrances against the Property are or become such that the Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.

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**T. Breach**

The Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of grant monies furnished under these provisions, the Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the grant would be inadequate compensation. In the event that the Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

1. Prior to payment of Grant:
  - a. Withdraw the Grant and terminate this Agreement; and,
  - b. Deny the Grantee eligibility for participation in future grant program opportunities.
2. After payment (partial or full) of Grant:
  - a. Deny the Grantee eligibility for participation in future grant program opportunities;
  - b. Seek specific performance of the Grantee's obligations under this Agreement;
  - c. Receive reimbursement in full of disbursement made under this Agreement.

If RPOSD brings an action to enforce the terms of this Agreement, the Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.

The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

**U. Counterparts**

This Agreement may be executed in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

**V. Electronic Signature**

The Electronic Signatures in Global and National Commerce (ESIGN) Act is a federal law passed in 2000. The Grantee and RPOSD agree that this Grant Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as

**LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)**

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation  
Measure (Measure A), approved by voters on November 8, 2016

**GRANT AGREEMENT**

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handwritten signatures for the purposes of validity, enforceability, and admissibility. If Grantee elects to opt-out of signing the grant agreement electronically, the Grantee must inform RPOSD prior to grant agreement execution.

**LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)**  
Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation  
Measure (Measure A), approved by voters on November 8, 2016  
**GRANT AGREEMENT**

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IN WITNESS WHEREOF, the Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: *Jill Sourial*  
Jill Sourial (Aug 10, 2023 13:49 PDT)  
*Signature of Authorized Representative*

Name: Jill Sourial  
*Print Name*

Title: Deputy Director

Date: Aug 10, 2023

LOS ANGELES COUNTY  
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: *Christina Angeles*  
Christina Angeles (Aug 18, 2023 07:16 PDT)  
*Director / Administrator*

Date: Aug 18, 2023

Grant No.: 10121



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023		
<b>BOARD MEETING DATE</b>	11/7/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	AAA Altadena – Altadena Drive and Washington Boulevard Roadway Improvement Project		
<b>PROGRAM</b>	Road Repair and Accountability Act of 2017 (Senate Bill 1)		
<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>	Desire to construct this project as soon as possible to align with community expectations for delivery.		
<b>COST &amp; FUNDING</b>	Total cost: \$9,730,000	Funding source: State of California Road Maintenance and Rehabilitation Account Funds allocated to the County under the Road Repair and Accountability Act of 2017 (Senate Bill 1).	
	TERMS (if applicable): N/A		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	Board approval to procure a construction contract for the Altadena – Altadena Drive and Washington Boulevard Roadway Improvement Project in the City of Pasadena and in the unincorporated community of Altadena, and approval of the Cooperative Agreement with the County of Los Angeles and the City to provide financing and delegation of responsibilities for the design and construction of the project.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	State funds will be used to reconstruct the pavement on both Altadena Drive between Canyon Close Road and New York Drive and on Washington Boulevard between Belford Avenue and Altadena Drive. Additional improvements include drainage improvements, traffic signal system upgrades, sidewalk repairs, curb ramp upgrades, and refreshed pavement markings. The City has agreed to participate based on the terms of the Cooperative Agreement.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. This project will improve pavement conditions and pedestrian access, which will reduce wear and tear on vehicles, improve safety for residents, and enhance the quality of life in the community.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847 <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

November 7, 2023

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

Dear Supervisors:

**CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
APPROVE COOPERATIVE AGREEMENT AND  
ADOPT, ADVERTISE, AND AWARD  
ALTADENA – ALTADENA DRIVE AND WASHINGTON BOULEVARD  
ROADWAY IMPROVEMENT  
PROJECT ID NO. RMD2504001  
IN THE CITY OF PASADENA AND  
IN THE UNINCORPORATED COMMUNITY OF ALTADENA  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the Cooperative Agreement between the County of Los Angeles and the City of Pasadena to provide financing and delegation of responsibilities for the design and construction of the Altadena – Altadena Drive and Washington Boulevard Roadway Improvement Project, and to procure a construction contract to deliver the project in the City and in the unincorporated community of Altadena.

**IT IS RECOMMENDED THAT THE BOARD:**

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

2. Authorize the Chair of the Board of Supervisors to sign the Cooperative Agreement between the County of Los Angeles and the City of Pasadena related to the funding of the Altadena – Altadena Drive and Washington Boulevard Roadway Improvement Project. The Cooperative Agreement provides for the County to perform the preliminary engineering and administer construction of the project, with the City and the County to finance their respective jurisdictional shares of the project cost estimated to be \$880,000 and \$8,843,000, respectively.
3. Authorize the Director of Public Works or his designee to execute amendments and modifications of a nonmaterial nature to the Cooperative Agreement to incorporate necessary nonmaterial, programmatic, and administrative changes.
4. Approve the project and adopt the plans and specifications that are on file with Public Works Project Management Division III for the Altadena – Altadena Drive and Washington Boulevard Roadway Improvement Project at an estimated construction contract cost between \$4,750,000 and \$7,000,000.
5. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement that are to be received before 11 a.m. on December 5, 2023, in accordance with the Notice Inviting Bids.
6. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
7. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Altadena – Altadena Drive and Washington Boulevard Roadway Improvement Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$4,750,000 and \$7,000,000, or that exceeds the estimated cost range by no more than 15 percent if additional funds have been identified.
8. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (a) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (b) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (c) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under

Section 2.18.050 of the Los Angeles County Code; (d) accept the project upon its final completion; and (e) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

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

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA); allow the Board to approve and instruct the Chair to sign the Cooperative Agreement between the County of Los Angeles and the City of Pasadena to design and construct road improvements in the City and in the unincorporated community of Altadena; and allow Public Works to construct roadway and drainage improvements to improve access and community connectivity along Altadena Drive and Washington Boulevard (see Enclosure A).

The project includes resurfacing roadways, constructing drainage improvements, traffic signal system upgrades, repairing sidewalks, upgrading curb ramps, and installing new signs and pavement markings. The project will improve current conditions, which promotes sustainability, pedestrian access, accessibility, and improved safety for area residents.

The Board's approval of the Cooperative Agreement is necessary for the financing and delegation of responsibilities for the project (see Enclosure B).

It is anticipated the work will start in May 2024 and be completed in September 2025.

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

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

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$4,750,000 and \$7,000,000, with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$9,723,000. In addition to the construction contract cost, the total project cost includes the cost of preparation of plans

and specifications, consultant services, survey, environmental clearance, right-of-way and utility clearances, material testing, inspection, contract administration, change order contingency, and other County services.

A portion of the project is within the City of Pasadena. The County-City Cooperative Agreement provides for the County to perform the preliminary engineering and administer the construction of the project, with the City and County to finance their respective jurisdictional shares of the project costs estimated to be \$880,000 and \$8,843,000, respectively.

The project will be funded with the State of California Road Maintenance and Rehabilitation Account Funds allocated to the County under the Road Repair and Accountability Act of 2017 (Senate Bill 1). Funding for this project is included in the Road Fund (B03 – Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2023-24 Budget. Funding for the project's future costs will be requested through the annual budget process.

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

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

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

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

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

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a jobs

coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

On February 28, 2023, the Board approved the execution of the Countywide Community Workforce Agreement, which will apply to projects with an estimated construction contract value of \$5,000,000 or greater. Therefore, the contractor and all subcontractors must comply with all terms and conditions of the Countywide Workforce Agreement, which among other things, increases work opportunities for those seeking to start a new career in the construction industry and promotes the hiring of underrepresented individuals on the project.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. The project, to seal and reconstruct the existing roadway, is within a class of projects that have been determined not to have a significant effect on the environment and that meets the criteria set forth in Section 15301 (c) of the State CEQA Guidelines and Class 1 (x) Subsections 1, 4, 9, 14, and 22 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

The proposed action to approve a Cooperative Agreement is an organizational or administrative activity of government that will not result in direct or indirect physical changes to the environment and are not subject to CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378 (b) of the State CEQA Guidelines.

### **CONTRACTING PROCESS**

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

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

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

Also, the contract solicitation will be advertised through web-based and social media platforms, including X (formally Twitter).

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

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

When the project is completed, it will have a positive impact by increasing the life of the pavement, improving the drivability of the streets, decrease the wear and tear on user's automobiles, and the curb ramp upgrades will make sidewalks more accessible.

**CONCLUSION**

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

Respectfully submitted,

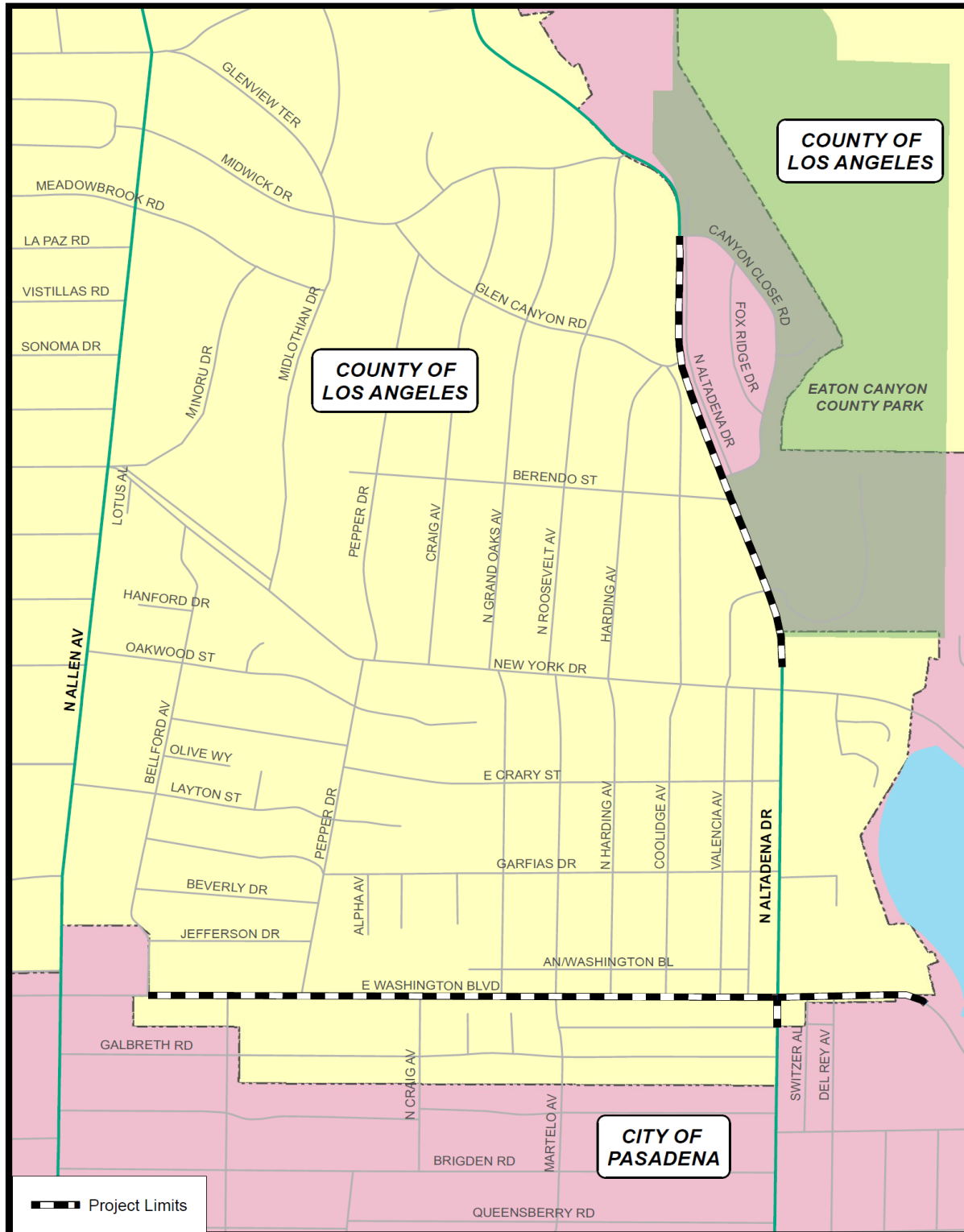
MARK PESTRELLA, PE  
Director

MP:RLG:ja

Enclosures

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

PROJECT ID NO. RMD2504001  
ALTADENA – ALTADENA DRIVE AND WASHINGTON BOULEVARD  
ROADWAY IMPROVEMENT





**AGREEMENT**

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

**WITNESSETH**

WHEREAS, North Altadena Drive from Canyon Close Road to Washington Boulevard and East Washington Boulevard from Belford Avenue to Del Rey Avenue are on the Highway Element of CITY and on COUNTY'S Highway Plan; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY and COUNTY; and

WHEREAS, CITY and COUNTY propose to reconstruct 1.6 miles of roadway segments which are jurisdictionally shared as described below; and

Segment	Scope of Work	Thomas Guide	Length (miles)	Jurisdiction Shared
North Altadena Drive – from Canyon Close Road to New York Drive	Construction of asphalt rubber hot mix (ARHM) on Asphalt Concrete Base Material	536-(E6), 536-(E7),	1.6	CITY and COUNTY
East Washington Boulevard – from Belford Ave to Del Rey Avenue		566-(A1), 566-(C1), 566-(D1)		CITY and COUNTY

WHEREAS the proposed work will consist of pavement reconstruction as described above, sidewalk repairs and reconstruction, and construction or modification of curb ramps at various locations; and

WHEREAS, the aforementioned work, which is included in a COUNTY-administered project named Altadena Drive and Washington Boulevard Roadway Improvements Project (hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

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

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for the PROJECT; and

WHEREAS, the COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, the COST OF PROJECT is currently estimated to be Nine Million Seven Hundred Twenty-Three Thousand and 00/100 Dollars (\$9,723,000.00) with CITY'S share estimated to be Eight Hundred Eighty Thousand and 00/100 Dollars (\$880,000.00), and COUNTY'S share estimated to be Eight Million Eight Hundred Forty-Three Thousand and 00/100 Dollars (\$8,843,000.00); and

WHEREAS, CITY'S share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty-two and 7/10 (22.7) percent of that for CONSTRUCTION ADMINISTRATION cost, and four (4) percent of the combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether for Eight Hundred Eighty Thousand and 00/100 Dollars (\$880,000.00); and

WHEREAS, CITY, and COUNTY are willing to finance their respective shares of the COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, PROJECT also includes adjustment of water valve frames and covers within the jurisdiction of the City of Pasadena Department of Water and Power (PWP) herein referred to as PWP-CSR; and

WHEREAS, a separate City Service Request according to the terms of existing City/County General Services Agreement will be used by PWP to finance the PWP-CSR estimated to be forty-six thousand and 00/100 Dollars (\$46,000.00), and

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

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

(1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated COUNTY areas mentioned in this AGREEMENT.

- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering and certification; utility engineering; and all other necessary work prior to advertising of the PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the construction contractor(s) for the PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of the PROJECT in accordance with plans and specifications approved by the CITY and the COUNTY.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING; CONSTRUCTION ADMINISTRATION; right-of-way acquisition and clearance matters; and all other work necessary to complete PROJECT in accordance with the plans and specifications approved by the CITY and the COUNTY and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and a written notification to CITY'S Director of Public Works that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

(2) CITY AGREES:

- a. To review and approve PRELIMINARY ENGINEERING prepared by COUNTY.

- b. To finance CITY'S jurisdictional share of the COST OF PROJECT, CITY'S actual share will be determined by a final accounting pursuant to Section (4) a. on page 6.
- c. To deposit with the COUNTY following execution of this AGREEMENT and upon demand by the COUNTY Eight Hundred Eighty Thousand and 00/100 Dollars (\$880,000.00) to finance its estimated jurisdictional share of the COST OF PROJECT (CITY'S PAYMENT).
- d. To grant to COUNTY, at no cost to COUNTY, any temporary right of way for which CITY owns or has an easement that is necessary for the construction of PROJECT.
- e. To provide COUNTY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.
- f. Upon receipt of permit application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY any necessary permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION at no cost to COUNTY.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- h. To appoint COUNTY to act as attorney-in-fact for the purpose of implementing the PROJECT within CITY'S JURISDICTION and in all things necessary and proper to complete PROJECT.
- i. To cooperate with the COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- j. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense, all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, currently estimated to be Eight Million Eight Hundred Forty-Three Thousand and 00/100 Dollars (\$8,843,000.00), the actual amount of which is to be determined by a final accounting, pursuant to Section (4) a. on page 6.
- c. To accept CITY'S deposit of Eight Hundred Eighty Thousand and 00/100 Dollars (\$880,000.00), which is CITY's estimated share of COST OF PROJECT, the actual amount of which will be determined by a final accounting, pursuant to Section (4) a. on page 6.
- d. To obtain CITY'S approval of plans for PROJECT prior to solicitation for construction bids.
- e. To solicit PROJECT construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- f. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- g. To provide all change orders for PROJECT within CITY'S JURISDICTION to CITY in a timely manner via electronic mail notification to the CITY inspector/office engineer assigned to the PROJECT. If CITY does not respond within ten (10) calendar days, COUNTY may proceed with change orders.
- h. To furnish CITY within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- i. Upon completion of PROJECT, to operate and maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

- j. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.

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

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY's JURISDICTION shall be borne by CITY. Such costs constitute CITY's jurisdictional share of the COST OF PROJECT. The cost of all work or improvements, including all engineering, administration, and all other costs incidental to PROJECT work, located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
- b. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY's written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY's written justification.
- c. That if, at final accounting, CITY'S jurisdictional share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in Section (2) b., CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY's jurisdictional share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.
- d. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT within CITY's JURISDICTION. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- e. This AGREEMENT may be terminated, amended or modified only by mutual written consent of CITY and COUNTY. Termination, amendments, modifications, and termination of a nonmaterial nature may be made by the

mutual written consent of the parties' Directors of Public Works/City Engineer or their delegates.

- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:                   Mr. Tony Olmos  
                              Director of Public Works  
                              City of Pasadena  
                              P.O. Box 7115  
                              Pasadena, CA 91109-7215

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

- g. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- h. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant

to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and the California Health and Safety Code Section 25364.

- i. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY's JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the CERCLA, the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim arising from CITY's jurisdiction. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and the California Health and Safety Code Section 25364.
- k. In contemplation of the provision of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.



- I. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 33412 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.
  
- m. Venue for any litigation shall be Los Angeles County, California, or in the United States District Court for the Central District of California. Any waiver by the CITY or COUNTY of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein. No term, covenant or condition of this AGREEMENT shall be deemed to have been waived by CITY or COUNTY unless in writing. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. Each person executing this AGREEMENT hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF PASADENA on July 21, 2023, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2023.

COUNTY OF LOS ANGELES

ATTEST:

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

By \_\_\_\_\_  
Chair, Board of Supervisors


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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel


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

CITY OF PASADENA


By  \_\_\_\_\_  
Nicholas Rodriguez (Jul 21, 2023 11:19 PDT)  
City Manager

Date: 07/21/2023

ATTEST:

By  \_\_\_\_\_  
Mark Jomsky (Jul 21, 2023 14:36 PDT)  
City Clerk

APPROVED AS TO FORM:

By  \_\_\_\_\_  
Dion O'Connell (Jul 20, 2023 09:10 PDT)  
City Attorney

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023		
<b>BOARD MEETING DATE</b>	11/7/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Approval of the Lease and Funding Agreements between the County of Los Angeles and the Los Angeles County Flood Control District (District) for Fiscal Year 2023-24.		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$4,900,000	Flood Fund (B07)	
	TERMS (if applicable): 1 Year  Explanation: To fund operation and maintenance of recreational features at Frank G. Bonelli Regional Park (Bonelli Park) during Fiscal Year 2023-24.		
<b>PURPOSE OF REQUEST</b>	Renew Bonelli Lease and Funding Agreements between the County of Los Angeles and the District for Bonelli Park.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The County owns Bonelli Park in the City of San Dimas. The District is the owner of the Puddingstone Dam and Reservoir, which is located adjacent to Bonelli Park. The District leases the rights to use the water surface of the reservoir for boating and recreational purposes to the County.</p> <p>The District acquisition of a leasehold interest in Bonelli Park is a prerequisite under the Los Angeles County Flood Control Act for the District to contribute funds toward the preservation of recreational features in Bonelli Park. Through the execution of the Bonelli Lease, the District will acquire a leasehold interest in Bonelli Park beginning July 1, 2023, through and including June 30, 2024, and thereby be authorized to fund recreational features at Bonelli Park during that period.</p>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. The Lease and Funding Agreements will ensure proper maintenance and operations of the parks and recreational areas under the Agreement.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Mark Pestrella, Director, (626) 458-4012, <a href="mailto:mpestrella@pw.lacounty.gov">mpestrella@pw.lacounty.gov</a> .		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

November 7, 2023

IN REPLY PLEASE

REFER TO FILE:

**SWM-0**

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA  
LEASE BETWEEN THE COUNTY OF LOS ANGELES AND THE  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR FRANK G. BONELLI  
REGIONAL PARK AND RECREATION AREA IN THE CITY OF SAN DIMAS;  
FUNDING AGREEMENT FOR BONELLI PARK, PECK ROAD PARK IN THE  
UNINCORPORATED COUNTY AREA ADJACENT TO ARCADIA,  
AND CERTAIN HIKING AND EQUESTRIAN TRAILS LOCATED ON  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RIGHT OF WAY  
FOR FISCAL YEAR 2023-24  
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of a lease agreement between the County of Los Angeles and the Los Angeles County Flood Control District for the Frank G. Bonelli Regional Park. This action will also allow the approval of a Funding Agreement between the County of Los Angeles and the Los Angeles County Flood Control District to provide funds for recreational features in the Frank G. Bonelli Regional Park, Peck Road Park, and certain hiking and equestrian trails located at various Los Angeles County Flood Control District facilities.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease agreement between the County of Los Angeles and the Los Angeles County Flood Control District for the Frank G. Bonelli Regional Park is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and the record of the project.

2. Find that the proposed Funding Agreement is not a project under the California Environmental Quality Act or, in the alternative, that it is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and the records of the Funding Agreement.
3. Delegate authority to the Director of Parks and Recreation or her designee to execute a lease agreement on behalf of the County of Los Angeles giving the Flood Control District a leasehold interest in the Frank G. Bonelli Regional Park, beginning on July 1, 2023, through and including June 30, 2024.
4. Delegate authority to the Director of Parks and Recreation or her designee to execute a Funding Agreement on behalf of the County of Los Angeles, providing for the Los Angeles County Flood Control District to contribute up to \$4,900,000 to the County of Los Angeles for recreational features in the Frank G. Bonelli Regional Park, Peck Road Park, and certain hiking and equestrian trails located at various facilities owned by the Los Angeles County Flood Control District in Fiscal Year 2023-24.

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

1. Find that the proposed lease agreement between the County of Los Angeles and the Los Angeles County Flood Control District for the Frank G. Bonelli Regional Park is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and the record of the project.
2. Find that the proposed Funding Agreement is not a project under the California Environmental Quality Act or, in the alternative, that it is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and the records of the Funding Agreement.
3. Find that the acquisition by the Los Angeles County Flood Control District of a leasehold interest in the Frank G. Bonelli Regional Park, contiguous to the Puddingstone Reservoir, is necessary for the recreational use of the reservoir and is for the purposes of protection, preservation, and use of the scenic beauty and natural environment of the reservoir and the park.
4. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute the lease agreement between the County of Los Angeles and the Los Angeles County Flood Control District for the Frank G. Bonelli Regional Park on behalf of the Los Angeles County Flood Control District, with the County of Los Angeles, giving the Los Angeles County Flood Control District a leasehold interest in the Frank G. Bonelli Regional Park, beginning on July 1, 2023, through and including June 30, 2024.

5. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute a Funding Agreement on behalf of the Los Angeles County Flood Control District, with the County of Los Angeles, providing for the Los Angeles County Flood Control District to contribute up to \$4,900,000 to the County of Los Angeles for the maintenance and preservation of recreational features in the Frank G. Bonelli Regional Park, Peck Road Park, and certain hiking and equestrian trails located at various facilities owned by the Los Angeles County Flood Control District in Fiscal Years 2023-24.

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

The County of Los Angeles (County) is the owner of certain real property, commonly known as the Frank G. Bonelli Regional Park and Recreation Area (Bonelli Park) in the City of San Dimas. The Los Angeles County Flood Control District (District) is the owner of the Puddingstone Dam and Reservoir (Reservoir), which is located adjacent to Bonelli Park. The District leases to the County the right to use the water surface of the Reservoir for boating and recreational purposes, pursuant to Lease No. 75733-B (Enclosure A).

The District also owns the Peck Road Park, which is improved with recreational features operated and maintained by the Department of Parks and Recreation (Parks) and other rights of way along flood control channels that are improved with riding and hiking trails operated and maintained by Parks (Enclosure B).

Section 2, Subsection 15, of the Los Angeles County Flood Control Act authorizes the District "to preserve, enhance, and add recreational features to its properties and, upon a finding by the Board of Supervisors that the acquisition is necessary for those purposes, to acquire, preserve, enhance, and add recreational features to lands or interests in lands contiguous to the District properties for the protection, preservation, and use of the scenic beauty and natural environment of such properties or such lands..."

The term of the lease agreement between the County and the District for Bonelli Park, hereafter referred to as Bonelli Lease (Enclosure C), is July 1, 2023, through June 30, 2024. The purpose of the Bonelli Lease is to allow the District to acquire a real property interest in Bonelli Park, which is a prerequisite under the above-referenced section of the Los Angeles County Flood Control Act for the District's contribution of funds for recreational features on Bonelli Park related to the scenic beauty and natural environment of the adjacent Reservoir or contiguous lands, such as lifeguards, grounds and trails maintenance, and safety police around the shoreline and within Bonelli Park, which enable or enhance the recreational use of the Reservoir.

The purpose of the Funding Agreement for Fiscal Year 2023-24 (Enclosure D) is to set forth the terms and conditions under which the District will provide funding for the operation and maintenance of recreational features at Bonelli Park and Peck Road Park; and for certain riding and hiking trails located on other District rights of way such as

Rio Hondo River, Santa Anita Wash, Walnut Creek, and the San Gabriel River. Under the Fiscal Year 2022-23 Funding Agreement, which expired on June 30, 2023, the District provided funding to Parks for these purposes. The proposed Funding Agreement will continue the District's contribution to Parks for Fiscal Year 2023-24 for these purposes.

It is the intention of the parties that the Bonelli Lease be approved before the District reimburses the County for any actual costs incurred under the Funding Agreement. The proposed Funding Agreement and Bonelli Lease provide that the County will indemnify the District from any liability as set forth in the Funding Agreement and Bonelli Lease.

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

These recommendations support the County Strategic Plan: Strategy III.3, Pursuing Operational Effectiveness, Fiscal Responsibility, and Accountability by improving the quality of life for residents in these communities, which is enhanced when sufficient monies are provided for Parks to continue to maintain recreational features at these parks and the hiking and equestrian trails.

### **FISCAL IMPACT/FINANCING**

The total cost to the District is up to \$4,900,000. However, the actual cost to Parks for Fiscal Year 2022-23 was \$6,865,106. The District's contribution of up to \$4,900,000 from the Flood Fund to the County General Fund will have a positive impact on the County General Fund balance.

The Funding Agreement provides for the District to reimburse the County's actual allowable costs incurred during the term of the Funding Agreement and Bonelli Lease, up to a maximum reimbursement of \$4,900,000. The funding to cover the District's contribution under the Funding Agreement is included in the Flood Control District Fiscal Year 2023-24 Budget. The revenue of \$4,900,000 to the Parks Operating Budget is also included in the Fiscal Year 2023-24 Budget.

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

The respective Deputy County Counsels representing Parks and the District have reviewed the Bonelli Lease and the Funding Agreement and will approve the Funding Agreement and Bonelli Lease as to form, prior to execution by the District and the County.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed Bonelli Lease is categorically exempt from the California Environmental Quality Act (CEQA). The Bonelli Lease, which consists of giving the District a leasehold interest in Bonelli Park, beginning on July 1, 2023, through and including June 30, 2024, is within a class of projects that have been determined not to have a significant effect on

the environment in that it meets the criteria set forth in Section 15301 of the State CEQA Guidelines and Class 1, Subsections (c), (f), (j), (s), and (x) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed Bonelli Lease records, it will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

The proposed Funding Agreement is either not subject to CEQA because it is excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines or, in the alternative, is exempt pursuant to Class 1 of the State CEQA Guidelines and Class 1, Subsections (c), (f), (j), (s), and (x) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Funding Agreement would create a government-funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment. In addition, 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 or other limiting factors that would make the above-referenced exemptions inapplicable based on the project records.

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

The Funding Agreement and the Bonelli Lease are a continuation of prior agreements. As such, current services will not be impacted.



**CONCLUSION**

Please return an adopted copy of this letter to Public Works, Stormwater Maintenance Division. Also, please forward one adopted copy of the letter to the Department of Parks and Recreation.

Respectfully submitted,

---

MARK PESTRELLA, PE  
Director of Public Works

---

NORMA E. GARCÍA-GONZÁLEZ  
Director of Parks and Recreation

MP:JG:sl

Enclosures

c: Auditor-Controller (Accounting Division)  
Chief Executive Office (Chia-Ann Yen)  
Executive Office  
Parks and Recreation

Recording Fee Exempt: Government Code Section 27383

Space Above This Line Reserved for Recorder's Use

File with: PUDDINGSTONE DAM and RESERVOIR 1

Affects Parcels 2 to 13, 17 to 27, 29, 32, 38, 39,  
51, 52, 60, and 68 to 70

I.M. 48

68A-RW 2, 68A-RW 2.1, and 68A-RW-3

FIFTH DISTRICT

T.G. 600 (B3, B4, B5, C4, C5, C6 and D4

A.M.B 8378-022-909, 910, 911, and 912

8378-023-901 and 902

8382-018-902

8382-019-901

LEASE AGREEMENT NO. 75733-B  
PUDDINGSTONE DAM AND RESERVOIR

BY AND BETWEEN

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

AND

COUNTY OF LOS ANGELES

**LEASE AGREEMENT NO. 75733-B**  
**PUDDINGSTONE DAM AND RESERVOIR**

THIS Lease Agreement No. 75733-B, Puddingstone Dam and Reservoir (hereinafter referred to as AGREEMENT), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as DISTRICT), and the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as COUNTY):

**WITNESSETH**

WHEREAS, DISTRICT is the owner of Puddingstone Dam and Reservoir, located in the City of San Dimas, County of Los Angeles, California;

WHEREAS, since 1949, DISTRICT permitted boating and recreational uses within the Reservoir;

WHEREAS, in 1959, DISTRICT entered into Lease Agreement No. 2165 with COUNTY, wherein COUNTY agreed to assume DISTRICT'S operation and maintenance of the recreational facilities;

WHEREAS, in 1960, a modification to Lease Agreement No. 2165 was executed at the request of COUNTY to allow for concessions;

WHEREAS, in June of 1970, DISTRICT and COUNTY entered into new Lease Agreement No. 16399, which expired on June 30, 2005; said Lease Agreement was last amended on July 30, 1996, and recorded on January 23, 1997, as Instrument No. 97-118805, of Official Records, in the Office of the Registrar-Recorder/County Clerk of the County;

WHEREAS, in June 2006, DISTRICT and COUNTY entered into new Lease Agreement No. 75733; and DISTRICT and COUNTY exercised the first of two 5-year extension periods in June 2011 and the second of two 5-year extension periods in July 2015, which expired on June 30, 2020;

WHEREAS, in June of 2020, DISTRICT and COUNTY entered into new Lease Agreement No. 75733-A, which will expire on June 30, 2023;

WHEREAS, COUNTY desires to continue the use of a portion of Puddingstone Dam and Reservoir for the operation and maintenance of recreational facilities;

WHEREAS, Pursuant to Government Code Section 25350.51 and Los Angeles County Code Section 2.26.130, the Director of the County of Los Angeles Department of Parks and Recreation is authorized to lease real property for use by the Department of

Parks and Recreation for park or recreation purposes for a term not to exceed three (3) years and for a rental rate not to exceed \$2,500 annually;

WHEREAS, Pursuant to Flood Control District Code, Section 19.05, the Chief Engineer of the Flood Control District is authorized to enter into an agreement authorizing the use of DISTRICT property for a term not to exceed fifty (50) years and for a rental rate not to exceed \$10,000 per month;

WHEREAS, the public interest, necessity, and welfare will continue to be served, and the recreational facilities for the general public will be enhanced by the leasing of Puddingstone Dam and Reservoir to COUNTY;

WHEREAS, in carrying out its recreational program, COUNTY has, does, and desires to continue to make use of the suitable water surface within the Reservoir and to do so requests the right to store water to an elevation of 940 feet above sea level; and

WHEREAS, DISTRICT has no objections to the use of a suitable water surface by COUNTY for recreational purposes, nor to granting such storage capacity, under the terms herein, so long as and provided that COUNTY'S use is consistent with DISTRICT'S water conservation and flood control responsibilities.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, DISTRICT and COUNTY agree as follows:

1. TERM

The term of this AGREEMENT shall be for a period of three (3) years commencing on July 1, 2023, and terminating on June 30, 2026.

2. CANCELLATION

It is understood and agreed that if DISTRICT determines, in its sole discretion, that COUNTY or its concessionaires, sublessees, contractors or invitees, fail to keep the covenants of this AGREEMENT, DISTRICT will notify COUNTY in writing of any violations and will requests that corrective steps be taken within 30 days, unless an alternative time period is set forth in the notice. Notification will be made to the Director of the Department of Parks and Recreation (1000 South Fremont Avenue, Unit No. 40, Executive Office, Alhambra, CA 91803), or the address of its director at the time the notice is given. A reasonable period of time is to be determined by DISTRICT contingent on the circumstance causing such violations. If corrective steps are not undertaken by COUNTY within this specified period of time, DISTRICT will either initiate corrective work if this is within its scope of operations, and COUNTY will subsequently reimburse DISTRICT or cause DISTRICT to be reimbursed for such corrective work, or notification of cancellation of the AGREEMENT in its entirety will be made to COUNTY by delivering written notice sixty (60) days prior to effective date thereof.

3. RENT

COUNTY shall pay to DISTRICT the sum of TWENTY-FIVE HUNDRED AND 00/100 DOLLARS (\$2,500) per year, payable annually in advance on or before July 1st each year, beginning on July 1, 2023, during the term of this AGREEMENT.

4. PREMISES

Subject to the terms of this Agreement, COUNTY shall have the right to use that certain real property known as Puddingstone Dam and Reservoir, located within the City of San Dimas, and as legally described in Exhibit A and shown on Exhibit B, both attached hereto and incorporated herein by reference, hereinafter referred to as "Premises." As depicted in Exhibit C and described subsequently, Premises include the following areas ("Premises Area" or "Premises Areas"): (A) The Restricted Area; (B) The Dam Crest Road; (C) The Overflow Parking Lot; (D) The Northshore Trail; (E) The Reservoir Body; and (F) The Remainder Areas. COUNTY'S use of each of Premises Areas shall be subject to the respective conditions and restrictions described below.

Premises Areas are defined as follows, together with their respective conditions and restrictions:

(A) The Restricted Area: The Restricted Area consists of all areas highlighted in red on Exhibit C. As labeled in Exhibit C, the Restricted Area includes the Dam Operator Residence and Spillway, the Gaging Station, the Precise Survey Monuments, and Dam Nos. 1, 2, and 3 (Dam Nos. 1, 2, and 3 include the upstream and downstream faces of the dams from the water surface extending 50 feet into the reservoir to the point below the toe of the dam, including the leakage measuring facilities). The Restricted Area is reserved for use by DISTRICT. As a condition of this Agreement, COUNTY and its concessionaires, sublessees, contractors and invitees shall not be permitted to access or use the Restricted Area or any portion thereof.

(B) The Dam Crest Road: The private roadway previously known as San Dimas Spadra Road and commencing at the north end security gate and ending at the south end security gate. As a condition of this Agreement, the Dam Crest Road shall be kept clear of obstructions for through access at all times for DISTRICT'S employees. No vehicle or equipment weighing in excess of 32,000 pounds per axle will be allowed on the Dam Crest Road. Use of the Dam Crest Road shall remain at or below the levels of use as of the date of this Agreement, and shall not be expanded to include use by additional concessionaires or otherwise.

Furthermore, COUNTY shall have the right to permit recreation activities within the Dam Crest Road, in accordance with the following:

- (1) For purposes of this agreement, a Special Event is any event sponsored by a party other than a concessionaire. All Special Events must apply for a "Facility Use" permit through COUNTY.
- (2) COUNTY shall continue to direct all Special Events that utilize the Dam Crest Road to apply for a "DISTRICT Access" permit.
- (3) COUNTY shall provide DISTRICT with a calendar of events on a monthly basis. COUNTY will provide DISTRICT with "Facility Use" permits and supporting for Special Events that utilize the Dam Crest Road.
- (4) No new Special Events may use the Dam Crest Road without DISTRICT'S approval.

(C) The Overflow Parking Lot: The lot at the toe of Dam Nos. 2 and 3 as depicted in Exhibit C. As a condition of this Agreement, the Overflow Parking Lot may only be used for temporary parking and only when designated parking areas are full. No permanent improvements are permitted in the area.

(D) The North Shore Trail: The North Shore Trail enters the Undeveloped Area east of the spillway, makes a sharp turn west along the south border of the spillway, continues west along the right abutment of Dam No. 1, crosses the toe of Dam No. 1 and exits the Undeveloped Area from the left abutment of Dam No. 1. The trails are open to the public at all times, except during an emergency or when access is restricted during construction.

(E) The Reservoir Body: COUNTY may use the Reservoir Body (except those portions within the Dam Nos. 1, 2, and 3 Premises Areas) as set forth below.

(1) Water Storage: COUNTY shall have the non-exclusive right to utilize storage space in Puddingstone Reservoir for such waters as arrived there, either as natural inflow, purchased imported water, or by means of Puddingstone Diversion Lateral (which commences at Puddingstone Diversion Dam on San Dimas Wash), provided that the water in storage by COUNTY may not exceed the elevation of 940 feet above sea level, subject to the following terms and conditions:

- a. DISTRICT, in its sole and absolute discretion, reserves the right to change the elevation from 940 feet above sea level should

operating conditions at the dam change such that DISTRICT can no longer fully perform its flood control responsibilities. DISTRICT shall confer with COUNTY prior to making such change in elevation. COUNTY shall be responsible for any costs that DISTRICT may incur as a result of such change in elevation.

DISTRICT agrees that, so long as consistent with applicable statutes, its flood control, watershed management practices, water conservation responsibilities, and orders and rulings of any tribunal binding on it or COUNTY, it will not release waters from Puddingstone Reservoir below an elevation of 940 feet above sea level, unless DISTRICT, in its sole and absolute discretion determines a release is required to serve flood control purposes and/or to preserve the safety of the reservoir, dams and appurtenant structures. This right includes the right to release for maintenance and repair. When drainage for routine maintenance is required, DISTRICT will give COUNTY 180 days advance written notice. For any emergency work, DISTRICT shall provide as much advance notice as practical.

DISTRICT will, in accordance with its reservoir operating guidelines, diligently operate the reservoir in such a manner as to ensure the reservoir water surface elevation is 940 feet above sea level by the end of the storm season. COUNTY recognizes that at times there may be insufficient natural inflow to return the reservoir to elevation 940 feet above sea level. Should natural inflow be insufficient to raise the reservoir to elevation 940 feet above sea level, DISTRICT shall not be responsible for providing other water to raise the reservoir to elevation 940 feet above sea level.

In the event that DISTRICT is unable to achieve a water surface elevation of 940 feet above sea level using natural inflow by the end of the storm season, COUNTY may purchase water to replenish the reservoir to elevation 940 feet above sea level. COUNTY shall notify DISTRICT of the replenishment water delivery flow rate and start date 72-hours prior to delivery.

- b. DISTRICT reserves the right to operate and maintain the dam, reservoir, and related appurtenances subject to any restrictions imposed by the State Department of Water Resources, Division of Safety of Dams.
- c. Subject to any legal or regulatory requirements, including, without limitation, any requirement from the State Department of Water Resources, Division of Safety of Dams, DISTRICT, in its sole and

absolute discretion, may allow COUNTY to store water above elevation 940 feet above sea level from sources described above (i.e., natural inflow, purchased imported water, or by means of Puddingstone Diversion Lateral). Such consent shall only be valid when provided by DISTRICT to COUNTY in writing and may be withdrawn by DISTRICT at any time, with or without cause, at DISTRICT'S sole and absolute discretion.

(2) Recreation:

- a. COUNTY shall, in connection with the other specified operations, have the right, directly or herein before defined, to rent boats for use on the reservoir. All boats must be moored and none is permitted upon the reservoir outside the mooring area, from one-half hour after sunset until one-half hour before sunrise.
- b. COUNTY shall not authorize nor permit the operation upon or within the waters of the Puddingstone Reservoir of any craft of unsafe design or condition, or if improperly or inadequately equipped; nor permit the operation of any craft in a manner creating hazard to persons or property or to itself; nor permit the operation of any craft at any time at speeds in excess of 35 miles per hour, except under the following conditions:
  - i. No speed limit shall be imposed upon watercraft participating in programs, events, and activities that have the prior approval of COUNTY and DISTRICT, and which are arranged by or are under the direct control of COUNTY. Such events are to be conducted only within defined courses cleared of all nonparticipating craft.
  - ii. No speed limit shall be imposed upon patrol or rescue craft, or other craft commandeered or delegated for such official purposes.
- c. DISTRICT reserves the right to restrict the operation of watercraft upon or within the waters of the Puddingstone Reservoir to assure adequate safety and security for Puddingstone Dam.
- d. COUNTY shall have the right to permit recreational activities within the reservoir body.

(F) The Remainder Areas: COUNTY shall have the right to use any areas within Premises not included within one of the Premises Areas described above for recreational purposes.



5. REPAIRS AND MAINTENANCE

COUNTY shall, at its sole cost and expense, keep, inspect, and maintain the Premises, including, but not limited to, all buildings, structures, or other improvements constructed or placed by COUNTY, or those being used by COUNTY in connection with this Agreement, in good repair and in a safe, clean, and orderly condition at all times during the term of this Agreement. COUNTY shall not permit graffiti, landscape waste, anthropogenetic material, etc., to accumulate at any time, or commit, suffer, or permit any waste on the Premises or the improvements, or permit any acts to be done in violation of any laws, ordinances, or regulations.

Prior to commencing any maintenance activities on or immediately adjacent to the Restricted Area, COUNTY shall obtain approval from DISTRICT.

COUNTY shall, at its sole cost and expense, take all steps necessary to protect all DISTRICT-owned improvements and property from damage and to prevent any interference with DISTRICT'S operations. COUNTY shall be liable for damage to DISTRICT owned improvements and property resulting from or attributable to the use and occupancy of the Premises by COUNTY or any person entering thereon with or without the consent of COUNTY, expressed or implied.

COUNTY shall, repair or remove any and all damage that COUNTY has made or caused to its own improvements, at no cost to DISTRICT. At DISTRICT'S sole discretion, COUNTY shall repair and/or remove any and all DISTRICT-owned improvements, which are damaged by COUNTY. Prior to COUNTY'S repair or removal of said damage, COUNTY shall notify DISTRICT in writing. Where DISTRICT-owned improvements are affected, COUNTY shall obtain DISTRICT'S approval. If COUNTY fails to repair said damages or remove damaged structures immediately and to DISTRICT'S satisfaction, DISTRICT may enter Premises with or without notice and repair said damage, or at DISTRICT'S option, may terminate the Lease. Should DISTRICT repair or remove said damages, COUNTY shall reimburse DISTRICT for any and all expenses incurred.

Notwithstanding the above, DISTRICT shall not be obligated to make any repairs, alterations, additions or improvements in, on, or to Premises or in, on, or to any structure or other improvements hereinafter erected or installed thereon by COUNTY, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen.

6. SPECIAL USE CONCESSIONAIRE

Subject to any applicable conditions or restriction described in Section 4, above, COUNTY shall have the right to operate, directly, or by and through contracts or agreements with others, a concession(s) with the right to sell, purvey, and supply to the general public, within the Conditional Use Areas herein defined, food,

refreshments, groceries, tobacco products, fishing equipment, licenses, baits, recreational equipment and supplies, newspapers, periodicals, and similar products and commodities. In addition, subject to the approval of DISTRICT, COUNTY shall have the right to sell, or to grant concessions for the sale of, refreshments from portable stands. It is expressly understood and agreed that no alcoholic beverages may be stored, sold, served, given away, or otherwise purveyed at any time, upon the Premises except as approved by the Board of Supervisors of the County.

COUNTY shall provide maps and descriptions to DISTRICT of what is leased to any concessionaire (Sublease) and for what purposes, regardless of any precedence. Future improvements on the Premises will require approval from DISTRICT and Los Angeles County Public Works, Building and Safety Division.

COUNTY shall arrange for, obtain and bear costs of all necessary regulatory permits for discharges into spillway or stream by the Concessionaire. COUNTY shall bear responsibility for the daily operation of the automated gates on the north and south end of the Dam Crest Road during usage by the Concessionaire.

Concessionaire shall provide their Emergency Evacuation Plan and Handbook, which will clearly show evacuation route maps that avoid the Dam Crest Road and the Restricted Area. This Emergency Evacuation Plan may be included in the Puddingstone Dam Emergency Action Plan and provided to the California Governor's Office of Emergency Services and will be subject to the California Governor's Office of Emergency Services' requirements.

## 7. CONSTRUCTION AND ALTERATIONS

COUNTY has the right to construct the improvements necessary for use of the Premises as provided in this Agreement. Construction, operation, and maintenance of any improvements shall be in conformity with all laws, rules, regulations, and ordinances.

The construction, reconstruction, alteration, remodeling, or removal of any improvements shall not commence until COUNTY'S final plans and specifications thereto have been submitted to and approved by DISTRICT and Los Angeles County Public Works, Building and Safety Division and are in accordance with the terms and conditions of this Agreement. COUNTY shall obtain and bear costs of permits for such work. Such written approval for construction, reconstruction, remodeling, or alteration, with the exception of removal, shall not be unreasonably withheld unless DISTRICT, at its sole discretion, determines that the proposed construction, reconstruction, remodeling, or alteration, will interfere with DISTRICT'S operation and maintenance of its facilities.

COUNTY shall arrange for, obtain, and bear costs of all permits, including plan check and inspection fees, licenses, environmental impact reports, site

preparation, surface treatment, relocation of any facilities, and enclosure of the Premises as necessary or required for health or safety in the construction, operation, and maintenance of the Premises as used by COUNTY.

COUNTY agrees to perform the covenants and conditions contained in any permit issued or to be issued to COUNTY by DISTRICT. In the event of any inconsistencies or ambiguities between the terms of the Agreement and any permit issued, the Agreement shall prevail.

As per the Fee Waiver for Access Permits at DISTRICT Dams, Project No. J54007 will be utilized for the approved permit fee waivers.

8. INDEMNIFICATION

Notwithstanding the provisions of Government Code Section 895 et. seq., COUNTY agrees to release, indemnify, defend, and save harmless DISTRICT, its agents, and employees (collectively, "Indemnified Parties" or singularly, "Indemnified Party") from and against all claims, damages (including, without limitation, special and consequential damages), injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal and administrative proceedings, interest, fines or increases in fines, charges, penalties and expenses (including, without limitation reasonable attorneys', engineers', consultants' and expert witness fees and costs incurred in defending against any of the foregoing or in enforcing this Agreement) of any kind whatsoever (collectively, "Claims"), paid, incurred, or suffered by any Indemnified Party or asserted against any Indemnified Party, directly or indirectly arising from or attributable to: a) any injury or damage to person or property sustained as a proximate result of the acts or omissions of COUNTY, its employees, agents, contractors, assignees, or concessionaires, or arising out of any condition of, or condition occurring upon the property herein defined or in the operation, use, control, or occupancy of the property; and b) changes in water quality within the reservoir, attributable to any and all recreational activities, and improvements performed by COUNTY as a result of this Agreement. The foregoing is intended as a broad indemnity that includes, without limitation, Claims pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9607 et seq.) ("CERCLA"), and under Chapter 6.5 of Division 20 of the California Health and Safety Code (commencing with Section 25100) or related to water quality or DISTRICT'S National Pollutant Discharge Eliminations Systems or any permits related thereto and/or any requirements relating to Total Maximum Daily Loads or the Clean Water Act.

9. COMPLIANCE WITH REGULATIONS

COUNTY shall be responsible at its sole cost and expense for compliance with any Federal, State, or local regulation that is applicable to the reservoir and the

leased Premises as a result of this Agreement, which includes but is not limited to the recreational activities and improvements performed by COUNTY.

10. OWNERSHIP AND DISPOSITION OF IMPROVEMENTS

COUNTY agrees to remove or relocate any or all of its improvements within the Premises, at COUNTY'S sole cost and expense, if DISTRICT determines, at its sole discretion, that DISTRICT'S operation or use of the Premises so require.

All permanent, temporary, or portable structures, apparatus, or other such installations, which may be located upon or installed within the Premises herein defined, by COUNTY or its designates, except as hereinafter provided, shall for all purposes be and remain the property of the constructing party during the Lease Term. It is understood and agreed that in the event such permanent, temporary, or portable improvements are not so removed, the title thereto shall thereupon and thereafter become and remain vested in DISTRICT, and DISTRICT shall have the right to remove, or order the removal of, said improvements from said Premises. All costs in connection therewith shall be accepted and paid by COUNTY on demand.

11. ASSIGNMENT AND SUBLEASING

COUNTY shall not assign this Agreement or sublease any portion of the Premises without DISTRICT'S prior written consent, which may be withheld at DISTRICT'S sole and absolute discretion.

12. FLOOD CONTROL AND WATER CONSERVATION PRIORITY

The parties acknowledge that Premises are located within the Puddingstone Reservoir area and is subject to flooding, inundation, and release of waters. COUNTY agrees to assume all liability for injury or damage to person or property within the Premises and agrees to make no claim for damages by reason of the flooding or inundation of, or release of waters from, the Premises. It is further understood and agreed that the use, operation, and maintenance of the Reservoir area, for the control, conservation, or storage of flood or other waters, will not be restricted nor will COUNTY interfere with the operational facilities of DISTRICT in acting under this Agreement.

COUNTY agrees to permit DISTRICT'S officers, agents, contractors, employees, or other designates access through, over, or across the Premises in the prosecution of their duties.

IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT and COUNTY OF LOS ANGELES, both bodies corporate and politic, by order of the Boards of Supervisors, having caused this Lease Agreement to be subscribed by the Director of each of their respective Departments and the seals of said DISTRICT and COUNTY to be affixed hereto and attested by their names, the day and year first above written.

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT,  
a body corporate and politic

By \_\_\_\_\_  
Greg Even  
Assistant Deputy Director

Date \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Mark Yanai  
Senior Deputy

Date \_\_\_\_\_

COUNTY OF LOS ANGELES,  
a body corporate and politic

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

Date \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Sonia Chan  
Senior Deputy

Date \_\_\_\_\_

## **EXHIBIT A**

File with: **PUDDINGSTONE DAM and RESERVOIR 1**  
Affects: Parcels 2 to 13, 17 to 27, 29, 32, 38, 39, 51,  
52, 60, 68, 69, and 70  
I.M. 48  
68A-RW 2, 68A-RW 2.1, and 68A-RW 3  
Fifth District  
T.G. 600 (B3, B4, B5, C4, C5, C6, and D4)  
A.M.B. 8378-022-909, 910, 911, and 912  
8378-023-901 and 902  
8378-024-906, 907, and 908  
8382-018-902  
8382-019-901  
M05W22005

## **EXHIBIT A**

### **FRANK G. BONELLI REGIONAL PARK (1)**

Lot 18 and Lots 21 to 43, inclusive, and those portions of Lots 8, 9, and 10 of Tract No. 1796, Sheet No. 2, in the City of San Dimas, County of Los Angeles, State of California, as shown on map recorded in Book 22, pages 38 and 39, of Maps, in the office of the Recorder of said County, and that portion of Lot 19, said Tract No. 1796, Sheet No. 3, in said City, as shown on map recorded in Book 22, pages 42 and 43, of Maps, in the office of said recorder, together with those portions of the "Rancho San Jose finally confirmed to Dalton, Palomares and Vejar" in said City, as shown on map recorded in Book 2, pages 292 and 293, of Patents, in the office of said recorder, and those portions of those certain streets, avenues, and drives in said Tract No. 1796, Sheet No. 2, vacated by deeds recorded in Book 13238, page 260, and Book 9969, page 367, both of Official Records, in the office of said recorder, within the following described boundaries:

Commencing at the most southerly corner of said Lot 31, Tract No. 1796, Sheet No. 2; thence along the southeasterly line of last said lot, N. 31°55'30" E. 535.86 feet to the most westerly corner of that parcel of land described in deed to Saturnino Carrion, recorded in Book 200, page 420, of Deeds, in the office of said recorder; thence along

the southwesterly line of said parcel of land, S. 57°38'22" E. 655.03 feet to the TRUE POINT OF BEGINNING; thence along the boundary of Los Angeles County Flood Control District property S. 76°45'25" W. 221.26 feet; thence S. 25°08'25" W. 90.92 feet;

thence S. 18°45'35" E. 153.55 feet;	thence S. 46°40'20" E. 175.00 feet;
thence S. 57°45'44" E. 548.41 feet;	thence S. 15°21'27" E. 161.57 feet;
thence S. 13°14'53" W. 110.36 feet;	thence S. 20°28'35" E. 353.00 feet;
thence S. 10°19'37" W. 101.52 feet;	thence N. 11°36'34" W. 142.22 feet;
thence N. 45°58'02" W. 238.38 feet;	thence N. 20°38'26" W. 135.09 feet;
thence N. 48°06'28" W. 291.29 feet;	thence N. 67°23'13" W. 90.24 feet;
thence S. 69°37'37" W. 143.06 feet;	thence N. 87°17'26" W. 77.04 feet;
thence S. 49°37'39" W. 299.69 feet;	thence S. 30°10'56" W. 136.31 feet;
thence S. 57°26'00" W. 660.00 feet;	thence N. 80°15'36" W. 265.00 feet;
thence N. 43°46'37" W. 239.50 feet;	thence S. 52°47'39" W. 100.25 feet;
thence S. 16°24'09" W. 157.31 feet;	thence S. 9°56'01" W. 282.00 feet;
thence S. 77°35'43" W. 171.12 feet;	thence N. 56°52'27" W. 137.97 feet;
thence N. 21°50'22" W. 308.00 feet;	thence N. 83°06'37" W. 81.98 feet;
thence S. 42°09'40" W. 101.64 feet;	thence S. 29°19'30" W. 176.48 feet;
thence S. 15°43'35" W. 214.96 feet;	thence S. 9°02'55" W. 278.69 feet;
thence S. 11°38'00" E. 178.83 feet;	thence S. 41°56'20" W. 70.06 feet;
thence S. 2°42'40" W. 98.19 feet;	thence S. 26°32'15" E. 95.88 feet;
thence S. 57°04'31" E. 93.51 feet;	thence S. 46°52'36" E. 141.26 feet;
thence S. 85°34'50" E. 200.00 feet;	thence N. 74°30'00" E. 100.00 feet;
thence S. 88°54'00" E. 397.37 feet;	thence N. 71°56'40" E. 156.13 feet;
thence S. 49°11'39" W. 125.00 feet;	thence S. 64°10'39" W. 320.48 feet;
thence S. 6°22'51" E. 131.91 feet;	thence N. 66°57'30" W. 100.64 feet;
thence S. 51°13'20" W. 577.00 feet;	thence N. 77°55'37" W. 173.60 feet;
thence S. 41°55'32" W. 161.91 feet;	thence N. 14°54'24" E. 272.45 feet;
thence N. 44°18'36" W. 325.85 feet;	thence S. 85°33'54" W. 191.22 feet;
thence S. 68°14'49" W. 66.16 feet;	thence S. 88°57'58" W. 254.38 feet;

thence N. 33°23'24" E.	102.00 feet;	thence N. 77°28'24" E.	134.27 feet;
thence N. 48°09'54" E.	154.16 feet;	thence N. 30°00'21" W.	190.25 feet;
thence N. 46°20'40" W.	345.00 feet;	thence S. 75°13'49" E.	266.58 feet;
thence N. 61°14'16" E.	203.08 feet;	thence N. 4°15'14" W.	485.41 feet;
thence N. 28°40'14" W.	58.23 feet;	thence N. 42°42'16" E.	95.49 feet;
thence N. 22°52'53" E.	97.08 feet;	thence N. 5°29'20" E.	200.00 feet;
thence N. 39°54'30" E.	82.78 feet;	thence N. 24°20'50" E.	193.10 feet;
thence N. 12°55'35" E.	386.99 feet;	thence N. 44°47'53" E.	175.40 feet;
thence N. 36°41'36" E.	200.66 feet;	thence N. 11°59'27" E.	181.38 feet;
thence N. 16°28'33" W.	112.40 feet;	thence N. 47°14'48" W.	94.24 feet;
thence N. 81°07'03" W.	108.15 feet;	thence S. 69°44'04" W.	126.50 feet;
thence S. 40°08'11" W.	283.42 feet;	thence S. 19°24'41" W.	253.99 feet;
thence S. 57°09'26" W.	169.13 feet;	thence N. 9°19'49" W.	488.66 feet;
thence N. 32°11'34" W.	100.58 feet;	thence N. 84°19'04" W.	224.35 feet;
thence S. 62°39'41" W.	148.00 feet;	thence S. 33°18'56" W.	132.00 feet;
thence S. 9°41'11" W.	92.45 feet;	thence S. 24°18'18" E.	113.97 feet;
thence S. 21°24'54" W.	122.01 feet;	thence S. 60°53'11" W.	95.00 feet;
thence S. 28°42'11" W.	171.35 feet;	thence S. 39°06'52" W.	226.59 feet;
thence S. 12°11'02" W.	188.01 feet;	thence S. 42°46'10" W.	77.25 feet;
thence S. 9°51'17" E.	74.74 feet;	thence S. 25°07'11" W.	39.72 feet;
thence N. 25°02'46" W.	118.11 feet;	thence N. 30°19'25" E.	61.40 feet;
thence N. 10°40'43" W.	186.18 feet;	thence N. 74°03'55" W.	90.00 feet;
thence N. 46°22'31" E.	148.19 feet;	thence N. 28°33'27" E.	100.40 feet;
thence N. 56°56'18" W.	75.81 feet;	thence N. 87°47'08" W.	65.74 feet;
thence N. 75°25'00" W.	121.41 feet;	thence N. 75°34'54" E.	110.07 feet;
thence N. 41°32'36" W.	49.47 feet;	thence S. 85°07'06" E.	184.38 feet;
thence N. 17°26'35" E.	176.81 feet;	thence N. 24°04'59" E.	163.58 feet;
thence N. 50°24'21" W.	103.32 feet;	thence N. 71°55'36" W.	206.38 feet;
thence N. 77°03'45" E.	154.18 feet;	thence N. 59°28'24" E.	115.00 feet;



thence N. 38°58'24" E. 241.57 feet; thence N. 14°35'24" E. 71.79 feet;  
 thence N. 44°41'06" W. 216.87 feet; thence N. 78°49'24" E. 226.52 feet;  
 thence N. 16°06'53" E. 210.44 feet; thence N. 85°56'01" E. 162.00 feet;  
 thence N. 32°26'46" E. 201.23 feet; thence N. 82°13'22" W. 150.81 feet;  
 thence S. 63°04'53" W. 170.72 feet; thence N. 74°09'00" W. 158.64 feet;  
 thence S. 86°26'15" W. 185.00 feet; thence N. 62°15'40" W. 120.94 feet;  
 thence N. 83°42'08" W. 450.58 feet; thence N. 9°58'53" W. 474.49 feet;  
 thence N. 7°15'07" E. 974.40 feet to a point in the southwesterly line of said  
 Lot 19, Tract No. 1796, Sheet No. 3, as shown on map recorded in Book 22, pages 42  
 and 43, of Maps, in the office of said recorder; thence along said  
 southwesterly line S. 56°45'00" E. 39.34 feet; thence N. 40°41'00" E. 262.00 feet;  
 thence N. 56°36'00" E. 296.50 feet; thence S. 89°02'00" E. 442.10 feet;  
 thence N. 50°39'00" E. 86.00 feet; thence N. 30°13'00" W. 104.00 feet;  
 thence N. 49°50'00" W. 113.00 feet; thence N. 25°44'00" W. 101.00 feet;  
 thence N. 58°14'00" W. 81.00 feet; thence N. 81°22'00" W. 159.00 feet;  
 thence N. 63°32'00" W. 204.00 feet; thence N. 39°56'00" W. 117.00 feet;  
 thence N. 3°14'00" E. 456.00 feet; thence N. 26°31'00" W. 186.00 feet;  
 thence N. 30°13'00" W. 143.00 feet; thence N. 60°12'00" W. 45.00 feet;  
 thence N. 44°17'00" W. 168.00 feet; thence N. 14°41'00" E. 75.00 feet;  
 thence N. 1°23'00" E. 175.00 feet; thence N. 33°32'00" E. 124.80 feet;  
 thence N. 41°16'00" W. 56.00 feet; thence S. 57°51'00" W. 296.00 feet;  
 thence N. 4°43'00" W. 422.12 feet to the southwesterly extremity of that course in the  
 generally northerly boundary of said Lot 19, Tract No. 1796. Sheet No. 3, having a  
 length of 115.00 feet; thence in a generally easterly direction along said generally  
 northerly boundary to the northeast corner of Lot 16, said Tract No. 1796, Sheet No. 2;  
 thence westerly along the northerly line of said Lot 16 and Lot 17, and southerly and  
 easterly along the westerly and southerly lines of said Lot 17 to the easterly line of said  
 Lot 18, Tract No. 1796, Sheet No. 2; thence southerly along said easterly line to the  
 southerly side line of that 60-foot wide strip of land described in deed to County of Los

Angeles, recorded in Book 13005, page 246, of Official Records, in the office of said recorder; thence southeasterly along last said southerly side line to the westerly line of said Lot 10, Tract No. 1796, Sheet No. 2; thence along said westerly line N. 46°24'00" W. to a point in said westerly line, said point being the westerly extremity of that course described in deed to Los Angeles County Flood Control District, recorded in Book 3813, page 378, of said Official Records, as having a bearing and length of N. 79°47'30" W. 149.78 feet; thence northerly along the curved and tangent portions of said westerly line, 135.09 feet to the beginning of a tangent curve concave to the northeast and having a radius of 143.85 feet; thence southeasterly along said curve 85.26 feet; thence tangent to said curve S. 49°21'30" E. 50.77 feet to the beginning of a tangent curve concave to the north and having a radius of 106.46 feet; thence easterly along said curve, a distance of 80.17 feet to the beginning of a tangent curve concave to the north and having a radius of 480.00 feet, a radial line through said last mentioned beginning of a curve bears S. 2°30'15" E.; thence easterly along said curve 97.29 feet to the end of same; thence tangent to said curve N. 75°52'57" E. 121.93 feet to the beginning of a tangent curve concave to the northwest and having a radius of 206.32 feet; thence northeasterly along said curve, a distance of 68.16 feet to the beginning of a tangent curve concave to the northwest and having a radius of 130 feet, a radial line through said last mentioned beginning of curve bears S. 33°02'48" E.; thence northeasterly along said curve a distance of 70.87 feet to the end of same; thence tangent to said curve N. 25°43'12" E. 63.68 feet to the beginning of a tangent curve concave to the northeast and having a radius of 240 feet; thence northeasterly along said curve 14.22 feet to a point in the easterly line of said Lot 10, a radial line through said last mentioned point bears N. 60°53'10" W.; thence along said easterly line of Lot 10, N. 6°36'00" E. to the generally northerly side line of said 60-foot wide strip of land described in said deed to County of Los Angeles; thence easterly and southerly along said generally northerly side line to the easterly line of said Lot 9, Tract No. 1796, Sheet No. 2; thence along last said easterly line S. 16°25'00" E. to a point distant N. 16°25'00" W. 162.58 feet from the most easterly corner of said Lot 9;

thence S. 87°51'00" E. 417.42 feet; thence S. 16°25'00" E. 80.40 feet;  
 thence S. 76°13'00" E. 164.52 feet; thence N. 74°24'00" E. 280.38 feet;  
 thence N. 89°45'00" E. 117.30 feet; thence N. 75°48'00" E. 108.15 feet;  
 thence S. 89°22'00" E. 38.07 feet to the southeasterly line of said Lot 8, Tract  
 No. 1796, Sheet No. 2; thence along said southeasterly line N. 58°37'00"E. to a point  
 distant S. 58°37'00" W. 201.23 feet from the southwesterly extremity of that curve in last  
 said southeasterly line having a length of 127.95 feet and a radius of 1,313.00 feet;  
 thence N. 50°37'00" E. 143.92 feet; thence N. 55°26'00" E. 540.07 feet; thence  
 N. 55°20'00" E. 228.72 feet to said southeasterly line of Lot 8; thence southerly in a  
 direct line to the northwesterly corner of said Lot 42, Tract No. 1796, Sheet No. 2;  
 thence northeasterly and easterly along the generally northerly line of said Lot 42 to the  
 southerly side line of said 60-foot wide strip of land described in said deed to said  
 County of Los Angeles; thence easterly along last said southerly side line to the  
 southerly side line of that 40-foot wide strip of land described in deed to the County of  
 Los Angeles, recorded in Book 4476, page 156, of said Official Records; thence  
 easterly along said southerly side line to the northerly line of said Lot 43, Tract  
 No. 1796, Sheet No. 2; thence easterly along last said northerly line to the northeasterly  
 corner of said Lot 43; thence along the southeasterly line of said Lot 43, S. 31°54'00"W.  
 245.61 feet; thence continuing along the boundary of Los Angeles County Flood Control  
 District property, N. 78°35'30" E. 94.68 feet; thence N. 87°00'30" E. 102.14 feet; thence  
 N. 80°00'30" E. 338.38 feet; thence N. 63°59'30" E. 574.62 feet; thence N. 8°34'54" E.  
 to the southerly side line of that 40-foot wide strip of land described in an easement  
 deed to said County of Los Angeles, recorded in Book 10049, page 69, of said Official  
 Records; thence easterly along said southerly side line and the southerly side line of  
 that 40-foot wide strip of land described in easement deed to the County of Los  
 Angeles, recorded in Book 3139, page 82, of said Official Records, to the northeasterly  
 prolongation of that course in the easterly boundary of that parcel of land described in a  
 Grant Deed to Los Angeles County Flood Control District, recorded in Book 3839, page  
 122, of said Official Records, said course having a bearing and length of

S. 21°59'00" W. 319.35 feet; thence along said course S. 21°59'00" W. to the southerly extremity of last said course; thence S. 32°26'30" E. 277.52 feet;

thence S. 0°28'00" E. 324.37 feet; thence S. 23°30'30" E. 566.54 feet;

thence S. 40°58'30" E. 342.08 feet; thence S. 48°07'00" E. 60.30 feet;

thence S. 20°07'00" E. 155.15 feet to the southerly line of the land described in deed to R.T. Soper, recorded in Book 3205, page 211, of Deeds, in the office of said recorder;

thence along last said southerly line N. 66°07'00" W. 192.24 feet; thence S. 62°23'00" W. 60.07 feet; thence S. 43°53'00" W. 430.53 feet;

thence S. 36°28'30" W. 450.20 feet; thence S. 20°37'30" W. 160.78 feet;

thence N. 56°50'30" W. 161.05 feet; thence N. 54°43'00" W. 464.20 feet;

thence N. 21°19'00" W. 159.28 feet; thence N. 50°20'00" W. 174.64 feet;

thence N. 49°52'30" W. 363.73 feet; thence N. 65°55'00" W. 164.37 feet;

thence S. 68°47'00" W. 65.09 feet; thence S. 21°32'00" W. 70.52 feet;

thence S. 3°58'00" W. 446.28 feet; thence S. 1°37'00" W. 375.24 feet;

thence N. 50°09'00" W. 416.62 feet; thence S. 71°51'00" W. 223.72 feet;

thence N. 72°29'00" W. 101.98 feet; thence N. 50°59'00" W. 158.41 feet;

thence N. 82°33'00" W. 427.07 feet; thence N. 87°50'00" W. 226.73 feet

to a point in the southeasterly line of Lot 35 of the aforesaid Tract No. 1796, distant N. 31°54'00" E. thereon 572.05 feet from the most southerly corner of said Lot 35;

thence S. 31°54'00" W. along the southeasterly line of said Tract No. 1796 to a point, distant N. 31°54'00" E. 174.65 feet from the most easterly corner of said Lot 31, Tract No. 1796, Sheet No. 2; thence S. 25°06'30" E. 82.77 feet; thence S. 42°56'00" E. 455.60 feet; thence S. 35°09'30" W. 28.75 feet to the southwesterly line of said parcel of land described in said deed to Saturnino Carrion, recorded in Book 200, page 420, of Deeds, in the office of said recorder; thence southeasterly along said southwesterly line to said TRUE POINT OF BEGINNING.

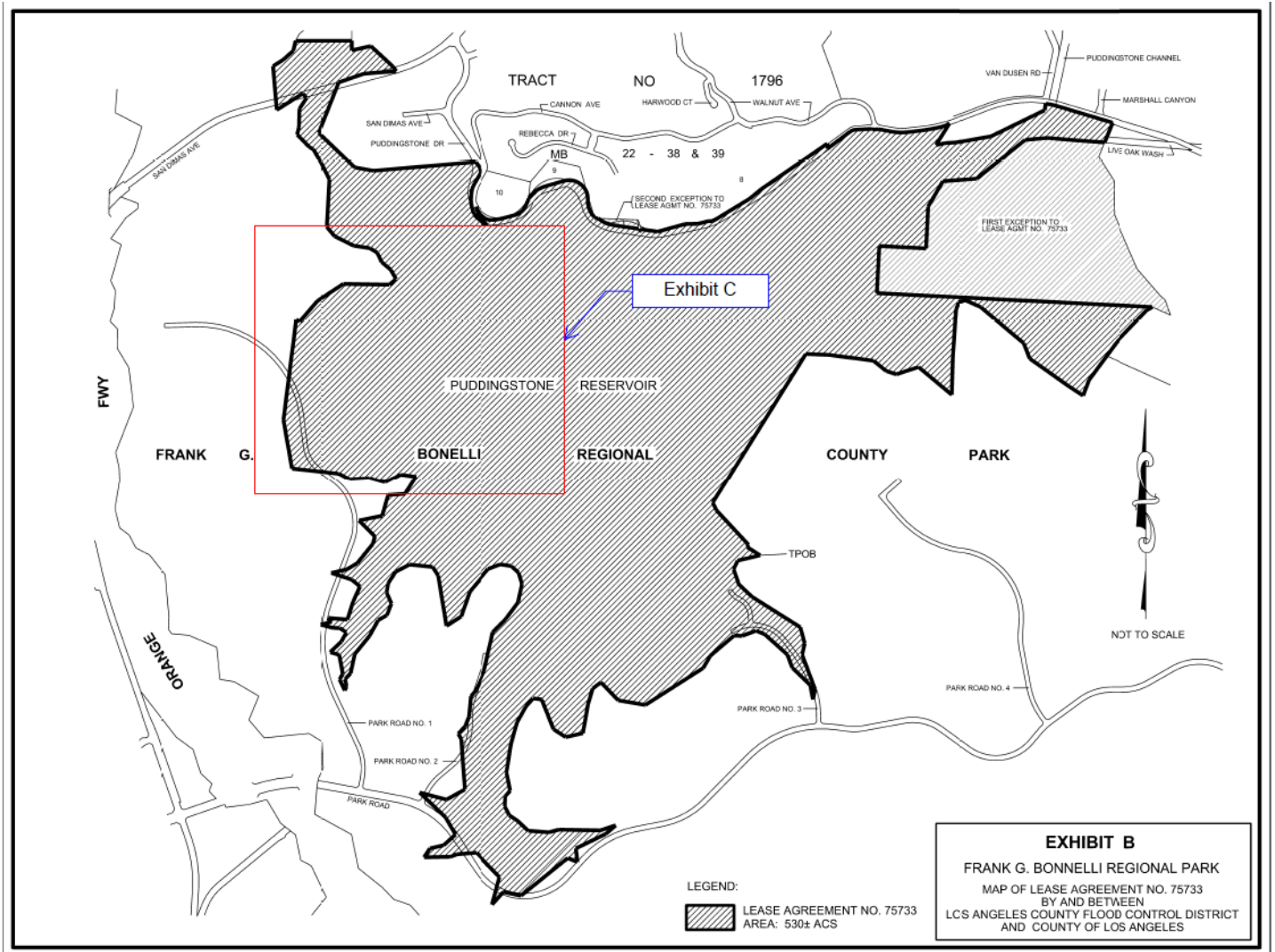
EXCEPTING therefrom that portion thereof within the following described boundaries:



Beginning at the northeasterly corner of said certain parcel of land described in deed recorded in Book 4421, page 122; thence North 88°02'10" West along the northerly line of said last-mentioned certain parcel of land, a distance of 150 feet to the northeasterly corner of said certain parcel of land described in deed recorded in Book 3882, page 136; thence continuing westerly along the northerly line of said last-mentioned certain parcel of land, North 88°02'10" West 241.08 feet to the northerly side line of that certain 60-foot wide strip of land described in an easement deed to the County of Los Angeles, recorded in Book D6081, page 563, of said Official Records; thence easterly along said northerly side line to a straight line which bears South 6°10'06" East and which passes through a point in said northerly line of that certain parcel of land described in Book 4421, page 122, distant along said last-mentioned northerly line North 88°02'10" West 7.00 feet from said northeasterly corner; thence southerly along said straight line to a straight line which bears South 83°29'29" East and which passes through a point in the easterly line of said last-mentioned certain parcel of land, distant along said easterly line South 16°36'10" East 110.37 feet from said northeasterly corner; thence easterly along said last-mentioned straight line to said easterly line; thence northerly along said easterly line to said northerly side line; thence easterly along said northerly side line to the northerly line of said certain parcel of land described in deed recorded in Book 4888, page 118; thence westerly along said last-mentioned northerly line to said easterly line; thence northerly along said easterly line to the point of beginning.

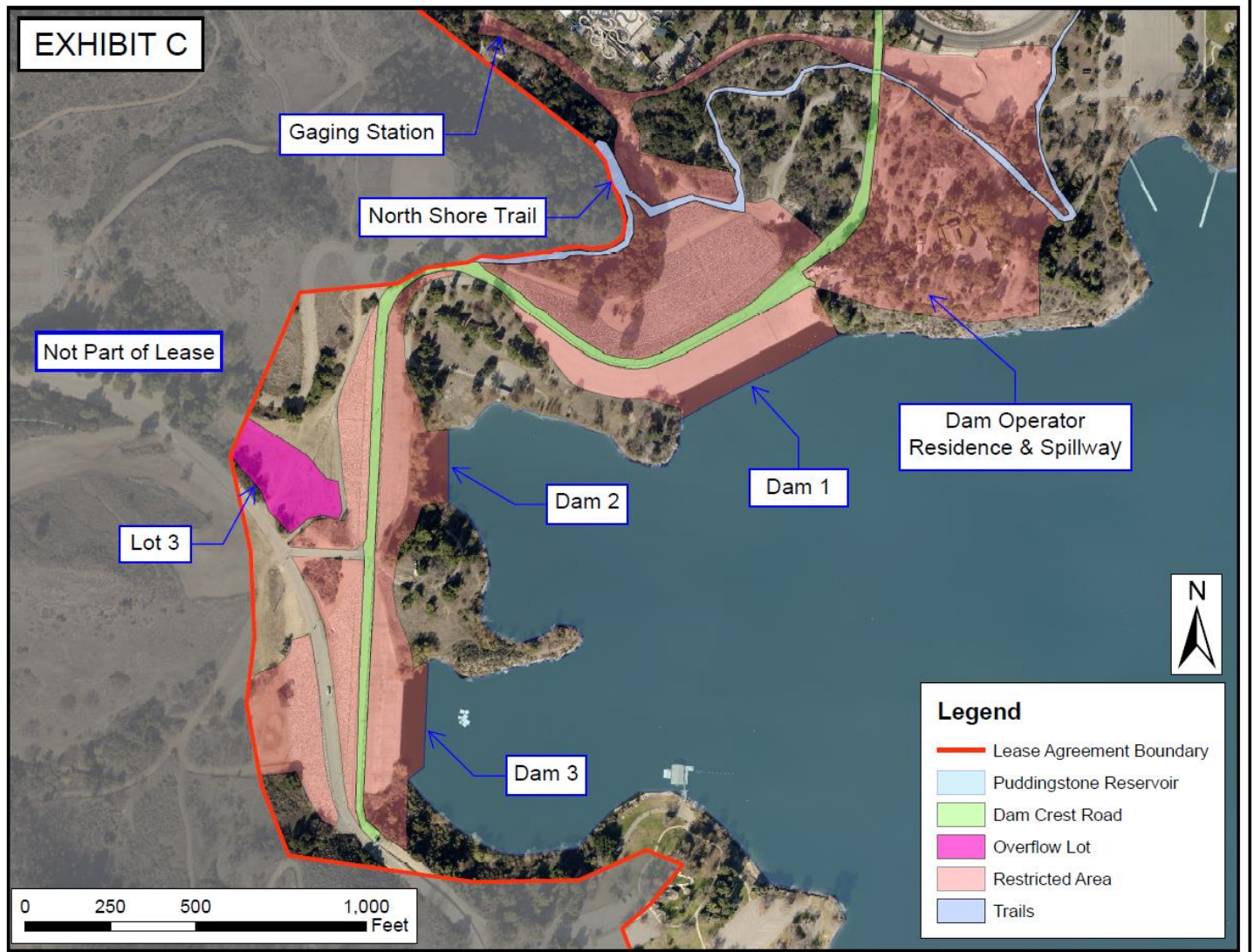
LP:\DMSfiles\bonelli park.doc

## EXHIBIT B



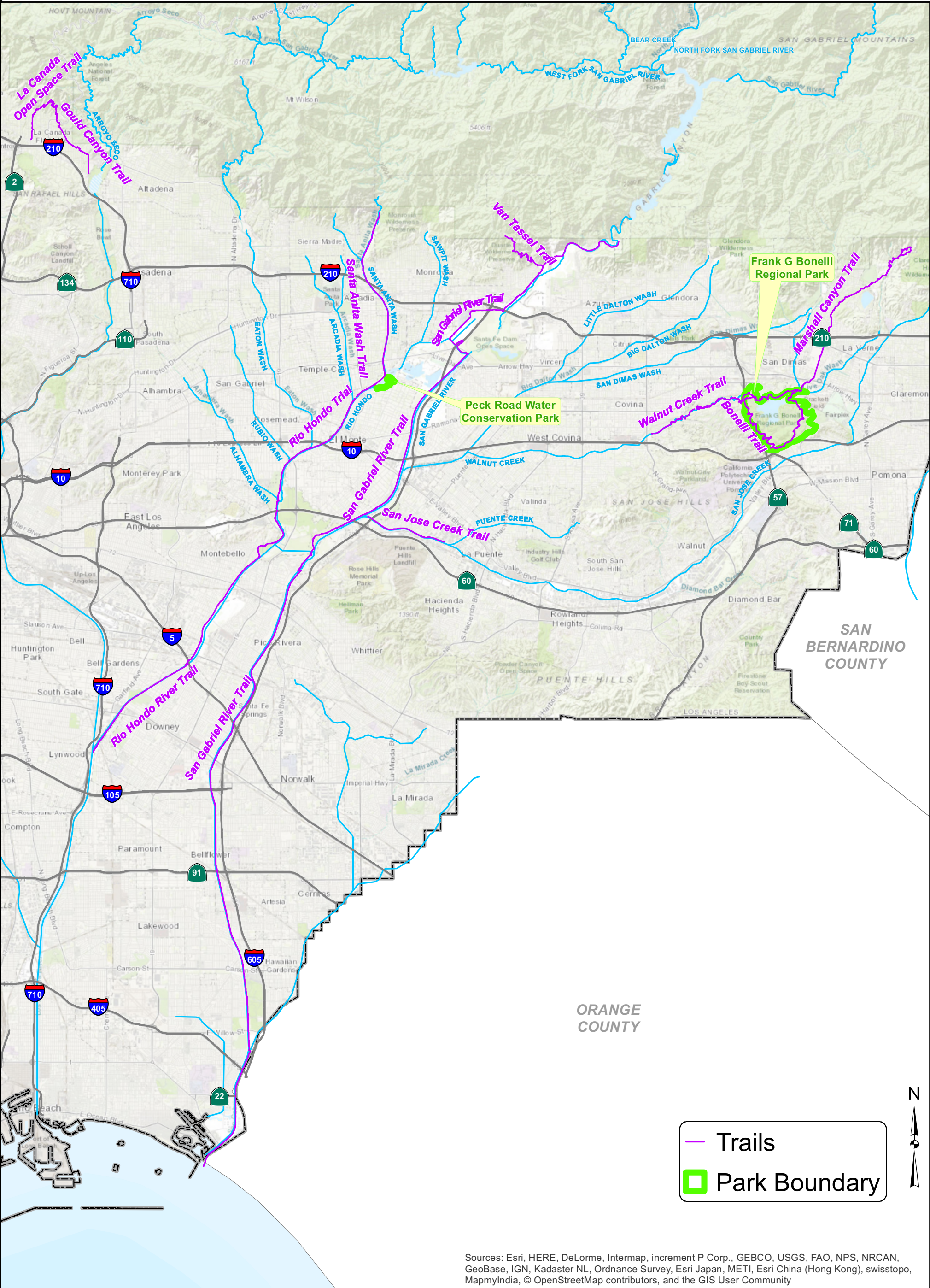


## EXHIBIT C





LEASE BETWEEN COUNTY OF LOS ANGELES AND THE LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT FOR FRANK G. BONELLI REGIONAL PARK  
AND RECREATION AREA IN THE CITY OF SAN DIMAS; FUNDING AGREEMENT  
FOR BONELLI PARK, PECK ROAD PARK IN THE UNINCORPORATED COUNTY  
AREA ADJACENT TO ARCADIA; AND CERTAIN HIKING AND EQUESTRIAN  
TRAILS LOCATED ON LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
RIGHT OF WAY FOR FISCAL YEAR 2023-24



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



**FRANK G. BONELLI  
REGIONAL PARK AND  
RECREATION AREA  
LEASE NO. \_\_\_\_\_**

**LEASE OF FRANK G. BONELLI REGIONAL PARK AND RECREATION AREA  
(FISCAL YEAR 2023-24)**

This Lease is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, between the County of Los Angeles "COUNTY" and the Los Angeles County Flood Control District "DISTRICT."

WHEREAS, the DISTRICT is the owner of certain property known as Puddingstone Dam and Reservoir (hereinafter referred to as PUDDINGSTONE RESERVOIR), generally located in the City of San Dimas; and

WHEREAS, COUNTY is the owner of certain property known as Frank G. Bonelli Regional Park and Recreation Area (hereinafter referred to as BONELLI PARK), which is also located in the City of San Dimas and is adjacent to the PUDDINGSTONE RESERVOIR; and

WHEREAS, Section 2, Subsection 15, of the Los Angeles County Flood Control Act (hereinafter referred to as the ACT) authorizes the DISTRICT to preserve, enhance, and add recreational features to its properties and, upon a finding by the Board of Supervisors that the acquisition is necessary for such purposes, to acquire, preserve, enhance, and add recreational features to lands or interests in lands contiguous to DISTRICT properties, for the protection, preservation, and use of the scenic beauty and natural environment of such properties or such lands; and

WHEREAS, the acquisition by the DISTRICT of a leasehold interest in BONELLI PARK is necessary for the recreational use of the scenic beauty and natural environment of the PUDDINGSTONE RESERVOIR; and

WHEREAS, DISTRICT intends to effectuate the purpose of the above-referenced section of the ACT by entering into this lease Agreement with COUNTY for BONELLI PARK and executing a Funding Agreement, as consideration for the lease, to provide partial funding to protect, preserve, and use of the scenic beauty of PUDDINGSTONE RESERVOIR and BONELLI PARK during the Fiscal Year 2023-24.

NOW, THEREFORE, COUNTY and DISTRICT, for and in consideration of the mutual benefits, covenants, and agreements set forth herein, do hereby agree as follows:

1. Leased Premises

The COUNTY hereby leases to the DISTRICT those parcels of land, which are part of BONELLI PARK, as shown on the map identified as Exhibit A, Puddingstone Dam & Reservoir/Frank G. Bonelli Regional Park, attached hereto and made a part hereof.

2. Term

The term of this Lease begins on July 1, 2023, through and including June 30, 2024.

3. Consideration

As consideration for this Lease, DISTRICT shall provide partial funding for certain operational and maintenance costs of existing recreational features at the BONELLI PARK. The terms of the funding are set forth in the FUNDING AGREEMENT REGARDING THE PRESERVATION OF RECREATIONAL FEATURES AT FRANK G. BONELLI REGIONAL PARK AND RECREATION AREA, PECK ROAD PARK, AND VARIOUS HIKING AND EQUESTRIAN TRAILS between the DISTRICT and the COUNTY.

4. Purpose

The purpose of this Lease is to protect, preserve, and enable the integrated recreational use of the scenic beauty and natural environment of PUDDINGSTONE RESERVOIR and BONELLI PARK through funding provided by the DISTRICT in compliance with the provisions of Section 2, Subsection 15, of the ACT. It is not the intention of the DISTRICT to use or occupy the leased premises or to perform the actual maintenance thereof.

5. Assignment of Lease

The DISTRICT agrees with regard to any rights obtained pursuant to this Lease, not to sublease, or grant any license to use or occupy any portion of BONELLI PARK, except to the State of California. In addition, this Lease is not assignable.

6. Indemnification

COUNTY agrees to indemnify, defend, and save harmless DISTRICT, its agents, officers, and employees, from and against any and all actions, causes of action, liability, expense (including any and all legal costs, attorney fees, and litigation expenses), and claims of any nature whatsoever, including but not limited to actions, causes of action, liabilities, expenses and claims for bodily injury, death, personal injury, or property damage, which relate to, arise out of, or in any way are connected with this Lease or the ownership, control, operation and/or maintenance, including any acts or omissions relating thereto, of any of BONELLI PARK, including any and all facilities, structures, natural conditions, improved conditions, and hybrid natural and artificial conditions located thereon.

7. Taxes

The DISTRICT shall not be liable for any and all taxes and/or assessments levied upon BONELLI PARK. COUNTY agrees that pursuant to paragraph 6 hereof, the COUNTY shall indemnify, defend, and save the DISTRICT harmless from any and all such taxes and assessments.

8. Notices

All notices by either party to the other shall be sent to the other party at the addresses below.

COUNTY - Executive Office  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012-2713

DISTRICT - Los Angeles County Public Works  
Stormwater Maintenance Division  
Annex Building, Second Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

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IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by and through their respective duly authorized officers, as follows.

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT,  
a body corporate and politic

COUNTY OF LOS ANGELES,  
a body corporate and politic

By \_\_\_\_\_  
Chief Engineer

By \_\_\_\_\_  
Director of Parks and Recreation

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

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

**FUNDING AGREEMENT REGARDING THE PRESERVATION OF  
RECREATIONAL FEATURES AT FRANK G. BONELLI REGIONAL PARK AND  
RECREATION AREA, PECK ROAD PARK, AND  
VARIOUS HIKING AND EQUESTRIAN TRAILS  
FOR FISCAL YEAR 2023-24**

THIS FUNDING AGREEMENT is made and entered into by and between the Los Angeles County Flood Control District (hereinafter referred to as DISTRICT), and the County of Los Angeles (hereinafter referred to as COUNTY).

WHEREAS, Section 2, subsection 15, of the Los Angeles County Flood Control Act authorizes the DISTRICT to preserve, enhance, and add recreational features to its properties and, upon a finding by the Board of Supervisors that the acquisition is necessary for such purposes, to acquire, preserve, enhance, and add recreational features to lands or interests in lands contiguous to DISTRICT properties for the protection, preservation, and use of the scenic beauty and natural environment of such properties or such lands; and

WHEREAS, the COUNTY by and through its Department of Parks and Recreation (hereinafter referred to as DEPARTMENT), currently operates and maintains the Frank G. Bonelli Regional Park and Recreation Area (hereinafter referred to as BONELLI PARK), Peck Road Park, and the following hiking and equestrian trails:

Rio Hondo River Trail  
Santa Anita Wash Trail  
San Gabriel River Trail  
Van Tassel Trail  
San Jose Creek Trail  
Walnut Creek Trail  
Bonelli Regional Park Trail  
Marshall Canyon Trail  
Gould Canyon Trail  
La Canada Open Space

all of which are hereinafter collectively referred to as "PARKS AND TRAILS;" and

WHEREAS, said PARKS AND TRAILS are either located on DISTRICT property or on property contiguous to DISTRICT property in which the DISTRICT has acquired an interest; and

WHEREAS, to facilitate DISTRICT funding for recreational features at BONELLI PARK, COUNTY and the DISTRICT propose to execute a lease under which the DISTRICT will acquire a leasehold interest in BONELLI PARK for a leasehold term concurrent with the term of this FUNDING AGREEMENT (hereinafter referred to as the BONELLI LEASE); and

WHEREAS, it is the intention of both parties hereto that the sole purpose of this FUNDING AGREEMENT is to provide partial DISTRICT funding consistent with the provisions of Section 2, subsection 15, of the Los Angeles County Flood Control Act, during the Fiscal Year 2023-24, and the mutual written approval of the Chief Engineer of the DISTRICT and Director of Parks and Recreation (hereinafter referred to as DIRECTOR), or its designee, for recreational features at said PARKS AND TRAILS, all as set forth herein.

NOW, THEREFORE, DISTRICT and COUNTY, for and in consideration of the mutual benefits, promises, and agreements set forth herein, do agree as follows:

1. Subject to the terms and conditions of this FUNDING AGREEMENT, DISTRICT shall reimburse COUNTY for ACTUAL COSTS (as described below) incurred during the term of this FUNDING AGREEMENT for certain of the COUNTY'S operation and maintenance expenditures at said PARKS AND TRAILS. The total of all DISTRICT reimbursements made pursuant to this FUNDING AGREEMENT shall not exceed the sum of \$4,900,000 and further, shall not exceed the following respective maximum amounts for each facility:

Bonelli Park	\$4,142,000
Peck Road Park	\$361,000
Park Trails	\$397,000

In no event shall any provision of this FUNDING AGREEMENT nor any obligation or liability imposed either directly or indirectly by or because of this FUNDING AGREEMENT obligate DISTRICT to expend any monies in excess of the amounts indicated within this Section.

2. ACTUAL COSTS shall consist of and be limited to actual costs consistent with the provisions Section 2, subsection 15, of the Los Angeles County Flood Control Act, incurred at said PARKS AND TRAILS for trails maintenance, grounds maintenance, building maintenance, utilities, lifeguards, and safety police and shall include currently applicable percentages added to salary, wage, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items. Additionally, in regard to BONELLI PARK, ACTUAL COSTS shall be limited to the aforementioned costs only as they relate to the following (collectively referred to as BONELLI COSTS): (a) the maintenance of the trails and Puddingstone Reservoir as depicted on the diagram entitled "Puddingstone Dam and Reservoir/Frank G. Bonelli Regional Park Use and Amenities" attached hereto as Exhibit A; (b) the recreational amenities within the boundaries of the MAINTAINED AREAS as depicted on Exhibit A; and (c) the BOAT INSPECTION as depicted on Exhibit A.
3. DISTRICT's obligation to reimburse COUNTY for BONELLI COSTS incurred during the term of this FUNDING AGREEMENT is contingent upon COUNTY and

DISTRICT entering into the BONELLI LEASE. In no event shall DISTRICT have any obligation whatsoever to reimburse COUNTY for any BONELLI COSTS unless and until COUNTY and DISTRICT enter into said lease.

4. COUNTY shall provide the required labor, equipment, and materials for the operation and maintenance of PARKS AND TRAILS in accordance with standard DEPARTMENT practices during the term of this FUNDING AGREEMENT.
5. COUNTY shall keep accurate and up-to-date records of all expenses incurred relative to any ACTUAL COSTS for which COUNTY is reimbursed by DISTRICT pursuant to this FUNDING AGREEMENT. The books and records of the DEPARTMENT will be available upon reasonable notice for review by DISTRICT staff. DEPARTMENT shall retain operating and fiscal records for a minimum of four years following the termination of this FUNDING AGREEMENT.
6. COUNTY shall invoice DISTRICT on a quarterly basis in a form prescribed by the COUNTY Auditor-Controller for the ACTUAL COSTS to be reimbursed pursuant to this FUNDING AGREEMENT. The invoices shall indicate the location of the work performed, type of work performed (i.e., trail maintenance, building maintenance, utilities, etc.), and detail of expenses (i.e., labor classification, equipment, supplies, and applicable overhead rates). The invoices shall also include a statement from the DIRECTOR, or its designee, certifying that all costs billed to the DISTRICT are appropriate and proper expenditures under Section 2, subsection 15, of the Los Angeles County Flood Control Act and as described under Section 2 of this Funding Agreement.
7. Quarterly invoices prepared by the DEPARTMENT are to be submitted to the DISTRICT through an eCAPS ITARV document.
8. The term of this FUNDING AGREEMENT begins on July 1, 2023, through and including June 30, 2024.
9. In executing this FUNDING AGREEMENT, the DISTRICT is merely providing funding for recreational features at COUNTY PARKS AND TRAILS. Consistent with the nature of this FUNDING AGREEMENT as strictly a funding mechanism, it is the intention of the parties hereto that neither DISTRICT, nor any officer or employee of DISTRICT, shall be liable for any damage, cost, or expense, which relates to, arises out of, or is in any way connected with this FUNDING AGREEMENT or with any of the PARKS AND TRAILS for which funding is herein provided as a result of this FUNDING AGREEMENT.
10. COUNTY agrees to indemnify, defend, and save DISTRICT, its agents, officers, and employees, harmless from and against any and all actions, causes of action, liability, expense (including any and all legal costs, attorney fees, and litigation expenses), and claims of any nature whatsoever, including but not limited to actions, causes of action, liabilities, expenses, and claims for bodily injury, death,



personal injury, or property damage, arising from the acts or omissions by COUNTY which relate to, arise out of, or in any way are connected with this FUNDING AGREEMENT, the execution of this FUNDING AGREEMENT by the parties hereto, or the ownership, control, operation, and/or maintenance, including any acts or omissions relating thereto, of any of the PARKS AND TRAILS, including any and all facilities, structures, natural conditions, improved conditions, and hybrid natural and artificial conditions located thereon.

IN WITNESS WHEREOF, the parties hereto have caused this FUNDING AGREEMENT to be executed by and through their respective duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_ 2023, as follows:

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT,  
a body corporate and politic

COUNTY OF LOS ANGELES,  
a body corporate and politic

By \_\_\_\_\_  
Chief Engineer

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

APPROVED AS TO FORM:

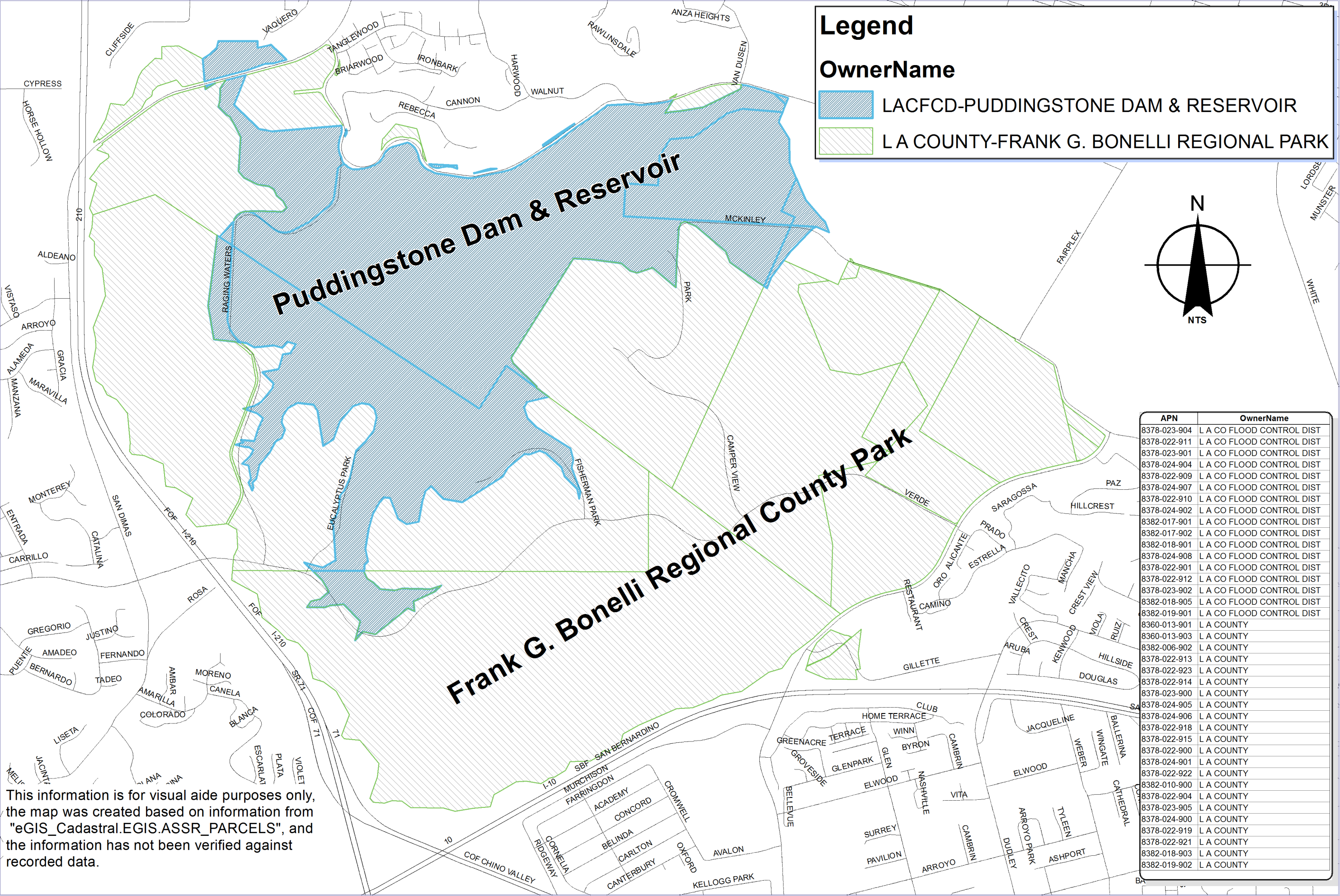
DAWYN R. HARRISON  
County Counsel

\_\_\_\_\_  
Deputy

\_\_\_\_\_  
Deputy

EXHIBIT A

Puddingstone Dam & Reservoir/Frank G. Bonelli Regional Park



This information is for visual aid purposes only, the map was created based on information from "eGIS\_Cadastral.EGIS.ASSR\_PARCELS", and the information has not been verified against recorded data.



Exhibit B

Puddingstone Dam & Reservoir/Frank G. Bonelli Regional Park Use & Amenities

FRANK G. BONELLI REGIONAL PARK  
120 E. VIA VERDE  
SAN DIMAS, CA 91773  
(909) 599-8411

**PARK INFORMATION:**  
250 ACRES OF LAKE SURFACE  
5 MILES OF SHORELINE  
LAKE DEEPEST POINT 60 FT.  
1799 ACRES OF LAND  
14 MILES OF TRAILS

ATTENDANCE TOTAL

SHORELINE

PICNICS: 251,619  
PERCENT USAGE: 34%

SWIMMERS: 61,057  
PERCENT USAGE: 8%

FISHERMAN: 51,087  
PERCENT USAGE: 7%

BOATERS: 18,323  
PERCENT USAGE: 3%

GROUP PICNICS: 167,747  
PERCENT USAGE: 21%

SPECIAL EVENTS /  
RESERVATIONS: 45,866  
PERCENT USAGE: 6%

TRAIL USAGE: 29,790  
PERCENT USAGE: 4%

APPROXIMATE PASSIVE  
RECREATION: 125,000  
PERCENT USAGE: 17%

TOTAL = 750,489

TOTAL LAKE ACTIVITY

VISITORS: 427,952  
PERCENT USAGE: 58%

- SHORE LINE
- MAINTAINED AREAS
- (16) RESTROOMS
- (6) PLAYGROUNDS
- (4) GATE ENTRANCE
- BOAT INSPECTION





# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023	
<b>BOARD MEETING DATE</b>	11/7/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Acquisition of Maintenance Equipment	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$28,670,000	Funding source: Financing is included in the Internal Service Fund (B04-Capital Assets Equipment) Fiscal Year 2023-24 Budget, which will be reimbursed by the Public Works General Fund (A01), Consolidated Sewer Maintenance District Fund (J14), Flood Control District Fund (B07), Road Fund (B03), Waterworks District Fund (N63), and other various Public Works Funds in Other Financing Uses.
	TERMS (if applicable):	
	Explanation: These funds will used to purchase maintenance equipment that will be used to perform specialized services, including stormwater infrastructure maintenance, road maintenance, sewer maintenance services, highway and street striping, street signal maintenance, and emergency response activities.	
<b>PURPOSE OF REQUEST</b>	To seek Board authorization for Internal Services Department to purchase maintenance equipment items for Public Works.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On October 16, 2001, the Board adopted a policy whereby County departments must obtain Board approval to purchase equipment with a unit cost of \$250,000 or greater.	
<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: These recommendations support Board Priority 7, Sustainability. The recommended actions replace older, less-efficient vehicles, older equipment with modern equipment, and some powered by alternative fuels.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  Coby Skye, Deputy Director, (626) 458-4016, cell (562) 212-9500, <a href="mailto:cskye@pw.lacounty.gov">cskye@pw.lacounty.gov</a>	



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

November 7, 2023

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

Dear Supervisors:

**ENVIRONMENTAL SERVICES CORE SERVICE AREA  
ACQUISITION OF MAINTENANCE EQUIPMENT  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board authorization for Internal Services Department to purchase maintenance equipment items for Public Works.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed action is not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve the purchase of 57 maintenance equipment items, each with a unit cost that may exceed \$250,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to authorize the acquisition of maintenance equipment items to enable Public Works to replace maintenance equipment that has passed its useful life and continue to provide critical maintenance services to County residents in an efficient manner. The equipment includes heavy-duty trucks and off-road equipment items that are essential to support Public Works' operations and will be used to perform specialized services, including stormwater infrastructure maintenance, road maintenance, sewer maintenance services, highway and street striping, street signal

maintenance, and emergency response activities. Public Works is requesting the Board to authorize Internal Services Department, as the County's purchasing agent, to proceed with the acquisition of 57 maintenance equipment items, each with a unit cost that may exceed \$250,000 in accordance with the approved policy.

In addition, the equipment items support the Clean Fuel - Sustainable Fleet Policy that the Board adopted on June 30, 2015. This policy requires Los Angeles County departments to transition the County's motor vehicle fleet to viable clean fuels, including hybrids and alternative fuel vehicles as approved by the California Air Resources Board and the South Coast Air Quality Management District.

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

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality. The recommended action promotes alternative fuel technologies in support of the County Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total cost of the purchases is estimated to be \$28,670,000 as detailed in the enclosed table.

Financing for Items 1 through 57 is included in the Internal Service Fund (B04-Capital Assets Equipment) Fiscal Year 2023-24 Budget, which will be reimbursed by the Public Works General Fund (A01), Consolidated Sewer Maintenance District Fund (J14), Flood Control District Fund (B07), Road Fund (B03), Waterworks District Fund (N63), and other various Public Works Funds in Other Financing Uses.

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

On October 16, 2001, the Board adopted a policy whereby County departments must obtain Board approval to purchase equipment with a unit cost of \$250,000 or greater.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. This proposed action to set CEQA significant thresholds is an organizational or administrative activity of government, which will not result in direct or indirect physical changes to the environment.

**CONTRACTING PROCESS**

This is a commodity purchase under the statutory authority of the County Purchasing Agent. The purchase will be made by the Internal Services Department in accordance with the County's purchasing policies and procedures.

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

Approval of this request will enable Public Works to replace outdated maintenance equipment and continue to provide critical maintenance services to County residents in a more efficient manner.

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:RLS:sh

Enclosure

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

**PUBLIC WORKS  
FISCAL YEAR 2023-24 EQUIPMENT PURCHASES  
THAT MAY EXCEED \$250,000**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>BUDGETED AMOUNT</b>	<b>FUNDING SOURCE</b>
1-2	Truck, Miscellaneous, 10-22 Ton Items 24-311R (2)	\$330,000 (each)	Various Public Works' Funds
3-4	Truck, Welder, w/Hoist Items 24-501R (2)	\$360,000 (each)	Road Fund, Flood Control District Fund, and Waterworks District Fund
5	Truck, Cone Setting Item 24-503R	\$250,000	Road Fund
6	Truck, Pavement Marker Installation Item 24-506R	\$800,000	Road Fund
7	Truck, Miscellaneous, 10-22 Ton (CNG) Item 24-507R	\$450,000	Road Fund
8	Loader, Skid Steer Item 24-508R	\$320,000	Road Fund
9	Truck, Striping, Thermoplastic (CNG) Item 24-509R	\$950,000	Road Fund
10-11	Truck, Marking, Thermoplastic (CNG) Items 24-510R and Item 24-514A	\$950,000 (each)	Road Fund
12	Truck, Red Curb Striper, 1 Ton Item 24-515A	\$250,000	Road Fund
13-15	Truck, Aerial, Hybrid (Gas/Electric) Items 24-517A, 24-518A, and 24-519A	\$325,000 (each)	Road Fund
16	Truck, Water (Gas) Item 24-605A	\$250,000	Road Fund
17	Truck, Water, 4,000 Gallon (Diesel) Item 24-606A	\$524,000	Road Fund
18-19	Truck, Dump, 3-Yard, Reg Cab, 4x4 w/Blade Items 24-614R and 24-618R	\$433,000 (each)	Road Fund
20	Truck, Chip, Dump, w/Aerial Basket (Gas) Item 24-615R	\$297,000	Road Fund
21	Truck, Snowplow, Power Angle, w/Hitch Item 24-620R	\$621,000	Road Fund



<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>BUDGETED AMOUNT</b>	<b>FUNDING SOURCE</b>
22	Truck, Dump, 5 Yard, w/Blade (CNG) Item 24-622R	\$554,000	Road Fund
23	Truck, Water (Gas) Item 24-625R	\$250,000	Road Fund
24-25	Truck, Water, 4,000 Gallon Items 24-626R and 24-627R	\$524,000 (each)	Road Fund
26-28	Truck, Sweeper, Street (CNG) Items 24-628R, 24-629R, and 24-630R	\$608,000 (each)	Road Fund
29	Truck, Sweeper, Street, Air (CNG) Item 24-631R	\$554,000	Road Fund
30	Loader, Wheel, M.P. Bucket Item 24-634R	\$351,000	Road Fund
31	Paver Large, Paver (Large) (8-14 Feet) Item 24-636A	\$824,000	Road Fund
32	Roller, Pneumatic (12-ton) Item 24-637A	\$297,000	Road Fund
33-34	Truck, 1-Ton, Dump Body, Crew Cab, 4x4, w/Blade Items 24-641R and 24-646R	\$257,000 (each)	Road Fund
35-36	Truck, Dump, 3-4 Cubic Yard (CNG) Items 24-642R and 24-643R	\$358,000 (each)	Road Fund
37	Truck, Dump, Self-Loading Item 24-644R	\$511,000	Road Fund
38	Truck, Dump, Patch (CNG) Item 24-645R	\$417,000	Road Fund
39-40	Truck, Dump, 10 Yard (CNG) Items 24-647R and 24-648R	\$581,000 (each)	Road Fund
41-44	Truck, Hydro Jetter Items 24-404R (2), 24-405R, and 24-406R Sole Source Purchase	\$610,000 (each)	Consolidated Sewer Maintenance District Fund
45-46	Truck, Rodder (Gasoline) Item 24-407R (2) Sole Source Purchase	\$385,000 (each)	Consolidated Sewer Maintenance District Fund
47-50	Truck, Combination Vacuum Items 24-408R, 24-409R, and 24-410R (2) Sole Source Purchase	\$780,000 (each)	Consolidated Sewer Maintenance District Fund

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>BUDGETED AMOUNT</b>	<b>FUNDING SOURCE</b>
51	Truck, Drill Rig Item 24-704R	\$500,000	Flood Control District Fund
52	Truck, Water, 2,500 Gallon (CNG) Item 24-712R	\$400,000	Flood Control District Fund
53	Truck, Water, 4,000 Gallon (CNG) Item 24-713R	\$475,000	Flood Control District Fund
54	Truck, Rock Dump 10-Yard, with Watertight Bed, CNG Item 24-715R	\$400,000	Flood Control District Fund
55-56	Loader, Wheel, M.P. Bucket Items 24-718A and 24-721A	\$420,000 (each)	Flood Control District Fund
57	Truck, Vactor (60,000 GVWR) Item 24-723A Sole Source Purchase	\$870,000	Flood Control District Fund
	<b>TOTAL:</b>	<b>\$28,670,000</b>	

P:\FTPUB\GENERAL\BL\EQUIPMENT PURCHASE 2024 ENCLOSURE.DOCX

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023		
<b>BOARD MEETING DATE</b>	11/7/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	CIW Bridge Preventive Maintenance Program Group 10 Project		
<b>PROGRAM</b>	Highway Bridge Program		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Approval of the requested change will ensure timely completion of work under the contract.		
<b>COST &amp; FUNDING</b>	Total cost: \$275,000	Funding source: Funding for this change order is included in the First and Fifth Supervisorial Districts' Transportation Improvement Programs in the Road Fund (B03 - Capital Assets - Infrastructure - Services and Supplies) Fiscal Year 2023-24 Budget.	
	TERMS (if applicable): N/A		
	Explanation: Increase the construction contract by \$275,000 for a total revised contract amount of \$1,873,127.25.		
<b>PURPOSE OF REQUEST</b>	To request Board approval for a change order and an increased construction contract amount for the Bridge Preventive Maintenance Program Group 10 Project in the Cities of Baldwin Park, Glendale, Industry, Irwindale, Pasadena, Pomona, Sierra Madre, and South Pasadena and in the unincorporated communities of Avocado Heights and East Irwindale.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On January 25, 2022, Public Works executed the award for a construction contract with Peterson-Chase General Engineering Construction for the Bridge Preventive Maintenance Program Group 10 Project.</p> <p>It is expected that the estimated cost associated with the additional girder repairs is \$275,000. This change order is necessary as the total quantities for girder repairs at Foothill Boulevard over San Gabriel River exceeds the estimated quantities shown on the plans.</p> <p>No additional contract time will be granted since the additional work will not affect the completion date of the project. No community concerns are expected.</p>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. The project will enhance current conditions, which promotes bridge longevity, operational effectiveness, and improves resiliency.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847 <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

November 7, 2023

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
CHANGE ORDER FOR A CONSTRUCTION CONTRACT  
BRIDGE PREVENTIVE MAINTENANCE PROGRAM GROUP 10  
PROJECT ID NO. RDC0015916  
IN THE CITIES OF BALDWIN PARK, GLENDALE, INDUSTRY, IRWINDALE,  
PASADENA, POMONA, SIERRA MADRE, AND SOUTH PASADENA AND  
IN THE UNINCORPORATED COMMUNITIES OF  
AVOCADO HEIGHTS AND EAST IRWINDALE  
(SUPERVISORIAL DISTRICTS 1 AND 5)  
(3 VOTES)**

### **SUBJECT**

Public Works is seeking Board approval to execute a change order for the Bridge Preventive Maintenance Program Group 10 Project in the Cities of Baldwin Park, Glendale, Industry, Irwindale, Pasadena, Pomona, Sierra Madre, and South Pasadena and in the unincorporated communities of Avocado Heights and East Irwindale.

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

1. Find that the recommended action is within the scope of the previously approved exemption from the California Environmental Quality Act, for the reasons stated in this Board Letter and in the record of the project.

2. Approve and authorize the Director of Public Works or his designee to negotiate and execute a change order in an amount not to exceed \$275,000, for costs associated with the additional removal and repair of unsound portions of the concrete girders, repairs of spalled concrete, and associated traffic control for Project ID No. RDC0015916, Bridge Preventive Maintenance Program Group 10 Project, with Peterson-Chase General Engineering Construction.

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

Approval of the recommended actions will find that the change order is exempt from the California Environmental Quality Act (CEQA). The purpose of the action is to request Board approval for a change order and an increased construction contract amount for the Bridge Preventive Maintenance Program Group 10 Project in the Cities of Baldwin Park, Glendale, Industry, Irwindale, Pasadena, Pomona, Sierra Madre, and South Pasadena and in the unincorporated communities of Avocado Heights and East Irwindale. Due to field conditions, the repair work on Foothill Boulevard over the San Gabriel River Bridge was increased to include additional girder repairs. The estimated quantities shown on the plans were increased by 395 square feet. The estimated cost associated with the additional work is \$275,000.

The construction contract for the Bridge Preventive Maintenance Program Group 10 Project includes 25 bridges and consists of deck treatment with liquid sealing agent and application of polyester concrete overlays, the replacement of joint seals, repair of concrete spalls, and the performance of other incidental and appurtenant work. On January 25, 2022, Public Works executed a construction contract with Peterson-Chase General Engineering Construction for the Bridge Preventive Maintenance Program Group 10 Project, for a total contract amount of \$1,577,395.05, and a delegated authority to accept change orders that do not exceed \$91,369 for each item and a cumulative delegated change order amount of \$394,348. The total amount Public Works is seeking approval is \$275,000.

No additional contract time will be needed since the additional work will not affect the completion date of the project.

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

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

### **FISCAL IMPACT/FINANCING**

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

The original contract was approved for \$1,577,395.05. Since that time, an additional \$20,732.20 was approved under delegated authority.

This action would approve a change order for an increase of \$275,000, for a revised total contract amount of \$1,873,127.25 (see Enclosure).

Funding for this project is included in the First and Fifth Supervisorial Districts' Transportation Improvement Programs in the Road Fund (B03 - Capital Assets - Infrastructure - Services and Supplies) Fiscal Year 2023-24 Budget.

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

The contract for construction of this improvement was executed on January 25, 2022, to Peterson-Chase General Engineering Construction, in accordance with the State Public Contract Code and the Board's directives.

On November 16, 2021, the Board of Supervisors delegated to the Director of Public Works the authority to approve and execute change orders within the same monetary limits delegated under Section 2.18.050 of the County Code. The monetary limit for a single change order that the Director can approve under delegated authority cannot exceed \$91,369.75. Accordingly, Public Works is returning to your Board to seek approval of this change order.

### **ENVIRONMENTAL DOCUMENTATION**

Your Board previously approved an exemption pursuant to Section 15301 (c) of the State CEQA and Class 1 (x), Subsections 2, 11, 14, and 22 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, on November 16, 2021, for the Bridge Preventive Maintenance Program Group 10 Project. These recommendations are within the scope of the previously approved exemption from the CEQA.

### **CONTRACTING PROCESS**

The contract provides that the contractor be compensated for work resulting from a change to the original plans and specifications or changed conditions encountered during construction.

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

Approval of the requested change by the Board will ensure the timely completion and closeout of the project.

### **CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:RLG:ja

Enclosure

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

**ENCLOSURE**  
November 7, 2023

**TRANSPORTATION CORE SERVICE AREA  
CHANGE ORDER FOR A CONSTRUCTION CONTRACT  
BRIDGE PREVENTIVE MAINTENANCE PROGRAM GROUP 10  
PROJECT ID NO. RDC0015916  
IN THE CITIES OF BALDWIN PARK, GLENDALE, INDUSTRY, IRWINDALE,  
PASADENA, POMONA, SIERRA MADRE, AND SOUTH PASADENA AND  
IN THE UNINCORPORATED COMMUNITIES OF  
AVOCADO HEIGHTS AND EAST IRWINDALE  
(SUPERVISORIAL DISTRICTS 1 AND 5)  
(3 VOTES)**

Project Description:

Preparation of bridge decks, including the removal of deck surfaces, treatment with liquid sealing agent and application of polyester concrete overlays, the replacement of joint seals and spall repairs, and the performance of other incidental and appurtenant work for 25 existing bridges.

Contractor:

Peterson-Chase General Engineering Construction

Change Order:

Additional girder repairs: \$275,000.00

Description of Change:

Perform removal of unsound concrete on the girders, repair of spalled concrete on the girders, and associated traffic control.

No additional contract time will be granted since the additional work will not affect the completion date of the project.

Revised Contract Amount:

Original contract amount	\$1,577,395.05
Change orders approved under delegated authority	\$ 20,732.20
Change order to be approved	\$ <u>275,000.00</u>
Revised contract amount	<u>\$1,873,127.25</u>
Percent total change to original contract amount	18.75%

RR:ja

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# BOARD LETTER/MEMO CLUSTER FACT SHEET

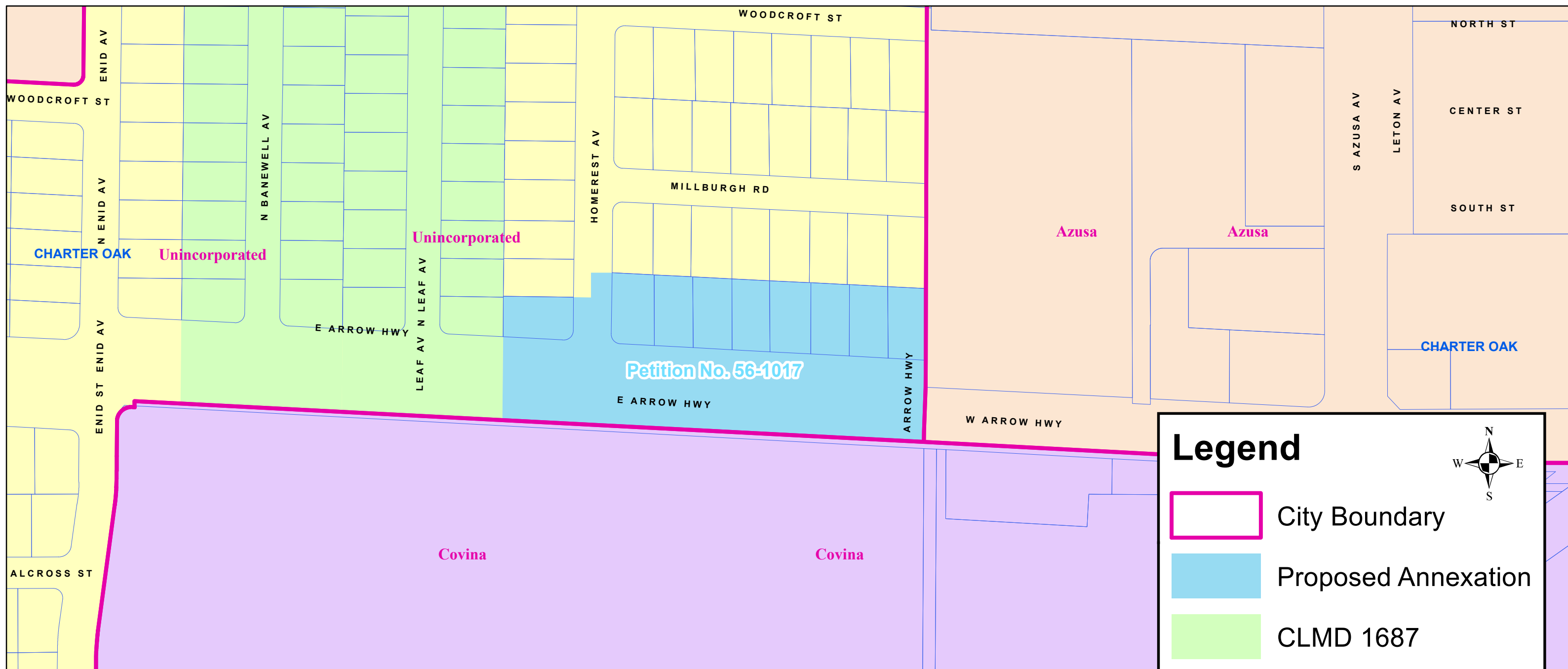
☒ Board Letter

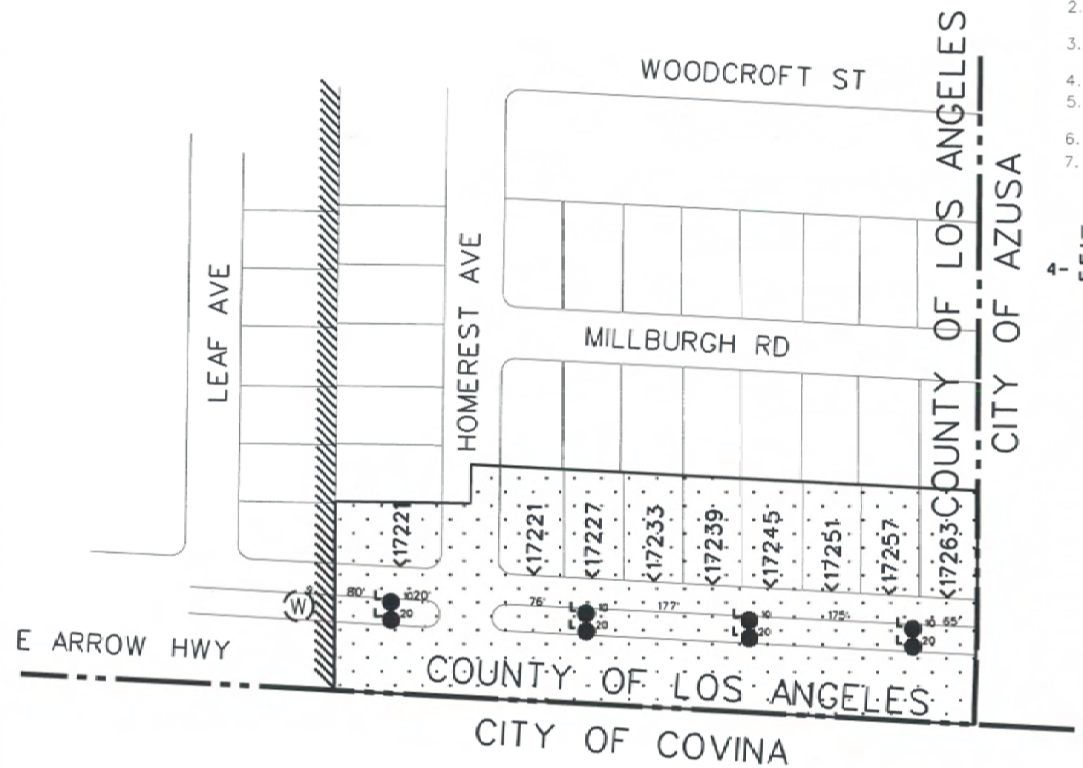
☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023	
<b>BOARD MEETING DATE</b>	11/7/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Annexation and Levying of Assessments for County Lighting Districts, Negotiated Exchange of Property Tax Revenues, Petition 56-1017, Azusa	
<b>PROGRAM</b>	County Street Lighting Districts	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The public hearing date must provide sufficient time to complete remaining tasks to receive revenues from the benefiting parcels in Fiscal Year 2025-26.	
<b>COST &amp; FUNDING</b>	Total cost: \$1,196	Funding source: County Lighting Maintenance District 1687 (Fund F46)
	TERMS (if applicable):	
	Explanation: The estimated annual cost to operate and maintain the streetlights in the annexed territory is \$1,196. Sufficient funding will be included in the Fiscal Year 2025-26 budget.	
<b>PURPOSE OF REQUEST</b>	The proposed annexation of the petition area to the County Lighting Districts will provide funding for installation, operation, and maintenance of eight new streetlights.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>• The Board previously approved and filed Petition No. 56-1017 and ordered Public Works to prepare an Engineer's Report for the petitioned area.</li> <li>• The proposed annexation and levy of assessments, as well as exchange of property tax with other taxing agencies will provide funding for the installation, operation, and maintenance of eight new streetlights.</li> <li>• Proposition 218 assessment ballot and notice of the public hearing will be mailed to the affected property owner 45 days in advance of the next public hearing meeting.</li> <li>• Provided there is no majority protest, the Board may adopt a resolution ordering the levying of assessments in Fiscal Year 2025-26 upon conclusion of the public hearing.</li> </ul>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability: Approval of the annexation provides the funding necessary for the installation, operation, and maintenance of eight new streetlights.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>	

## PROPOSED ANNEXATION TO COUNTY LIGHTING DISTRICTS SUPERVISORIAL DISTRICT 1





#### GENERAL NOTES

1. THE MAST ARMS AND BRACKETS SHALL BE PERPENDICULAR TO THE CURB FACE.
2. USE 16-FOOT MAST ARMS FOR 39-WATT LED UNLESS OTHERWISE SPECIFIED.
3. USE 6-FOOT MAST ARMS FOR 82-WATT LED UNLESS OTHERWISE SPECIFIED.
4. ALL WIRING SHALL BE OVERHEAD.
5. EXISTING LIGHTING SYSTEMS TO REMAIN IN OPERATION DURING ANY MODIFICATION.
6. LUMINAIRE SHALL BE LIGHT-EMITTING DIODE (LED).
7. THE LUMINAIRE SHALL HAVE A 30-FOOT MOUNTING HEIGHT SHALL BE (ANSI-IES) MEDIUM, TYPE II, OR TYPE III.

#### LEGEND

- 4- PROPOSED 39-WATT AND 82-WATT LED STREETLIGHTS ON DOUBLE MAST ARMS ON EXISTING WOOD POLES.
- EXISTING WOOD POLE, WATTAGE AS INDICATED.

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8620-004-053
8620-009-001



#### LEGEND

- PROPOSED ANNEXATION BOUNDARY
- EXISTING LIGHTING DISTRICT 1687
- CITY/COUNTY BOUNDARY

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

PETITION NO. 56-1017

LOS ANGELES COUNTY PUBLIC WORKS TRAFFIC SAFETY AND MOBILITY DIVISION STREET LIGHTING SECTION			
E ARROW HIGHWAY LEAF AVENUE TO CITY OF AZUSA BOUNDARY AZUSA AREA			
Revised By SC	Scale NOT TO SCALE	Design By SC	Sup. Dist 1
Recommended SC	Date 7/10/18		1.4 5/98-23
Approved SC	Date 8/2/18		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

November 7, 2023

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
ANNEXATION AND LEVYING OF ASSESSMENTS FOR  
COUNTY LIGHTING DISTRICTS  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
PETITION NO. 56-1017  
AZUSA  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval and authorization to (1) annex Petition No. 56-1017 located in the unincorporated area of Azusa to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone; (2) order the levying of assessments for street lighting purposes; and (3) approve the negotiated exchange of property tax revenues among those nonexempt taxing agencies whose service areas are subject to jurisdictional changes.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and record of the action.
2. Approve the Engineer's Report for Petition No. 56-1017, either as filed or as modified, for the annexation of territory to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1,

Unincorporated Zone, and the levying of assessments within the annexed territory for street lighting purposes. The proposed annexation area is located in the unincorporated area of Azusa.

3. Adopt the Resolution of Intention to Annex Territory to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone; and Order the Levying of Assessments within the Annexed Territory for Fiscal Year 2025-26 whose area and boundary is identified on the diagram included in the resolution.
4. Set a date for a public hearing regarding the proposed annexation and levying of annual assessments within the annexed territory for street lighting purposes based on the approved Engineer's Report, which establishes assessments for the petition area based on land use type with an annual base assessment rate for a single-family residence of \$5 for the Unincorporated Zone of County Lighting District Landscaping and Lighting Act-1.
5. Instruct the Executive Officer of the Board to cause notice of the public hearing by mail at least 45 days prior to the scheduled date, pursuant to Section 53753 of the California Government Code. The mailed notices will include assessment ballots.
6. Instruct the Executive Officer of the Board to cause notice of the public hearing to be posted in three conspicuous places within the territory to be annexed and to publish the notice of public hearing once a week for two successive weeks in a newspaper of general circulation. Such posting and publication to be completed at least 10 days prior to the date of hearing, pursuant to the California Streets and Highways Code Section 5838.

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

1. Find that the annexation and assessments are for the purposes of meeting operating expenses; purchasing supplies, equipment, or materials; meeting financial reserve needs and requirements; and obtaining funds for capital projects, including the installation, operation, and maintenance of streetlights necessary to maintain service within the proposed annexation territory.
2. Order changes, if needed, in any matter provided in the Engineer's Report, including changes in the improvements, the proposed diagram, and/or proposed assessments.

3. Order the tabulation of assessment ballots submitted, and not withdrawn, in support of or in opposition to the proposed assessments.
4. Determine whether a majority protest against the proposed annexation or assessments exists.
5. Make a finding terminating the annexation, levying of assessments, and property tax transfer proceedings in this petition territory where the proposed annexation and levying of assessments have been rejected as a result of a majority protest and refer the matter back to Public Works.
6. If there is no majority protest against the proposed annexation or assessments:
  - a. Adopt the Resolution Ordering Annexation of Territory to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, confirming a Diagram and Assessment and Levying of Assessments within the Annexed Territory for Fiscal Year 2025-26, either as proposed or as modified by the Board. The adoption of the resolution ordering annexation shall constitute the levying of assessments in Fiscal Year 2025-26.
  - b. Adopt the joint resolutions between the Board and other taxing agencies approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of territory to County Lighting Maintenance District 1687 as approved by the nonexempt taxing agencies.

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

The recommended action will enable the installation of streetlights requested by the adjacent property owners.

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines and allow the Board to: (1) annex the territory known as Petition No. 56-1017 to County Lighting Maintenance District (CLMD) 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone (collectively, County Lighting Districts); (2) levy assessments in Fiscal Year 2025-26 on each lot or parcel lying within the proposed annexed territory based on land use categories that designate usage units on the basis of benefits received; and (3) approve the exchange of property tax revenues between CLMD 1687 and other nonexempt taxing entities subject to the jurisdictional changes.

Annexation of territory to the County Lighting Districts is required prior to the installation of new streetlights requested by property owners. The approved petition is for the installation, operation, and maintenance of new streetlights. The proposed annexation, levy of assessments, and exchange of property tax revenues provide the necessary funding for the operation and maintenance of streetlights to be installed in the annexed area. The proposed assessment rates for the annexed area will be an annual assessment of \$5 per single-family residence within the Unincorporated Zone with proportionately higher rates for other land uses. If the annexation is approved by the Board after the public hearing, Public Works will proceed to complete streetlight design and installation.

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

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions will allow for the installation of eight streetlights in the community and provide funding necessary for its operation and maintenance. These efforts will enhance roadway safety, increase safety and security of people and property, and improve the quality of life in the County.

### **FISCAL IMPACT/FINANCING**

The estimated annual cost for the operation and maintenance of eight new streetlights within the annexed territory is \$1,196. Sufficient funding will be included in the CLMD 1687 Fund (F46 – Services and Supplies) Fiscal Year 2025-26 Budget.

In subsequent years, the ongoing operation and maintenance cost of the streetlights within the annexed territory will be funded by the CLMD's share of ad valorem property taxes, supplemented by assessments annually approved by the Board from property owners within this annexed territory. Adoption of the joint resolutions will result in a minimal property tax growth transfer from the affected taxing entities to CLMD 1687, including the following taxing entities governed by the Board: The County General Fund, Los Angeles County Public Library, Road Maintenance District 1, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, and the Consolidated Fire Protection District of Los Angeles County.

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

The Board previously approved and filed Petition No. 56-1017; adopted a resolution initiating proceedings for the annexation of territory to CLMD 1687; and ordered

Public Works to prepare and file an Engineer's Report for the petitioned territory. The enclosed Engineer's Report was prepared in response to that directive (Enclosure A).

Under California Government Code Section 53753, it is necessary to follow the procedure for levying of assessments previously authorized by the Board, including the distribution, receipt, and tabulation of ballots at a public hearing. A ballot will be mailed to each property owner within the annexation territory. The assessments will only be levied if the weighted majority of the returned ballots are in favor of the assessments.

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

The California Revenue and Taxation Code Section 99.01(a)(4) provides that affected agencies must approve and accept the negotiated exchange of property tax revenues by resolution. The joint resolutions approving and accepting the negotiated exchange of property tax revenues have been approved by nonexempt taxing agencies and are enclosed for your consideration (Enclosure D).

The boundary of the proposed annexation has been reviewed and approved by Public Works and the Assessor in accordance with the requirements of California Government Code Section 58850 et seq. and is on file with Public Works. A copy of the diagram showing the boundary of proposed annexation area is included in the Engineer's Report prepared for the petition area.

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

### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is exempt from CEQA. The project to annex territory to the County Lighting Districts for the purpose of enhancing street lighting is within a class of projects



that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301(c) of CEQA Guidelines and Class 1(x)(27) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, that specifically include annexations to street lighting districts and installation of streetlights and involves no expansion of use. In addition, there are no cumulative impacts, unusual circumstance, or other limiting factors that would make the exemption inapplicable based on the project records.

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

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

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:EK:wm

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Assessor, Ownership Services Section (Sonia Carter Baltazar)  
Auditor-Controller, Tax Division (Linda Santillano)

**LOS ANGELES COUNTY PUBLIC WORKS  
ENGINEER'S REPORT  
PETITION NO. 56-1017**

On February 28, 2023, Item 47, the County of Los Angeles Board of Supervisors adopted a resolution initiating proceedings for the annexation of territory to County Lighting Maintenance District (CLMD) 1687 and County Lighting District (CLD) Landscaping and Lighting Act-1 (LLA-1), Unincorporated Zone, pursuant to the California Streets and Highways Code Landscaping and Lighting Act of 1972, for the purpose of providing for the cost of installation, operation, and maintenance of eight new streetlights on wood power poles within the territory proposed for annexation, as shown on the diagram, plan, and specifications attached hereto. In addition, Public Works was ordered to prepare and file an Engineer's Report in accordance with Section 22565 et seq. of the California Streets and Highways Code and Article XIII D, Section 4(b), of the California Constitution. This report was prepared in response to that directive.

The annual operating cost of \$1,196 for the eight new streetlights will be funded by CLMD 1687 and CLD LLA-1, Unincorporated Zone. An annual assessment for the operation and maintenance of the streetlights of \$5 per parcel for a single-family home with proportionately higher assessments for other land uses, based on the approved Fiscal Year (FY) 2023-24 Annual Engineer's Report for CLD LLA-1, is proposed to be added to the FY 2025-26 tax bill of the property owners whose parcels lie within the boundary of Petition No. 56-1017. Each year thereafter, an annual assessment for the operation and maintenance cost of the streetlights, approved by the Board of Supervisors, will be added to the property tax bill.

With the passage of Proposition 218 (the Right to Vote on Taxes Act) by the California voters in November 1996, the levying of an assessment is now subject to certain provisions under Article XIII D of the California Constitution. This report conforms with the applicable provisions of Proposition 218.

CLMD 1687 is an established street lighting district and was fully funded from ad valorem property taxes prior to the passage of Proposition 13 (The People's Initiative to Limit Property Taxation) in 1978, which limited the maximum amount of ad valorem tax on real property. The ad valorem property taxes received under the guidelines established by the State Legislature subsequent to the passage of this amendment are not sufficient to pay the cost of the street lighting in the district. Therefore, CLD LLA-1 was formed under the Landscaping and Lighting Act of 1972 (Section 22585 et seq.) to provide supplemental funding.

The Landscaping and Lighting Act provides for the assessment of street lighting cost against the benefited properties within the lighting district in proportion to the benefits received. A method of distributing the street lighting costs on the basis of land use and land-use data compiled by the Assessor was approved by the Board of Supervisors on May 22, 1979, and amended on July 22, 1997, to include government-owned or -leased

parcels. This report showing the approved method and the assessment units to be assessed on the various types of lots and parcels based on land usage is on file in the office of the Board of Supervisors and is made a part hereof by reference.

The FY 2023-24 Annual Engineer's Report, which lists the base rate assessment for all zones within CLD LLA-1 and the total assessment amount to be collected from benefited parcels in each zone based on land use is on file with Public Works and is made a part hereof by reference.

The affected parcels of real property are shown in Appendix A, included herein. The parcels are more particularly described in a map prepared in accordance with Section 327 of the California Revenue and Taxation Code, which is on file in the office of the Assessor and is made a part hereof by reference.

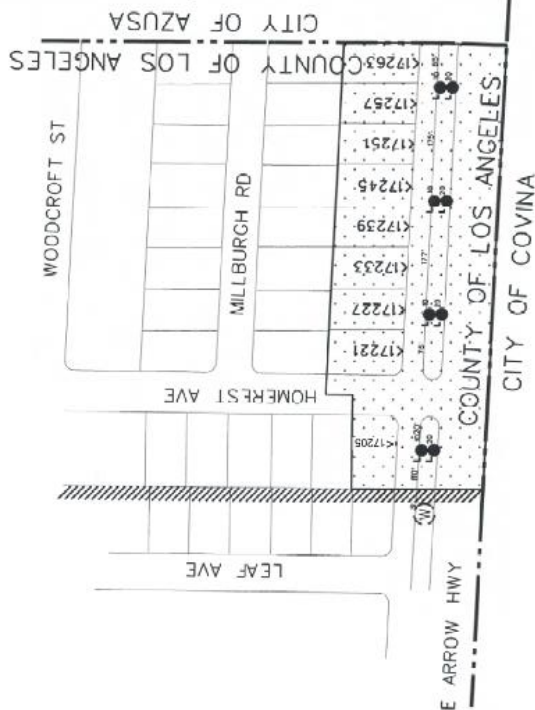
We believe that it would be in the public interest to provide for the installation, operation, and maintenance of the streetlights in the designated territory as requested by the signers of Petition No. 56-1017.

[illegible]

1. THE MAST, MAINS, AND BRACKETS SHALL BE PERPENDICULAR TO THE CURBS FACE.
2. USE 15' FOOT MAST ARMS FOR 35-WATT LEC.
3. USE 15' FOOT MAST SPECIFIED FOR 40-WATT LEC.
4. USE 10' FOOT MAST SPECIFIED FOR 62-WATT LEC.
5. UNLESS OTHERWISE SPECIFIED, ALL WIRING SHALL BE OVERHEAD.
6. ALL WIRING SHALL BE OVERHEAD.
7. EXISTING LIGHTING SYSTEMS TO REMAIN IN OPERATION DURING ANY MODIFICATION.
8. LUMINAIRE SHALL HAVE A LIGHT-EMITTING INDEX (LEI) OF 70.
9. THE LUMINAIRE SHALL HAVE A 90-FOOT MOUNTING HEIGHT.
10. THE MAST, MAINS, AND BRACKETS SHALL BE 15' TYPE 1 GALV.

18 PROVIDED 39-WATT AND 82-WATT LED STREETLIGHTS ON DOUBLE MAST ARMS ON EXISTING WOOD POLES.  
(N) EXISTING WOOD POLE, MASTAGE AS INDICATED.

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2038
APN
8620-004-046
8620-004-047
8620-004-048
8620-004-049
8620-004-050
8620-004-051
8620-004-052
8620-004-053
8620-009-001



### LEGEND

 PROPOSED ANNEXATION BOUNDARY  
 EXISTING LIGHTING DISTRICT 1687  
 CITY/COUNTY BOUNDARY

PETITION NO. 56-1077

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

E A:ROW HIGHWAY  
LEAF AVENUE TO CITY OF A:USA BOUNDARY

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

Submitted By 6/2	2019 MAY 13 10:41	441111 6/2	SAP 5:43	T-6 288-1
Site completed	Handwritten signature	Handwritten signature	Date: 7/10/18	
Asst Insp	Handwritten signature	Handwritten signature	Date: 8/2/18	

## **APPENDIX A**

### **LOS ANGELES COUNTY PUBLIC WORKS ENGINEER'S REPORT PETITION NO. 56-1017**

The following is a listing of the parcels of real property within the proposed annexation boundary using the Assessor's designation for the parcels.

#### **Assessor's Parcel Numbers**

8620-004-046  
8620-004-047  
8620-004-048  
8620-004-049  
8620-004-050  
8620-004-051  
8620-004-052  
8620-004-053  
8620-009-001

**COUNTY OF LOS ANGELES BOARD OF SUPERVISORS  
RESOLUTION OF INTENTION TO ANNEX TERRITORY TO  
COUNTY LIGHTING MAINTENANCE DISTRICT 1687 AND  
COUNTY LIGHTING DISTRICT  
LANDSCAPING AND LIGHTING ACT-1, UNINCORPORATED ZONE, AND  
ORDER THE LEVYING OF ASSESSMENTS WITHIN THE ANNEXED TERRITORY  
FISCAL YEAR 2025-26  
PETITION NO. 56-1017**

WHEREAS, the County of Los Angeles Board of Supervisors previously approved and filed Petition No. 56-1017 located in the unincorporated area requesting annexation of territory to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1 (LLA-1), Unincorporated Zone, to provide for the installation, operation, and maintenance of streetlights within the annexed territory and assessments for the costs thereof; and

WHEREAS, the Board of Supervisors on \_\_\_\_\_, approved the Engineer's Report for said territory, which contains descriptions of the estimated installation and operating cost, diagram of the territory to be annexed, and recommended assessments as required by law.

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

SECTION 1. The public interest and convenience require, and it is the intention of the Board of Supervisors to order the benefited territory herein after described all of which territory lies in Los Angeles County, be annexed to County Lighting Maintenance District 1687 pursuant to California Streets and Highways Code Section 5837.

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

SECTION 3. The public interest and convenience require and it is the intention of the Board of Supervisors to order the expense necessary for the operation, maintenance, repairs, replacement, electric current, care, supervision, and all other items necessary for the proper operation and maintenance of the street lighting system proposed within the annexed territory shall be assessed in Fiscal Year (FY) 2025-26 upon each lot or parcel of land lying within the annexed territory in proportion to the estimated benefit received from the proposed street lighting improvements and which should be assessed to pay the expenses of the operation and maintenance of said improvements. An annual Engineer's Report, approved by the Board of Supervisors each fiscal year, establishes the annual base rate assessment for all zones within County Lighting District LLA-1. For FY 2023-24, the annual base rate assessment for the Unincorporated Zone is \$5 for a

single-family residence with proportionately higher assessments for other land uses. This annual assessment for the operation and maintenance of streetlights is proposed to be added to the property tax bill of benefited parcels within the boundary of County Lighting District LLA-1, Unincorporated Zone, in FY 2025-26. Each year thereafter, an assessment for operation and maintenance costs approved by the Board will be added to the property tax bill.

The Engineer's Report prepared for petitioned territory contains a full and detailed description of the proposed improvements, a description of the lots or parcels of land to be annexed, the estimated cost of operation and maintenance, a diagram of the territory to be annexed, and the recommended assessment on each lot or parcel of land included therein.

SECTION 4. The boundary of the territory proposed for annexation consists of the area shown on the attached map.

SECTION 5. The proposed assessments are subject to majority approval of the property owners. Ballots and public hearing notices will be sent to the property owners within the area proposed for annexation at least 45 days prior to the date of the public hearing in the form and manner specified by California Government Code Section 53753. The ballots will be weighted by the amount of assessments to be paid by each property owner. The territory will not be annexed, and the proposed assessments will be abandoned if the weighted majority of ballots submitted are opposed to the assessments.

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

SECTION 7. Proceedings for the levying of assessments shall be taken in accordance with the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Division 15, Part 2) and California Government Code Section 53753.

SECTION 8. A public hearing will be held by the Board of Supervisors to consider the annexation of territory to County Lighting Maintenance District 1687 and County Lighting District LLA-1, Unincorporated Zone, and the levying of assessments within the territory proposed to be annexed. Said hearing will be held on \_\_\_\_\_, 2024, at 9:30 a.m., at the Chambers of the Board of Supervisors of the County of Los Angeles, in Room 381B of the Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street at Grand Avenue), Los Angeles, California 90012.

SECTION 9. The Executive Officer of the Board of Supervisors shall give notice of the public hearing, in the form and manner specified in California Streets and Highways Code Section 5838, to be published once a week for two successive weeks in the \_\_\_\_\_, a newspaper published and circulated in Los Angeles County, which is hereby designated for that purpose. Such publication to be completed at least 10 days prior to the date of said hearing.

[illegible]





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

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By Talin Halabi  
Senior Deputy County Counsel

**COUNTY OF LOS ANGELES BOARD OF SUPERVISORS  
RESOLUTION ORDERING ANNEXATION OF TERRITORY TO  
COUNTY LIGHTING MAINTENANCE DISTRICT 1687 AND  
COUNTY LIGHTING DISTRICT  
LANDSCAPING AND LIGHTING ACT-1, UNINCORPORATED ZONE,  
CONFIRMING A DIAGRAM AND ASSESSMENT,  
AND LEVYING OF ASSESSMENTS WITHIN THE ANNEXED TERRITORY  
FOR FISCAL YEAR 2025-26  
PETITION NO. 56-1017**

WHEREAS, the County of Los Angeles Board of Supervisors previously approved and filed Petition No. 56-1017, requesting annexation of territory to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1 (LLA-1), Unincorporated Zone, to provide for the installation, operation, and maintenance of streetlights within the annexed territory and assessments for the costs thereof; and

WHEREAS, the Board of Supervisors on \_\_\_\_\_, has approved the Engineer's Report, which identifies the diagram, improvements, assessments, plans and specifications, and other pertinent data for the petitioned territory, and adopted a Resolution of Intention to Annex Territory to County Lighting Maintenance District 1687 and County Lighting District LLA-1, Unincorporated Zone, and Order the Levying of Assessments within the Annexed Territory for Fiscal Year 2025-26; and fixed a time for hearing Petition No. 56-1017, and the protests of interested persons; and

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

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

WHEREAS, the Executive Officer of the Board of Supervisors did cause the notice of the public hearing to be posted in three conspicuous places within the territory to be annexed and did give notice of the public hearing by publishing once a week for two successive weeks in a newspaper of general circulation; and

WHEREAS, said Board of Supervisors has heard all testimony and evidence with regard to the annexation and levy of assessments and has tabulated returned assessment ballots concerning the proposed assessments and has found that no majority protest exists.

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

SECTION 1. Petition No. 56-1017 for annexation of territory hereinafter described to County Lighting Maintenance District 1687 and County Lighting District LLA-1, Unincorporated Zone, were signed by the property owners representing 60 percent or more of the area proposed to be annexed.

SECTION 2. The Board of Supervisors hereby finds that the public interest and convenience require the installation, operation, and maintenance of the street lighting improvements within the territory proposed for annexation and hereby grants the petition.

SECTION 3. The Board of Supervisors hereby orders the annexation of territory listed in Attachment A to County Lighting Maintenance District 1687 and County Lighting District LLA-1, Unincorporated Zone, with the exception where a majority protest exists.

SECTION 4. The Board of Supervisors hereby determines that the territory identified will benefit by the annexation to County Lighting Maintenance District 1687 and County Lighting District LLA-1, Unincorporated Zone, and hereby orders the boundary of said districts be altered to include said benefited territory.

SECTION 5. The Diagrams and Assessments, as set forth in the Engineer's Report or as modified, are hereby approved, confirmed, and adopted by this Board.

SECTION 6. The Director of Public Works or his designee shall authorize the installation, operation, and maintenance of the street lighting improvements indicated in the Engineer's Report.

SECTION 7. The adoption of this resolution constitutes the levying of assessments on benefited parcels identified in the Engineer's Report and located within Petition No. 56-1017 for the fiscal year commencing July 1, 2025, and ending June 30, 2026, for the installation, operation, and maintenance of streetlights located therein.

SECTION 8. The amounts to be assessed for the expense of the operation and maintenance of the improvements, as described in said Engineer's Report and resolution of intention, shall be levied and collected in the same manner and by the same officers as taxes for County purposes are levied and collected and shall be disbursed and expended for installation, operation, and maintenance of said improvements, all as described in the Engineer's Report and in the Resolution of Intention.

SECTION 9. The Executive Officer of the Board is hereby ordered and directed to file a certified copy of the Engineer's Report, which include the lighting district diagram and assessments together with a certified copy of this resolution upon its adoption with the County Assessor, Ownership Services Section, and with the Auditor-Controller, Tax Division.

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

[illegible]

The foregoing Resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By Talin Halabi  
Senior Deputy County Counsel

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF DIRECTORS OF THE COUNTY SANITATION DISTRICT NO. 22 OF  
LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS OF THE UPPER SAN  
GABRIEL VALLEY MUNICIPAL WATER DISTRICT APPROVING AND ACCEPTING  
THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING  
FROM ANNEXATION OF PETITION NO. 56-1017  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

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

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Directors of the County Sanitation District No. 22 of Los Angeles County; and the Board of Directors of the Upper San Gabriel Valley Municipal Water District have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Petition No. 56-1017 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the County Sanitation District No. 22 of Los Angeles County, and the Upper San Gabriel Valley Municipal Water District resulting from the annexation of Petition No. 56-1017 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2024, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Petition No. 56-1017, Tax Rate Area 02038, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Petition No. 56-1017.

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

PASSED, APPROVED, AND ADOPTED this 24<sup>th</sup> day of May 2023, by the following vote:

AYES: Eleven (11)  
NOES: None  
ABSENT: Three (3)  
ABSTAIN: None

COUNTY SANITATION DISTRICT NO. 22  
OF LOS ANGELES COUNTY

By   
Chairperson, Board of Directors

ATTEST:

  
Secretary

MAY 24 2023  
Date



**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF DIRECTORS OF THE COUNTY SANITATION DISTRICT NO. 22 OF  
LOS ANGELES COUNTY AND THE BOARD OF DIRECTORS OF THE UPPER SAN  
GABRIEL VALLEY MUNICIPAL WATER DISTRICT APPROVING AND ACCEPTING  
THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING  
FROM ANNEXATION OF PETITION NO. 56-1017  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

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

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Directors of the County Sanitation District No. 22 of Los Angeles County; and the Board of Directors of the Upper San Gabriel Valley Municipal Water District have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Petition No. 56-1017 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 1, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the County Sanitation District No. 22 of Los Angeles County, and the Upper San Gabriel Valley Municipal Water District resulting from the annexation of Petition No. 56-1017 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2024, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Petition No. 56-1017, Tax Rate Area 02038, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Petition No. 56-1017.

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

PASSED, APPROVED, AND ADOPTED this 24 day of May 2023, by the following vote:

AYES: TREVIÑO, CHAVEZ, GARCIA, FELLOW, SANTANA

NOES:

ABSENT:


ABSTAIN:

UPPER SAN GABRIEL VALLEY  
MUNICIPAL WATER DISTRICT

By

President, Board of Directors

DocuSigned by:



02F76C0ECC8C4DB...

ATTEST:

DocuSigned by:



8029C9607A394A1...

Secretary

5/31/2023

Date

ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 02038  
 EFFECTIVE DATE: 07/01/2023  
 ANNEXATION NUMBER: PE 56-1017 PROJECT NAME: PETITION NO. 56-1017  
 DISTRICT SHARE: 0.021423831

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
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001.05	LOS ANGELES COUNTY GENERAL	0.322879902	32.2890 %	0.021423831	0.006917334	-0.007078661	0.315801241
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000115388	0.0115 %	0.021423831	0.000002472	0.000000000	0.000115388
003.01	L A COUNTY LIBRARY	0.023710171	2.3710 %	0.021423831	0.000507962	-0.000507962	0.023202209
005.05	ROAD DIST # 1	0.005906934	0.5906 %	0.021423831	0.000126549	-0.000126549	0.005780385
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.177434642	17.7434 %	0.021423831	0.003801329	-0.003801329	0.173633313
007.31	L A C FIRE-FFW	0.007414877	0.7414 %	0.021423831	0.000158855	0.000000000	0.007414877
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001767010	0.1767 %	0.021423831	0.000037856	-0.000037856	0.001729154
030.70	LA CO FLOOD CONTROL MAINT	0.009999934	0.9999 %	0.021423831	0.000214236	-0.000214236	0.009785698
066.85	CO SANIT DIST NO 22 OPERATING	0.013926228	1.3926 %	0.021423831	0.000298353	-0.000298353	0.013627875
368.05	UPPER SAN GAB. VY. MUN. WATER	0.000580742	0.0580 %	0.021423831	0.000012441	-0.000012441	0.000568301
400.00	EDUCATIONAL REV AUGMENTATION FD	0.067001807	6.7001 %	0.021423831	0.001435435	EXEMPT	0.067001807
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021423831	0.002825324	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001431162	0.1431 %	0.021423831	0.000030660	EXEMPT	0.001431162
400.21	CHILDREN'S INSTIL TUITION FUND	0.002840356	0.2840 %	0.021423831	0.000060851	EXEMPT	0.002840356
791.04	CITRUS COMMUNITY COLLEGE DIST	0.025119961	2.5119 %	0.021423831	0.000538165	EXEMPT	0.025119961
791.20	CHILDREN'S CTR FUND CITRUS C C	0.000655228	0.0655 %	0.021423831	0.000014037	EXEMPT	0.000655228
818.03	AZUSA UNIFIED SCHOOL DISTRICT	0.197765276	19.7765 %	0.021423831	0.004236889	EXEMPT	0.197765276
818.06	CO.SCH.SERV.FD.- AZUSA	0.008572960	0.8572 %	0.021423831	0.000183665	EXEMPT	0.008572960
818.07	DEV.CTR.HDCPD.MINOR-AZUSA	0.000999772	0.0999 %	0.021423831	0.000021418	EXEMPT	0.000999772

ANNEXATION NUMBER: PE 56-1017 PROJECT NAME: PETITION NO. 56-1017 TRA: 02038

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
-----	-----	-----	-----	-----	-----	-----	-----
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021423831	0.000000000	0.000000000	0.012077387
-----	-----	-----	-----	-----	-----	-----	-----
	TOTAL:	1.000000000	100.0000 %		0.021423831	-0.012077387	1.000000000

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

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: Talin Halabi  
Senior Deputy County Counsel

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023		
<b>BOARD MEETING DATE</b>	11/7/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	WATER RESOURCES CORE SERVICE AREA GRANT OF EASEMENT FROM THE LOS ANGELES FLOOD CONTROL DISTRICT TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA CHARTER OAK WASH, PARCEL 65GE, IN THE CITY OF COVINA (SUPERVISORIAL DISTRICT 1) (3 VOTES)		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost: \$0.00		Funding source: N/A
	TERMS (if applicable):		
	Explanation: The Los Angeles County Flood Control District will grant a gratis easement to the Metropolitan Water District of Southern California (MWD) to comply with the Interlocutory Judgement in Condemnation.		
<b>PURPOSE OF REQUEST</b>	Grant of easement for access and the operation, maintenance, and construction of water pipeline and appurtenant structures within Parcel 65GE related to Charter Oak Wash.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed grant of easement will remedy an omission to reserve rights to MWD when the Flood Control District acquired property for construction of the Charter Oak Wash through eminent domain in 1966. When the Flood Control District acquired fee title by the Final Order in Condemnation for construction of the Charter Oak Wash, an easement was to be reserved to MWD for access and the operation, maintenance, and construction of water pipelines and appurtenant structures. However, the easement was inadvertently omitted in the Final Order of Condemnation. MWD and the community will benefit from the grant of easement as it will remedy an encroachment and provide them with the necessary rights to continue to operate and maintain their facilities within the Flood Control District's right of way.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability—This transaction will allow MWD to provide water resources while preserving quality of life for County residents.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, <a href="mailto:safshari@pw.lacounty.gov">safshari@pw.lacounty.gov</a>		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

November 7, 2023

IN REPLY PLEASE

REFER TO FILE: **SMP-6**

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA  
GRANT OF EASEMENT  
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
CHARTER OAK WASH, PARCEL 65GE,  
IN THE CITY OF COVINA  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to grant an easement for access and the operation, maintenance, and construction of water pipelines and appurtenant structures within Parcel 65GE related to Charter Oak Wash, in the City of Covina, from the Los Angeles County Flood Control District to the Metropolitan Water District of Southern California.

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

1. Find that the proposed project is exempt from California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that the grant of easement for access and the operation, maintenance, and construction of water pipelines and appurtenant structures within Parcel 65GE related to Charter Oak Wash, in the City of Covina, and the subsequent use of said easement will not interfere with the use of the affected parcel for any purposes of the Los Angeles County Flood Control District.

3. Approve the project, which is granting an easement for access and the operation, maintenance, and construction of water pipeline and appurtenant structures within Parcel 65GE related to Charter Oak Wash, in the City of Covina, from the Los Angeles County Flood Control District to the Metropolitan Water District of Southern California.
4. Delegate the authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute the Easement document and authorize delivery to the Metropolitan Water District of Southern California.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and will allow the Los Angeles County Flood Control District to grant an easement for access and the operation, maintenance, and construction of water pipelines and appurtenant structures within Parcel 65GE related to Charter Oak Wash, in the City of Covina, as shown on the enclosed map, to the Metropolitan Water District of Southern California (MWD).

The proposed grant of easement will remedy an omission to reserve rights to MWD when the Flood Control District acquired property for construction of the Charter Oak Wash through eminent domain in 1966. When the Flood Control District acquired fee title by the Final Order in Condemnation for construction of the Charter Oak Wash, an easement was to be reserved to MWD for access and the operation, maintenance, and construction of water pipelines and appurtenant structures. However, the easement was inadvertently omitted in the Final Order of Condemnation.

MWD and the community will benefit from the grant of easement as it will remedy an encroachment and provide them with the necessary rights to continue to operate and maintain their facilities within the Flood Control District's right of way.

**Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by allowing MWD to complete its construction activities and continue providing utility service to the community.

**FISCAL IMPACT/FINANCING**

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



The grant of easement to MWD will be gratis to comply with the Interlocutory Judgement in Condemnation.

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

The proposed grant of easement is authorized by Section 2, Subsection 13, of the Los Angeles County Flood Control Act. This section provides as follows: "The Los Angeles County Flood Control District is hereby declared to be a body corporate and politic and has all the following powers...13. To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of the board of supervisors of the property, or any interest therein or part thereof, is no longer required for the purposes of the district..."

The grant of easement is not considered adverse to the Flood Control District's purposes and will not hinder the use of Charter Oak Wash for possible transportation, utility, recreational corridors, or flood control purposes.

The Easement document has been approved by County Counsel as to form and it will be recorded.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project, which is granting an easement, is exempt from CEQA. The project authorizes a grant of easement to MWD for access and the operation, maintenance, and the construction of existing water pipelines and appurtenant structures and, therefore, is within the class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301(c) and 15305 of the CEQA Guidelines and Classes 1(e) and 5(a) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5; or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

This transaction will allow for the joint use of the Flood Control District's right of way without interfering with its primary mission. There will be no significant impact on current services or future projects.

The Honorable Board of Supervisors  
November 7, 2023  
Page 4

**CONCLUSION**

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

Respectfully submitted,

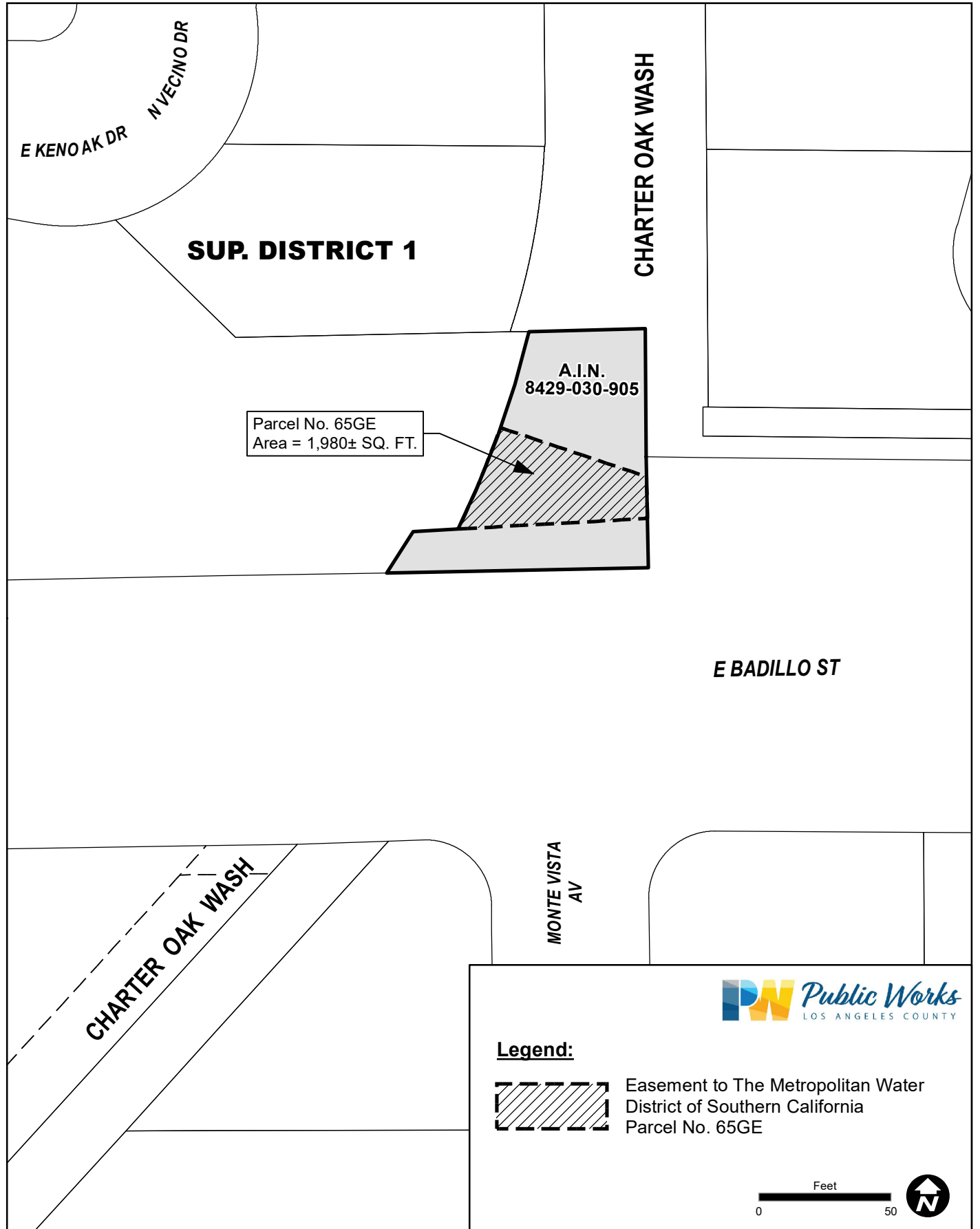
MARK PESTRELLA, PE  
Director of Public Works

MP:GE:db

Enclosure

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

# CHARTER OAK WASH CITY OF COVINA



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023	
<b>BOARD MEETING DATE</b>	11/7/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	DAAA Job Order Contract Nos. 6769 through 6783 Pavement Preservation, Resurfacing, and Pavement Reconstruction	
<b>PROGRAM</b>	Road Fund	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$78,750,000	Funding source: Road Fund (B03 – Services and Supplies, Capital Assets-Infrastructure)
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to procure 15 separate Job Order Contracts for pavement preservation, resurfacing, and pavement reconstruction work throughout the County and various cities.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The procurement of these Job Order Contracts will augment Public Works' ability to effectively and efficiently repair and maintain County roads and infrastructure.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 9: Poverty Alleviation. Contract provisions require the contractor to comply with Board-adopted Local and Targeted Worker Hire Policy.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847 <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>	



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

November 7, 2023

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

Dear Supervisors:

**CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD  
JOB ORDER CONTRACT NOS. 6769 THROUGH 6783  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION  
(RESURFACING), AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)  
IN VARIOUS CITIES, UNINCORPORATED COMMUNITIES,  
AND FACILITIES COUNTYWIDE  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to procure 15 separate Job Order Contracts for work involving pavement preservation, resurfacing, and rehabilitation; reconstruction of streets, highways, alleys, and access roads in various cities, unincorporated communities, and various facilities Countywide; and Board approval of 49 roadway improvement projects, which may be completed using Job Order Contracts.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the 49 pavement preservation and roadway improvement projects to be approved through work orders are exempt from the provisions of the California Environmental Quality Act and that the award of Job Order Contracts Nos. 6769 through 6783 and related actions and the adoption of the Job Order Contract Unit Price Books and Specifications recommended for approval do not constitute projects under the California Environmental Quality Act for the reasons stated in this Board Letter and in the record of the proposed activities.
2. Adopt the Job Order Contract Unit Price Books and Specifications that are on file in Project Management Division III of Public Works for work involving pavement preservation, resurfacing, and rehabilitation and reconstruction of streets, highways, alleys, and access roads.
3. Delegate authority to the Director of Public Works, acting as the Road Commissioner, or his designee to instruct the Executive Officer of the Board to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement with the Notice Inviting Bids when ready to advertise the 15 separate Job Order Contracts Nos. 6769 through 6783.
4. Delegate authority to the Director of Public Works, acting as the Road Commissioner, or his designee to make the determination that a bidder is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has satisfied all conditions for contract award. Upon such determination, delegate authority to the Director of Public Works or his designee to award and execute 15 separate Job Order Contracts, each for a not-to-exceed amount of \$5,250,000, for a total aggregate amount not to exceed \$78,750,000, in the form previously approved by County Counsel, and to establish the effective date following receipt of approved Faithful Performance and Labor and Material Bonds and insurance certificate filed by the contractors.
5. Delegate to the Director of Public Works, acting as the Road Commissioner, or his designee the following authority in connection with these contracts: (a) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (b) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public

Contract Code, Sections 4100 et seq., and 5100 et seq., respectively; (c) accept any project assigned by work order under these contracts upon the project's final completion; and (d) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

6. Approve each of the 49 pavement preservation, resurfacing, and roadway improvement projects for an aggregate total cost estimate not to exceed \$105,108,000, including an aggregate construction cost estimate not to exceed \$78,405,000.
7. Authorize the Director of Public Works, acting as the Road Commissioner, or his designee to deliver the proposed projects using Job Order Contracts.
8. Authorize the Director of Public Works, acting as the Road Commissioner, or his designee to issue work orders to the selected contractors in an aggregate per Job Order Contract amount not to exceed the maximum amount of each Job Order Contract for each of the 49 proposed pavement preservation, resurfacing, rehabilitation, and reconstruction of streets, highways, alleys, and access roads projects.

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

Approval of the recommended actions will find that the projects are exempt from the California Environmental Quality Act (CEQA) and allow Public Works to procure contractors through Job Order Contracts (JOCs) to enhance Public Works' ability to effectively and efficiently perform pavement preservation, resurfacing, rehabilitation, and reconstruction using sustainable construction practices on existing streets, highways, alleys, and access roads. The proposed JOCs will primarily be used on State-approved pavement projects that are being funded through the Road Maintenance and Rehabilitation Account (Senate Bill 1). The work to be approved through issuance of work orders will be performed in various unincorporated communities, as well as various city streets and County facilities Countywide in support of ongoing operations (see Enclosure A).

JOC is a flexible and cost-effective unit price contracting method for performing maintenance work. The State Public Contract Code allows JOCs to be valid for one year. This process reduces administrative requirements and lowers administrative costs while meeting State and County procurement requirements.

Currently, Public Works has limited ability to perform pavement preservation, resurface, rehabilitation, and reconstruction projects. The work itself is seasonal, requiring warm

weather, very specialized equipment and training, and a dedicated staff. Therefore, Public Works proposes to utilize JOCs as a cost-effective, streamlined method for completing pavement preservation, resurfacing, rehabilitation, and reconstruction projects.

Public Works recommends that the Board authorize Public Works to award the JOCs following bid review and determination of the lowest responsive and responsible bidders. The 15 JOCs are for a not-to-exceed amount of \$5,250,000 each with an aggregate amount of \$78,750,000 (see Enclosure B).

Public Works also recommends that the Board approve each of the proposed projects listed in Enclosure C and authorize Public Works to use JOCs to deliver these projects. These projects may be delivered using JOCs approved in this Board Letter and others may be delivered using JOCs that have been previously approved by the Board or JOCs that may be Board-approved in the future.

The majority of these proposed projects would be constructed in Fiscal Years 2023-24 and 2024-25.

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

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

### **FISCAL IMPACT/FINANCING**

Projects that are authorized under JOCs 6769 through 6783 and the 49 listed projects (Enclosure C) may be ordered for and subsequently funded by various funds administered by Public Works. The largest expenditure is anticipated to be derived from the Road Fund (B03 – Services and Supplies, Capital Assets-Infrastructure). Sufficient funds for each JOC work order will be made available in the appropriate fund prior to authorizing the work. For projects within cities, the costs will be collected through the provisions of the General Service Agreement.

The 15 JOCs are for a not-to-exceed amount of \$5,250,000 each with an aggregate amount of \$78,750,000.



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

Public Works will instruct the Executive Officer of the Board of Supervisors to advertise the JOCs for bids in accordance with Section 20392 of the State Public Contract Code. It is anticipated that the JOCs will advertise for bids within the next 12 to 18 months.

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

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

The JOC Unit Price Books and Specifications include the contractual provisions, methods, and material requirements necessary for these contracts and are on file with Public Works.

The 49 listed projects would be carried out through Board-approved JOCs and/or JOCs that may be subsequently approved by the Board. Public Works will use the Board-approved Unit Price Books and Specifications, including the contractual provisions, methods, and material requirements necessary for these projects that are on file with Public Works.

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

## **ENVIRONMENTAL DOCUMENTATION**

The recommended actions to award these JOCs and take related actions and to adopt the JOC Unit Price Books and Specifications are not projects pursuant to CEQA because they are excluded from the definition of a project under Public Resources Code Section 21065 and are an organizational or administrative activity of government that will not result in direct or indirect physical changes to the environment pursuant to Section 15378 (b) of the CEQA Guidelines; or, in the alternative, they are exempt because it can be seen with certainty that they will not have a significant adverse impact on the environment.

The 49 proposed projects are categorically exempt from CEQA. Each of these projects consist of work involving pavement preservation, resurfacing, rehabilitation, and reconstruction on existing streets, highways, alleys, and access roads. Each of the projects fall under a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (c) of the CEQA Guidelines and Class 1 (x) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

The implementation of additional work orders under the JOCs will be subject to prior determination and documentation by Public Works that the work is exempt from CEQA. The type of work to be performed under these JOCs is generally anticipated to be exempt under Section 15301, Class 1, of the CEQA Guidelines, as well as Class 1 of the County Environmental Document Reporting Procedures. In addition, based on the records of the 49 separate projects, the JOCs will comply with all applicable regulations. The projects are not located in a sensitive environment, there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that the projects may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

In the event the work under the work orders is not exempt, the Board will be requested to approve the appropriate environmental finding and documentation for that work, as applicable, prior to issuance of the work order.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 15062 of the CEQA Guidelines and will post the notice to its website pursuant to Section 21092.2.

### **CONTRACTING PROCESS**

These contracts will be contracted on an open-competitive bid basis.

The Director, acting as the Road Commissioner, or his designee will award each of the 15 JOCs upon review of the bids. Each JOC will be awarded to a responsible contractor who submits the lowest responsive bid and meets the criteria established by the Board and the State Public Contract Code.

Contract provisions require the contractors to comply with the Board-adopted Local and Targeted Worker Hire Policy.

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

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

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

Also, the contract solicitation will be advertised through web-based and social media platforms, including X (formally Twitter).

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

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

The use of these contracts will expedite the completion of pavement preservation, resurfacing, rehabilitation, and reconstruction of streets, highways, alleys, and access roads throughout various cities and unincorporated communities in Los Angeles County. Work from these contracts will improve mobility and access for constituents while maintaining safety.

The Honorable Board of Supervisors  
November 7, 2023  
Page 8

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

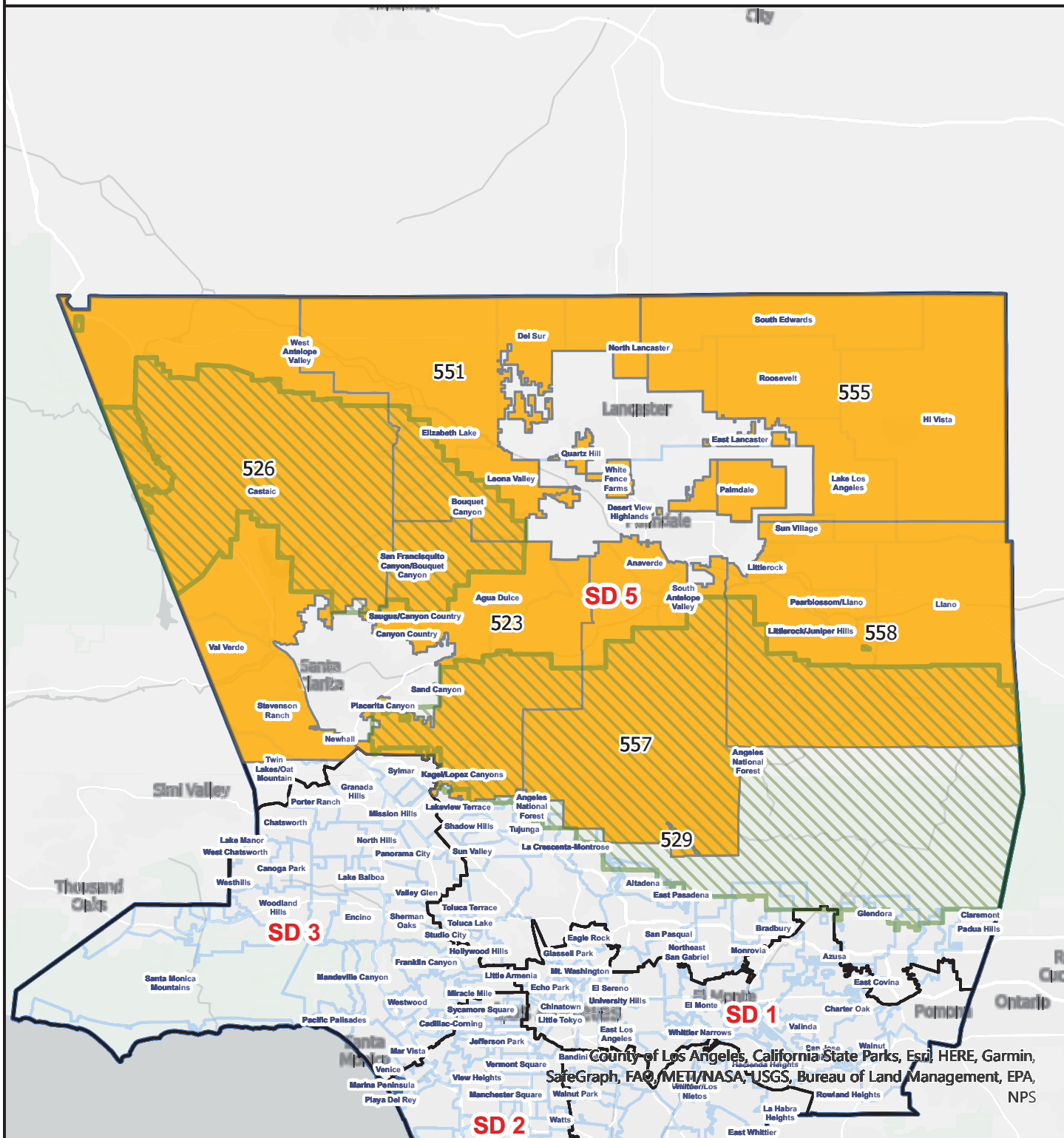
MP:RLG:dw

Enclosures

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



# JOB ORDER CONTRACT PAVEMENT PRESERVATION (RESURFACING, SEAL COATS, AND SUSTAINABILITY) NORTH COUNTY



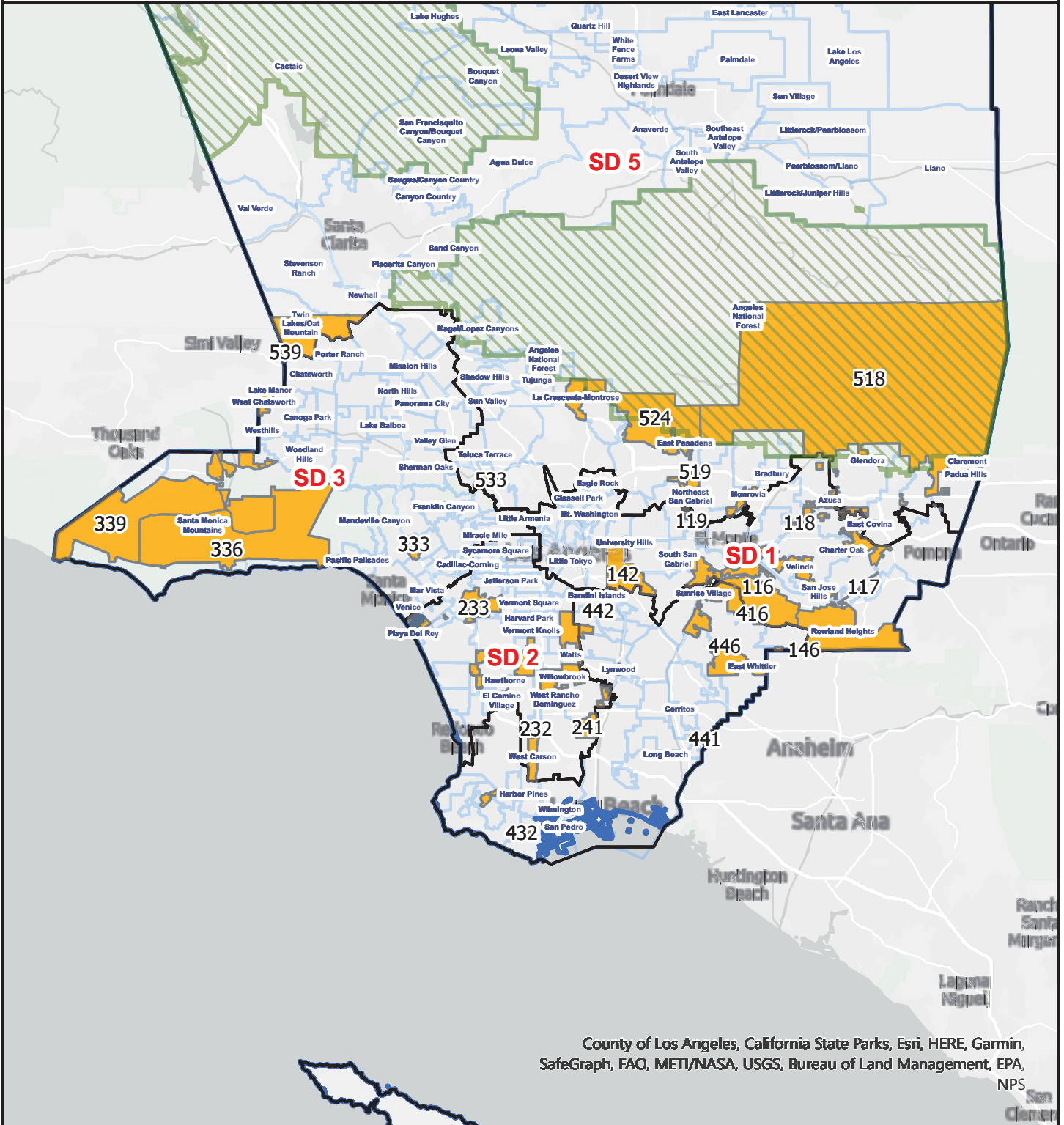
- Community Boundaries
- Supervisorial Districts
- National Forest
- North County Included Areas



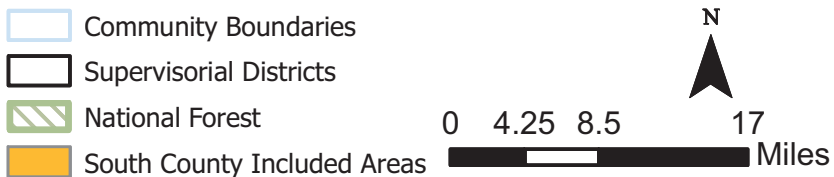
Data contained in this map is produced in whole or in part from the Los Angeles County Public Works' digital database.



# JOB ORDER CONTRACT PAVEMENT PRESERVATION (RESURFACING, SEAL COATS, AND SUSTAINABILITY) SOUTH COUNTY



County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS



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



**JOB ORDER CONTRACT NOS. 6769 THROUGH 6783  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION  
(RESURFACING), AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)**

<b>Project ID No.</b>	<b>JOC</b>	<b>SD</b>	<b>Scope of Work</b>	<b>Amount</b>
RMDJOC6769	6769	5	Pavement Preservation (Seal Coats), North Los Angeles County	\$5,250,000
RMDJOC6770	6770	5	Pavement Preservation (Resurfacing), North Los Angeles County	\$5,250,000
RMDJOC6771	6771	5	Pavement Preservation (Resurfacing), North Los Angeles County	\$5,250,000
RMDJOC6772	6772	5	Pavement Reconstruction (Sustainable), North Los Angeles County	\$5,250,000
RMDJOC6773	6773	5	Pavement Reconstruction (Sustainable), North Los Angeles County	\$5,250,000
RMDJOC6774	6774	1,2,3,4,5	Pavement Preservation (Seal Coats), South Los Angeles County	\$5,250,000
RMDJOC6775	6775	1,2,3,4,5	Pavement Preservation (Seal Coats), South Los Angeles County	\$5,250,000
RMDJOC6776	6776	1,2,3,4,5	Pavement Preservation (Seal Coats), South Los Angeles County	\$5,250,000
RMDJOC6777	6777	1,2,3,4,5	Pavement Preservation (Seal Coats), South Los Angeles County	\$5,250,000
RMDJOC6778	6778	1,2,3,4,5	Pavement Preservation (Resurfacing), South Los Angeles County	\$5,250,000
RMDJOC6779	6779	1,2,3,4,5	Pavement Preservation (Resurfacing), South Los Angeles County	\$5,250,000
RMDJOC6780	6780	1,2,3,4,5	Pavement Preservation (Resurfacing), South Los Angeles County	\$5,250,000
RMDJOC6781	6781	1,2,3,4,5	Pavement Reconstruction (Sustainable), South Los Angeles County	\$5,250,000

**JOB ORDER CONTRACT NOS. 6750 THROUGH 6783  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION  
(RESURFACING), AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)**

<b>Project ID No.</b>	<b>JOC</b>	<b>SD</b>	<b>Scope of Work</b>	<b>Amount</b>
RMDJOC6782	6782	1,2,3,4,5	Pavement Reconstruction (Sustainable), South Los Angeles County	\$5,250,000
RMDJOC6783	6783	1,2,3,4,5	Pavement Reconstruction (Sustainable), South Los Angeles County	\$5,250,000
				<b>TOTAL: \$78,750,000</b>



**JOB ORDER CONTRACT NOS. 6769 THROUGH 6783  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION  
(RESURFACING), AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)**

	Project Name	SD	Type of Project	Estimated Construction Cost	Total Project Cost Estimate
1.	110th Street, et al. (Athens)	2	Resurface	\$3,100,000	\$4,030,000
2.	122nd Street, et al. (Athens Village)	2	Roadway Improvement	\$3,400,000	\$4,978,000
3.	15th Street East, et al. (South Antelope Valley)	5	Resurface	\$1,494,000	\$1,942,000
4.	200th Street East – Avenue G to Avenue J (Hi Vista)	5	Pavement Preservation	\$ 532,000	\$ 692,000
5.	60th Street East – Avenue E to Avenue I (Roosevelt)	5	Resurface	\$1,000,000	\$1,300,000
6.	6th Street, et al. (East Los Angeles)	1	Pavement Preservation	\$ 968,000	\$1,258,000
7.	70th Street East – Avenue E to Avenue I (Roosevelt)	5	Resurface	\$1,000,000	\$1,300,000
8.	76th Place, et al. (Florence-Firestone)	2	Pavement Preservation	\$1,900,000	\$2,470,000
9.	90th Street East – Avenue T to Palmdale Boulevard (Littlerock)	5	Roadway Improvement	\$2,473,000	\$3,620,000
10.	Alabama Street, et al. (La Crescena-Montrose)	5	Pavement Preservation	\$ 738,000	\$ 959,000
11.	Aliso Canyon Road - Soledad Canyon Road to Avenue Y-8 (South Antelope Valley)	5	Resurface	\$ 778,000	\$1,011,000
12.	Allston Street, et al. (East Los Angeles)	1	Pavement Preservation	\$ 1,323,000	\$1,720,000
13.	Avenue O – 30th Street West to 11th Street West (Quartz Hill)	5	Resurface	\$ 754,000	\$ 980,000
14.	Avenue Q Tract (Littlerock)	5	Pavement Preservation	\$ 545,000	\$ 709,000
15.	Basetdale Avenue, et al. (Avocado Heights)	1	Pavement Preservation	\$ 1,300,000	\$1,690,000
16.	Binney Street, et al. (Hacienda Heights)	1	Resurface	\$ 1,456,000	\$1,893,000

**JOB ORDER CONTRACT NOS. 6769 THROUGH 6783  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION  
(RESURFACING), AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)**

	Project Name	SD	Type of Project	Estimated Construction Cost	Total Project Cost Estimate
17.	Calaveras Street, et al. Phase I (Altadena)	5	Pavement Preservation	\$1,487,000	\$1,933,000
18.	California Avenue (Duarte)	5	Roadway Improvement	\$2,208,000	\$2,870,000
19.	Canelones Drive, et al. (Hacienda Heights)	1	Pavement Preservation	\$1,099,000	\$1,429,000
20.	Chiquito Canyon Road - Henry Mayo Drive to San Martinez Road (Castaic)	5	Resurface	\$1,301,000	\$1,691,000
21.	Covina Hills Road, et al. (Charter Oak)	1	Resurface	\$1,229,000	\$1,598,000
22.	Crown Valley Road - Governor Mine Road to Soledad Canyon Road (Acton)	5	Resurface	\$1,400,000	\$1,820,000
23.	Dalrose Avenue, et al. (Lennox)	2	Pavement Preservation	\$ 950,000	\$1,235,000
24.	Dawn Haven Road, et al. (Hacienda Heights)	1	Roadway Improvement	\$3,414,000	\$4,998,000
25.	Elizabeth Lake Road – Lake Hughes Road to 2,453 Feet West of Munz Ranch Road (Lake Hughes)	5	Roadway Improvement	\$1,229,000	\$1,799,000
26.	Fiji Way, et al. (Marina Del Rey)	2	Resurface	\$1,500,000	\$1,950,000
27.	Hubbard Street, et al. (East Los Angeles)	1	Pavement Preservation	\$1,820,000	\$2,366,000
28.	Judah Avenue, et al. (Del Aire)	2	Roadway Improvement	\$3,000,000	\$4,392,000
29.	La Cienega Boulevard, et al. (Lennox)	2	Roadway Improvement	\$1,300,000	\$1,903,000
30.	Lake Hughes Road Phase I (Castaic)	5	Roadway Improvement	\$4,800,000	\$6,240,000
31.	Lake Los Angeles Local Streets, et al. (Lake Los Angeles)	5	Pavement Preservation	\$ 545,000	\$ 709,000

**JOB ORDER CONTRACT NOS. 6769 THROUGH 6783  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION  
(RESURFACING), AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)**

	Project Name	SD	Type of Project	Estimated Construction Cost	Total Project Cost Estimate
32.	Las Virgenes Road (Malibu)	3	Resurface	\$1,000,000	\$1,300,000
33.	Maunaloa Avenue, et al. (East Azusa)	1	Resurface	\$2,508,000	\$3,260,000
34.	Meyler Street, et al. (West Carson)	2	Pavement Preservation	\$1,800,000	\$2,340,000
35.	Munz Ranch Road (Elizabeth Lake)	5	Resurface	\$1,183,000	\$1,538,000
36.	Pioma Road, et al. (Malibu)	3	Roadway Improvement	\$4,600,000	\$6,734,000
37.	Placid Drive, et al. (South Whittier)	4	Pavement Preservation	\$2,200,000	\$2,860,000
38.	Puente Avenue (Basset)	1	Resurface	\$ 650,000	\$ 845,000
39.	San Bernardino Road, et al. (Covina Islands)	1	Resurface	\$ 2,637,000	\$3,428,000
40.	Sierra Highway (Phase V) - Agua Dulce Canyon Road to Anthony Road (Agua Dulce)	5	Roadway Improvement	\$ 1,960,000	\$2,547,000
41.	Sloan Canyon Road – Quail Valley Road to The Old Road (Castaic)	5	Resurface	\$ 650,000	\$ 845,000
42.	Summerfield Avenue, et al. (West Whittier Los Nietos)	4	Pavement Preservation	\$ 938,000	\$1,219,000
43.	Tudor Street, et al. (Covina Islands)	1	Pavement Preservation	\$ 1,146,000	\$1,490,000
44.	Tuna Canyon Road, et al. (Malibu)	3	Resurface	\$ 1,800,000	\$2,340,000
45.	Valley Canyon Road, et al. (Acton)	5	Resurface	\$ 278,000	\$ 361,000
46.	Valley Sage Road, et al. (Agua Dulce)	5	Resurface	\$ 1,163,000	\$1,512,000
47.	Van Wig Avenue, et al. (Bassett)	1	Pavement Preservation	\$ 875,000	\$1,138,000
48.	Woodward Boulevard, et al. (East Pasadena)	5	Pavement Preservation	\$ 1,524,000	\$1,981,000

**JOB ORDER CONTRACT NOS. 6769 THROUGH 6783  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION  
(RESURFACING), AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)**

	<b>Project Name</b>	<b>SD</b>	<b>Type of Project</b>	<b>Estimated Construction Cost</b>	<b>Total Project Cost Estimate</b>
49.	Zamora Avenue, et al. (Florence-Firestone)	2	Pavement Preservation	\$ 1,450,000	\$ 1,885,000
<b>TOTALS:</b>				<b>\$78,405,000</b>	<b>\$105,108,000</b>

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023	
<b>BOARD MEETING DATE</b>	11/7/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Award of Services Contract for on-call sweeping services for flood control maintenance activities.	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract is renewed on a month-to-month basis and has an expiration date of July 20, 2024; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing this service.	
<b>COST &amp; FUNDING</b>	Total cost: \$7,985,340	Funding source: Funding for the first year of this service is included in the Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07 - Services and Supplies). Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	<b>TERMS (if applicable):</b>  This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	The purpose of the recommended action is to award a services contract to CleanStreet, LLC, and allow Public Works to utilize the services provided by the contractor in maintaining various facilities within the County of Los Angeles.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended action will award a services contract to CleanStreet, LLC, to provide on-call and intermittent sweeping at various flood control facilities, access roads and streets leading in and out of these facilities primarily during Stormwater Maintenance Division's maintenance activities such as debris basin cleanouts and sediment removal within the County. This will help to mitigate the impacts of trash and pollution on the surrounding streets and communities. Public Works has contracted for these services since 2003.	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:  On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with the Department of Economic Opportunity and advertise in regional and small newspapers in each Supervisorial Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code and all Board contracting policies.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:  Board Priority No. 7, Sustainability. The on-call sweeping services at various flood control facilities will provide proper cleaning as needed and reduces the impact from the maintenance activities to the surrounding communities within Los Angeles County.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  Anthony Nyivih, Deputy Director, (626) 458-4014, cell (626) 483-9181, <a href="mailto:anyivih@pw.lacounty.gov">anyivih@pw.lacounty.gov</a>



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

November 7, 2023

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

Dear Supervisors:

**SERVICES CONTRACT  
WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ON-CALL SWEEPING SERVICES FOR FLOOD CONTROL  
MAINTENANCE ACTIVITIES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to CleanStreet, LLC, for on-call sweeping services at various flood control facilities including access roads and adjoining streets leading in and out of these facilities within the County of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter and the record of the project.
2. Award the contract to CleanStreet, LLC, for on-call sweeping services for flood control maintenance activities. This contract will be for a term of 1 year, with three 1-year renewal options and a month-to-month extension up to

6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$7,985,340.

3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period, if in the opinion of the Director of Public Works or his designee, CleanStreet, LLC, has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

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

Approval of the recommended action will award a services contract to CleanStreet, LLC, to provide on-call and intermittent sweeping at various flood control facilities, access roads and streets leading in and out of these facilities primarily during Stormwater Maintenance Division's maintenance activities such as debris basin cleanouts and sediment removal within the County. This will help to mitigate the impacts of trash and pollution on the surrounding streets and communities. Due to the need for maintenance on an on-call basis for an extended period of time and the level of flexibility the street and access road sweeping requires, an on-call contract is the most effective means to meet the needs of the sweeping services.

The current contract is renewed on a month-to-month basis and has an expiration date of July 20, 2024; however, it will expire upon award and execution of this contract. The award of this contract will continue the current service by the recommended contractor, CleanStreet, LLC, which is the current contractor providing this service.

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

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.



### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual cost is \$1,613,200 plus 10 percent of the annual contract sum for additional work within the scope of the contract and cost-of-living adjustments in accordance with the contract. Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms including the three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with an estimated maximum potential contract sum of \$7,985,340. This amount is based on the annual price quoted by the contractor and our estimated annual utilization of the contractor's services. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding. Adjustments will be made to the annual contract's sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

Funding for the first year of these services is included in the Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07 - Services and Supplies). Total annual expenditures for these services will not exceed the maximum potential contract sum approved by the Board. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

The recommended contractor, CleanStreet, LLC, is located in Gardena, California. This contract will commence upon the Board's approval and final execution, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding.

County Counsel will review the contract as to form (Enclosure A) prior to approval. The recommended contract with CleanStreet, LLC, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and community business enterprise program information. Data regarding the proposers' minority participation is on file with

Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract. In addition, the contractor understands and agrees that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

The contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environment Quality Act. These services are within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301(c) of the State California Environment Quality Act guidelines and Class 1, Subsection (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, the contract work involves maintenance activities sweeping various flood control facilities, access roads and streets leading in and out of these facilities throughout the County and will comply with all applicable regulations. The work is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that the activity may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable based on the records of the activity.

### **CONTRACTING PROCESS**

On February 13, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and Twitter. In addition, advertisements were placed in the *Los Angeles Daily Journal*, *La Opinión*, *Los Angeles Sentinel*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *Antelope Valley Press*, *Watts Times*, *The Malibu Times*, and *Pasadena Star News*. Also, Public Works informed 1,442 Local Small Business Enterprises, 155 Disabled Veteran Business Enterprises, 158 Social Enterprises, 904 Community Business Enterprises, and 25 independent contractors, various business development centers, and municipalities about this business opportunity.

On April 11, 2023, two proposals were received. Both proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, lowest cost, responsive, and responsible proposer, CleanStreet, LLC, located in Gardena, California. Public Works notified the applicable union on this solicitation.

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

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

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:SK:ep

Enclosures

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

AGREEMENT FOR  
ON-CALL SWEEPING SERVICES FOR FLOOD CONTROL MAINTENANCE  
ACTIVITIES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and CLEANSTREET, LLC, a California Limited Liability Corporation, located at 1937 West 169th Street, Gardena, CA 90247, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 11, 2023, hereby agrees to provide services as described in this Contract for On-Call Sweeping Services for Flood Control Maintenance Activities.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Los Angeles County Stormwater Maintenance Division East Area Boundary; Exhibit H, On-Call Daily Sweeping Report; and Exhibit I, On-Road Diesel-Fueled Vehicles Emissions Reporting Form; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$1,613,200 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term will be for a period of 1 year commencing upon the Board's approval and final execution, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General

Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

SEVENTH: In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

NINTH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage

change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any Cost-of-Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

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

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

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

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

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

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

CLEANSTREET, LLC

By \_\_\_\_\_  
Its manager, SCA of CA, LLC

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

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

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL SWEEPING SERVICES FOR FLOOD CONTROL MAINTENANCE ACTIVITIES**

**SELECTED FIRMS**

<b>Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.</b>	<b>Local Small Business Enterprise (LSBE)</b>	<b>Small Business Enterprise (SBE)</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran Business Enterprise</b>	<b>Social Enterprise</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise</b>
<b>CleanStreet, LLC</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

**NON-SELECTED FIRMS**

<b>Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.</b>	<b>Local Small Business Enterprise (LSBE)</b>	<b>Small Business Enterprise (SBE)</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran Business Enterprise</b>	<b>Social Enterprise</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise</b>
<b>Spadaro Enterprises, Inc.</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to

<b>FIRM INFORMATION*</b>		<b>CleanStreet, LLC</b>	<b>Spadaro Enterprises, Inc.</b>
<b>BUSINESS STRUCTURE</b>		Limited Liability Corporation	Corporation
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER/% OF OWNERSHIP</b>	
<b>OWNERS/PARTNERS</b>	Black/African American	1/100%	3
	Hispanic/Latino	0	6/100%
	Asian or Pacific Islander	0	0
	Native American	0	0
	Subcontinent Asian	0	0
	White	0	11
	<b>TOTAL</b>	174	20
	<i>Female (included above)</i>	0	3
<b>COUNTY CERTIFICATION</b>			
CBE		N	Y
LSBE		N	Y
<b>OTHER CERTIFYING AGENCY</b>		N/A	DCBA and Supplier Clearinghouse

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to





Home (/LACoBids/)

Solicitation Information

Solicitation Number:	BRC0000390		
Title:	On-Call Sweeping Services for Flood Control Maintenance Activities (BRC0000390)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$1,500,000.00
Commodity:	STREET SWEEPING SERVICES		

**Description:**

PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Sweeping Services for Flood Control Maintenance Activities (BRC0000390) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of this service is estimated to be \$1,500,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Messrs. Dwayne Case at (626) 458-2575 or [dcase@pw.lacounty.gov](mailto:dcase@pw.lacounty.gov) or Jairo Flores at (626) 458-4069 or [jflores@pw.lacounty.gov](mailto:jflores@pw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://pw.lacounty.gov/brcd/servicecontracts>.

"Do Business with Public Works" Website Registration

All interested proposers for this RFP are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited to:

1. Proposer and its managing employee(s) must have a minimum of 3 years of experience providing facilities sweeping and/or street sweeping services at the time of proposal submission.
2. Proposer must have a minimum of five sweepers available to allocate to this contract. The contractor's five allocated sweepers shall be in full compliance with South Coast Air Quality Management District Rules 1186 and 1186.1.
3. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 15,

Prevailing Wages, of the RFP, Part II, Exhibit B. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.




4. Proposers are to disregard references to subcontracting in this solicitation. Subcontracting is not allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the proposal will be immediately disqualified.

A mandatory proposers' conference will be held on Tuesday, February 28, 2023, at 2 p.m. via Microsoft Teams Meeting Online Events. To participate, the proposers will need to sign-in using the electronic sign-in sheet through the website listed below. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. It is the proposers' sole responsibility to do their due diligence to visit and familiarize themselves with the work locations and their requirements before submitting their proposal. After the conference, proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

A link to sign-in and join the meeting can be found at the following website:  
<https://pw.lacounty.gov/contracts/Opportunities.aspx>.

Please direct your questions to Messrs. Case or Flores. The deadline to submit proposals is Monday, March 13, 2023, at 5:30 p.m.

Less

<b>Open Day:</b>	2/13/2023	<b>Closed Date:</b>	4/11/2023 5:30:00 PM
<b>Contact Name:</b>	Dwayne Case	<b>Contact Phone:</b>	(626) 458-2575
<b>Contact Email:</b>	dcase@dpw.lacounty.gov		
<b>Notice of Intent to Award (0) :</b>	 Click here to view notice intent to award list.		
<b>Solicitation Award (0) :</b>	 Click here to view award list.		
<b>Last Changed On:</b>	4/4/2023 5:16:46 PM		
<b>Attachment File (0) :</b>	 Click here to download attachment files.		

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023	
<b>BOARD MEETING DATE</b>	11/7/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Public Works is seeking Board approval to amend Title 16 – Highways, Chapter 16.27, to replace the existing Outdoor Sidewalk Dining Program with an enhanced Outdoor Dining Program within the existing public right of way and the issuance of permits thereunder.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow for the amendment of Title 16, Chapter 16.27, to establish an enhanced Outdoor Dining Program within the public right of way under specified standards and guidelines.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>Since 1996, Public Works has administered an Outdoor Sidewalk Dining Program under Title 16 and issued permits thereunder. However, this program has never been overly popular or utilized, and a need for expansion became clear during the COVID-19 pandemic.</p> <p>In July 2020 the Board of Supervisors directed Public Works to implement a temporary Outdoor Dining Program that expanded upon the existing Outdoor Sidewalk Dining Program. Implementation of the expanded program helped alleviate the threat of COVID-19 exposure posed by indoor dining. The temporary program provided a lifeline to the restaurant and hospitality industry during periods of time when indoor operations were completely closed, or had limited capacity, due to public health orders.</p> <p>As the pandemic continued, public health orders were modified to reflect new data and guidance on indoor activities was changed. Restaurants and small businesses were able to resume operations indoors. However, it became clear that the temporary Outdoor Dining Program had become a significant benefit to both businesses and patrons.</p> <p>In April 2022 the Board of Supervisors directed the departments of Public Works, Fire, Public Health, Regional Planning, and County Counsel to initiate an ordinance amending Title 16 to make the temporary changes into a permanent enhanced program. The proposed amendment to Title 16–Highways will continue to support local industries by establishing an enhanced Outdoor Dining Program accompanied by Outdoor Dining Design guidelines for restaurants seeking to expand service into the public right of way (Attachment 1).</p>	

	Community outreach was conducted utilizing a centralized website, public listening sessions, surveys, and site visits with a wide range of stakeholders including residents, owners of existing restaurants, hospitality industry organizations, and other business groups and community-based organizations to inform them of the ordinance changes. Feedback was received during community outreach efforts and a Community Outreach Report was prepared by the Department of Economic Opportunity to address the public comments received (Attachment 2).
<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 Board agenda items supports the Board Priority of Strategy II, Foster Vibrant and Resilient Communities, through Strategy II.1, Drive Economic and Workforce Development in the County. The recommended action allows the County to establish an enhanced Outdoor Dining Program that will support businesses in the underserved County communities and create more job opportunities.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Arthur Vander Vis, Interim Deputy Director, (626) 458-4004, cell phone (626) 485-1864, <a href="mailto:avander@pw.lacounty.gov">avander@pw.lacounty.gov</a> .



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

November 7, 2023

IN REPLY PLEASE  
REFER TO FILE:

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

DRAFT

Dear Supervisors:

**MUNICIPAL SERVICES CORE SERVICE AREA  
AMENDMENT TO THE LOS ANGELES COUNTY CODE  
TITLE 16 – HIGHWAYS, CHAPTER 16.27 TO ESTABLISH AN ENHANCED  
OUTDOOR DINING PROGRAM WITHIN THE PUBLIC RIGHT OF WAY FOR THE  
UNINCORPORATED AREA OF LOS ANGELES COUNTY  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to amend Title 16 – Highways, Chapter 16.27, to replace the existing Outdoor Sidewalk Dining Program with an enhanced Outdoor Dining Program within the existing public right of way and the issuance of permits thereunder.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed amendment is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Introduce, waive reading, and place the ordinance on the November 21, 2023, agenda for adoption and approval of the ordinance amending Title 16, Chapter 16.27, to establish an enhanced Outdoor Dining Program within the existing public right of way in the unincorporated areas of Los Angeles County (County).

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

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow for the amendment of Title 16, Chapter 16.27, to establish an enhanced Outdoor Dining Program within the public right of way under specified standards and guidelines.

## **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II, Foster Vibrant and Resilient Communities, through Strategy II.1, Drive Economic and Workforce Development in the County. The recommended action allows the County to establish an enhanced Outdoor Dining Program that will support businesses in the underserved County communities by allowing additional seating for outdoor dining in the public right of way, which will help business owners create more job opportunities.

## **FISCAL IMPACT/FINANCING**

There will be no adverse impact to the County General Fund. The enhanced Outdoor Dining Program will be funded through permit issuance, processing and inspection fees collected with permit applications, and will generate additional sales tax revenue that is shared by all taxing entities.

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

Since 1996, Public Works has administered an Outdoor Sidewalk Dining Program under Title 16 and issued permits thereunder. However, this program has never been overly popular or utilized, and a need for expansion became clear during the COVID-19 pandemic.

In July 2020 the Board of Supervisors directed Public Works to implement a temporary Outdoor Dining Program that expanded upon the existing Outdoor Sidewalk Dining Program. Implementation of the expanded program helped alleviate the threat of COVID-19 exposure posed by indoor dining. The temporary program provided a lifeline to the restaurant and hospitality industry during periods of time when indoor operations were completely closed, or had limited capacity, due to public health orders.

As the pandemic continued, public health orders were modified to reflect new data and guidance on indoor activities was changed. Restaurants and small businesses were able to resume operations indoors. However, it became clear that the temporary Outdoor Dining Program had become a significant benefit to both businesses and patrons.

In April 2022 the Board of Supervisors directed the departments of Public Works, Fire, Public Health, Regional Planning, and County Counsel to initiate an ordinance amending Title 16 to make the temporary changes into a permanent enhanced program. The proposed amendment to Title 16—Highways will continue to support local industries by establishing an enhanced Outdoor Dining Program accompanied by Outdoor Dining Design guidelines for restaurants seeking to expand service into the public right of way (Attachment 1).

Community outreach was conducted utilizing a centralized website, public listening sessions, surveys, and site visits with a wide range of stakeholders including residents, owners of existing restaurants, hospitality industry organizations, and other business groups and community-based organizations to inform them of the ordinance changes. Feedback was received during community outreach efforts and a Community Outreach Report was prepared by the Department of Economic Opportunity to address the public comments received (Attachment 2).

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project to amend Title 16 to institute an enhanced Outdoor Dining Program and permit within the County's existing public right of way is exempt from CEQA. It can be seen with certainty that there is no possibility that the project may have a significant effect on the environment pursuant to State CEQA guidelines Section 15061, subsections (b)(3). The proposed project is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The adoption of an enhanced Outdoor Dining Program in the existing right of way with no ground disturbing activities is exempt under this common-sense exemption as it can be seen with certainty that it will have no significant effect on the environment.

Additionally, the proposed project is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Sections 15301, 15303, 15304, and 15311 of the State CEQA guidelines and Classes 1, 3, 4, and 11 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.



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

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

There will be no negative impact on current County services or projects as a result of approving the amendment to Title 16 of the County Code.

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Land Development Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:AVV:la

Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Department of Regional Planning

Title 16 - HIGHWAYS  
Division 1- HIGHWAY PERMITS  
Chapter 16.27 OUTDOOR DINING

DRAFT

***Chapter 16.27 OUTDOOR DINING***

**16.27.010 Permit—Required.**

Any person desiring to erect, construct, place or maintain an encroachment upon a highway (public sidewalk, a public alley, or a public street) for (Permanent or Temporary) outdoor dining, must first obtain an annual outdoor dining permit from Public Works pursuant to this chapter. Each applicant for an annual outdoor dining permit shall comply with the requirements of this chapter and any other applicable laws. (Ord. 96-0051 § 2 (part), 1996.)

**16.27.15 Definitions.**

- A. Applicant. “Applicant” means a person or entity applying for a permit pursuant to this chapter for outdoor dining upon a highway.
- B. Outdoor Dining. “Outdoor dining” is defined as use of an outside area by a restaurant establishment for the same eating and drinking activities that occur within the establishment. The outdoor dining area may be located upon a highway - on a public sidewalk, in the on-street parking area, and/or in a public alley. .
- C. Owner. “Owner” means the party responsible for the outdoor dining who is authorized to control and maintain the outdoor dining area.
- D. Permittee. “Permittee” means any person or entity granted a permit pursuant to this chapter.
- E. Restaurant. “Restaurant” means a food and alcohol establishment in unincorporated Los Angeles County maintaining all required permits and approvals including but not limited to a County business license, a valid Public Health Permit, and a conditional use permit if applicable.

**16.27.020 Permit—Application.**

The commissioner shall establish an application form for an annual outdoor dining permit, including any application materials deemed necessary to enable complete review of the application.

- A. Application submittal. An application for outdoor dining shall contain all information required by this chapter, including compliance with all applicable design standards and guidelines, and payment of all application fees required pursuant to this Division 1.

Title 16 - HIGHWAYS  
Division 1- HIGHWAY PERMITS  
Chapter 16.27 OUTDOOR DINING

DRAFT

- B. Design Standards and Guidelines. The commissioner may develop and issue design standards and guidelines and permit conditions for outdoor dining implementing the provisions of this chapter. The permit application for outdoor dining shall demonstrate compliance with the design standards and guidelines.  
(Ord. 96-0051 § 2 (part), 1996.)

**16.27.35 Permit – Other required permits/approvals Other applicable approvals/permits. Prior to the issuance of an annual outdoor dining permit the applicant shall obtain all required county, state, federal, and public agency permits and approvals, as applicable.**

- A. Public Works - Land Development Division. Outdoor dining upon a highway will require approval from Land Development Division.  
B. Department of Regional Planning. Outdoor dining upon a highway may require approvals from the Department of Regional Planning for alcohol sales.  
C. Public Health - Public Health approval may be required if there changes to restaurant operation.  
D. Fire Department – Outdoor Dining upon a highway may require approval from the Fire Department.

**16.27.040 Permit—commissioner’s authority to issue and set conditions.**

The commissioner, in acting upon any application for an annual outdoor dining permit, shall either approve, approve with conditions, or deny the issuance of a permit based on the following principles and standards:

- A. That the proposed use of the public sidewalk, public street or public alley is in compliance with all applicable provisions of this chapter including any applicable design standards and guidelines. Permits processed and granted pursuant to this chapter are subject to all provisions of Title 16 – Highways, Division 1 – Highway Permits, including the requirements of this chapter and any permit conditions imposed by the commissioner. The denial of a permit application shall be issued in writing and state the reasons for the denial.  
B. That the proposed use of the public sidewalk, alley, or street is so arranged as to ensure the protection of public health, safety and general welfare, and prevent interference with users of the highway and with holders of other permits; and  
C. That the abutting restaurant properly complies with the provisions and development standards prescribed in Title 22 of this code, or as prescribed by the planning hearing officer, planning commission or planning director.  
(Ord. 96-0051 § 2 (part), 1996.)

Title 16 - HIGHWAYS  
Division 1- HIGHWAY PERMITS  
Chapter 16.27 OUTDOOR DINING

DRAFT

**16.27.050 Permit—Fee.**

Each applicant for an annual outdoor dining permit under this chapter shall pay a nonrefundable permit fee in accordance with Chapter 16.10 . Each holder of such a permit shall be required to submit a new application along with a nonrefundable fee each year to obtain a new annual permit. On July 1st of each year, each fee imposed by this section shall be reviewed by the commissioner and the amount of each fee shall be adjusted as follows: Calculate the percentage of movement between March of the previous year and March of the current year in the CPI for all urban consumers in the Los Angeles-Long Beach-Anaheim areas, as published by the United States Government Bureau of Labor Statistics, adjust each fee by said percentage amount, and round up to the nearest dollar. No adjustment shall increase any fee to an amount more than the amount necessary to recover the reasonable cost of providing the services for which the fee is imposed.

(Ord. 2011-0017 § 14, 2011; Ord. 96-0051 § 2 (part), 1996.)

**16.27.060 Minimum sidewalk clearance.**

A five-foot-wide minimum clear pedestrian pathway shall be maintained as measured from the outdoor dining area to the curb or building and any sidewalk obstruction including but not be limited to, street light poles, trees, benches, sign posts, news racks, and utility poles.

(Ord. 96-0051 § 2 (part), 1996.)

**16.27.070 Limited to restaurants that serve food.**

All permits issued pursuant to this chapter shall be limited to outdoor dining facilities established in conjunction with and adjacent to restaurants that serve food and currently maintain a valid County business license and Public Health Permit.

(Ord. 96-0051 § 2 (part), 1996.)

**16.27.080 Location.**

Outdoor dining on a highway shall not interfere with the use of the highway, impede the flow of vehicular, bicycle, or pedestrian traffic; impair the primary use and purpose of traffic signals, utility poles and cabinets, streetlights or other infrastructure in the highway; interfere with the County's use of County infrastructure; or otherwise obstruct the accessibility of the highway. Outdoor dining and associated equipment in the highway must comply with Americans with Disabilities Act (ADA) requirements.

Title 16 - HIGHWAYS  
Division 1- HIGHWAY PERMITS  
Chapter 16.27 OUTDOOR DINING

DRAFT

The outdoor dining area may be located on a public sidewalk, in the on-street parking area, and/or in a public alley.

- A. Outdoor dining on a public sidewalk shall be located within sidewalk area adjacent to a restaurant.
- B. Outdoor dining in on-street parking area shall be located adjacent to a restaurant within the curb lane on streets where on-street metered, or unmetered parking spaces exist adjacent to the front or side of the restaurant or along an adjacent neighboring on-street metered or unmetered parking spaces with the written permission from the adjacent property/business owner stating the permission is valid for the duration of the permit.
- C. Outdoor dining in a public alley shall only serve the restaurant participating and utilizing the public alley. If the public alley serves other businesses or residents/tenants, written permission must be obtained stating the permission is valid for the duration of the permit.

**16.27.85 Operational Standards**

- A. The owner of the restaurant is responsible for proper operation and maintenance of the outdoor dining area. The dining area shall not be used for storage of dining furnishings and equipment during non-operating hours.
- B. Restaurants are required to maintain all areas in and around the outdoor dining area in a manner which is clean and free of litter and debris.
- C. The outdoor dining hours of operation shall be limited to the hours of operation of the associated restaurant.
- D. The outdoor dining permit must be displayed prominently at the front of the restaurant.

**16.27.090 Indemnification and insurance.**

As a condition of the issuance of an annual outdoor dining permit, the permit holder shall defend, indemnify and hold harmless the county of Los Angeles and shall present, along with each application or renewal application for an annual permit, evidence of liability insurance in a form acceptable to the commissioner.  
(Ord. 96-0051 § 2 (part), 1996.)

**16.27.100 No live entertainment or amplified music.**

No live entertainment or amplified music shall be permitted in any outdoor dining area established pursuant to this chapter.  
(Ord. 96-0051 § 2 (part), 1996.)

**16.27.110 Permit Expiration, Renewal, Revocation, Violations, and impoundment**

- A. Permit Expiration. An annual outdoor dining permit shall expire one year from the date of permit issuance. A permit renewal application must be received by the commissioner a minimum of thirty (30) days before the expiration of the permit, that complies with all the requirements of this chapter and is accompanied by a non-refundable permit renewal application fee.
- B. Revocation. An annual outdoor dining permit may be revoked for failure to comply with the requirements of this chapter and/or Title 16- Highways, Division 1 – Highway Permits, applicable standards, or law. The commissioner may revoke the annual outdoor dining permit before its expiration date, at any time, for any reason, including without limitation, noncompliance, or unsafe conditions. The permittee shall be notified of the permit revocation in writing. Upon notification of revocation, the permittee shall immediately cease the use of the highway for outdoor dining and remove all outdoor structures, furnishings, and equipment from the highway.
- C. Violations. If the commissioner believes that a permittee is in violation of this chapter, the commissioner may issue a notice of violation to the permittee. The notice of violation shall be served on the permittee in writing. The notice shall indicate that the permit is subject to revocation unless, within 30 days of service of the notice of violation, the violation is corrected. If the commissioner determines that a permittee will not be able to continue to meet the requirements of this chapter because of a proposed public highway improvement, the commissioner shall notify the permittee in writing that the permit will be revoked.
- D. Impoundment.
  - i. The commissioner may impound any outdoor dining structures, furnishings, and equipment believed to be in violation of this chapter if the structures, furnishings, and equipment are deemed a hazard to the health, safety, and welfare of the public. Before impounding any structures, furnishings, and equipment, the commissioner shall make reasonable efforts to contact the permittee and provide the permittee reasonable time to correct the violation. If, however, the violation constitutes an immediate threat to the health, safety, and welfare of the public, the commissioner may impound structures, furnishings, and equipment without any advance notice to the permittee.
  - ii. The commissioner may impound any outdoor dining structures, furnishings, and equipment if the permittee fails to cease the use of the highway for outdoor dining upon notification of revocation. The commissioner is not responsible for damages to the structures, furnishings and equipment upon impoundment and may impose an impound fee to the permittee.

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- iii. The commissioner may impound any outdoor dining structures, furnishings, and equipment if the permittee fails to cease the use of the highway for outdoor dining upon notification of the temporary removal of dining furnishings due to county operational use or maintenance of the highway. This includes any utility work by utilities lawfully operating their facilities in the highway.
- iv. Notice of all impoundments shall be served in writing to the permittee within two working days after the impoundment. The notice shall inform the permittee of the right to seek the return of the impounded structures, furnishings, and equipment.
- v. The commissioner may sell or otherwise dispose of the structures, furnishings, and equipment any time after the owner's right to seek the return of the structures, furnishings, and equipment has expired, and deposit the proceeds, if any, in the road fund.

(Ord. 96-0051 § 2 (part), 1996.)

**16.27.130 Return of impounded furnishings and equipment.**

- A. The permittee, or if there is no permittee, a claimant who provides sufficient proof of ownership of impounded structures, furnishings and equipment may, at any time up to and including the thirtieth day after the impounding, obtain a return of the furnishings and equipment, upon paying an impound fee plus the reasonable additional cost, if any, of impounding the furnishings and equipment in excess of \$100.00.
- B. The commissioner may order the furnishings and equipment returned without payment of any impound fee; or if an impound fee has previously been paid, may order return of any such impound fee.

(Ord. 96-0051 § 2 (part), 1996.)

**16.27.160 Violation—Penalty.**

Any person who violates Sections 16.27.010, 16.27.050, 16.27.060 or 16.27.070 of this chapter shall be guilty of a misdemeanor and may be punished by fine not exceeding \$500.00 per day.

(Ord. 96-0051 § 2 (part), 1996.)

**16.27.170 Violation—Other remedies.**

The provisions of this chapter are cumulative to any other remedies authorized by law.  
(Ord. 96-0051 § 2 (part), 1996.)

**16.27.180 Severability.**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 96-0051 § 2 (part), 1996.)



# **Outdoor Dining Guidelines in Public Right-of-Way**

**November 7, 2023**





# LOS ANGELES COUNTY PUBLIC WORKS Design Standards and Guidelines for Outdoor Dining in Public Road Right of Way



## GENERAL GUIDELINES

Public Works will issue annual permits for Outdoor Dining in public road right of way subject to the terms in these guidelines. The applicant must comply with the following conditions for the entire duration during which the permit is valid:

1. Maintain a valid County business license.
2. Maintain a valid County health permit.
3. Maintain a minimum of \$1,000,000, per occurrence limit, for Commercial General Liability, insurance policy naming the County of Los Angeles as an additional insured.
4. Agree to completely indemnify the County from all liability under this permit, or in breach of this permit, arising from any injuries or damages caused by placement, use, or maintenance of outdoor dining furnishings and equipment.

### A. **Fees**

The following fees are based on the 2022-23 fee schedule. Fees are subject to annual increases each fiscal year.

### B. **Public Works Fees**

Outdoor Dining Permit (Annual)	\$538
Outdoor Dining Renewal	\$454
Inspection Fees	\$1,000 (Actual Cost Deposit)
Non-Working Day Inspection Fee	\$589 (up to 4 hours)
Plan Review for Non-Standard Parklet	Actual Cost Deposit

### C. **Public Health Occupancy Fees and Permits**

The addition of customer seats to a restaurant for Permanent Outdoor Dining may impact a restaurant's public health permit fee. Restaurant permit fees are based on two factors: the number of customer seats and the risk category the restaurant is assigned. This information is displayed on the current Public Health Permit. When the addition of seats increases total seating capacity to the next permit category, the public health permit must be updated, and you will be required to pay the difference between the original permit fee and the new permit fee.

The seating capacity categories are:

Restaurant (0-30)
Restaurant (31-60)
Restaurant (61-150)
Restaurant (151 +)

In addition to the number of seats, the amount of the fee increase also depends on the risk category your restaurant is assigned. Risk categories are based on the type of food preparation completed by your restaurant. Low-risk facilities prepare non-potentially hazardous foods or reheat commercially prepared foods; moderate-risk food facilities prepare food for same day service; and high-risk food facilities prepare food for multiple days' use and engage in processes including thawing, cooling, and reheating. To fully understand the impact to your permit fee, both the number of seats and the risk assigned to your facility must be considered.

A list of current Public Health Permit fees can be found on the Environmental Health website at: <http://www.publichealth.lacounty.gov/eh/> under "Get a Permit."

Adding only seating and tables would not require a restaurant owner to seek approval from Public Health. The operator simply needs to contact their inspector to let them know that they have added seating and provide the total number of seats to determine if a new permit is required.

The addition of any outdoor bars, portable bars, beverage dispensing equipment, or storage areas for utensils and food must receive prior approval from Public Health. Restaurant operators should be aware that no food preparation may occur outdoors. Preset plates and glassware must be removed and washed prior to use for food service, and any preset utensils should be wrapped to prevent contamination. All utensils, glassware, and tableware should be stored in an approved location within the restaurant.

If the restaurant is planning to add any additional food or utensil storage, they need to apply for an approval ahead of time through the Plan Check Program. Applications are available at: <http://publichealth.lacounty.gov/eh/about/permit.htm>.

**D. Agency Approvals**

To apply for an Outdoor Dining permit, the applicant must submit an online application to Public Works, through the County's Electronic Permitting and Inspections portal, EPIC-LA. The following agency approvals will be needed:

Public Works	Outdoor Dining Permit through EPIC-LA permit system.
Regional Planning	If restaurant wants to extend an existing Conditional Use Permit for alcohol into Outdoor Dining area.
Public Health	If restaurant is only proposing to add seating and tables, operator can coordinate with their inspector. Public Health approval may be required with other changes to restaurant operation.

**E. Application Process**

Outdoor Dining permits are available for Sidewalk Dining, Parklet Dining, and Intermittent Alley Closures. Applicants may submit an online application to Public Works through the County's Electronic Permitting and Inspections portal, EPIC-LA (<https://epicla.lacounty.gov/SelfService/#/home>).

Applicants shall provide the following during the application process:

1. A copy of the restaurant's valid health permit.
2. Signed acknowledgment agreeing to the Restaurant Requirements described in the appendices.
3. Evidence of Commercial General Liability insurance with a minimum of \$1,000,000, per occurrence limit, naming the County of Los Angeles as an additional insured.

**F. Sidewalk Dining**

1. Description of sidewalk encroachments (including tables, chairs, pedestrian diverter, planters, etc.).

2. Sketch of the proposed outdoor sidewalk dining layout depicting:
  - a) Dimension of building frontage and proposed dining area.
  - b) Width of sidewalk.
  - c) Five-foot, obstruction-free, pedestrian path along the property frontage during and outside business hours.
  - d) Any above-ground infrastructure.
  - e) Furnishings and equipment, including location and configuration when stored outside of business hours if different from service layout.
3. Acknowledgment agreeing to the Restaurant Requirements in Appendix 1.

G. **Parklet Dining**

1. Description of the parklet dining furnishings and equipment (including tables, chairs, ramps, pedestrian diverter, planters, etc.).
2. Dimensioned site plan depicting the location of the proposed outdoor parklet along with all pertinent existing roadway features including, without limitation, the following:
  - a. Sidewalk
  - b. Parking stalls
  - c. Adjacent bicycle lane or vehicular travel lane
  - d. Location of existing utility pull boxes in the sidewalk and street
  - e. Location of catch basins/drains
  - f. Existing stopping/parking restrictions
  - g. Nearby driveways
  - h. Permanent above-ground street fixtures such as utility poles, streetlights, parking meters, electrical boxes, fire hydrants, and newspaper stands.
3. The site plan should also depict the proposed layout of the outdoor parklet dining furnishings and equipment and location of the required Americans with Disabilities (ADA)-compliant, nonslip ramp (if parklet is proposed on the road pavement), or platform (to extend the sidewalk).
4. Design Layout Options provided by the County or alternative plans proposed by the applicant for platforms.

5. If the requested parklet is in front of another business, the applicant must submit written support from that business. Written support may be in the form of a letter or e-mail.
6. Acknowledgment agreeing to the Restaurant Requirements in Appendix 2.

H. **Alley Closure**

1. Description of the alley closure dining furnishings and equipment (including tables, chairs, pedestrian diverter, planters, etc.).
2. Dimensioned site plan depicting the location of the proposed temporary alley closure along with all pertinent existing roadway features including, without limitation, the following:
  - a. Sidewalk
  - b. Parking stalls
  - c. Adjacent bicycle lane or vehicular travel lane
  - d. Location of existing utility pull boxes in the sidewalk and street
  - e. Location of catch basins/drains
  - f. Existing stopping/parking restrictions
  - g. Nearby driveways
  - h. Permanent above-ground street fixtures such as utility poles, streetlights, parking meters, electrical boxes, fire hydrants, and newspaper stands.
3. The site plan should also depict the proposed layout of the intermittent alley closure dining furnishings and equipment with a five-foot pedestrian path into and throughout the alley closure.
4. Letters of Support from adjacent businesses, residents, and/or tenants that also utilize the alley to access their properties. Public Works may require the applicant to provide additional Letters of Support from additional parties. This written support may be in the form of a letter or e-mail.
5. Acknowledgment agreeing to the Sponsor Requirements described in Appendix 3.
6. Acknowledgment agreeing to the Restaurant Requirements in Appendix 3.

I. **Review Process**

Upon receipt of a completed application, Public Works will ensure the applicant provided all required documentation and the location for which the applicant is applying meets eligibility criteria in the appendices.

Outdoor Dining may not negatively impact traffic movement or leave no suitable alternate routes for traffic or pedestrians. Public Works may deny the application if the proposed right-of-way encroachment conflicts with upcoming projects by Public Works or others.

J. **Implementation**

Applicants that submit a complete application will be issued a permit with project conditions that must be followed. A certificate, including permit number and contact information, will be provided for display at the restaurant.

Once a permit is issued, the permittee may proceed with outdoor dining services pursuant to the requirements outlined in the appendices. The applicant is responsible for arranging authorized outdoor dining furnishings and equipment in accordance with the sketch provided at the time of application.

K. **Permit Expiration, Renewal, Revocation, Notification, and Impoundment**

1. **Permit Expiration:** The annual outdoor sidewalk dining permit shall expire a year from the permit issuance date.
2. **Renewal:** If the permittee would like to continue with the outdoor dining activities, a renewal application must be submitted to Public Works. The renewal process should be started 60 days prior to permit expiration.
3. **Revocation:** Public Works reserves the right to revoke the permit before its expiration date, for any reason, including, without limitation, noncompliance, unsafe conditions, or discontinuation of the program.
4. **Notification:** Public Works will notify the permittee of a permit revocation by the preferred method of contact noted on the application. Upon notification of revocation, the permittee shall immediately cease the use of public right of way for outdoor dining purposes and remove all outdoor dining furnishings and equipment from the public right of way.

5. **Impoundment:** If the permittee fails to cease the use of the public right of way upon notification of revocation, as described in Section K.3, Public Works may, in its sole discretion, impound the outdoor sidewalk dining furnishings and equipment pursuant to Los Angeles County Code Section 16.27.110, subsection (D), or Los Angeles County Code Section 16.27.120.

Public Works may impound furnishings and equipment without advance notice to the permittee if they constitute an immediate threat to the health, safety, or welfare of the public. Public Works shall not be held responsible for damages to furnishings and equipment upon impoundment and may impose an impound fee.

L. **Enforcement**

The Outdoor Dining Permit Certificate must be prominently displayed at the restaurant for the public to view. Contact information below will be included on the permit. The responsible County department will investigate if a concern is reported.

- General Program Information and Pedestrian Access:  
Public Works, Land Development Division, at (626) 458-4921
- Food safety:  
Public Health, Environmental Health, Division, at (888) 700-9995
- Noise:  
Public Health, Environmental Health Division (unincorporated areas only), at (213) 738-3220. For additional information, please visit:  
<http://publichealth.lacounty.gov/eh/safety/noise.htm>.

M. **Additional Information**

For additional information regarding Outdoor Dining, please visit:  
<https://pw.lacounty.gov/outdoor-dining>.



## APPENDIX 1. SIDEWALK DINING GUIDELINES

### A. Eligibility Criteria

Applicants will be eligible for an annual outdoor sidewalk dining permit if the applicant owns a restaurant that is:

1. Located in an unincorporated County community.
2. Adjacent to a public sidewalk maintained by Public Works.

### B. Restaurant Requirements

1. Maintain a minimum five-foot-wide clear path on the sidewalk at all times for pedestrian access.
2. Ensure compliance with all the ADA requirements.
3. Ensure that only the following authorized outdoor sidewalk dining furnishings and equipment are placed on the sidewalk:
  - a. Tables with a height of 42 inches or less.
  - b. Chairs and benches with a height of 42 inches or less.
  - c. Umbrellas that have a seven-foot minimum vertical clearance when open shall not overhang the pedestrian access route and be in a stable base to prevent accidental or windblown tipping over.
  - d. Pedestrian divider or planters that maintains at least a four-foot-wide access for ingress/egress.
4. Ensure that the placement of authorized outdoor sidewalk dining furnishings and equipment are not within ten feet of any driveway and do not impede bus stops and loading zones including when stored outside of business hours.
5. Ensure that authorized outdoor sidewalk dining furnishings and equipment on the public sidewalk are arranged along the restaurant frontage only and in such a way to protect the health, safety, and general welfare of the public and do not interfere with other establishments.



6. Ensure that authorized outdoor sidewalk dining furnishings and equipment are not attached to the sidewalk or damage the sidewalk in any way.
7. Ensure that outdoor sidewalk dining hours of operation coincides with the hours of operation of the associated restaurant.
8. Ensure alcoholic beverages are served in the public right of way only if the existing establishment is authorized to sell alcoholic beverages by a valid Conditional Use Permit or is deemed approved pursuant to Los Angeles County Code Section 22.140.030 (Alcoholic Beverage Sales).
9. Ensure consumption of alcoholic beverages must occur in compliance with all the requirements of the underlying approval including hour of operation.
10. Ensure that food preparation is not conducted in the outdoor dining space.
11. Ensure the permit is displayed prominently at the front of the business.
12. Ensure the sidewalk remains free from any food or beverage spillage and trash.

## APPENDIX 2. PARKLET DINING GUIDELINES

### A. Eligibility Criteria

1. Applicants will be eligible for an annual parklet permit if:
  - a. They are the owner of a restaurant that is within an unincorporated County community along a roadway maintained by the County.
  - b. The roadway frontage of the restaurant or a nearby business meets the Parklet Location Eligibility criteria described in Section A.2 below.
  - c. If the requested parklet is in front of another business, the applicant must submit written support from that business. Written support may be in the form of a letter or e-mail.
2. Parklet Location Eligibility. A parklet must be located:
  - a. On streets that have a posted speed limit of 25 miles per hour or lower. Streets with higher posted speed limits may be considered on a case-by-case basis.
  - b. On streets that have no more than two lanes in each direction (left-turn lanes or bike lanes do not count toward the total number of lanes).
  - c. Within on-street parking spaces so that vehicle lanes always remain open. To fit the parklet, it is anticipated that a minimum of two parallel or four diagonal parking spaces will be needed.
  - d. Outside any areas marked or signed as passenger or commercial loading, no stopping anytime, or an accessible parking zone.
  - e. Dining area cannot block or encroach a bicycle lane.
  - f. Buffered by at least ten feet a from red curb, accessible parking space, or loading zone.
  - g. Buffered by at least 20 feet from a crosswalk and the end-of-curb return after an intersection.
  - h. Such that a minimum ten-foot width is maintained in the adjacent driving lane.

- i. Such that the parklet does not prevent vehicles from using nearby driveways.
- j. Such that the parklet is not within 15 feet of a fire hydrant or catch basin or manhole.
- k. Such that the parklet does not block access to public utilities, access holes, panels, valves, building standpipes, and other features.
- l. Such that the parklet does not block the drainage path for low-flow water runoff through the gutter.
- m. Such that routine waste collection and delivery services can be accommodated.
- n. Such that rodents and pests can be cleared as needed.

**B. Restaurant Requirements**

1. Maintain a minimum five-foot-wide clear path on the sidewalk at all times for pedestrian access.
2. Ensure compliance with all current ADA requirements.
  - If the parklet is intended to be on the road pavement, the applicant shall place an ADA-compliant, nonslip ramp from the sidewalk level to the road.
  - As an alternative, the applicant may design and construct a nonslip platform to extend the sidewalk area to the road.
  - Refer to Section F for ramp and platform guidelines. Any elevated surfaces with elevation difference of 30 inches or more must be adequately equipped with appropriate fall protection such as handrails.
  - A permittee may also meet these requirements by applying for a sidewalk dining permit and providing ADA accommodation on the sidewalk so that the same service and experience (outdoor dining) is accessible to those with disabilities without requiring a ramp or platform into the parklet area.
3. Ensure that only dining furnishings and equipment, 42 inches in height or less, are placed within the footprint of the parklet.

4. Ensure that authorized parklet dining furnishings and equipment are arranged in such a way to protect the health, safety, and general welfare of the public and do not interfere with other establishments.
5. Ensure that parklet dining furnishings and equipment are not attached to the pavement, curb, gutter, sidewalk, and do not damage this infrastructure.
6. Applicant must provide ongoing maintenance of the parklet to ensure it is safe for the public to use.
7. Applicant must remove any graffiti in the parklet within 48 hours. Vulgar graffiti (i.e., profane, obscene, or hateful) shall be removed within 24 hours.
8. Ensure that outdoor dining hours of operation coincides with the hours of operation of the associated restaurant.
9. Ensure alcoholic beverages are served in the public right of way only if the existing establishment is authorized to sell alcoholic beverages by a valid Conditional Use Permit or is deemed approved pursuant to Los Angeles County Code Section 22.140.030 (Alcoholic Beverage Sales).
10. Ensure consumption of alcoholic beverages must occur in compliance with all the requirements of the underlying approval including hours of operation.
11. Ensure that food preparation is not conducted within the parklet.
12. Ensure the provided permit is displayed prominently on the parklet.
13. Ensure the parklet remains free from any food or beverage spillage or trash.
14. Ensure compliance with Section E (Traffic Safety Barrier) of this appendix.
15. Ensure compliance with Section F (ADA Ramps and Platforms) of this appendix, if applicable.

C. **Design and Review**

Design Layout Options for parklets will be available for download at the Outdoor Dining website: <https://pw.lacounty.gov/outdoor-dining>. Detailed plan review will not be required for applications that utilize approved layout options. For applicants that design their own structures for parklets, the applicant must meet criteria outlined in this section.

1. The applicant must provide a site plan that calls for the installation of traffic safety barriers on the approach of the path of travel. Water barriers, heavy planters, and other Caltrans-recognized traffic safety barriers may be considered as noted in Section F below. The applicant is responsible for installing traffic barriers in accordance with the approved plans.
2. The applicant must construct an ADA-compliant, nonslip ramp if parklet is proposed on the road pavement or platform to extend the sidewalk.
3. Upon receipt of a completed application and deposit, Public Works will ensure that the applicant provided all required documentation and will review the site plan showing the proposed location for the parklet to ensure it meets eligibility criteria and all requirements in these guidelines.

**D. Construction and Inspection**

1. Upon plan approval, the County will issue an Outdoor Dining Permit to begin construction. This will include installation of the traffic safety barriers and an ADA-compliant, nonslip ramp if the parklet is proposed on road pavement or a platform to extend the sidewalk.
2. Construction of proposed ramps or platforms shall not begin until the traffic safety barriers have been installed. Once installed, the applicant shall schedule with Public Works an inspection of the traffic safety barriers.
3. Once the applicant installs the traffic safety barrier (per an approved plan), has it inspected by Public Works, and constructs the temporary ramp or platform between the traffic safety barriers and the curb, the applicant may occupy the space pursuant to the Applicant Requirements described in Section B.
4. The applicant is responsible for arranging the parklet dining furnishings and equipment pursuant to the site plan provided at the time of application. Should an alternate layout be necessary or desired, the applicant shall provide a new site plan to Public Works.

**E. Traffic Safety Barriers**

Parklets shall be designed to protect the occupants from an errant vehicle.

1. The permittee shall utilize one of the following traffic safety barriers:
  - a. Concrete Jersey barrier (or K-rail) accompanied by crash cushions (along travel path only).
  - b. Water-filled Jersey barrier.

- c. Minimum two fiberglass, 800-pound (minimum) planters on the approach of the parklet.
  - d. Other Caltrans-recognized traffic safety barriers may be considered.
- 2. Retroreflective material shall be used on the approach and along the barriers.

F. **ADA Ramps and Platforms**

Parklets must be accessible as required by ADA. A permittee may also meet these requirements by applying for a temporary sidewalk dining permit, so that the same service and experience (outdoor dining) is provided on the sidewalk without requiring a ramp or platform into the parklet area. If a ramp or platform is needed, the permittee shall be responsible for all aspects of the installation.

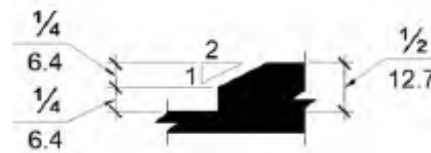
The following guidance is provided for designing and constructing platforms:

- a. Platform decking should not exceed the curb height.
- b. Ramps and platform surfaces shall be structurally sound, constructed of wood or composite material, and nonslip. The applicant shall inspect the condition of the platform to ensure the safety of the public is maintained.
- c. Where outdoor seating is provided on a platform, it should not be on a slope greater than two percent.
- d. Parklet platform must be flush with the curb and may not have more than a 1/2-inch gap from the curb.
- e. If a platform is installed, a vertical feature such as traffic safety barriers, described in Section E, or a railing shall enclose the perimeter of the parklet. A vertical feature is not required on the side of parklet adjacent to the curb.
- f. Platforms with perimeter railings: The perimeter railings shall be continuous side and end railing, 36-42 inches high, with any openings no larger than four inches wide. If cable is used, such rail should have a solid rail at the top and bottom, which shall be at least five inches.
- g. Where the platform surface exceeds four inches in a vertical dimension above the adjacent surfaces (or road surface), there shall be warning curbs at least six inches in height above the platform deck. Railings or planter boxes can be used as warning curbs.

- h. The maximum vertical difference between the curb and the parklet decking should not exceed 1/4-inch. However, greater changes in vertical distance from 1/4-inch to 1/2-inch high can be accommodated by a constructing beveled edge with a slope not steeper than 2:1.



**FIGURE 11B-303.2**  
**VERTICAL CHANGE IN LEVEL**



**FIGURE 11B-303.3**  
**BEVELED CHANGE IN LEVEL**

### APPENDIX 3. INTERMITTENT ALLEY CLOSURE GUIDELINES

#### A. Eligibility Criteria

1. Sponsor Eligibility. The following organizations may be best suited to accept the responsibilities of an intermittent alley closure:
  - Business Improvement District (BID)
  - Community Benefit District (CBD)
  - Chambers of Commerce
  - Nonprofit and community-based organizations
  - Individual restaurant owners
  - Other sponsors will be considered on a case-by-case basis
2. Location Eligibility. Alleys proposed for intermittent closure must:
  - i. Be located in an unincorporated County community.
  - ii. Be a public alley maintained by Public Works.
  - iii. Only serve the restaurants participating and utilizing the alley closure.

If the requested closure is for an alley that serves other businesses or residents, the applicant must submit written support from the affected parties. Written support may be in the form of a letter or e-mail.

#### B. Restaurant Requirements

1. Ensure only authorized dining furnishings and equipment are within the public right of way. The following furnishings and equipment are authorized:
  - i. Tables
  - ii. Chairs
  - iii. Benches
  - iv. Potted plants
  - v. Trash receptacles
  - vi. Umbrellas, canopies, or pop-up tents
  - vii. Other items will be considered on a case-by-case basis
2. Locate all authorized furnishings and equipment at least five feet from all above-ground infrastructure including streetlight poles, utility poles, trees, signposts, news racks, and any other fixed infrastructure.



3. Ensure compliance with all applicable ADA requirements.
4. Maintain a minimum five-foot-wide clear path along the sidewalk at all times for pedestrian access. Traffic safety barriers shall be placed to allow pedestrian access along the fronting roadway across the alley intersection.
5. Maintain a five-foot, obstruction-free pedestrian path at all times into and through the alley closure.
6. Ensure compliance with Section E (Traffic Safety Barriers) of these guidelines.
7. Ensure that authorized alley closure dining furnishings and equipment are not attached to the pavement, curb, gutter, or sidewalk and do not damage infrastructure.
8. Arrange authorized furnishings and equipment in the closure to protect the health, safety, and general welfare of the public and not interfere with other establishments. Permittee shall place furnishings consistent with the current health officer orders.
9. Ensure that dining within the temporary alley closure only occurs between the hours of 6 a.m. and 11 p.m.
10. Ensure alcoholic beverages are served in the public right of way only if the existing establishment is authorized to sell alcoholic beverages by a valid Conditional Use Permit or is deemed approved pursuant to Los Angeles County Code Section 22.140.030 (Alcoholic Beverage Sales).
11. Consumption of alcoholic beverages must occur in compliance with all the requirements of the underlying approval including hours of operation.
12. Ensure that food preparation is not conducted in the intermittent alley closure.
13. Ensure trash bins and services are provided throughout the alley closure.
14. Ensure the intermittent alley closure remains free from any food or beverage spillage or trash.
15. Ensure that alternative accommodations are made for trash removal, if the alley is used by waste haulers as a means of picking up trash for any of the businesses or residents that abut the alley.

16. Ensure the provided permit certificate is displayed prominently within the alley closure.

C. **Design and Review**

A dimensioned site plan depicting the location of the proposed temporary alley closure, along with all pertinent existing roadway features, must be submitted for review. A detour plan showing signage and alternate path of travel must also be included. The applicant must meet all criteria in these guidelines including:

1. The applicant must submit a site plan that calls for the installation of traffic safety barriers on the approach of the path of travel. Water barriers, heavy planters, and other Caltrans-recognized traffic safety barriers may be considered as noted in Section F. The applicant is responsible for installing traffic barriers in accordance with the approved plans.
2. Upon receipt of a completed application and deposit, Public Works will ensure that the applicant provided all required documentation and will review the site plan showing the proposed location for the parklet to ensure it meets eligibility criteria and all requirements in these guidelines.

D. **Installation and Inspection**

1. Upon plan approval, the County will issue an Outdoor Dining Permit to begin implementing the traffic controls. Once installed, the applicant shall schedule an inspection of the traffic controls with Public Works.
2. Once the applicant installs the traffic controls, per approved plan, and has it inspected by Public Works, the applicant may occupy the space pursuant to the Restaurant Requirements described in Section B.
3. The applicant is responsible for arranging alley dining furnishings and equipment pursuant to the site plan provided at the time of application. Should an alternate layout be necessary or desired, the applicant shall provide a new site plan to Public Works.

E. **Traffic Safety Barriers**

Intermittent alley closures shall be designed to protect the occupants from an errant vehicle.

- a. The permittee shall utilize one of the following traffic safety barriers:
  - i. Water-filled Jersey barrier.
  - ii. Minimum two fiberglass, 800-pound (minimum) planters on the approach of the parklet.

- iii. Other Caltrans-recognized traffic safety barriers may be considered.
  - iv. Retroreflective material shall be used on the approach and along the barriers.
- b. Retroreflective material shall be used on the upstream end and along the barriers.

F. Intermittent Road Closures

Community groups, residents, and other stakeholders may also work with Public Works to obtain a permit for intermittent street closures in unincorporated County in accordance with Los Angeles County Code, Title 16. Depending on the street's characteristics and usage, these closures may take different forms and vary in cost and scale. Due to the complexity involved, restaurant operators inquiring about the feasibility of closing a street for dining operations are recommended to contact Public Works at (626) 458-3129 for more information.

**BOARD OF BOARD OF  
SUPERVISORS**

**Hilda L. Solis**

**Holly J. Mitchell**

**Lindsey P. Horvath**

**Janice Hahn**

**Kathryn Barger**

**EXECUTIVE LEADERSHIP**

**Kelly LoBianco**  
*Director*

**Jessica Kim**  
*Chief Deputy*

**Bill Evans**  
*Administrative Deputy*

**Daniel Kelleher**  
*Assistant Director, Economic  
Development*

**Kristina Meza**  
*Assistant Director, Workforce  
Development*

**GET IN TOUCH**

510 S. Vermont Avenue  
Los Angeles, CA 90020  
opportunity.lacounty.gov  
deo@opportunity.lacounty.gov  
844-777-2059

**America's Job Centers:**  
(888) 226-6300  
**Office of Small Business:**  
(800) 432-4900



**OUTDOOR DINING COMMUNITY ENGAGEMENT REPORT**

The Department of Economic Opportunity (DEO) supported community outreach and engagement for the County's permanent Outdoor Dining Program. In collaboration with the Departments of Regional Planning (DRP) and Public Works (DPW), the Department of Public Health (DPH) and DEO hosted four public and stakeholder listening sessions that presented proposed changes to the permanent Outdoor Dining ordinance as developed by DPW and DRP, shared statistics on the emergency process established during the Safer at Home Orders and solicited feedback with two digital surveys to best identify areas of concern from stakeholders.

DEO advertised the listening sessions and sent surveys to over 9,000 food industry businesses through the Office of Small Business list of clients and the list of applicants of the Keep LA County Dining grant program available through CARES funding during the pandemic. DEO also marketed the sessions through our countywide communications division which has approximately 100,000+ subscribers.

The surveys and listening sessions were also promoted through collaboration with the five Board Offices and information was hosted on the Public Works Outdoor Dining webpage, which was initially developed to host the Temporary Outdoor Dining orders. This page was chosen as the best host for new and changing information on the Outdoor Dining Program as it was previously a centralized source for information on outdoor dining permits and requirements.

Even with promotion through multiple channels, attendance was low at the virtual listening sessions, with no more than 20 individuals recorded in the most well attended session. However, the results of the surveys were consistent with similar outcomes observed in the outdoor dining programs of other jurisdictions. The most notable being the City of Los Angeles' Al Fresco Dining report.

The County surveyed community stakeholders consisting of residents, other brick and mortar businesses and community-based organizations, as well as restaurants to capture anticipated impacts and concerns for a Permanent Outdoor Dining Program. The surveys were kept brief to encourage participation. DEO reviewed the results of the questions that were most directly intended to capture the customer and community impacts of an Outdoor Dining program. Other questions were only for information gathering and used to identify what type of stakeholder, including resident, restaurants, or other retail brick and mortar business types, participated in the survey.

## **SURVEY FINDINGS – Restaurants and other Food & Drink Establishments**

### ***Are you aware the County has a current Temporary Outdoor Dining Program in place?***

Restaurants and other food & drink establishments were aware of the Temporary Outdoor Dining program. Respondents were directed to the DPW hosted Outdoor Dining website for additional information on the development of the Permanent Outdoor Dining Program.

### ***Did you expand to outdoor dining business during COVID-19 orders, following social distancing rules? If yes, did this program help your business stay open during the pandemic? If yes, are you still using this space for outdoor dining?***

Most survey participants reported expanding to outdoor dining during the COVID-19 Safer at Home Orders to follow social distancing requirements. All reported that the expansion to outdoor dining allowed their business to remain open during the pandemic. Many continued to use the outdoor dining space after the expiration of the Order, indicating a need for the establishment of a Permanent Outdoor Dining Program. Other identified challenges included costly upkeep to maintain outdoor dining services and lack of interest and/or awareness of the program.

Businesses that did participate in the Temporary Outdoor Dining Program expressed the following concerns:

- Costly Fees
- Difficult program requirements
- Simplified Design Requirements

### ***If no, what were the primary reason you did not expand to outdoor dining?***

For those that did not participate in the Temporary Outdoor Dining Program, we asked what factors contributed the decision for the business not to expand to outdoor dining. The question allowed participants to select all factors that were applicable. The three primary areas that impacted a business' ability to expand to outdoor dining included the following:

1. Fees were too costly.
2. Unable to afford construction costs.
3. Confusing or difficult permitting requirements

Most respondents identified fees as a primary concern when considering if their business would continue participation in an Outdoor Dining program. Other factors that were not as significant but were recorded included caps on seat capacity, issues with landlords allowing outdoor dining expansion, and workforce support, and external factors such as difficulties operating in high-density areas.

### ***What are the primary concerns with participation in a Permanent Outdoor Dining Program?***

Respondents were most concerned with the fees, program requirements, and design requirements when considering participating in the Outdoor Dining Program. These are consistent with the factors captured on the previous question regarding what hindered participation in the County's Temporary Outdoor Dining Program.

***What impacts do you think outdoor dining spaces will have on the business corridor or neighborhood?***

Most respondents indicated that an Outdoor Dining program will increase the likelihood of local shopping and dining in their corridor. Based on comments during live sessions and survey responses, the program is viewed as an opportunity to enhance neighborhood culture and experience.

Additionally, restaurants identified opportunities to increase employment with increased workforce needs and revenue retention by offering a varied dining experience.

Finally, restaurants reported that they believe an Outdoor Dining program can present an opportunity for restaurants to beautify the area and create a cohesive presence in shop local and dine local experiences.

***Which statements are applicable to your business corridor?***

We asked restaurants to best describe the attributes of their business corridor to determine if respondents have ample parking, are mixed retail and food spaces, and other identifiers. Based on the responses collected, the majority reported public parking is available in their business corridor, the corridor is a mix of both retail and dining businesses, and their corridor hosts multiple shopping/dining centers. This was essential information in determining the attributes that are common amongst those considering or already participating in Outdoor Dining programs.

Outdoor Dining program participation will be more likely in corridors where public parking is readily available and where there is a mix of retail spaces with multiple shopping and dining centers.

**Impacts to Permanent Outdoor Dining Program Ordinance**

The issues that impact a business's ability to expand to outdoor dining have been addressed in the proposed code changes and accompanying Design Standards and Guidelines for Outdoor Dining in Public Right-of-Way.

1. Fees – All of the associated fees from each department involved Outdoor Dining permitting have been included in the Design Standards and Guidelines. Agency costs have been minimized and approval processes have been streamlined. For example, a restaurant seeking to add tables and chairs to the sidewalk, without triggering a change in the Public Health seating capacity category, would be required to pay a fee of \$538 for the initial permit in fiscal year 2022-23.
2. Unable to Afford Construction Costs – There are several options of Outdoor Dining expansion that are allowed, which require varied construction costs. This includes sidewalk dining, parklets, and intermittent alley closures. For the costliest alternative of parklets, where restaurants can expand service into parking spaces, Public Works has prepared pre-approved Design Layout Options which pre-empt the need for restaurants to hire architects and engineers for restaurant expansion. Guidelines have been designed to be “business friendly” and minimize a restaurant's construction costs.
3. Confusing or difficult permitting requirements – Public Works, Public Health, and Fire worked together to prepare a single document that outlines all permit requirements needed for Outdoor Dining in public right-of-way. The inter-departmental guidelines provide transparency and clarity on exactly what agency approvals are needed. Additionally, each department has provided points of contact for businesses if additional clarity is needed on any of the permitting requirements.

The inter-departmental working group was also open to helping facilitate the development of restaurant corridors. If multiple adjacent restaurants want to pursue development of a restaurant corridor, Public Works is open to discussions about traffic barriers that can be established for a consistent appearance along a potential restaurant corridor.

#### **SURVEY FINDINGS – Residents, Retail Brick and Mortar Businesses, and Street Vendors**

Of the respondents to the survey recorded: 2 identified as other business brick and mortar, 3 were community-based organizations, and 25 were residents.

***What are your primary concerns when implementing a permanent Outdoor Dining Program. Note ADA compliance requirements will remain and will not be impacted by this ordinance.***

Responses indicate areas of most concern are reduced walking space for the public and traffic safety concerns around outdoor dining structures.

Additional concerns identified reduced parking available for patrons and reduced sales for local businesses. Based on the survey results, the negative potential impact to existing businesses is that reductions in parking will reduce local shopping sales, community respondents highlighted these concerns that should be addressed as the County develops the Outdoor Dining Program.

***What impacts do you think outdoor dining spaces will have on the business corridor or neighborhood?***

A majority of respondents indicate that outdoor dining will improve the likeliness for local shopping and dining in the corridor and ordinance may allow for unified beautification to outdoor dining experiences in the corridor. Fewer believe it will lead to an increase of employment retention.

Overall, the community is supportive of an Outdoor Dining program that will create more cohesive requirements for outdoor structures and believe this to have a positive impact on the beautification of their neighborhoods and increase employee retention.

***Which statement best describes your purchasing habits? (Select the option that best describes shopping and eating habits)***

Of the 30 responses collected 12 identified that they online shop and food order, but also patron local dining and retail establishments. Only 7 responded that when they shop or dine out, they drive to their destination as well as shop online. Finally, 6 or fewer indicate that they shop or dine locally or drive to destinations to shop or dine out.

Based on these responses most consumers in the area though shop online or order food delivered, many continue to shop and dine in their area. Residents continue to seek out positive in-person dining and retail experiences, it is essential that the ordinance address the concerns for constituents to prioritize preservation of parking and encourage neighborhood beautification as part of their in-person experiences.

***When it comes to Public Safety what are your primary concerns that may be impacted by a Permanent Outdoor Dining Program?***

An important aspect of the development of the Permanent Outdoor Dining Program includes the consideration of impacts to public safety. When surveyed, the community reported the top public safety concern was congestion and traffic increases due to limited space in narrow corridors. A significant percentage of respondents identified the decrease in safe walking space for public right of way as a safety concern.

***Public Comments:***

Many of the comments support outdoor dining as a mechanism to continue the economic stability of our corridors and its offer of alternatives to those that prefer outdoor dining experiences since the onset of the pandemic. However, despite the positive impacts of outdoor dining, there remain concerns that these developments should be monitored with additional consideration for corridors which are close or narrow where a one-size fits all approach may not be best suited.

**Impact to Permanent Outdoor Dining Program Ordinance**

The ordinance changes and accompanying guidelines were developed to ensure the rules about ADA path of travel are clear and Public Safety is a top priority. The guidelines also provide direction on industry standard Traffic Safety Measures that are required for different types of outdoor dining.

Parking spaces that a restaurant can occupy for Outdoor Dining are limited to spaces that are immediately adjacent to their business. No red curbs, accessible parking spaces, no stopping or any other parking restricted areas are allowed for this use. If a restaurant wants to utilize a parking space that is adjacent to a different business for outdoor dining, they need to obtain permission from that business owner and provide written proof of support.

**Continued Support to Outdoor Dining**

DEO will continue the outreach and engagement to facilitate education on the new adopted permanent Outdoor Dining Program. In coordination with the Outdoor Dining workgroup DEO will support future education around the permitting process for businesses interested in expanding to outdoor dining on both public and private spaces. The next steps will include facilitating awareness sessions that inform businesses of the changes in process and procedures as well as provide access to business support services available through the Office of Small Business.



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023		
<b>BOARD MEETING DATE</b>	11/7/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Award of services contract for on-call parking meter coin collection and maintenance services in the unincorporated areas of Belvedere, Walnut Park, and Montrose.		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract was extended for a period not to exceed 180 days and has a current potential expiration date of December 27, 2023; however, it will expire upon award and execution of this contract.		
<b>COST &amp; FUNDING</b>	Total cost:	\$446,654	Funding source:
			Off-Street Meter and Preferential Parking Districts Fund (CM9 - Services and Supplies) Fiscal Year 2023-24 Budget.
	TERMS (if applicable):		
	This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award a services contract to Parking Concepts, Inc., for on-call parking meter coin collection and maintenance services in the unincorporated areas of Belvedere, Walnut Park, and Montrose in the First, Fourth, and Fifth Supervisorial Districts.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended action will award a services contract to Parking Concepts, Inc., to provide parking meter coin collection and maintenance services in the unincorporated areas of Belvedere, Walnut Park, and Montrose in the First, Fourth, and Fifth Supervisorial Districts. The work to be performed will consist of maintaining parking meters, collecting coins from meters, depositing coins to a designated County bank, repairing meters, ordering new meters and parts, and removing and installing meters. The services are necessary to ensure the parking meters are functioning properly and coins are collected in a timely manner. The services foster business in the communities of Belvedere, Walnut Park, and Montrose by encouraging a flow of customers and providing visitors with convenient access to local merchants.		

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:  On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with Department of Economic Opportunity and advertise in regional and small newspapers in each Supervisorial Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:  These recommendations support Board Priority No. 7, Sustainability, to provide a comprehensive and coordinated approach to sustainability issues with the County Sustainability Plan as the foundation. This Priority will focus on working towards the vision of making the County healthier, more livable, economically stronger, more equitable, and more resilient. This services contract will help improve infrastructure of the roadway by maintaining a fully functional parking environment that is readily accessible by local communities.
<b>DEPARTMENTAL CONTACTS</b>	Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

November 7, 2023

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

Dear Supervisors:

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ON-CALL PARKING METER COIN COLLECTION AND  
MAINTENANCE SERVICES IN THE UNINCORPORATED AREAS  
OF BELVEDERE, WALNUT PARK, AND MONTROSE  
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to Parking Concepts, Inc., for on-call parking meter coin collection and maintenance services in the unincorporated County areas of Belvedere, Walnut Park, and Montrose in the First, Fourth, and Fifth Supervisorial Districts.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated and in this Board letter and in the record of the project.
2. Award the services contract to Parking Concepts, Inc., for on-call parking meter coin collection services. This contract will be for a term of 1 year with three 1-year renewal options and a month-to-month extension up to

6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$446,654.

3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Parking Concepts Inc., has successfully performed during the previous contract period, and these services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

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

Approval of the recommended action will award a services contract to Parking Concepts, Inc., to provide on-call and intermittent parking meter coin collection and maintenance services within the unincorporated areas of Belvedere, Walnut Park, and Montrose. The services are necessary to ensure the parking meters are functioning properly and coins are collected in a timely manner. The services foster business in the communities of Belvedere, Walnut Park, and Montrose by encouraging a flow of customers and providing visitors with convenient access to local merchants.

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

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Objective II.1.1, Support 21st Century Innovative and Socially Responsible Industries in Los Angeles County; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by contracting with the contractor that has the specialized expertise to provide these services in an accurate, efficient, timely, and responsive manner.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual cost for the contract work is \$90,233 plus 10 percent of the annual contract sum for additional work within the scope of the contract and cost-of-living adjustments in accordance with the contract. The contract's initial term is for 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with an estimated maximum potential contract sum of \$446,654. This amount is based on the annual unit prices and hourly rates quoted by the contractor and our estimated annual utilization of the contractor's services. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding.

Funding for these services is included in the Off-Street Meter and Preferential Parking Districts Fund (CM9 - Services and Supplies) Fiscal Year 2023-24 Budget. When the need arises for services under this contract, financing the required services will be from the appropriate fund source. Total annual expenditures for these services, however, will not exceed the contract amount approved by the Board. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

The recommended contractor, Parking Concepts, Inc., is located in Irvine, California. This contract will commence upon the Board's approval or execution by both parties, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

The work to be performed will consist of coin collection from parking meters in each district at a minimum of twice a month, utilizing a secure vehicle, counting, wrapping, and depositing coins in a County-approved facility; and performing on-call and scheduled maintenance to damaged and malfunctioning meters.

The current contract was extended for a period not to exceed 180 days and has a current potential expiration date of December 27, 2023; however, it will expire upon award and execution of this contract. These services require the use of an armored vehicle service for transferring and depositing the collected coins to a County-approved facility.

County Counsel will review the contract as to form (Enclosure A) prior to approval. The recommended contract with Parking Concepts, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, sex, or color.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract. In addition, the contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

The contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

#### **ENVIRONMENTAL DOCUMENTATION**

These services are exempt from the provisions of the California Environmental Quality Act. The services contract to provide parking meter coin collection and maintenance services is within the class of projects that have been determined not to have a significant effect on the environment and meet the criteria set forth in Section 15301 of the California Environmental Quality Act Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, based on the proposed project records, the contracted work will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, and damage to scenic highways, listing on the hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

### **CONTRACTING PROCESS**

On March 6, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and Twitter. In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Watts Times*, *The Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1,388 Local Small Business Enterprises, 150 Disabled Veteran Business Enterprises, 148 Social Enterprises, 843 Community Business Enterprises, and 32 independent contractors about this business opportunity.

On April 5, 2023, one proposal was received and evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, Parking Concepts, Inc., located in Irvine, California. Public Works determined the contractor's price to be reasonable for the work requested. Public Works notified the applicable union on this solicitation.

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

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

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:SK:ep

Enclosures

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



AGREEMENT FOR  
PARKING METER COIN COLLECTION AND MAINTENANCE SERVICES  
(BRC0000399)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Parking Concepts, Inc. , a California Corporation, located at 12 Mauchly, Suite I, Irvine, California 92618 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 5, 2023, hereby agrees to provide services as described in this Contract for Parking Meter Coin Collection and Maintenance Services (BRC0000399).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G1, Belvedere District Parking Meters; Exhibit G2, Walnut District Parking Meters; Exhibit G3, Montrose District Parking Meters; Exhibit H, Daily Log; and Exhibit I, Key Log; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$90,232.30 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term will be for a period of 1 year commencing upon the Board's approval and execution of this AGREEMENT by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which

case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

SEVENTH: In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

NINTH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any Cost-of-Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive

Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the CONTRACTOR.

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

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

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

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

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

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

PARKING CONCEPTS, INC.

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

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

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

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

**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
PARKING METER COIN COLLECTION AND MAINTENANCE SERVICES**

**SELECTED FIRMS**

<b>Proposer Name (Prime with subcontractors* listed below)*only subcontractors with Utilization Participation are listed.</b>	<b>Local Small Business Enterprise (LSBE)</b>	<b>Small Business Enterprise (SBE)</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran Business Enterprise</b>	<b>Social Enterprise</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business</b>
Parking Concepts, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**NON-SELECTED FIRMS**

<b>Proposer Name (Prime with subcontractors* listed below)*only subcontractors with Utilization Participation are listed.</b>	<b>Local Small Business Enterprise (LSBE)</b>	<b>Small Business Enterprise (SBE)</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran Business Enterprise</b>	<b>Social Enterprise</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise</b>
None	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposer in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
PARKING METER COIN COLLECTION AND MAINTENANCE SERVICES**

<b>FIRM INFORMATION*</b>		<b>PARKING CONCEPTS, INC.</b>
<b>BUSINESS STRUCTURE</b>		Corporation
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER/% OF OWNERSHIP</b>
<b>OWNERS/PARTNERS</b>	Black/African American	0
	Hispanic/Latino	0
	Asian or Pacific Islander	0
	Native American	0
	Subcontinent Asian	0
	White	1/ 100%
	<b>TOTAL</b>	<b>1/ 100%</b>
	<i>Female (included above)</i>	0
<b>COUNTY CERTIFICATION</b>		
CBE	N/A	
LSBE	N/A	
<b>OTHER CERTIFYING AGENCY</b>		N/A

\*Information provided by proposer in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



Home (/LACoBids/)

Solicitation Detail

Solicitation Number:	BRC0000399		
Title:	Parking Meter Coin Collection and Maintenance Services		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$100,000.00
Commodity:	MANAGEMENT SERVICES - PARKING		

**Description:**

PLEASE TAKE NOTICE that Public Works requests proposals for the Parking Meter Coin Collection and Maintenance Services (BRC0000399) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of this service is estimated to be \$100,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Victoria Frausto at (626) 300-2652 or [vfrausto@pw.lacounty.gov](mailto:vfrausto@pw.lacounty.gov) or Ms. Jessica Dunn at (626) 458-4169 or [jdunn@pw.lacounty.gov](mailto:jdunn@pw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://pw.lacounty.gov/brcd/servicecontracts>.

"Do Business with Public Works" Website Registration

All interested proposers for this RFP are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited to:

1. Proposer or its managing employee(s) must have a minimum of 5 year experience in maintaining, repairing parking meters and/or vending machines or devices that require coin deposit or regular electronic maintenance; programming; and performing coin collection and maintenance services at multiple locations. This minimum requirement must be met by the proposing entity. Subcontractors will not be allowed to fulfill this Minimum Mandatory Requirement.

The use of subcontractors is prohibited for this service, except for armored cars, as described in Task 1 of Part II, Exhibit A, Scope of Work.

2. Proposer and/or its subcontractor, including their armored car drivers must have a



minimum of 3 year experience in transporting money or valuables in an armored car.

3. Proposer and/or its subcontractor must submit copies of valid and active armored car licenses issued by the State of California. These licenses must stay valid and active during the term of this contract.

4. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 15, Prevailing Wages, of the RFP, Part II, Exhibit B. Please note that the services requested in this Contract may include both prevailing wage and nonprevailing wage work. Proposers are required to pay prevailing wages as applicable to the contract work. Proposer performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

There will be no proposers conference for this solicitation. The deadline to submit written questions for a response is Wednesday, March 15, 2023, by or before 5:30 p.m. Please direct your questions to Ms. Victoria Frausto at [vfrausto@pw.lacounty.gov](mailto:vfrausto@pw.lacounty.gov) or Ms. Jessica Dunn at [jdunn@pw.lacounty.gov](mailto:jdunn@pw.lacounty.gov). The deadline for proposal submission is Wednesday, March 29, at 5:30 p.m.

#### IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.

#### PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

##### Electronic Submission of Proposals

In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, prior to the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date. An Infotech/BidExpress Set-up Guide is included as Attachment 6 for reference. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the registration and file size limitations before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, compact disc, or any other materials to the County via mail.

Proposals received after the closing date and time specified in this Notice of Request for Proposals will be rejected by Public Works as nonresponsive.

Less



INTERNAL SERVICES  
DEPARTMENT  
COUNTY OF LOS ANGELES

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# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023	
<b>BOARD MEETING DATE</b>	11/7/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Services Contract Environmental Services Core Service Area Sole Source Amendments to Six Service Contracts for Exclusive Residential Waste Collection Franchise Contracts for Various Unincorporated Areas	
<b>PROGRAM</b>	Residential Franchise Contracts for Trash Collection and Recycling Services	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: A sole source extension is necessary to complete more extensive community engagement, while ensuring each hauler is able to continue providing services in their current service area for one additional year.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The term of the six Residential Trash Collection Franchise Contracts will be expiring as early as March 31, 2024. The proposed sole source extension is needed to allow continued and uninterrupted service to the affected communities.	
<b>COST &amp; FUNDING</b>	Total Cost: Following is the total maximum contract cost for Task 2 services: \$1,806,789 for Bassett/Valinda/South San Jose Hills \$602,263 for Citrus/Charter Oak/Ramona \$173,452 for La Crescenta/Montrose \$602,263 for Rowland Heights \$240,905 for South San Gabriel \$481,810 for West Whittier	Funding source: Residential Franchise Fees collected from the trash haulers are 10 percent of their monthly gross receipts and will generate approximately \$1,751,000 of revenue in Fiscal Year 2024-25.
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	The purpose of this request is to allow Public Works time to complete the solicitation process to award new contracts. In addition, this proposed extension will allow Public Works time to conduct robust community outreach to ensure services meet the needs of communities as well as facilitate a seamless transition in services.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	These contracts have an initial term of 7 years, with three 1-year renewal options. As such, these contracts are set to expire as early as March 31, 2024. Community meetings have been conducted to inform residents, and the Board has been notified in writing of the proposal to extend the term of these contracts and no issues were raised.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The contracts for trash collection and recycling services provide extensive services to all County unincorporated communities, including disadvantaged communities.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability, by supporting illegal dumping removal and Senate Bill 1383 organic waste collection services requirements.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Coby Skye, Deputy Director, (626) 458-4016, cell (562) 212-9500, <a href="mailto:cskye@pw.lacounty.gov">cskye@pw.lacounty.gov</a>	

ET:yt

P:\SEC\YT\BL\SOLE SOURCE AMENDMENTS CLUSTER FACT SHEET



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

November 7, 2023

IN REPLY PLEASE  
REFER TO FILE:

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

Dear Supervisors:

**SERVICES CONTRACT  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
SOLE SOURCE AMENDMENTS TO SIX SERVICE CONTRACTS  
FOR EXCLUSIVE RESIDENTIAL WASTE COLLECTION FRANCHISE  
CONTRACTS FOR VARIOUS UNINCORPORATED AREAS  
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval for a sole source amendment to extend the term of the following six exclusive residential waste collection franchise contracts for various unincorporated areas: Bassett/Valinda/South San Jose Hills contract with Valley Vista Services, Inc.; Citrus/Charter Oak/Ramona, South San Gabriel, and West Whittier contracts with Universal Waste Systems, Inc.; La Crescenta/Montrose contract with Burrtec Waste Industries; and Rowland Heights contract with Arakelian Enterprises dba Athens Services, on a month-to-month basis up to one year. The amendments would allow for continued refuse, organic waste, and recyclables collection services from residential properties and collection of abandoned solid waste discarded in public rights of way in these unincorporated communities until replacement contracts are awarded while Public Works completes the solicitation process of the new contracts. In addition, sole source extensions will allow for additional time to conduct robust community outreach to ensure services meet the needs of communities, as well as facilitate a seamless transition in services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Determine that the extension of the six existing exclusive franchise contracts for residential waste hauling services through sole source amendments and related actions is within the scope of the County's previously adopted Negative Declaration and Addendum.

2. Find that public health, safety, and welfare require that the County extend the exclusive franchise contracts for residential waste handling services for the unincorporated areas of Bassett/Valinda/South San Jose Hills, Citrus/Charter Oak/Ramona, South San Gabriel, West Whittier, La Crescenta/Montrose, and Rowland Heights.
3. Approve sole source amendments to the six exclusive residential waste collection franchise contracts for the unincorporated areas of Bassett/Valinda/South San Jose Hills (Contract No. 003229) with Valley Vista Services, Inc.; Citrus/Charter Oak/Ramona (Contract No. 003230), South San Gabriel (Contract No. 003227) and West Whittier (Contract No. 003228) with Universal Waste Systems, Inc.; La Crescenta/Montrose (Contract No. 003225) with Burrtec Waste Industries; and Rowland Heights (Contract No. 003226) with Arakelian Enterprises dba Athens Services, to extend the term of these contracts on a month-to-month basis for up to one year, while Public Works completes the solicitation process for new contracts. All other terms, conditions, and specifications shall remain in full force and effect.
4. Delegate authority to the Director of Public Works or his designee to fund (1) the increased cost of providing Task 2-County Services resulting from the increased demand for these services and (2) another year of Task 2-County Services beyond the original maximum term of these contracts by increasing the potential maximum contract sum for Task 2-County Services as follows:
  - i. from \$787,500 to \$1,806,789 for Bassett/Valinda/South San Jose Hills
  - ii. from \$262,500 to \$602,263 for Citrus/Charter Oak/Ramona
  - iii. from \$75,600 to \$173,452 for La Crescenta/Montrose
  - iv. from \$262,500 to \$602,263 for Rowland Heights
  - v. from \$105,000 to \$240,905 for South San Gabriel
  - vi. from \$210,000 to \$481,810 for West Whittier
5. Delegate authority to the Director of Public Works or his designee to adjust (1) the monthly rate for basic services billed to the customers; (2) the monthly rate as billed by the contractor for additional Customer Services, such as additional containers, billed directly to the customers; and (3) the monthly rate billed to the County by the contractor for Task 2-County Services by up to a total maximum cumulative service fee adjustment of 55 percent over the total maximum contract term of 11 years to allow for cost-of-living adjustments, fuel cost adjustments, and diversion/disposal facility fee adjustments with an additional 10 percent of the annual sum for unforeseen additional work within the scope of work, if required.

6. Delegate authority to the Director of Public Works or his designee to execute sole source amendments to the six exclusive residential waste collection franchise contracts upon approval as to form by County Counsel and proper execution by the contractor.

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

The purpose of the recommended actions is to find the recommended actions within the scope of the previously adopted Negative Declaration and Addendum prepared pursuant to the California Environmental Quality Act (CEQA) and will extend the term of six existing exclusive residential waste collection franchise contracts for up to one year starting on the dates listed in the enclosed table (Enclosure A).

The proposed sole source amendments to extend the term of the six contracts are required to continue services while Public Works completes the solicitation process of the new contracts. In addition, sole source extensions will allow for additional time to conduct robust community outreach to ensure services meet the needs of communities as well as facilitate a seamless transition in services.

The previously approved contracts provide for weekly collection, processing, and disposal of refuse, commingled recyclable materials, and organic waste generated by single-family residences and multi-family properties having four units and below in the unincorporated areas of Bassett/Valinda/South San Jose Hills, Citrus/Charter Oak/Ramona, South San Gabriel, West Whittier, La Crescenta/Montrose, and Rowland Heights.

Funding for Task 2-County Services was authorized in 2014 when the Board delegated authority to the Director to award these contracts. Task 2-County Services include the collection of abandoned waste discarded on public rights of way. The issue of abandoned waste has significantly grown over the years, resulting in an increased demand for Task 2-County Services. As such, the proposed increase in funding is necessary to continue providing Task 2-County Services through the end of the additional extension year.

These contracts allow annual rate adjustments using a Consumer Price Index that captures all the changes affecting the solid waste industry, including the price of labor, fuel, and the processing of various types of commodities. The proposal to authorize annual rate adjustment is needed to allow the rate adjustment to be applied to the additional extension year since the current authority only allows for annual rate adjustments until the last year of the original term of the contracts.

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

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality; and Objective II.3.4, Reduce Waste Generation and Recycle and Reuse Waste Resources. The recommended actions improve the environmental and social well-being of our communities by providing waste collection and recycling services, including the removal of illegal dumping.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The monthly rate per customer for each area includes a 10 percent franchise fee, which when applied to the number of customers in the communities of Bassett/Valinda/South San Jose Hills, Citrus/Charter Oak/Ramona, South San Gabriel, West Whittier, La Crescenta/Montrose, and Rowland Heights will generate approximately \$1,751,000 of revenue for Fiscal Year 2024-25. The franchise fee provides the necessary funds to administer the franchises and enhance waste collection services for these communities. These revenues will be included in the Solid Waste Management Fund (Fund GD1, Revenue Source 8355) Fiscal Year 2024-25 Budget and in Fiscal Year 2025-26 through the annual budget process.

These contracts allow for annual adjustments to the current monthly rate per customer each July 1 based on annual changes in the Consumer Price Index, fuel prices, solid waste facility fees, fluctuations in the recyclables market, and the cost of processing green waste.

Funding for Task 2-County Services will be included in the Road Fund (Fund B03, Services, and Supplies) Fiscal Year 2024-25 Budget and in Fiscal Year 2025-26 through the annual budget process. The Road Fund will be reimbursed by the Solid Waste Management Fund. Funds from the Solid Waste Management Fund to pay for Task 2-County Services shall not exceed 30 percent of franchise fee payments received during the Fiscal Year.

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

The Board approved Contract No. 003225 with Burrtec Waste Industries on December 17, 2013; Contract Nos. 003227 and 03228 with Universal Waste Systems and No. 003226 with Arakelian Enterprises, Inc., dba Athens Services on May 16, 2014; and Contract No. 003229 with Valley Vista Services and No. 003230 with Universal Waste Systems on July 1, 2014. These contracts are for an initial 7-year period with three 1-year renewal

options and month-to-month extensions up to 6 months for a maximum contract term of 10 years and 6 months.

These recommended sole source amendments would continue the contracts' current requirements, specifications, and conditions. The Director of Public Works or his designee would execute the sole source amendment in accordance with the Board's authorization and only upon approval as to form by County Counsel and execution by the contractor.

### **ENVIRONMENTAL DOCUMENTATION**

A Negative Declaration (ND) for the Franchise Contracts for Residential Solid Waste Collection Services in unincorporated communities of Los Angeles County was adopted by the Board on behalf of the County, as the lead agency under CEQA, on November 20, 2007. The Board adopted an addendum to the previously adopted ND on January 30, 2018, which covered the collection of refuse, recyclables, and organic waste and the collection of solid waste discarded in the public rights of way and alleys throughout all County unincorporated areas, which includes the areas previously analyzed in the 2007 ND. The currently recommended action is within the scope of the activities analyzed in the previously adopted ND and addendum because the proposed actions here merely extend the term of the existing contracts temporarily and there have been no substantial changes to the projects or the circumstances under which the project is undertaken, nor is there new information of substantial importance, that necessitate preparation of further documentation under the CEQA. There is no change in the scope of the existing activities proposed during the extension period.

The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is Public Works, Transportation Planning and Programs Division at 900 South Fremont Avenue, Alhambra, CA 91803. The custodian of such documents and records is the Section Head of the Environmental Planning and Assessments Section, Los Angeles County Public Works. Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the County Clerk in accordance with Section 21152 of the California Public Resources Code and will be posted to the County's website in accordance with Section 21092.2.

### **CONTRACTING PROCESS**

On August 4, 2023, Public Works submitted an advanced notification to advise the Board of its intent to conduct sole-source amendment negotiations for the extension of No. 003225 with Burrtec Waste Industries; Contract Nos. 003227, 003228, and 003230 with Universal Waste Systems; Contract No. 003226 with Arakelian Enterprises, Inc., dba



The Honorable Board of Supervisors  
November 7, 2023  
Page 6

Athens Services; and Contract No. 003229 with Valley Vista Services. Enclosed is the Sole Source notification and justification (Enclosure B).

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

Approval of the sole source amendment will continue the current contract services without disruption to the public.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Environmental Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:ET:yt

Enclosures

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

**ENCLOSURE A**

**Residential Franchise Contracts  
Proposed Sole Source Extension Start Dates**

<b>Residential Franchise Contract and Contract Number</b>	<b>Contractor Name</b>	<b>Extension Start Dates</b>
Bassett/Valinda/South San Jose Hills, 003229	Valley Vista Services, Inc.	10/1/2024
Citrus/Charter Oak/Ramona, 003230	Universal Waste Systems, Inc.	11/1/2024
La Crescenta/Montrose, 003225	Burrtec Waste Industries	4/1/2024
Rowland Heights, 003226	Arakelian Enterprises, Inc., dba Athens Services	7/1/2024
South San Gabriel, 003227	Universal Waste Systems, Inc.	7/1/2024
West Whittier, 03228	Universal Waste Systems, Inc.	7/1/2024

**ENCLOSURE B**



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

August 3, 2023

IN REPLY PLEASE

REFER TO FILE: **EP-2**

TO: Each Supervisor

FROM: Mark Pestrella, PE  
Director of Public Works

### **ADVANCE NOTIFICATION OF INTENT TO FILE A SOLE SOURCE AMENDMENT TO VARIOUS EXCLUSIVE RESIDENTIAL FRANCHISE SERVICE AGREEMENTS**

Board Policy 5.100 requires advance notification of a department's intent to enter into sole source negotiations for an extension of a Board-approved agreement at least 6 months prior to the agreement's expiration date. This memorandum is to advise the Board of Public Works' intent to negotiate and file sole source amendments to various exclusive residential franchise service agreements for trash collection and recycling services shown in the table below. The purpose is to extend these existing agreements month-to-month up to 12 months, beyond the current term of each contract, to provide additional time for Public Works to engage with the community and ensure continuity of high-quality service and customer care for residents. The residential franchise service agreements, expiration dates, and current contractors are as follows:

<b>Residential Franchise Agreement and Contract Number</b>	<b>Contractor Name</b>	<b>Expiration Dates</b>
Bassett/Valinda/South San Jose Hills, 0032297	Valley Vista Services, Inc.	9/30/2024
Citrus/Charter Oak/Ramona, 003230	Universal Waste Systems, Inc.	10/31/2024
La Crescenta/Montrose, 003225	Burrtec Waste Industries	3/31/2024
Rowland Heights, 003226	Arakelian Enterprises, Inc., dba Athens Services	6/30/2024

<b>Residential Franchise Agreement and Contract Number</b>	<b>Contractor Name</b>	<b>Expiration Dates</b>
South San Gabriel, 003227	Universal Waste Systems, Inc.	6/30/2024
West Whittier, 03228	Universal Waste Systems, Inc.	6/30/2024

Additionally, Public Works plans to release a Request for Proposal combining the residential franchise areas of West Whittier and South Whittier, which will ensure the most cost-effective and efficient trash collection and recycling services for these communities. The proposed extension of the Exclusive West Whittier Residential Franchise Agreement 03228 will allow this Agreement to be extended and aligned with the expiration date of the Exclusive South Whittier Residential Franchise Agreement, which is March 31, 2025.

There will be no impact on the County General Fund. Residential customers are billed and pay waste haulers directly for weekly waste collection. Illegal dumping collection by the waste haulers is paid by Public Works using franchise fee payments collected and deposited in the Solid Waste Management Fund (GD1).

### Background

The Board awarded the following exclusive residential franchise agreements:

- Burrtec Waste Industries for the unincorporated areas of La Crescenta/Montrose, December 17, 2013
- Arakelian Enterprises, Inc., dba Athens Services Enterprises, Inc., for the unincorporated area of Rowland Heights, May 6, 2014
- Two agreements to Universal Waste Systems for the unincorporated areas of South San Gabriel and West Whittier, May 6, 2014
- Valley Vista Services for the unincorporated areas of Bassett/Valinda/South San Jose Hills, July 1, 2014
- Universal Waste Systems for the unincorporated areas of Citrus/Charter Oak/Ramona, July 1, 2014.

Each Supervisor  
August 3, 2023  
Page 3

Except for La Crescenta/Montrose, these agreements are for a 7-year term with three 1-year renewal options and month-to-month extensions up to 6 months, for a potential total contract period of 10 years and 6 months. La Crescenta/Montrose has a term of 7 years with three 1-year renewal options, for a potential total contract period of 10 years.

Justification for Sole Source Amendment

This amendment to extend the term of the six listed agreements would allow for uninterrupted trash collection services to residents while Public Works engages with the community and ensure continuity of high-quality service and customer care. The Sole Source Checklist is attached.

Public Works will work with County Counsel to prepare amendments with Arakelian Enterprises, Inc., dba Athens Services Enterprise, Inc.; Burrtec Waste Industries; Universal Waste Systems, Inc.; and Valley Vista Services.

If you have any questions or need additional information, please contact me or your staff may contact Deputy Director Coby Skye at (626) 458-4016 or [cskye@pw.lacounty.gov](mailto:cskye@pw.lacounty.gov).

CW:em

P:\SEC\EMEP-2\SOLE SOURCE AMENDMENT TO EXCLUSIVE RESIDENTIAL FRANCHISE SERVICE AGREEMENTS (2023.08.03)

Attach.

cc: Chief Executive Office  
County Counsel  
Executive Office

## SOLE SOURCE CHECKLIST

Department Name: Public Works

- ☐ New Sole Source Contract
- ☒ Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: Various Dates

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

  
\_\_\_\_\_  
Chief Executive Office

6/22/23

Date



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023	
<b>BOARD MEETING DATE</b>	11/7/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Award of services contract for on-call west coast basin barrier project injection well redevelopment services.	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract has been extended for a maximum of 6 months with a final expiration date of February 13, 2024; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.	
<b>COST &amp; FUNDING</b>	Total cost: \$6,631,501	Funding source: Funding for these services is included in the Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07- Services and Supplies). Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	TERMS (if applicable):  This contract will be for an initial period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award a services contract for the on-call west coast basin barrier project injection well redevelopment services to ensure the maximum performance of the injection wells of the west coast basin barrier project located in the Cities of El Segundo, Hermosa Beach, Manhattan Beach, Redondo Beach, and Torrance.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	This services contract will maintain the effectiveness of the injection wells which protect the groundwater from saltwater intrusion by continuously injecting freshwater to form a protective pressure ridge. A majority of the 10 million residents of Los Angeles County depend on this groundwater that provides up to 35 percent of the drinking water supply.	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:  On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with the Department of Economic Opportunity and advertise in regional and small newspapers in each Supervisorial Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code and all Board contracting policies.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:  These recommendations support Board Priority No. 7, Sustainability. The on-call west coast basin barrier project injection well redevelopment services will sustain the effectiveness of the wells and increase their ability to inject freshwater into the aquifer system. These services are critical to perform to ensure continued protection of the local groundwater resources from saltwater intrusion.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  Anthony Nyivih, Assistant Director, (626) 458-4014, cell (626) 483-9181, <a href="mailto:anyivih@pw.lacounty.gov">anyivih@pw.lacounty.gov</a>



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

November 7, 2023

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

Dear Supervisors:

**SERVICES CONTRACT  
WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ON-CALL WEST COAST BASIN BARRIER PROJECT  
INJECTION WELL REDEVELOPMENT SERVICES  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to Layne Christensen Company for on-call west coast basin barrier project injection well redevelopment services located in the Cities of El Segundo, Hermosa Beach, Manhattan Beach, Redondo Beach, and Torrance.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Award the contract to Layne Christensen Company for on-call west coast basin barrier project injection well redevelopment services. This contract will be for a term of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential

contract term of 54 months and a maximum potential contract sum of \$6,631,501.

3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Layne Christensen Company, has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

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

Approval of the recommended action will award a services contract to Layne Christensen Company to provide on-call and intermittent injection well redevelopment services to ensure the maximum performance of the injection wells of the West Coast Basin Barrier Project located in the Cities of El Segundo, Hermosa Beach, Manhattan Beach, Redondo Beach, and Torrance. The redevelopment services are necessary to maintain the effectiveness of the injection wells which protect the groundwater from saltwater intrusion by continuously injecting freshwater to form a protective pressure ridge. A majority of the 10 million residents of Los Angeles County depend on this groundwater that provides up to 35 percent of the drinking water supply.

The current contract has been extended for a maximum of 6 months with a final expiration date of February 13, 2024; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.

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

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality, Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies; and Strategy III.3, Pursue

Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual cost is \$1,339,697 plus 10 percent of the annual contract sum for additional work within the scope of the contract and any cost-of-living adjustment in accordance with the contract. The contract's initial term is for 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with an estimated maximum potential contract sum of \$6,631,501. This amount is based on the annual unit prices and hourly rates quoted by the contractor and our estimated annual utilization of the contractor's services. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding. Adjustments will be made to the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

Funding for these services is included in the Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07 - Services and Supplies). Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

The recommended contractor, Layne Christensen Company, is located in Redlands, California. This contract will commence on January 2, 2024, or upon the Board's approval and final execution, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding.

County Counsel will review the contract as to form (Enclosure A) prior to approval. The recommended contract with Layne Christensen Company was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and community business enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, sex, or color.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract. In addition, the contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

The contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act. The work, to provide injection well redevelopment services, is within the class of projects that has been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 of the State California Environmental Quality Act Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guideline, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

### **CONTRACTING PROCESS**

On January 3, 2023, a notice of the Request for Proposals was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and Twitter. In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Watts Times*, *The Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1,350 Local Small Business Enterprises, 154 Disabled Veteran Business Enterprises, 147 Social

Enterprises, 865 Community Business Enterprises, 90 independent contractors, various business development centers, and municipalities about this business opportunity.

On February 6, 2023, two proposals were received. Both proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, lowest cost, responsive, and responsible proposer, Layne Christensen Company, located in Redlands, California. Public Works notified the applicable union on this solicitation.

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

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

### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:EM:ep

Enclosures

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

AGREEMENT FOR  
ON-CALL WEST COAST BASIN BARRIER PROJECT INJECTION WELL  
REDEVELOPMENT SERVICES (BRC0000379)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Layne Christensen Company, a Delaware Corporation, located at 1717 West Park Avenue, Redlands, California 92373, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 6, 2023, hereby agrees to provide services as described in this Contract for On-Call West Coast Basin Barrier Project Injection Well Redevelopment Services.

SECOND: This AGREEMENT, together with Exhibit A to Exhibit G.16; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$1,339,697 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term will be for a period of 1 year commencing on January 2, 2024, or upon the Board's approval and final execution, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written



notice of nonrenewal.

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

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

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

SEVENTH: In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

NINTH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any cost-of-living adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted.

Upon approval of COLA, a notification will be sent to the Contractor.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through G.16, inclusive, the COUNTY'S provisions will control and be binding.

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

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

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

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

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

LAYNE CHRISTENSEN COMPANY

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

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

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

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL WEST COAST BASIN BARRIER PROJECT INJECTION WELL REDEVELOPMENT SERVICES**

**SELECTED FIRMS**

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business
<b>Layne Christensen Company</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**NON-SELECTED FIRMS**

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business
<b>Yellow Jacket Drilling Services, LLC</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL WEST COAST BASIN BARRIER PROJECT INJECTION WELL REDEVELOPMENT SERVICES**

<b>FIRM INFORMATION*</b>		Layne Christensen Company	Yellow Jacket Drilling Services, LLC
<b>BUSINESS STRUCTURE</b>		Corporation**	Limited Liability Company
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER/% OF OWNERSHIP</b>	
<b>OWNERS/PARTNERS</b>	Black/African American	N/A	0
	Hispanic/Latino	N/A	0
	Asian or Pacific Islander	N/A	0
	Native American	N/A	0
	Subcontinent Asian	N/A	0
	White	N/A	2/100%
	<i>Female (included above)</i>	N/A	0
<b>COUNTY CERTIFICATION</b>			
CBE		N	N
LSBE		N	N
<b>OTHER CERTIFYING AGENCY</b>		N/A	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

\*\*Corporation - A break down of Owners/Partners is not provided.



Home (/LACoBids/)

Solicitation Information

Solicitation Number:	BRC0000379		
Title:	On-Call West Coast Basin Barrier Project Injection Well Redevelopment Services (BRC0000379)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$1,000,000.00
Commodity:	WATER AND WASTEWATER TREATMENT SERVICES		

**Description:**

PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call West Coast Basin Barrier Project Injection Well Redevelopment Services (BRC0000379) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of this service is estimated to be \$1,000,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Messrs. David Pang at (626) 458-7167 or [dpang@pw.lacounty.gov](mailto:dpang@pw.lacounty.gov) or Danny Medina at (626) 458-4080 or [dmedina@pw.lacounty.gov](mailto:dmedina@pw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://pw.lacounty.gov/brcd/servicecontracts>.

"Do Business with Public Works" Website Registration

All interested proposers for this RFP are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited to:

1. Proposing entity must have a minimum of 3 years of experience providing well redevelopment services.

Important Notice: This minimum mandatory requirement must be met by the proposing entity.

2. Proposer's project manager and supervisor(s) performing services under this contract must have a minimum of 3 years of experience providing well redevelopment services.

Important Notice: This minimum mandatory requirement must be met by the proposer's project manager and supervisor(s).

3. Proposer performing services under this contract must have a valid and active State of California issued Well Drilling license, Contractor Classification C57.

4. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 15, Prevailing Wages, of the RFP, Part II, Exhibit B. Please note that the services requested in this contract may include both prevailing wage and nonprevailing wage work. Proposer and its subcontractors performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5.

Pending registrations will not be accepted.

Subcontracting is allowed for this service for the sole purpose of meeting the requirements of providing the following:

- Use of Mobile Advanced Water Treatment System as specified in Part II, Exhibit A, Scope of Work, Item F, Task 2.
- Video Inspection of Well Casing as specified in Part II, Exhibit A, Scope of Work, Item G, Task 3.
- Transporting of Redevelopment Water as specified in Part II, Exhibit A, Scope of Work, Item J, Task 6.
- Minor Unforeseen Repairs as specified in Part II, Exhibit A, Scope of Work, Item K, Task 7.

Subcontracting is not allowed for the purpose of meeting the requirements of providing any other Well Redevelopment services or any other contract requirements, including any licensing requirements, except those requirements for the sole purpose of providing Services listed above as specified in Part II, Exhibit A, Scope of Work, Item F, Task 2; Item G, Task 3; Item J, Task 6, and Item K, Task 7.

There will be no proposers' conference for this solicitation. The deadline to submit written questions for a response is Tuesday, January 17, 2023, at 5:30 p.m.

The deadline to submit proposals is Monday, February 6, 2023, at 5:30 p.m. Please direct your questions to Messrs. Pang or Medina.

#### IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.

#### PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

##### Electronic Submission of Proposals

In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, prior to the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date. An Infotech/BidExpress Set-up Guide is included as Attachment 6 for reference. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the registration and file size limitations before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, compact disc, or any other materials to the County via mail.

Proposals received after the closing date and time specified in this Notice of Request for Proposals will be rejected by Public Works as nonresponsive.

Less

Open Day:	1/3/2023	Closed Date:	2/6/2023 5:30:00 PM
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<b>Contact Name:</b>	David Pang	<b>Contact Phone:</b>	(626) 458-7167																				
<b>Contact Email:</b>	dpang@pw.lacounty.gov																						
<b>Notice of Intent to Award (0) :</b>	<a href="#">➕ Click here to view notice intent to award list.</a>																						
<b>Solicitation Award (0) :</b>	<a href="#">➕ Click here to view award list.</a>																						
<b>Last Changed On:</b>	1/26/2023 8:47:16 AM																						
<b>Attachment File (2) :</b>	<div> <a href="#">⊖ Click here to download attachment files.</a> </div> <table border="1"> <thead> <tr> <th>File Name</th> <th>Description</th> <th>Type</th> <th>Size</th> <th>Last Update On</th> <th></th> </tr> </thead> <tbody> <tr> <td>InformationalUpdate111923.pdf</td> <td>Informational Update 1 1.19.23</td> <td>.pdf</td> <td>24166</td> <td>01-19-2023</td> <td><a href="#">Download</a></td> </tr> <tr> <td>WestCoastBasinRFPSignedandApproved.pdf</td> <td>Approved RFP</td> <td>.pdf</td> <td>19786126</td> <td>01-26-2023</td> <td><a href="#">Download</a></td> </tr> </tbody> </table> <div> <a href="#">««</a> <a href="#">«</a> <a href="#">1</a> <a href="#">»</a> <a href="#">»»</a> </div>					File Name	Description	Type	Size	Last Update On		InformationalUpdate111923.pdf	Informational Update 1 1.19.23	.pdf	24166	01-19-2023	<a href="#">Download</a>	WestCoastBasinRFPSignedandApproved.pdf	Approved RFP	.pdf	19786126	01-26-2023	<a href="#">Download</a>
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# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023	
<b>BOARD MEETING DATE</b>	11/7/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Award Services Contract for Mesa Heights Garbage Disposal District	
<b>PROGRAM</b>	Mesa Heights Garbage Disposal District	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The Mesa Heights Garbage Disposal District (GDD) contract is set to expire on December 31, 2023. It is necessary to award a contract to ensure solid waste collection services continue without interruption in Ladera Heights and View Park/Windsor Hills.	
<b>COST &amp; FUNDING</b>	Total cost: \$43,489,752	Funding source: Annual Mesa Heights GDD Garbage Collection and Disposal Service Fee collected from each parcel of land within the District through the annual property tax bill
	TERMS (if applicable): The total cost represents the potential maximum contract sum for Mesa Heights GDD if both 2-year renewal options are used (following the initial 7-year term) and the month-to-month extensions of up to 12 months.	
	Explanation: A new contract is required due to the current contract expiring in 2023.	
<b>PURPOSE OF REQUEST</b>	The purpose of this request is to award a contract for Mesa Heights GDD to ensure uninterrupted service is provided in Ladera Heights and View Park/Windsor Hills.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Mesa Heights GDD contract provides waste collection services to residential, multifamily, and commercial properties within the District. The contract is set to expire on December 31, 2023. An invitation for bids was noticed on April 18, 2023, following outreach to solicit customer feedback in finalizing the scope of work. On June 6, 2023, one bid was received. The proposed new contract will continue with Universal Waste Systems, Inc., as the provider.</p> <p>The existing contract for Mesa Heights GDD with Universal Waste Systems, Inc., provides solid waste services to approximately 6,414 residential and commercial customers and maintains 71.3 miles of roadways for illegal dumping.</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Provided extensive community outreach to inform the development of the scope of work before soliciting bids for the new contract.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability, by supporting the implementation of organic waste collection and recycling.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Coby Skye, Deputy Director, (626) 458-4016, cell (562) 212-9500, <a href="mailto:cskye@dpw.lacounty.gov">cskye@dpw.lacounty.gov</a>	

EKT:kp

P:\SEC\EP8\BL\2023\MESA HEIGHTS GDD CONTRACT CLUSTER FACT SHEET



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

November 7, 2023

IN REPLY PLEASE  
REFER TO FILE:

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

Dear Supervisors:

**SERVICES CONTRACT  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT FOR  
MESA HEIGHTS GARBAGE DISPOSAL DISTRICTS  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract for the Mesa Heights Garbage Disposal District to provide the collection of refuse, recyclables, and organics, and to monitor for illegal dumping in the communities of Ladera Heights and View Park/Windsor Hills.

**IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES GARBAGE DISPOSAL DISTRICT, MESA HEIGHTS:**

1. Determine that the recommended actions are within the scope of the Mesa Heights Garbage Disposal District Project impacts analyzed in the Negative Declaration and Addendum previously adopted by the Board.
2. Award a contract for Mesa Heights Garbage Disposal District to Universal Waste Systems, Inc., consisting of two separate tasks: Task 1-Customer Services, with an initial annual contract amount of \$3,451,845, which includes collection of refuse, recyclables, and organic waste; and Task 2-County Services, with an initial annual contract amount of \$302,666, which includes daily monitoring for illegal dumping and collection of solid waste discarded in public rights of way and alleys. The contract shall be effective upon the Board's approval and final execution by both parties, whichever occurs last. The waste collection services

will start as early as December 1, 2023, and will expire on June 30, 2030, with up to two 2-year renewal options and a month-to-month extension of up to 12 months, for a maximum potential contract term of 11 years and 7 months and a maximum potential contract sum of \$43,489,752, which does not include rate adjustments for changes affecting the solid waste industry, including prices for labor, fuel, and the processing of various types of commodities, unforeseen additional work, and changes in law as authorized by the contract.

3. Delegate authority to the Director of Public Works or his designee to adjust (1) the monthly rate per customer as billed by the contractor for additional Customer Services, such as more containers or collection at a higher frequency, billed directly to the customers; (2) the monthly rate billed to the County by the contractor for County Services; and (3) the contract amount, if applicable, as follows:
  - a. By up to 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract;
  - b. By up to 10 percent of the annual contract sum for applicable changes in law;
  - c. Adjust the annual contract sum for any change in unit counts based on the Office of the Assessor's tax roll, which determines the contractor's annual compensation; and
  - d. Adjust the unit rates annually up to 5 percent each year over the initial 7-year period and up to 5 percent annually for each optional renewal year, if applicable, to allow for changes affecting the solid waste industry, including prices for labor, fuel, and the processing of various types of commodities.
4. Delegate authority to the Director of Public Works or his designee to (1) execute this contract; (2) take all the necessary and appropriate steps to carry out this contract; (3) renew this contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, the contractor has successfully performed during the previous contract period, and the services are still required; (4) to approve and execute amendments to incorporate necessary changes within the Task 1-Customer Services and Task 2-County Services and specifications; and (5) to suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.

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

Approval of the recommended actions will comply with the California Environmental Quality Act (CEQA) and allow Public Works to award a contract to continue to provide for the collection of refuse, recyclables, and organic waste, and monitor and remove illegal

dumping within the Mesa Heights Garbage Disposal District (GDD). These services are essential to protect public health and safety and improve the quality of life of the communities of Ladera Heights and View Park/Windsor Hills.

The existing contract for Mesa Heights GDD with Universal Waste Systems, Inc., provides solid waste services to approximately 6,414 residential and commercial customers and maintains 71.3 miles of roadways for illegal dumping. The existing contract is set to expire on December 31, 2023. The proposed new contract with Universal Waste Systems, Inc., will be effective upon the Board's approval and final execution by both parties, whichever occurs last, with solid waste services set to begin as early as December 1, 2023.

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

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality; and Objective II.3.4, Reduce Waste Generation and Recycle and Reuse Waste Resources by providing trash collection and recycling services, including removal of illegal dumping, which protects the environment and improves the quality of life of the residents within the Mesa Heights GDD and surrounding areas.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual amount of the contract is based on Task 1-Customer Services, which includes the automated collection, disposal, and management of accounts receiving refuse, recyclable, and organic waste services; and Task 2-County Services, which includes the monitoring, cleanup, collection, transportation, disposal, and management of discards from all public rights of way, alleys, and specified public curbside receptacles.

The proposed annual contract amount is based on Task 1-Customer Services, consisting of approximately 8,318.5 refuse units multiplied by the monthly unit rate of \$34.58, which equals an initial annual amount of \$3,451,845 (\$287,654 monthly); and Task 2-County Services in the amount of \$302,666 annually (\$25,222 monthly). The potential maximum contract sum is \$43,489,752 not including rate adjustments for changes affecting the solid waste industry, including prices for labor, fuel, and the processing of various types of commodities; unforeseen additional work; and changes in law, as authorized by the contract.

The contract annual amount may be adjusted by 10 percent of the annual contract sum for any unforeseen, additional work within the scope of work of the contract, if required, plus changes to the annual amount based on the adjustments of the unit rates. The rates may be adjusted up to 5 percent per year over the initial 7-year period, and up to 5 percent for each optional renewal year, if applicable. The adjustments are to account for changes affecting the solid waste industry, including prices for labor, fuel, and the processing of various types of commodities. The contract amount can be adjusted annually if there is a change in refuse unit counts based on the County Assessor's tax roll and/or when the initial monthly unit rate is adjusted due to annual rate adjustments and changes in the law in accordance with the terms of the contract.

All property owners in the GDD must pay for solid waste collection services through fees collected as part of their real property taxes. The County will pay the waste hauler a monthly flat fee for Task 1-Customer Services based on the number of refuse units assigned to the parcel and a fee for Task 2-County Services based primarily on the number of tons of illegal dumping collected and public receptacles emptied.

Funding for Task 1-Customer Services and Task 2-County Service are included in the Mesa Heights GDD (Fund GA6, Services and Supplies) and Road Fund (Fund B03, Services and Supplies) Fiscal Year 2023-24 Budgets. The Road Fund will be reimbursed for the Task 2-County Services by the Mesa Heights GDD Funds. Funds for the contract's future years and 10 percent additional funding for unforeseen additional work within the scope of the contract, if required, will be requested through the annual budget process.

Streets and Highways Code, Section 953, requires that the costs for cleanup, collection, transportation, disposal, and management of discards from alleys and public curbside receptacles be paid from the Road Fund Budget. Although the Road Fund must pay for these services, other funds available to pay for such services may be placed in the Road Fund. The Mesa Heights GDD will deposit funds into the Road Fund to pay for those activities related to the monitoring, cleanup, collection, transportation, disposal, and management of discards from all public rights of way, alleys, and specified public curbside receptacles within the GDD.

Awarding the contract will not necessitate an increase in the current annual service fee to continue to meet the Mesa Heights GDD's operating costs. The Mesa Heights GDD's reserves together with the estimated revenues at the current service fee rates are sufficient to fully finance this recommended contract through Fiscal Year 2023-24 and future year budgets. The Mesa Heights GDD will continue to submit the Annual Garbage Collection and Disposal Service Fee Report to the Board for approval to provide for the continued garbage collection and disposal service fees on the tax roll.

Task 1-Customer Services and Task 2-County Services rate adjustments authorized by the contract are as follows:

First, a rate adjustment increase on July 1 following the commencement of the contract and annually thereafter based on annual changes affecting the solid waste industry, including prices for labor, fuel, and the processing of various types of commodities for a maximum annual adjustment of 5 percent over the initial 7-year period and up to 5 percent for each optional renewal year.

Second, an increase of the annual contract amount is allowed due to unforeseen additional work within the scope of the contract, up to 10 percent per year.

Third, a rate adjustment increase of the annual contract amount is allowed due to applicable changes in law, up to 10 percent per year.

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

California Public Resources Code, Section 49019, authorizes the Board to enter into contracts for disposal of garbage and other refuse matter.

The recommended contractor, Universal Waste Systems, Inc., is located in Santa Fe Springs, California. This contract is effective upon the Board's approval and final execution by both parties, whichever occurs last. The solid waste collection services will start as early as December 1, 2023, and will expire on June 30, 2030. With the Board's delegated authority, Public Works may renew the contract for up to two 2-year renewal options and a month-to-month extension up to 12 months, for a maximum potential total contract term of 11 years and 7 months.

County Counsel will review the enclosed contract as to form (Enclosure A) prior to approval. The recommended contract with Universal Waste Systems, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

The contract contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is not

subject to Proposition A, as authority to award this contract for solid waste handling services is expressly provided by California Public Resources Code 49019.

### **ENVIRONMENTAL DOCUMENTATION**

On May 10, 2011, the Board adopted the Negative Declaration for the Mesa Heights GDD project finding that there was no substantial evidence the project would have a significant effect on the environment. On January 30, 2018, the Board adopted an Addendum to the Negative Declaration to address the potential environmental impacts due to changes to the previously approved project, which concluded that the changes would not have a significant effect on the environment.

The recommended actions are within the scope of the project in the previously adopted CEQA documents. This project will award a contract to a waste hauler to provide weekly automated solid waste, recycling, and organic waste collection along with the removal of abandoned waste from the public right of way and emptying curbside public receptacles in the unincorporated County of Los Angeles communities of Ladera Heights and View Park/Windsor Hills.

There are no changes to the project or to the circumstances under which the project is undertaken that require further review under the CEQA.

The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is with the County of Los Angeles Public Works, Transportation Planning and Programs Division, 900 South Fremont Avenue, 11th Floor, Alhambra, California 91803. The custodian of such documents and materials is Ms. Reyna Soriano.

Upon the Board's approval of the project, Public Works will file a Notice of Determination with the County Clerk in accordance with Section 21152 of the California Public Resources Code.

### **CONTRACTING PROCESS**

On April 18, 2023, a notice of the Invitation for Bids was placed on both the County's "Doing Business With Los Angeles County" (Enclosure C) and "Do Business With Public Works" websites and on Twitter. In addition, advertisements were placed in the Los Angeles Daily Journal and nine other newspapers. Also, Public Works informed 1,439 Local Small Business Enterprises, 157 Disabled Veteran Business Enterprises, 162 Social Enterprises, 752 Community Business Enterprises, 186 independent contractors, and various business development centers and municipalities about this business opportunity.



On June 6, 2023, one bid was received from Universal Waste Systems, Inc. The bid was first reviewed to ensure that it met the minimum requirements in the Invitation for Bids. Universal Waste Systems, Inc., was determined to be the responsive and responsible bidder and is being recommended for contract award for Mesa Heights GDD. Public Works determined the bid to be reasonable for the work requested.

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

This contract will provide improved waste collection services for these communities.

**CONCLUSION**

If the Board decides not to award the contract as described in this Board letter, the matter shall be returned to Public Works for further consideration of any issues raised by the Board.

Please return one adopted copy of this Board letter to Public Works, Environmental Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:EKT:kp

Enclosures

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

# **ENCLOSURE A**



Part I

Contract

BETWEEN

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS  
ACTING IN THEIR CAPACITY AS THE GOVERNING BOARD OF

THE MESA HEIGHTS GARBAGE DISPOSAL DISTRICT

**UNIVERSAL WASTE SYSTEMS, INC.**

FOR PROVISION OF RESIDENTIAL AND COMMERCIAL SOLID WASTE  
COLLECTION SERVICES  
(BRC0000369)

FOR THE SERVICE AREA OF

**MESA HEIGHTS  
GARBAGE DISPOSAL DISTRICT**

WITH A SERVICE COMMENCEMENT DATE AS EARLY AS

**December 1, 2023**

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This CONTRACT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between COUNTY of Los Angeles Board of Supervisors, acting in their capacity as the governing body of the Mesa Heights Garbage Disposal District of COUNTY of Los Angeles (COUNTY), and Universal Waste Systems, Inc., a Corporation registered in the State of California, located at 9010 Norwalk Blvd., Santa Fe Springs, California 90670 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

### RECITALS:

**Purpose.** To limit the wear and tear on COUNTY streets, reduce pollution from Collection Vehicle exhaust, increase customer service accountability, ensure compliance with Federal, State, and local laws, including Assembly Bills (AB) 341, 939, 1594, 1826, and Senate Bill (SB) 1383, by improving program implementation performance and reporting accuracy, and facilitate more efficient CONTRACT administration and enforcement by COUNTY staff.

**Solid Waste Haul Permits.** County of Los Angeles Department of Public Health issued permits to haulers for the hauling of solid waste with requirements to protect public health and safety, including frequency of Collection and Collection Vehicle maintenance. CONTRACTOR shall continue to obtain that permit and comply with all its provisions; and

**Mandatory Solid Waste Diversion.** The State of California has found and declared that the amount of solid waste generated in California coupled with diminishing landfill space and potential adverse environmental impacts from land filling have created an urgent need for State of California and local agencies to enact and implement an aggressive, new integrated waste management program. Through enactment of AB 939, the State of California has directed agencies, such as COUNTY to Divert 50 percent of all solid waste through source reduction, recycling, and composting activities. The California Department of Resources Recycling and Recovery (CalRecycle) had granted COUNTY a timeline to achieve compliance with the AB 939 Diversion requirements to which COUNTY had met. Additionally, with the passage of Senate Bill 1383, COUNTY must meet CalRecycle's targets related to Organic Waste. Continued compliance is based in part on executing and implementing this CONTRACT to secure cooperation with CONTRACTOR'S AB 939 waste Diversion programs, record keeping, and reporting; and

**County Waste Management Plan.** COUNTY Board of Supervisors adopted the Roadmap to a Sustainable Waste Management Future in 2014. It is a comprehensive plan for a waste free future and is a proactive approach to developing innovative policies for managing waste that further reduces COUNTY's reliance on landfills. It established the following intermediate and long-term disposal reduction targets: 80 percent Diversion from landfills by 2025, 90 percent Diversion from landfills by 2035, and at least 95 percent Diversion from landfills by 2045; and

**Task 1: Waste Discarded in Containers.** Director has determined to contract for collection of Municipal Solid Waste (MSW) Management Services in portions of Los Angeles County under the terms of this CONTRACT for reasons including the following:

- To assist residents and certain businesses located in the Service Area that discard solid waste in Carts and Dumpsters to receive quality MSW Management Services, and
- To provide COUNTY with programs, records, and reports that will help COUNTY comply with AB 939, SB 1383, and other laws.

This CONTRACT requires the Diversion of Organic Waste from landfills as described in SB 1383. Green Waste is defined in Attachment 5-10A and is organic matter generated from landscaping and gardens. Green Waste will continue to be Collected from the Green Waste Container; however, the Green Waste Container may also be used to Collect Food Waste and other Organic Waste specified in SB 1383. Due to the familiarity of the green colored container being referred to as the Green Waste Container, that description will remain unchanged, even if Food Waste is placed inside.

COUNTY issued a 5-year notice under California Public Resources Code (PRC) Section 49520 of COUNTY'S intent to authorize, among other options, the exclusive franchising of MSW Management Services in portions of COUNTY; and

**Task 2: Abandoned Waste Collection.** Director has also determined to contract for Collection of the following in this CONTRACT:

- Efficient removal of Abandoned Waste and preventing the illegal dumping from becoming a community eyesore, decreasing neighborhood property values, posing a safety hazard, providing a breeding ground for disease carrying rodents, insects, and other vermin, and in general, lowering the quality of life for residents.
- Maintenance of public curbside receptacles.
- Removal of Carts, Dumpsters, and roll-off containers the Director has deemed abandoned.
- Removal of waste from abandoned Homeless Encampments and provide regular Collection from occupied Homeless Encampments.
- Provide emergency services to remove Solid Waste not Collected or prevent it from not being Collected in any part of the County of Los Angeles or adjacent counties that in the judgement of the Director creates a danger to public health, safety, or welfare.

**Garbage Disposal Districts.** The use of the term COUNTY is understood to mean Mesa Heights Garbage Disposal District of COUNTY of Los Angeles. COUNTY of Los Angeles Board of Supervisors acts in their capacity as the governing body of the Garbage Disposal District. Furthermore, the COUNTY may adjust the number of Refuse Units subject to Section 7, Unit Counts and Payment Rates. The COUNTY may adjust the initial monthly unit rate of compensation set forth in Form PW-2.1-2.2 (Schedule of Prices) subject to Exhibit 7 and Section 7.

**Compliance with Law.** CONTRACTOR shall perform Contract Services in accordance with all the laws governing the safe Collection, transport, Recycling, and disposal of Residential and Commercial Solid Waste, including but not limited to AB 341,



939 and AB 1826, SB 1383, Recovered Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response Compensation and Liability Act (CERCLA).

**Compliance with California Environmental Quality Act (CEQA).** COUNTY adopted a Negative Declaration in 2022 to evaluate known impacts for required services. Any potential new or expanded facilities that CONTRACTOR may propose in the Service Area would be required to undergo local approval, entitlement, and permitting processes, which includes CEQA review. The cost of such facilities and any associated permitting processes (including CEQA review) must be paid for by CONTRACTOR proposing such facilities.

**CONTRACTOR / "Arranger".** Under this Contract, COUNTY may exercise control over the disposal or other disposition of the Solid Waste handled by the CONTRACTOR, commonly referred to as flow control. It may designate or determine the use of any given Solid Waste Facility. Although minimum scope of Contract Services, Service Specifications, and Service Standards are set forth in this CONTRACT, COUNTY has not, and by this CONTRACT does not, supervise Contract Services or assume title to Solid Waste; and

**Competitive Procurement.** COUNTY issued a Request for Proposals (RFP) or Invitation for Bids (IFB) to provide Contract Services under this CONTRACT. Private waste hauling companies submitted proposals or bids, including their proposed schedule of rates and charges. For GDD services, COUNTY selected a CONTRACTOR based on price proposals only.

**Compensation.** The following describes the compensation allowed under this CONTRACT:

- The CONTRACTOR's bid on form PW-2.1-2.2, Schedule of Prices in Attachment 7-5, specifies the flat monthly payment rate for which the CONTRACTOR has agreed to perform the Customer Services described and specified herein upon commencement of this CONTRACT.
- COUNTY may adjust the number of Refuse Units subject to item C11 of Section 7 and therefore COUNTY may adjust the monthly rate of compensation set forth in PW-2.1-2.2, Schedule of Prices in Attachment 7-5.
- COUNTY may offer refunds directly to Customers that use fewer or smaller Containers than what they are entitled to through the established fees that are collected on their property taxes bill. Director will provide a list to CONTRACTOR of those parcels with reduced service levels and therefore adjust the monthly rate of compensation set forth in PW-2.1-2.2, Schedule of Prices in Attachment 7-5.
- Exhibit 7 provides for CONTRACTOR'S compensation under Task 1 Services. Under this CONTRACT, the CONTRACTOR cannot charge its Customers more than the Customer Service Fees in the Customer Fee Schedule in Attachment 7-2 Task 1 Service Fees in Exhibit 7.
- Exhibit 3A2 provides for CONTRACTOR's compensation under Task 2 Services and COUNTY Service Fees in Attachment 7-3 Task 2 Service Fees in Exhibit 7.

- Exhibit 3A2 provides for CONTRACTOR'S compensation for substitute, emergency, and backup services. Under this CONTRACT, the CONTRACTOR cannot charge COUNTY more than the rates in Attachment 7-4 Emergency Service Fees in Exhibit 3A2 or comparable municipal Solid Waste fees.
- In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.
- CONTRACTOR is not allowed to add any surcharges in addition to the fees that were entered on Form PW-2.1-2.2, Schedule of Prices. Any fuel, environmental, or other fees must be included in the original bid and may not be added later.

**Start/Stop Contract Services.** COUNTY reserves the right to stop and start any Contract Services with Notice to CONTRACTOR and adjust fees as a result of the change in services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

This CONTRACT applies to both Contract Services (Task 1 Services and Task 2 Services), unless specifically indicated otherwise. However, Exhibits 3A1 and 3A3 apply only to Task 1 Services, and Exhibit 3A2 applies only to Task 2 Services.

## SECTION 1 - REQUIREMENT TO PROVIDE TASK 1 SERVICES

**Customer Service = Task 1 Services = Basic Service + Additional Customer Services**

**County Services = Task 2 Services**

**Contract Services = Customer Service + County Service**

**Additional Customer Services** means all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 that require a Customer Surcharge, including the more than once per week Collection frequency in item B3, more than one 96-gallon Refuse Container, or a locking Recyclables Cart.

**Basic Service** means all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 that do not require a Customer Surcharge, including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, one 96-gallon Recyclables, and one 96-gallon Green Waste Containers in item D.

**Task 1 Services** all Performance Obligations prescribed in Exhibit 3A1 and Exhibit 3A3 for Refuse, Recyclables, and Green Waste Container services to Occupants at Residential Premises and Certain Multifamily Premises with 4 or less units.

**Task 2 Services** means all Performance Obligations prescribed in Exhibit 3A2.

### A. Requirements/Grant of Rights

#### 1. CONTRACTOR Requirements

COUNTY requires CONTRACTOR, together with the Performance Obligations, to provide Contract Services as described in Section 3.

##### a. *Conditions*

- CONTRACTOR is ready, willing, and able to provide Contract Services;
- CONTRACTOR meets all its Performance Obligations,
- No CONTRACTOR Default has occurred

##### b. *CONTRACTOR Acceptance*

CONTRACTOR accepts these conditions, together with Performance Obligations, subject to all terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exclusions from Exclusivity) of this Section.

## **2. Grant of Exclusive Collection of Solid Waste**

CONTRACTOR shall perform the Contract Services, as described in Section 3. This CONTRACT does grant the CONTRACTOR an exclusive right to provide Task 1 Customer Services within the Service Area, subject to all the terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exclusions from Exclusivity) of this Section.

### **B. Exclusions from Service**

The following Collection services are not part of this CONTRACT. While these are not included within this CONTRACT, CONTRACTOR may provide services independent of this CONTRACT, such as to a school district facility within the Service Area.

#### **1. Solid Waste to be Self-Hauled**

This CONTRACT excludes the requirement that CONTRACTOR Collect, transport, and Divert/Dispose Solid Waste that Persons self-haul. Anyone, including Persons performing services other than MSW Management Services (such as roofers and gardeners) at those Premises, may collect in receptacles other than Container provided by CONTRACTOR, transport in their own Vehicles, and themselves Dispose of some or all the Solid Waste generated at those Premises.

#### **2. COUNTY and Third-Party Agencies**

This CONTRACT excludes the requirement to arrange to provide Task 1 Services to Premises owned or controlled by any of the following entities:

- COUNTY or any other entity governed by the Board of Supervisors;
- State of California;
- Federal government;
- Any city;
- Railroad and utility properties without occupied structures;
- Any public-school district; or
- Any entity that is excluded by Applicable Law from the obligation to subscribe to Task 1 Services under this CONTRACT.

This CONTRACT does not prohibit CONTRACTOR from executing separate contracts with those entities to provide MSW Management Services.

#### **3. Rights Under California Public Resources Code Section 49520**

**a. Exclusion**

This CONTRACT excludes the to arrange for providing Contract Services with any Person who is receiving Solid Waste handling services from a solid waste enterprise that has the statutory right to continue to provide solid waste handling services to that Person under PRC Section 49520 *et seq.*

**b. Acknowledgement**

CONTRACTOR acknowledges:

**(1) No Statutory Rights**

This CONTRACT does not grant CONTRACTOR any rights under PRC Section 49250 *et seq.*

**(2) Expired Term**

Upon expiration of this CONTRACT, no unexpired Term will remain. CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49250 *et seq.*

**(3) Terminated CONTRACT**

If COUNTY exercises its remedy to terminate this CONTRACT for CONTRACTOR fault, CONTRACTOR will have no right to continue providing Contract Services, MSW Management Services, or Solid Waste handling services under PRC Section 49251.

**(4) Contract Claims**

CONTRACTOR does not have the right to make any claim under PRC Section 49520, but only under this CONTRACT.

**c. Stop Contract Services / Procure New Services**

Upon expiration or termination of this CONTRACT, CONTRACTOR shall stop providing Contract Services even if the expiration or termination occurs before the end of the period described in PRC Section 49520. After expiration or termination of this CONTRACT, COUNTY may reprocure one or more agreements for MSW Management Services with CONTRACTOR or other Persons. Those agreements may be exclusive, partially exclusive, or wholly exclusive franchises, contracts, licenses, permits or otherwise, with or without competitive bidding.

**4. Donation or Selling of Recyclables**

This CONTRACT excludes the requirement that CONTRACTOR Collect Recyclables that Occupant donates or sells to Persons other than CONTRACTOR.

**5. Vacant Properties**

This CONTRACT excludes the requirement to arrange to provide Task 1 Services to parcels identified by the Los Angeles County Office of the Assessor as vacant.

**C. Exclusions from Exclusivity**

While the following Collection services are part of this CONTRACT, CONTRACTOR does not have the exclusive right to perform these services.

**1. County Services – Abandoned Waste and Litter Collection Services**

This CONTRACT is not exclusive in regard to County Services. COUNTY reserves the right to use its own forces or to contract with any company to provide Task 2 County Service including Collection of Abandoned Waste or emptying public receptacles.

**2. Emergency Services**

This CONTRACT is not exclusive in regard to Collection of Solid Waste during emergencies, as described in Section 11. Under this Section, CONTRACTOR may be requested to perform work in other COUNTY Franchise areas, Garbage Disposal Districts, cities, or Counties. Likewise, other waste haulers may be requested to provide Solid Waste services within this Service Area.

**3. Single-Pass Accounts**

This CONTRACT is not exclusive in regard to Collection, transportation and Disposal/Diversion from Customers that request and are approved by Director for one truck for the Refuse, Recyclables, and Green Waste Municipal Solid Waste Services. See item M of Section 4 for single-pass details.

**4. Certain Organic Waste Collection**

**a. Micro-Haulers**

This CONTRACT excludes the exclusive right and privilege to Collect Organic Waste that Occupant provides to Director

approved/contracted Micro-Hauler. Director allows certain Customers to utilize Micro-Haulers to Collect, transport, and Divert part or all their Organic Waste that they generate, including but not limited to the collection of Manure, Landscaping, Food Waste.

Micro-Haulers are not to provide organic service to an Occupant equal to or more than one 64-gallon container collected weekly. Micro-haulers are not to exceed collection threshold of 3 tons of organic waste per month within the Service Area.

***b. Onsite Management***

This CONTRACT excludes the exclusive right and privilege to Collect Organic Waste that Occupant manages on the site where it is generated, such as onsite composting.

***c. Manure***

This CONTRACT excludes the exclusive right and privilege to Collect Manure. Manure may be Collected by CONTRACTOR or the County authorized hauler for the area.

**D. Definition of Rights**

In accordance with PRC Section 49523, based on the mutually satisfactory terms of providing Task 1 Services set forth in this CONTRACT and receipt of compensation therefore, CONTRACTOR shall cease providing Contract Services on the Expiration Date even if that Expiration Date should occur before the expiration of the period described in PRC Section 49520. This CONTRACT and acknowledgments in this CONTRACT do not foreclose COUNTY from re-procuring contracts for MSW Management Services, including from CONTRACTOR, after termination of this CONTRACT, by nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit or otherwise, with or without competitive bidding.

**E. Privacy (Contract Services)**

**1. General**

CONTRACTOR shall strictly observe and protect the rights of privacy of Customers and Occupants. CONTRACTOR shall not reveal to a Person other than COUNTY any information identifying individual Customers and Occupants or the composition or contents of a Customer's Solid Waste to any Person unless under Section 9 or upon the authority of law or upon valid authorization of the Customer. This provision may not be construed to excuse CONTRACTOR from its obligations to assist COUNTY in the preparation of Solid Waste characterization studies or waste stream

analyses, keeping Records, making Reports, or assisting COUNTY on meeting Federal, State, and local requirements.

**2. Mailing Lists**

CONTRACTOR shall not market or distribute mailing lists with the names and addresses of Customers and Occupants.

**3. Privacy Rights Cumulative**

CONTRACTOR'S obligations in this Section are in addition to any other privacy rights accorded Customers and Occupants under Applicable Law.

**F. Ownership of Solid Waste**

This CONTRACT does not purport to grant CONTRACTOR ownership over Solid Waste. The right to possession or ownership of Solid Waste placed at the Set-Out Site for Collection, including Green Waste, Food Waste, Recyclables, and Abandoned Waste, will be determined in accordance with existing law and is not affected by this CONTRACT. COUNTY acknowledges that it has no ownership rights in Solid Waste and that CONTRACTOR may provide for transfer of ownership in the Terms and Conditions.



## SECTION 2 - TERM OF CONTRACT

### A. Term of Contract Services

This CONTRACT is effective and binding on the Execution Date. It expires on the Expiration Date. Certain Performance Obligations survive expiration or termination of this Contract under subsection B below.

**“Commencement Date”** may be as early as December 1, 2023 for Mesa Heights.

**“Term”** is the period beginning on the Execution Date and ending on the Expiration Date plus any extensions.

**“Execution Date”** is the date both COUNTY and CONTRACTOR mutually sign this CONTRACT.

**“Expiration Date”** is any of the following days, as may be extended described in the following subsection A1 of this Section.

#### 1. Expiration of the CONTRACT Term

- June 30, 2035, for Mesa Heights GDD, or
- An earlier date that the Contract terminates in accordance with Part 6D of Exhibit 5.

#### 2. Extensions of the CONTRACT Term

Director shall have the sole option to extend the initial Term of this CONTRACT under the following subsections A3, A4, and A5.

#### 3. Two, 2-Year Renewals

Director may, in his sole discretion, renew the Term of this CONTRACT for up to two additional two-year periods.

#### 4. Twelve, 1-Month Extensions

Director may, extend the Term of this CONTRACT up to 12 times, each time in an increment of one to 12 months for a total of no more than 12 months. For example, the Director may first extend the Term for three months, subsequently extend it for two more months, and lastly extend it for one more month.

#### 5. Response to Emergency Extensions

In the event of a declared emergency lasting three months or longer and resulting in implementation of items 1, 2 and 3, of Section 11, item B,

Director may extend the CONTRACT Term by the duration equal to that of the duration of the implementation of no stop service, no late fees, and extended payments options set forth in item B6 of Section 11. See that section for more details.

**6. Contract Extension Cumulative**

The contract extensions are cumulative and may be exercised in any order. For example, after the end of the initial Term, Director may issue two 2-year extensions, one 3-month extension, followed by one 1-month extensions.

**7. Transition to Next Waste Hauler**

Certain obligations of CONTRACTOR survive the termination of this CONTRACT as provided under subsection B6 below.

**8. Notification to CONTRACTOR**

Director will Notify CONTRACTOR of the intent to extend or not extend this CONTRACT no later than the following:

- 90 calendar days before a 2-year extension begins
- 10 calendar days before a 30-day extension begins

**B. Obligations Upon Expiration or Termination of CONTRACT**

The following provisions will survive the expiration or termination of this CONTRACT:

**1. Acknowledgements**

All acknowledgments, including those in the following Sections:

- Item D of Section 1 (inapplicability of PRC 49520)
- Item C of Section 2 (no recovery of undepreciated asset value)
- Item A of Section 3 (no COUNTY responsibility for supervising or performing Task 1 Services)
- Item A of Section 9 (Record maintenance)
- Part 10 of Exhibit 5 (interpretation of this CONTRACT)

**2. Representations and Warranties**

All representations and warranties, including those made in accordance with the following Sections:

- Part 10 of Exhibit 5 with respect to review of this CONTRACT
- Item B of Section 14, Authority to Execute
- Attachment 5-9H, CONTRACTOR'S Representations and Warranties

**3. Indemnities**

All Indemnities.

**4. Payments**

All obligations to pay any due and payable monetary amounts or requests for those amounts, including:

- Payment of Transfer Deposits and Transfer Costs
- Damages under item D of Section 12
- Payment of County Service Fees under Exhibit 3A2
- Refund due to Customers that pay Customer Service Fees in advance of Customer Service

**5. Records and Reports**

All obligations to maintain and submit Records and Reports, including:

- The final Annual Report
- Information with respect to Solid Waste Facilities
- Copies of certificates of insurance or other evidence of coverage
- Records of Disposal
- Notice of Destruction of Records of Disposal
- Inspection and audit
- Records of Abandoned Waste Collection including supporting documentation

**6. Provisions Surviving Expiration Date**

Any other provisions of this CONTRACT and rights and obligations of the Parties stated to survive the Expiration Date, including:

- This subsection B6 (cooperation during transition; removal of Carts), and
- Subsection C (no recovery of undepreciated asset value).

***a. Cooperation During Transition***

If CONTRACTOR is not awarded a new CONTRACT to allow CONTRACTOR to continue to provide MSW Management Services substantially similar to Contract Services in this Service Area after the expiration or termination of this CONTRACT, CONTRACTOR shall cooperate fully with Director and the succeeding contractor, licensee, permittee, or other provider of MSW Management Services to assure a smooth, efficient, orderly, timely, and effective transition. This includes providing an accurate customer list with service level and special services such as roll out and special rates such as senior discounts.

***b. Removal of Carts***

With respect to Task 1 Services, CONTRACTOR shall not remove a Container from any Premises until the earlier of:

- The date any replacement Containers are provided to the Customer by succeeding contractor, or
- 4 weeks after the Expiration Date.

**7. Container Purchase Option**

COUNTY may purchase Containers as specified in item D11 of Exhibit 3A1.

**C. Undepreciated Assets**

If any of CONTRACTOR'S Service Assets remain undepreciated upon the expiration or earlier termination by COUNTY of this CONTRACT, CONTRACTOR has no right to recover amounts equal to the undepreciated asset value from COUNTY or Customers, and neither COUNTY nor Customers are obligated to compensate CONTRACTOR for any undepreciated asset value.

CONTRACTOR acknowledges that when exercising its option to extend the Expiration Date, COUNTY need not consider whether any Service Assets are not fully depreciated as of the Expiration Date, and that CONTRACTOR invested in and depreciated those Service Assets in CONTRACTOR'S sole discretion.

## **SECTION 3 - SCOPE OF SERVICES AND SPECIFICATIONS (Contract Services)**

### **A. Prescribed Scope**

#### **1. Task 1 Services**

With respect to Task 1 Services, CONTRACTOR shall arrange to provide services to Premises in the Service Area in accordance with Exhibit 3A1 to both the following:

- Any Person in the Service Area who was receiving service immediately prior to the Commencement Date from COUNTY's contractor under a previous contract with COUNTY,
- Any Person who requests Task 1 Services

#### **2. Task 2 Services**

With respect to Task 2 Services, CONTRACTOR shall provide services to Director in accordance with Exhibit 3A2.

#### **3. Additional Contract Services Requirements**

With respect to additional Contract Services, CONTRACTOR shall provide services in the Service Area to Director in accordance with Exhibit 3A3.

#### **4. General**

Contract Services include providing Goods, Services, and Property necessary to meet Performance Obligations, including:

- Labor and supervision;
- Software and hardware, including Records of Customer subscription and complaints, billing, and routing, and system utilized by Director to track Task 1 and Task 2 Services;
- Leases; subleases; installment purchase agreements, including with respect to Vehicles and Carts;
- Equipment, including Vehicles, Carts, or other Containers (such as for special events);
- Supplies;
- Insurance, bonds, or other performance security if the insurer, surety, or another provider is an Affiliate or a captive of CONTRACTOR or any Affiliate;
- Maintenance and Office-administration facilities, and their contents,
- Legal, risk management, general, and administrative services.

CONTRACTOR must provide Contract Services in accordance with Service Specifications and Service Standards. Nevertheless, CONTRACTOR has the

freedom and discretion to determine the means, manner, or method of providing Contract Services. CONTRACTOR acknowledges that in entering into this CONTRACT, COUNTY is not responsible for supervising CONTRACTOR or for performance of any Contract Services. CONTRACTOR is responsible for choosing the Solid Waste Facilities, unless otherwise directed by COUNTY. In addition, COUNTY is not the owner or titleholder of any material Collected, transported, Disposed of, or otherwise handled by CONTRACTOR.

Any work performed outside the Performance Specifications without Director's prior written approval will be deemed to be a gratuitous effort by CONTRACTOR. CONTRACTOR shall have no claim against COUNTY for any consequential or related liabilities.

## **B. Change in Scope of Services**

### **1. Task 1**

Director may change the scope of Task 1 Services and Service Standards in accordance with Part 9 of Exhibit 5, subject to any adjustment in the Customer Service Fees in accordance with item A of Section 7.

### **2. Task 2**

Director may change the scope of Task 2 Services and Service Standards in accordance with Part 9 of Exhibit 5, subject to any adjustment in COUNTY Service Fees in accordance with Attachment 7-3 Task 2 Service Fees.

## **C. Vehicles**

### **1. General**

CONTRACTOR shall provide Vehicles of appropriate numbers, sizes, capacities, and functions required for the efficient Collection of different types of Solid Waste, such as Refuse, Recyclables, Organic Waste, Bulky Items, and Abandoned Waste. This includes any special vehicles necessary due to obstacles such as tree branches, narrow roads, congested areas, and steep hills. CONTRACTOR shall also provide non-compacting Vehicles for the Collection of E-waste, white goods and any other material that contains chlorofluorocarbons. Vehicles shall be so constructed such that Solid Waste or liquids will not blow, fall, sift, or leak out of the truck into the street. CONTRACTOR shall equip Vehicles with a shovel, broom, and petroleum absorbent agents. CONTRACTOR shall comply with any additional requirement with respect to the Vehicle as set forth in Exhibit 3A3.

### **2. Automation**

CONTRACTOR shall Collect Refuse, Recyclables, and Organic Waste in automated Collection Vehicles, except CONTRACTOR may Collect the following materials in non-automated Collection Vehicles:

- a. Bulky Items including E-waste
- b. Christmas trees
- c. Solid Waste discarded at Set-Out Sites that are Difficult to Service

### 3. Fuel/Power

Vehicles used for automated Collection must use Liquid Natural Gas (LNG), Compressed Natural Gas (CNG), Renewable Natural Gas (RNG), electric, or other alternatives to diesel fuel, as approved by Director unless Contractor Documentation provides otherwise with respect to Collection at Premises that are difficult to serve as permitted in item O of this Exhibit.

CONTRACTOR shall procure RNG derived from recycled Organic Waste that meets SB 1383 regulations Section 18993.1(h) requirements in the amount of, at least, 25% of their total fuel usage for servicing the Service Area. CONTRACTOR shall agree that the COUNTY has the sole right to report this RNG procurement towards the COUNTY's fulfillment of its annual recovered Organic Waste product procurement target defined in accordance with 14 CCR Section 18993.1. CONTRACTOR shall maintain records of all fuel contracts and purchases and provide to Director upon request in addition to fulfilling reporting requirements stipulated under item A2 of Section 10, Reports.

CONTRACTOR may propose an alternative procurement plan, as listed in item Q of Exhibit 3A1, with justification for why RNG procurement is not feasible or reasonable, provided the plan meets the 0.08 tons of Organic Waste per resident in the Service Area per year, required in SB 1383, Section 18993.1(c). Implementation of such plan is subject to Director approval.

### 4. Extra Vehicles

CONTRACTOR shall maintain enough back-up Vehicles to replace similar types of Vehicles in the event of breakdowns, and emergencies. Director may specify a minimum number of backup Vehicles.

### 5. Maintenance

CONTRACTOR shall maintain Vehicles reasonably clean, and in good mechanical condition, and well painted, all to the satisfaction of Director. CONTRACTOR shall maintain Records of inspections and maintenance of all mechanical equipment that CONTRACTOR uses to provide Contract Services, including Vehicles. CONTRACTOR will use Vehicles that are safe to operate, in accordance with the requirements promulgated by

COUNTY Department of Public Health, California Highway Patrol, South Coast Air Quality Management District, manufacturer, and all other applicable Federal, State, County, and local laws and regulations. CONTRACTOR shall allow Director to view all inspection and maintenance Records and shall provide Director with those Records upon request.

CONTRACTOR is not required to provide new Vehicles on the Commencement Date or to retire Vehicles of any specified age. However, CONTRACTOR shall not operate Vehicles that repeatedly breakdown or leak. CONTRACTOR shall replace a Vehicle that Director determines to be of unsatisfactory operating condition, such as one that is frequently breaking down and delaying services, leaking fluids, making excessive noise, or exhibiting other significant issues identified by Director.

**6. Vehicle List**

CONTRACTOR shall use only Vehicles that have been submitted to and approved by Director. CONTRACTOR shall submit a complete list of Vehicles, including back-up Vehicles, using Form V, accessible through Director's Solid Waste Information Management System (SWIMS) or similar system as directed by DIRECTOR, and update it as Vehicles change.

**7. Vehicle Billboards**

CONTRACTOR shall equip automated Collection Vehicles with frames on both sides capable of securing signs measuring approximately 30 inches by 90 inches or another dimension approved by Director. CONTRACTOR shall design, print, and install signs on each frame promoting Recycling, Diversion and safe handling of Unpermitted Waste or other topics as requested by Director, with text, graphics, and design approved by Director, up to six times throughout the CONTRACT term. CONTRACTOR shall ensure that the appropriate Director-approved signs are affixed to the Vehicle always. Director reserves the right to interchange any of the six signs up to four times per Contract Year. CONTRACTOR shall not use the billboards for commercial advertising. Item B3 of Exhibit 16 includes examples of sign designs.

**8. Company Name**

CONTRACTOR's name or other name, as approved by Director, and logo shall appear on all Vehicles.

**9. Vehicle Monitoring**

In all Vehicles used for Collection of Task 1 or Task 2 Services, including monitoring, CONTRACTOR shall install devices to monitor Vehicles' operations, including Global Positioning Systems (GPS) that record Vehicle's route and at a minimum, a video equipment capable of capturing



forward facing footage and a Solid Waste footage as it falls into the automated Collection Vehicle, unless Director consents otherwise. Video and location monitoring is required when maintaining Hot Zones, both for the monitoring and Collection. A side-facing footage is not required for the Collection of Abandoned Waste or Bulky Items or Hot Zone monitoring. Monitoring equipment must be recording once a Vehicle leaves the yard during days of operation. Providing access to live streaming of video or GPS data to Director is not required but CONTRACTOR must provide COUNTY any software or licenses required to view recording or data.

Reports submitted to Director are to include maps of the vehicle's location with times as recorded based on the pinging and the video captured by the cameras, both with time and date stamps.

On a weekly basis, Director may request copies of Reports for one specific location and a second location within a Hot Zone, if applicable to the Service Area. This will typically be for one block of a street or alley. Director may request additional locations if Director suspects that the terms of the CONTRACT are being violated. For example, a high number of missed Collections or complaints of Collection after 6 pm would be an indicator for requesting additional Reports.

On a monthly basis, Director may request a copy of Reports for one entire Refuse, Recyclables, and Organic Waste Collection route that a specific Collection Vehicles travel in one day. This will typically be from the time the Vehicles leaves the yard until it returns at the end of the day. Director may request additional locations if Director suspects that the terms of the CONTRACT are being violated.

CONTRACTOR shall provide copies of Reports within two business days of receiving Director request. Request may be for a specific time or a geographic location (e.g. between 10:00 a.m. and 11:00 a.m., or 1200 block of Main St.). CONTRACTOR's failure to provide Reports requested by Director within time specified by Director may be considered an admission of fault for the purposes of assessing Liquidated Damages. For example, if CONTRACTOR does not give Director a requested Report, within a period specified by Director, to verify that a Vehicle Collected all Containers on an identified block, Director may assume that CONTRACTOR did not Collect those Containers and assess Liquidated Damages.

***a. Video Equipment***

Video must be geotagged for location, time/date stamped, and at a resolution adequate to clearly identify the location being serviced and typically not less than 1280 x 720 at 30 frames per second. Recording of the video must be segmented for each Collection and not continuous for the entire route. Video must be geo-tagged to each Collection.

CONTRACTOR shall retain all videos in an electronic format for a minimum of 14 calendar days, or other duration as approved by Director.

(1) *Forward Facing Footage*

CONTRACTOR's automated Collection Vehicles shall be equipped with a video camera capable of capturing images that are forward facing, or angled slightly to the right, to validate service complaints such as missed Collections and other items that may be of interest to Director.

(2) *Waste Collection Facing Footage*

CONTRACTOR's automated Collection Vehicles shall be equipped with a video camera to validate Occupant compliance with County Disposal practices and applicable laws. Footage is to face forward on a front-loading Vehicle and toward the curb/passenger side for side-loading Vehicles. Video may be of interest to Director for use in conducting route reviews and contamination investigations.

***b. Global Positioning System (GPS)***

GPS data will be maintained by CONTRACTOR either directly or through a third-Party service. The GPS shall be able to track a Vehicle's route with lines or dots superimposed on a map.

The GPS shall gather the following data: date, time, speed, direction, location (address) and shall be able to generate Reports. CONTRACTOR shall retain all data for a minimum of 90 calendar days or other duration approved by Director.

The minimum locate schedule (ping frequency of occurrence that GPS data is received from the Vehicle) shall be at least every one minute for fully automated Collection and at least every ten seconds for other Collection Vehicles, when within the Service Area.

**10. Special Vehicles**

See Exhibit 3A3 for possible special Vehicle requirements in this Service Area. This is likely only for areas with significant mountainous terrain.

**11. No Comingling of Abandoned Waste and Bulky Items**

CONTRACTOR shall use separate Vehicles for the Collection of Abandoned Waste and Bulky Items. This is necessary to allow

CONTRACTOR to report the tonnages of each type of waste. However, Director may consider approving comingling in Service Areas with the following circumstances:

- Small quantities of Abandoned Waste, or
- Rural areas where the distance between Occupants is great, or
- Rural areas where the road condition is poor.

If approved, CONTRACTOR must estimate the percentage based on weight of Abandoned Waste and Bulky Items collected, such as 75 percent of the load was Abandoned Waste with daily tonnages and percentages tracked for Reporting.

## SECTION 4 - SERVICE STANDARDS

### A. Public Health and Safety; Nuisances (Contract Services)

CONTRACTOR shall immediately Report to Director any public health and safety or nuisances listed below. All cleanups are immediate, including those outside normal working hours.

#### 1. Litter

CONTRACTOR shall immediately clean up all litter it caused. If CONTRACTOR services an over-filled Container where the lid cannot be closed, any litter must be cleaned.

When Collecting any Bulky Item or Abandoned Waste, CONTRACTOR shall also clean up all litter within a 3-foot radius of the site from which CONTRACTOR Collected the Bulky Item or Abandoned Waste. CONTRACTOR shall ensure that each Vehicle is properly staffed and equipped for this purpose.

#### 2. Spills

CONTRACTOR shall enclose or cover Solid Waste that it transports in Vehicles, debris boxes, hoppers, compactors, or any other containers. CONTRACTOR shall prevent Solid Waste from escaping, dropping, spilling, leaking, blowing, sifting, falling, or scattering from Vehicles ("Spills") during Collection and transportation. CONTRACTOR shall not transfer loads from one Vehicle to another Vehicle unless necessitated by mechanical failure or accidental damage to a Vehicle. CONTRACTOR shall immediately clean up any Spills on any alley, street, or public place.

#### 3. Leaking

CONTRACTOR shall prevent oil, hydraulic fluid, paint, water, or other liquids from leaking from its Vehicles. CONTRACTOR shall ensure that each Vehicle carries petroleum absorbent agents and other appropriate cleaning agents and if any liquid leaks from a Vehicle, CONTRACTOR shall immediately cover, treat, or remove the liquid materials from the ground, as necessary, and apply the necessary cleaning agent to minimize the adverse impact of the liquid materials. Remediation may include power washing, if deemed necessary by Director.

#### 4. Noise

CONTRACTOR shall conduct Collection as quietly as possible, in compliance with noise levels prescribed by Applicable Law, including County Code Section 12.08.520-Refuse Collection Vehicles.

CONTRACTOR shall cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the Service Area.

While on Residential streets, CONTRACTOR shall minimize the noise for horses in the Public Right-of-Way. The Collection vehicle shall park and not operate the Collection arm or compact the load while within 100 feet of a horse that is walking in the Public Right-of-Way.

## **B. Private Property (Task 1 Services)**

CONTRACTOR shall obtain property owner consent to enter private driveways, alleys, streets, and parking lots in cases such as:

### **1. Private Property**

#### ***a. Acknowledgements***

CONTRACTOR acknowledges the following: Although there may be an implied waiver to access the front of Premises, a written consent may be advisable to access a side or rear yard. Additionally, private streets and driveways may not meet COUNTY's design standards and may not adequately withstand the weight of a Collection Vehicle.

#### ***b. Damage to Pavement: Waiver***

If CONTRACTOR operates Vehicles on private property, following Director approval, CONTRACTOR may require the property owner to allow CONTRACTOR'S entry and waive liability for CONTRACTOR'S damage to driveways or other pavement, in a form satisfactory to Director. CONTRACTOR is not obligated to require a waiver. A waiver will not relieve CONTRACTOR of its obligation to repair or replace damaged pavements if it caused the damage by its negligent or willful acts or omissions under Part 9C of Exhibit 5.

#### ***c. Personal Injury: Indemnity***

If CONTRACTOR enters private property whether in a Vehicle or by foot (for example to provide roll-out service), following Director approval, CONTRACTOR may require the property owner to hold harmless and indemnify CONTRACTOR in form satisfactory to Director. In that event, CONTRACTOR shall also require the property owner to hold harmless and indemnify COUNTY.

#### ***d. CONTRACTOR Indemnifies COUNTY***

Despite receiving COUNTY approval, CONTRACTOR shall indemnify and hold COUNTY harmless from liabilities related to entering

Customers' Premises, whether CONTRACTOR acts in compliance or noncompliance with this Contract. This indemnification is in addition to CONTRACTOR'S other Indemnifications.

**2. Single-Pass Collection**

If Customers request single-pass Collection (commingling of Refuse, Recyclables, and Organic Waste) on private alleys, streets, and parking lots, CONTRACTOR shall submit a request to Director in accordance with item M of Section 4, Single-Pass Collection.

**C. Non-Collection (Contract Services)**

CONTRACTOR is not obligated to Collect in any of the following events but must Report events to Director:

**1. Unpermitted Waste**

CONTRACTOR observes the presence of Unpermitted Waste at the Set-Out Site other than any Unpermitted Waste that CONTRACTOR Collects as Bulky Items;

**2. Unsafe Condition**

CONTRACTOR observes an unsafe condition at the Set-Out Site.

**3. Not Bagged or Bundled**

Solid Waste not placed in a Container, bags or bundles. Bulky Items do not need to be placed in a Container, bag, or bundle.

**4. Not At Set-Out Site**

A Container or a Bulky Item that is not placed at the Set-Out Site, except if a Customer has Roll-Out Service.

**5. Exceed Weight Limitations**

A Container exceeds any weight limitations described in Terms and Conditions.

**6. Delinquent Payment**

The Customer has not timely paid CONTRACTOR'S invoice for additional Task 1 Services in accordance with to item B7 of Section 7. One week prior to removing a Container for nonpayment of Customer Service Fees, CONTRACTOR shall also leave a notice for Occupants on a Container and call, e-mail or text Customer stating the deadline for payment.

**7. Inaccessible Premises**

The Premises are not accessible to Vehicles.

**8. Contamination**

***a. Recyclables Containers***

Refuse, Organic Waste, or Manure in a Recyclables Container.

***b. Green Waste Containers***

Refuse, Recyclables, or Manure in a Green Waste Container unless Manure is specifically allowed.

***c. Refuse Containers***

Manure in a Refuse Container.

***d. Manure Containers***

Refuse, Recyclables, or Organic Waste in a Manure Container unless Green Waste or Food Waste is specifically allowed.

**9. Unscheduled**

Unscheduled excess Refuse, Green Waste, Bulky Items, and E-waste in areas requiring advanced scheduling for collection under Exhibit 3A1. CONTRACTOR shall call, e-mail, or text Occupant by next Service Day to:

- Notify of the non-collection,
- Educate and explain why waste was not Collected, and
- Schedule the Collection.

If CONTRACTOR does not Collect Occupant's discarded Solid Waste, it shall complete a non-Collection notice and leave it securely attached to Occupant's Container or Bulky Items unless it is unsafe to do so. CONTRACTOR will use the form of non-Collection notice approved by Director in CONTRACTOR Documentation. The form must describe all the following:

- The reason CONTRACTOR did not Collect Occupant's Solid Waste,
- How the Customer can correct the problem, and
- How the Customer can contact CONTRACTOR.

Additionally, if the Occupant of the serviced Premises has signed up for electronic messages, such as the Smart-eClub, CONTRACTOR shall send a text or e-mail to the Occupant.

CONTRACTOR shall Collect the Customer's Solid Waste without additional cost to the Customer at the following times:

- **Same day:** no later than 6 p.m. on the day CONTRACTOR left the Non-Collection notice, if the Customer notifies CONTRACTOR before 12 p.m. that same day, or
- **Next day:** on the next day, if the Customer notifies CONTRACTOR after 12 p.m. that same day.

**D. Nondiscrimination**

CONTRACTOR shall comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e-2000e(17). CONTRACTOR shall not exclude any Customer from receiving Contract Services on the grounds of race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation. It shall not exclude them from participating in, deny them the benefits of, or otherwise subject them to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.

**E. CONTRACTOR Waste Reduction Practices (Contract Services)**

Consistent with the Board of Supervisors' policy to reduce the amount of Solid Waste Disposed in landfills within COUNTY, CONTRACTOR shall use best efforts to practice waste reduction and implement procurement policies in providing Contract Services, including maintaining Records. In written correspondence with Customers and Director, CONTRACTOR shall use recycled paper that is labeled to indicate its recycled content.

CONTRACTOR shall offer Customers the option to go paperless by joining the Smart-eClub in item C2 of Section 6.

**F. Customer Correspondence and Other Materials (Task 1 Service)**

CONTRACTOR shall submit to Director for approval, written materials CONTRACTOR intends to distribute to Customers at least eight County Business Days before printing, texting, e-mailing, or mailing the materials.

At Director's request CONTRACTOR shall distribute written information to its Customers and Occupants by including it within CONTRACTOR's mailings or by separate electronic distribution.

**G. Publicity and News Media Relations**

**1. Publicity**



Unless otherwise required by subsection F or subsection G.2, CONTRACTOR and its Affiliates, employees, consultants, agents, or subcontractors may, without Director consent, publicize its Contract Services or indicate in its proposals and sales materials that it has been awarded this CONTRACT to provide Contract Services, if CONTRACTOR develops that publicity, proposals, or sales materials in a professional manner.

Neither CONTRACTOR nor any of its Affiliates, employees, consultants, agents, or Subcontractors may publish or disseminate commercial advertisements, news or press releases, opinions or feature articles using the name of COUNTY without the prior written consent of COUNTY'S Chief Executive Officer and County Counsel.

## **2. News Media Relations; Trade Journal Articles**

CONTRACTOR shall notify Director by telephone followed by e-mail of all requests for news media interviews related to the Contract Services (and not other communities) within 24 hours of receiving the request. Before responding to requests involving matters other than the Collection programs and scope of Contract Services, CONTRACTOR shall discuss CONTRACTOR'S proposed response with Director.

CONTRACTOR shall submit copies of CONTRACTOR'S draft news releases or proposed trade journal articles related to Contract Services to Director for prior review and approval at least four County Business Days in advance of release.

CONTRACTOR shall give Director copies of media interviews and news releases related to Contract Services within four County Business Days of their occurrence.

## **H. Responsiveness to County (Contract Services)**

CONTRACTOR shall meet the following standards:

### **1. Normal**

Respond to COUNTY communications such as telephone messages, text messages, and e-mails no later than the next COUNTY Business Day. Acknowledge, at a minimum, that the CONTRACTOR has received the communication and provide an estimated time for a full response if the communication's issue cannot be immediately resolved.

### **2. Special Events**

Respond to telephone message within one hour during special events, such as Mulch and Compost Giveaway Events and Annual Cleanup Events.

**3. Emergency Telephone Messages**

Respond to any telephone message within one hour in cases of emergencies as required under item J1 of Section 4.

**4. Written Correspondence**

Respond to written correspondence from Director within one week of receipt.

**5. Meetings**

Meet with Director during Director's Office Hours within one week of Director's oral or written request at Director's offices or other location requested by Director.

**I. No Commingling of Solid Waste**

**1. No Commingling Between Areas (Contract Services)**

CONTRACTOR may not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects with the Service Area with any other Solid Waste that it Collects outside the Service Area in cities, counties, or other unincorporated areas, without prior written consent of Director.

For example, Director may allow Food Waste to be Collected from multiple jurisdictions to make Collection routes more efficient and therefore more cost effective. Additionally, Director may consider allowing commingling of Solid Waste during emergency situations.

Director may require documentation such as records of Customers, including Container capacities, in cities and in the Service Area, respectively. CONTRACTOR shall maintain Records with respect to Solid Waste collected in the Service Area separately from records with respect to Solid Waste collected outside the Service Area, including its weight.

**2. No Commingling of Different Materials (Task 1 Service)**

CONTRACTOR may not commingle, in its Vehicles or otherwise, any Solid Waste that it Collects with any other type of Solid Waste that it Collects within the Service Area, without prior written consent of Director, as detailed in item M of this Section. For example, if a Vehicle is on its route Collecting Refuse, it may not Collect Recyclable or Green Waste until after it has emptied its Refuse load at the approved facility. Additional requirements are in item G2 of Exhibit 3A1.

## J. Key Personnel (Contract Services)

CONTRACTOR acknowledges that it identified certain personnel and described their professional experience and qualifications in the proposal it submitted to Director about the procurement of this CONTRACT, and that COUNTY awarded this CONTRACT to CONTRACTOR based in part on those individuals' experience and qualifications. CONTRACTOR shall identify those personnel ("Key Personnel") in CONTRACTOR Documentation, Exhibit 17.

CONTRACTOR shall notify Director immediately of changes or upcoming changes in Key Personnel, including the professional experience and qualifications of the individual CONTRACTOR proposes to serve in place of a departing Key Personnel. Director may request CONTRACTOR to propose an alternative individual to serve in the position of the departing Key Personnel.

### 1. Emergency Telephone Number

CONTRACTOR shall maintain a local emergency telephone number disclosed to Director for use by Director outside CONTRACTOR Office Hours. CONTRACTOR shall make a representative available at the emergency number outside CONTRACTOR Office Hours who will return any emergency call as soon as possible and in any event within one hour.

### 2. Lead Person

CONTRACTOR shall assign a lead person(s), such as a route supervisor, to this Service Area. The lead person shall be responsible for ensuring that CONTRACTOR meets Performance Obligations. They shall spend as much time as possible in the Service Area. They shall act as a liaison between field crew and Director.

## K. Uniforms (Contracts)

CONTRACTOR shall require its field employees to wear uniforms and prohibit them from removing any portions of their uniforms while providing Contract Services. Uniforms must meet the following specifications:

- Bear the CONTRACTOR's name, or other name approved by Director (for example, a DBA instead of a corporate name), and
- CONTRACTOR'S logo.

## L. Confidentiality (Contracts)

CONTRACTOR shall maintain the confidentiality of all records obtained from Director under this CONTRACT in accordance with all Applicable Law. CONTRACTOR shall inform all its officers, employees, agents, and Subcontractors providing Contract Services of this confidentiality obligation.

CONTRACTOR acknowledges that these records may be subject to a Public Records Request made to COUNTY.

**M. Single-Pass Collection (Task 1)**

CONTRACTOR shall obtain Director's approval prior to implementing single-pass service. "Single-pass service" means that Occupants may commingle and discard Refuse, Recyclables, and Organic Waste, and CONTRACTOR may Collect them in the same Container. CONTRACTOR shall remove Recyclables and Green Waste Containers.

After Collection, CONTRACTOR must separate those commingled Solid Waste materials at a high diversion materials recovery facility that complies with SB 1383 requirements and Divert them. CONTRACTOR shall maintain weight Records of commingled Solid Waste separately from weight Records of source-separated Solid Waste.

**1. Approval**

Customers may request single-pass service on private alleys, streets, and parking lots. CONTRACTOR may request single-pass service on unpaved, extremely narrow, or steep roads and other places where it is difficult to Collect with Collection Vehicles used elsewhere in the Service Area. Requests must include the following:

- Proposed addresses,
- Written consent from all Customers affected by the single-pass, and
- Notification to Occupants residing on the Premises being serviced.

**2. Vehicles**

Depending on the number of Occupants approved to use the service, CONTRACTOR may consider using standard Collection Vehicles to empty the Containers at the Set-Out Site or a vehicle such as a pickup or stake bed truck to bring empty Containers to the Occupants and transport the full Containers to an approved facility for processing.

**3. Fee**

If approved by Director, CONTRACTOR may charge Customers the additional fee for the Customer Service Fees provided on the Attachment 7-2, Task 1 Service Fees of Exhibit 7. CONTRACTOR shall continue to charge the monthly fee for Basic Service but may add the additional fee for each comingled Container requested by Customer. The fee shall be separated into two components.

- Disposal/Diversion - This is the expense related to process the waste at a more expensive facility. It may be charged to each Customer, per Container
- Transportation - This is the added expense related sending one special truck from CONTRACTOR's yard to the Service Area and then to the High Diversion MRF. It may be charged as a cost shared equally by all single-pass service Customers.

For example, if one block with 12 homes on a private road was approved to use the service and each Customer requested two Containers for mixing Refuse, Recyclables, and Organic Waste. Assuming CONTRACTOR had bid \$10 per Container for Diversion/Disposal and \$250 for transportation, the cost billed to each home would be the Basic Service Fee +  $(2 \times \$10) + (\$250/12) = \$40.83$ . Similarly, if there were only 2 homes, the cost billed to each home would be the Basic Service Fee +  $(2 \times \$10) + (\$250/2) = \$145.00$ .

## **SECTION 5 -        ADDITIONAL CONTRACT PROVISIONS**

Exhibit 5 contains additional CONTRACT provisions that are incorporates by reference into the CONTRACT. Exhibit 5 includes the following parts:

- Part 3 General CONTRACT Requirements
- Part 4 Indemnifications and Insurance
- Part 6 Debarment Breaches and Defaults; Suspensions; Termination
- Part 8 Transfer of CONTRACT
- Part 9 General Provisions
- Part 10 Definitions and Interpretations of CONTRACT
- Part 11 Compliance with Laws and Regulations
- Part 12 Labor-Related Provisions Required in County Contracts

## **SECTION 6 - CUSTOMER SERVICE (Task 1 Services)**

### **A. Facilities**

CONTRACTOR shall maintain both the following:

- A Vehicle maintenance yard, and
- Office at the address provided in CONTRACTOR Documentation.

CONTRACTOR may change the address by notifying Director in accordance with item A6 of Exhibit 17.

### **B. Telephone Service**

CONTRACTOR shall maintain a toll-free telephone number and meet the following criteria:

#### **1. Office Hours**

CONTRACTOR shall provide a customer service representative to personally answer all calls to the toll-free number during CONTRACTOR Office Hours, including calls from Director, Customers, Occupants, and the public.

#### **2. After Hours**

CONTRACTOR shall provide an answering machine to answer all calls to the toll-free number outside of CONTRACTOR Office Hours that allows callers to leave messages, such as reporting missed pick-ups and other complaints. CONTRACTOR shall further comply with County Code Section 20.72.160.

#### **3. On Hold Messaging**

CONTRACTOR shall use Reasonable Business Efforts to broadcast public education messages while Customers are waiting on hold to talk to a customer service representative.

#### **4. Telephone Tree**

CONTRACTOR shall require no more than two recorded options on a telephone tree before the caller speaks to a live customer service representative (for example, English/Spanish and residential/commercial service choices).

**5. Answer Speed**

CONTRACTOR shall use Reasonable Business Efforts to answer the telephone within four rings. CONTRACTOR shall answer 90 percent of all calls within the first 4 rings.

If Director determines that CONTRACTOR does not meet these Service Standards, Director may require that CONTRACTOR install additional telephone lines, hire additional customer service representatives, and make other customer service improvements without increasing Service Fees. This determination will be based on whether the CONTRACTOR answers calls:

- Within five rings, based on at least three calls within one week, or
- 10 calls within one month.

**6. Bilingual**

CONTRACTOR shall respond to Customers and Occupants in English or Spanish as requested by the Customer or Occupant. Director may also require reasonable access to other languages such as through a translation service.

**7. Knowledgeable Staff**

CONTRACTOR shall provide customer service representatives with a knowledge of basic services in the CONTRACT. A supervisor with extensive CONTRACT knowledge is to be available to respond to questions or concerns by callers.

A representative answering a regional or nation-wide hotline with no CONTRACT specific training is not acceptable. Also, calling someone back after researching the correct answer is acceptable but providing the wrong information due to a lack of adequate training is not acceptable.

**8. Hold Time**

CONTRACTOR shall have adequate customer service representatives to ensure Customers are not on hold for more than 10 minutes.

**C. Paperless/Electronic Information and Services**

**1. Website**

CONTRACTOR shall develop and maintain a website that includes the following information and Service options:



**a. Service Information**

Information such as Terms and Conditions form or service information, service brochures, newsletters, FAQ's, Holiday schedules, Christmas tree pick-up information, service changes, invoice explanations, allowable and forbidden discards, list of recyclable materials, educational and outreach materials, notifications, alerts, and other information requested by Director.

**b. Bill Payment**

The ability for Customers to review and pay their bills for Additional Customer Services under item B3 of Section 7, if they subscribe to Smart-eClub.

**c. Service Requests**

Requests for service collection that is not regularly scheduled, including on-call bulky waste collection, requests for extra pickups, and service cancellations.

**d. Contact Us**

CONTRACTOR's contact information where Customers can register complaints and follow-up on complaint resolution.

**e. Link**

Link to Director's website, CleanLA.com.

**2. Smart-eClub**

To reduce paper waste and reach more readers, CONTRACTOR shall offer both the owners and occupants of serviced Premises the option to join the Smart-eClub. CONTRACTOR shall offer Customers the following Smart-eClub options:

- Receiving service information described in preceding item C1a electronically, subsequently switching back to paper;
- Electronic billing under preceding item C1b;
- Making service requests under preceding item C1c; and
- Contacting CONTRACTOR under preceding item C1d.

CONTRACTOR shall give all educational messages and the template for service messages to Director for approval prior to sending to Customers. Upon Director's request, CONTRACTOR shall send messages provided by Director.

**3. E-mail Address**

CONTRACTOR shall maintain an e-mail address for use by Customers and Occupants. Emails must send an initial acknowledgement within 24 hours of receipt on business days, and response to address issues raised within 2 business days.

**D. Responses to Customer Complaints and Other Correspondence**

**1. Resolution of Complaints**

***a. Call/E-mail for Service***

CONTRACTOR shall maintain an e-mail address under preceding subsection C3 and telephone service under subsection B of this Section.

A call or e-mail from a Customer or Occupant to request a service or report an issue, such as a damaged container, is not considered a complaint.

***b. First Complaint***

CONTRACTOR shall address all Customer and Occupant complaints immediately and resolve them by the end of the next Service Day following Customer or Occupant contact or any reasonable time agreed upon between Customer or Occupant and CONTRACTOR. A Customer or Occupant should not have to call or e-mail to complain on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR, such as a damaged Container was not repaired or replaced as committed.

***c. Second and Subsequent Complaints***

A Customer or Occupant should never have to call or e-mail to complain a second time on the same issue because CONTRACTOR did not resolve it as previously committed by CONTRACTOR.

**2. Communications Log**

CONTRACTOR shall enter, log, and maintain Records of all communications and their resolution, in computerized format and in compliance with County Code Section 20.72.160. CONTRACTOR shall maintain that log. CONTRACTOR shall submit the log for the applicable quarter to Director with CONTRACTOR'S Quarterly Report under item A2 of Section 10.

### **3. Missed Collections**

If Director, a Customer, or an Occupant notifies CONTRACTOR that CONTRACTOR has not Collected an Occupant's Solid Waste and not met its Performance Obligation, CONTRACTOR shall Collect at no additional charge:

- No later than 6 p.m. on the day of service, if it receives the complaint by 12 p.m.; or
- On the next service day, if the complaint is received after 12 p.m. on the day of service.

### **4. County's Reimbursement Costs**

If COUNTY employees or their contractors spend more than either of the following times resolving Customer complaints, then CONTRACTOR shall reimburse COUNTY its Reimbursement Costs that COUNTY incurred to resolve the complaint:

- Two hours in the aggregate resolving complaints from any single Customer that the Customer states have previously been filed with CONTRACTOR, or
- More than one hour in any work week (Monday through Friday) resolving complaints from different Customers.

The invoice for Reimbursement Costs should include all the following information:

- The address of the Premises being serviced,
- Customer who complained,
- Nature of complaint,
- Amount of time spent,
- Costs, including hourly fees for employees, agents or contractors who addressed the complaints, and
- Expenses, including phone and postage costs.

## **E. Service Interruption**

CONTRACTOR shall monitor the Public Works Road Closure website (<http://pw.lacounty.gov/roadclosures/>) for conditions that may cause service interruptions. CONTRACTOR shall not alter or interrupt its service schedule without Director consent.

CONTRACTOR shall alert all Customers and Occupants of any Director-approved interruption in service and when service will resume. CONTRACTOR may use

any type of communication, including phone blast, e-mail blast, and text messaging. Examples of interruption include various reasons, such as road closures, extreme weather conditions, or breakdown of CONTRACTOR equipment.

#### **F. Responsiveness to Customer**

Respond to communications such as telephone messages, text messages, and e-mails to the source that made contact no later than the next business day. If CONTRACTOR is unable to directly address the issue, CONTRACTOR shall respond with an acknowledgement to confirm receipt of message and indicate when the issue will be addressed.

Respond to United States Postal Service, Federal Express, or other courier provided correspondence from Customers or Occupants within one week of receipt.

#### **G. Setting Up or Terminating Service**

##### **1. New Customers**

- Obtain contact and service location information
- Explain services and charges
- Mail brochure
- Offer additional Bulky Item Collection upon move-in/out
- Offer Smart e-Club (paperless)
- Deliver Containers
- Explain Organic Waste Diversion requirements and offer in-home Food Waste container

##### **2. Terminating Service**

- Offer Bulky Item Collection
- Explain what to do with Containers
- Explain refund procedure for any prepaid services

## SECTION 7 - SERVICE FEES AND BILLING

**Basic Service** means Customer Services including the once per week Collection frequency in item B3 and the one 96-gallon Refuse, one 96-gallon Recyclables, and one 96-gallon Green Waste Containers in item D, but without any Additional Customer Services.

**County Service Fee** means the fees that CONTRACTOR bills COUNTY for providing Collection with respect to County Services.

**Customer Service Fee** means the Basic Service Fee and Customer Surcharges in the Customer Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

**Customer Surcharges** means the amounts listed as "Surcharges" on the Service Fee Schedule, Attachment 7-2, Task 1 Service Fees.

**Basic Service Fee** means the monthly charges that CONTRACTOR bills a COUNTY for providing Collection with respect to Customer Services, without additional optional services.

Garbage Disposal Districts are structured so that property owners pay for their Basic Services through fees that are collected on their property taxes. CONTRACTOR shall invoice COUNTY and not Customers for that portion of the Contract Services.

The CONTRACTOR's bid on form PW-2.1-2.2, Schedule of Prices in Attachment 7-5, specifies the flat monthly payment rate for which the CONTRACTOR has agreed to perform the Customer Services described and specified herein upon commencement of this CONTRACT. Said monthly payment rate shall be referred to hereinafter as the initial monthly payment rate and shall be based upon the Refuse Units of the Service Area at the time the CONTRACTOR submitted its bid. The initial monthly payment rate paid to the CONTRACTOR shall be fixed and shall be the basic rate of monthly compensation upon which all subsequent adjustments of compensation shall be computed.

A count by Director of the total number of refuse units, referred to hereinafter as Refuse Units, assigned to each parcel of real property (including, but not limited to, Residential, Commercial, and Industrial Establishments, and vacant parcels) in the Service Area based on land use codes as shown by the current records of the County Office of the Assessor will be the "Basic Unit Count" upon which all subsequent adjustments of compensation are computed.

The current Basic Unit Count (number of Refuse Units in the Service Area), is shown on Form PW-2.1-2.2, Schedule of Prices. During the life of this CONTRACT, a new Basic Unit Count will be made of all Refuse Units in the District as of the first day of each July or within 20 days thereafter. If the new Basic Unit Count is not generated by the Assessor within the allocated timeframe, the Basic Unit Count from the previous contract year shall remain in full force and effect.

In making all Basic Unit Counts called for under these specifications, Director may rely on the Assessor's most current tax roll or other records, and the same are hereby agreed to be a true and correct reflection of the number of Refuse Units in the District as of the dates prescribed for computation.

Director will compute the monthly unit rate in the following manner: the initial monthly payment rate will be divided by the Basic Unit Count, thus establishing a monthly unit rate. This monthly unit rate shall prevail throughout the life of this CONTRACT, except as specifically provided for in this Exhibit 7. Director may reduce service levels included at any parcel, for SB 1383 related waivers or any other reason at the Director's sole discretion, thereby reducing the payment to CONTRACTOR accordingly. Computation described herein shall be carried to the fourth decimal place.

To determine the monthly payment rate for the second and each subsequent year of the contract, Director will multiply the current Basic Unit Count, as of July of the current year, by the monthly unit rate, thus establishing a new monthly payment rate which shall be paid monthly to the CONTRACTOR during the 12-month period beginning in September of the current year, for services performed beginning in August of the current year.

#### **A. Customer Service Fees**

CONTRACTOR shall charge Customers no more than the Customer Service Fees in Attachment 7-2, Task 1 Service Fees of Exhibit 7. Customer Service Fees are subject to a rate adjustment as specified in Exhibit 7.

##### **1. No longer used**

##### **2. Surcharges**

Surcharges will be added to the Basic Service Fee. See Attachment 7-2, Task 1 Service Fees of Exhibit 7.

##### ***a. Billing Fees***

- 10 percent late fee
- \$25.00 for interruption of service
- \$25.00 fee on returned checks

##### ***b. Extra Containers***

##### ***c. Difficult to Service***

##### ***d. Roll out Service***

(1) *Non-Elderly or Non-Disabled*

(2) *Elderly or Disabled*

CONTRACTOR shall provide this service, without additional charge to Customer, for Occupants who are Elderly or Disabled and certify to the CONTRACTOR that there is no able-bodied individual in the household who can roll-out Cart to the Set-Out Site.

- e. Additional Bulky Item Collection*
- f. Excessive Container Exchanges*
- g. Manure Service*
- h. Bear Resistant Carts*
- i. Recyclables Cart with Gravity Lock*
- j. Monthly Container Cleaning*
- k. Container Removal and Return*

**3. Basic Service Fee Discounts**

CONTRACTOR shall subtract the following discounts. CONTRACTOR is not to charge more than the amounts in Attachment 7-2, Task 1 Service Fees of Exhibit 7.

*a. Senior Discount for Additional Services (25 percent)*

CONTRACTOR shall not discount the Basic Service Fee but shall discount any additional services by 25 percent for Elderly Customers at Residential Premises meeting all the following requirements:

*(1) 62 or Older*

The Customer is age 62 or older as evidenced by a driver's license or other document issued by a governmental entity.

*(2) Head of Household*

The Customer is a head of household as evidenced by his or her name on utility or telephone bills for the involved premises.

*(3) Life-Line or Low Refuse Generator*

The Customer either: (a) qualifies for discounted utility rates based on financial need (such as those referred to as "life-line" rates) as evidenced by water, power, or telephone

bill for the involved premises, or (b) generates small amounts of waste and for Refuse uses only one 32-gallon Cart.

## **B. Customer Invoice and Payment**

While fees for Basic Services within a GDD that are included in a property's allotment are paid through the property tax bill and shall not be billed by CONTRACTOR to the Customer, any additional surcharges as identified in item A2 of Section 7 are to be billed to the Customer.

### **1. Invoice Content**

CONTRACTOR shall include in its Customer invoice the following information:

#### ***a. Contact Information***

CONTRACTOR's telephone number, Office address, website and e-mail address for Customer complaints and questions.

#### ***b. Itemized Costs***

Itemize costs in accordance with services. CONTRACTOR shall not identify that portion of a Customer's invoice attributable to a Franchise Fee, if any.

#### ***c. Paperless Option***

A message promoting its website-based invoicing and payment system on all paper invoices sent to Customers.

At Director's request, CONTRACTOR shall promptly submit a copy of a Customer's invoice to Director.

### **2. Frequency**

CONTRACTOR shall invoice Cart Customers quarterly following the Calendar Year quarter and Dumpster Customers (if applicable) monthly, or an alternate frequency as approved by Director.

CONTRACTOR shall not bill Customers for their Basic Services. For Method of Payment to COUNTY for these services, see item J of Exhibit 3A1. However, surcharges for Task 1 Services are to be billed to Customers quarterly, three months in advance. Bills shall be sent on or after the first day of the billing period. Payment in full is due no later than the last day of the first month. For example, bills are sent on April 1 for the billing period of April, May, and June and due on April 30.



If Customer fails to pay bill, see item B7 of this Section for actions to be taken.

**3. Electronic Invoicing**

To reduce paper waste, CONTRACTOR shall make available to all Customers an electronic invoicing system at no additional charge. CONTRACTOR shall ensure that the electronic invoicing and payment website conforms to industry-standard practices for electronic commerce security. CONTRACTOR must ensure that these Customers receive invoice inserts such as newsletters either electronically or paper copies, as requested by Customer. Through CONTRACTOR'S website, Customers may request to cease paper invoices and receive all invoices through e-mail or access them on CONTRACTOR'S website.

**4. Inserts**

At Director's request, CONTRACTOR shall include a message and/or enclose with Customer's invoice all inserts prepared and provided by Director.

**5. Electronic Payment**

CONTRACTOR shall make available to all Customers an electronic payment system at no additional charge. This system will be website based and allow Customers to pay invoices through CONTRACTOR'S website, both one-time and reoccurring. CONTRACTOR must allow credit card payments and may include direct bank routing or other payment methods.

**6. Refunds**

CONTRACTOR shall refund any overcharges to a Customer (including advance payments for Task 1 Services that are subsequently canceled) within 30 days after collection thereof. CONTRACTOR shall pay the Customer interest on overcharges (other than advance payments for subsequently canceled services) with interest thereon at ten percent per annum from the date originally overcharged until the date refunded.

**7. Late Payment**

**Plain Language Table**

Elapsed Time	Action
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1 <sup>st</sup> day of period	Bill sent to Customer
1 month	Bill due to CONTRACTOR
1.5 months	Reminder sent with warning of late fee
2 months	Unpaid bill delinquent, ten percent late fee added
2.5 months	Reminder sent with warning of stop Additional Customer Services, container removal, and interruption fee
3 months	Additional Customer Services stopped
3.25 months	Notify Director of any anticipated Container removals
3.5 months	Extra Containers removed, apply interruption fee

***a. Residential Customers (Quarterly Billing)***

Residential Customer payment of bills for Additional Customer Services are due to CONTRACTOR no later than the last day of the first month of the calendar quarter. The following are the required warning notices and maximum penalties for late payment. CONTRACTOR may be more lenient.

If payment is not received after 1.5 month, a reminder shall be sent to Residential Customer indicating missed payment, balance due, and warning of ten percent late fee. If payment is not received by the last day of the second month, the account will become delinquent and an additional ten percent fee may be added to the balance. If payment is not received after 2.5 months, a second reminder shall be sent to Residential Customer indicating missed payment, balance due including ten percent late fee, and warning of stopping service and Container removal. If payment is not received after three months, additional Task 1 Collection Service may be stopped. If payment is not received after 3.5 months, additional Task 1 Collection Service may be interrupted by removing any extra Containers from the premises and an interruption fee may be charged upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing Containers.

***b. Commercial Customers (Monthly Billing)***

Commercial Customer payment of bills for Additional Customer Services are due to CONTRACTOR no later than the last day of the month. The following are the required warning notices and maximum penalties for late payment. CONTRACTOR may be more lenient.

If payment is not received after 1.5 month, a reminder shall be sent to Commercial Customer indicating missed payment, balance due, and warning of ten percent late fee. If payment is not received by the last day of the second month, the account will become delinquent, and an additional ten percent fee may be added to the balance. If payment is not received after 2.5 months, a second reminder shall be sent to

Commercial Customer indicating missed payment, balance due including ten percent late fee, and warning of stopping additional service and Container removal. If payment is not received after three months, additional Task 1 Collection Service may be stopped. If payment is not received after 3.5 months, additional Task 1 Collection Service may be interrupted, and any extra Containers removed from the premises and an interruption fee may be charges upon returning Containers to Premises. CONTRACTOR is to abide by any trespassing laws while removing extra Containers.

## **8. Partial Payment**

If Customers fails only to pay for surcharges for any or all special services in item A2 of Section 7, those special services shall be stopped without affecting other services. For example, if a Customer has an extra Refuse Container but is not paying the fee for the Container, the extra Container should not be Collected but all other Task 1 Services shall be provided.

## **9. Returned Check Fee**

A fee on returned checks (insufficient funds) may be charged to Customer.

# **C. County Service and Fees**

## **1. County Service Fees and Maximum Contract Sum**

COUNTY agrees, in consideration of the performance of Task 2 County Services in items A, B, E, F, and G of Exhibit 3A2 to pay the CONTRACTOR County Service Fees. The fees are specified in Attachment 7-3, Task 2 Service Fees and Attachment 7-4, Emergency Service Fees of Exhibit 7 that CONTRACTOR Collects, in the **not-to-exceed amount of \$302,666.04** per Contract Year or a greater amount as the Board may approve. This is referred to as the "Maximum Contract Sum" for Task 2 Services. County Service Fees are subject to a rate adjustment as specified in Exhibit 7.

### ***a. Abandoned Waste Not Commingled***

If CONTRACTOR does not commingle Abandoned Waste in the same Vehicle with other Refuse, and the facility weighs Abandoned Waste that CONTRACTOR delivers, CONTRACTOR shall report that weight to Director in the Monthly Report and keep copies of all weigh receipts. If a facility does *not* weigh those materials, CONTRACTOR shall calculate the weight of allocated Abandoned Waste in accordance with Cal Recycle weight conversion standards <http://www.calrecycle.ca.gov/LGCentral/Library/dsg/Apndxl.htm>, or other method satisfactory to Director.

***b. Abandoned Waste Commingled***

If CONTRACTOR *does* commingle Abandoned Waste in the same Vehicle as other Refuse, CONTRACTOR shall allocate the proportion of Abandoned Waste to other Refuse in a formula approved by Director, and weigh or calculate the weight of the Abandoned Waste as set forth in the preceding paragraph.

**2. Special Fund Obligation**

COUNTY will pay County Service Fees from COUNTY'S Road Fund or other sources. CONTRACTOR acknowledges that it will not be compensated for providing County Service under Task 2 Services from Customer Service Fees under Task 1 Services. Customers or Occupants do not pay County Service Fees.

**3. Billing**

CONTRACTOR shall bill COUNTY monthly for COUNTY Services performed during the preceding month by invoice (original and a copy) in a form satisfactory to Director. COUNTY will electronically pay via direct deposit County Service Fees to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. If CONTRACTOR is certified by COUNTY as a Local Small Business Enterprise, COUNTY will pay CONTRACTOR in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program.

The itemized invoice shall contain a reference to the name of the Service Area and Environmental Programs Division, Residential Franchise/Garbage Disposal District Section. CONTRACTOR shall submit invoices to:

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

CONTRACTOR is required to use Director's Trash Monitoring Program (TMP) smartphone application, or other system as determined by Director, to record information such as the location, brief description, no dumping found in the Service Area, fullness of Public Receptacles, and photographs of Collected Abandoned Waste. Use of this application will minimize the amount of documentation required to be submitted where invoices will only need to include the total tons collected during the month. However, not using the application will require detailed invoices be submitted indicating the location of items collected and a brief description. The TMP application is currently based on an Environmental Systems Research Institute, Inc. (ESRI) program that requires a license fee per user of approximately

\$500 per user, to be paid by CONTRACTOR. See item A1b of Exhibit 3A2 for more details on the application.

**a. *Abandoned Waste - Weekly Collection***

For weekly Abandoned Waste Collection, CONTRACTOR shall bill COUNTY based on the tons collected, as indicated in Attachment 7-3 Task 2 Service Fees of Exhibit 7. The rate shall be calculated as follows:

CONTRACTOR may request a fee for the tons Collected. CONTRACTOR is not required to provide evidence of Abandoned Waste removal unless requested by Director.

**b. *Abandoned Waste - Hot Zone Daily Monitoring and Collection***

**(1) *Monitoring All Hot Zone Locations***

CONTRACTOR may request a fee equal to the Monitoring All Hot Zone Locations for every linear foot within the zone, each day.

For example, for a \$1.00 rate for 500 feet, CONTRACTOR may request  $\$1.00 \times 500 \times 22 \text{ days} = \$11,000$  per month.

**(2) *Additional Hot Zone Monitoring***

After the Execution Date, if Hot Zones are created or expanded greater than the length indicated in Item 16.A.2 of Exhibit 16, CONTRACTOR may request a fee equal to Additional Hot Zone Monitoring for the additional distance only.

CONTRACTOR is not required to provide evidence of monitoring unless Director requests.

**(3) *Collection and Disposal***

There is no special fee for Abandoned Waste collected in a Hot Zone. Rather the weight is to be included in the waste collected under item a. above, in this billing section.

**c. *Public Receptacles***

**(1) *Existing***

CONTRACTOR may request a fee equal to the number of Collections made from Public Receptacles during the month, regardless if it is Refuse or Recyclables from a standard or solar powered compactor. CONTRACTOR is required to record the number of Collections and submit with the monthly invoice.

(2) *Additional*

CONTRACTOR may request a fee equal to the number of Collections made from additional Public Receptacles during the month, regardless if it is Refuse or Recyclables from a standard or solar powered compactor. CONTRACTOR is required to record the number of Collections and submit with the monthly invoice.

(3) *Mixed Waste Processing Facility*

Director reserves the right to require some or all waste Collected from Public Receptacles to be processed at a mixed waste processing facility to recover Recyclables. CONTRACTOR and Director must agree to a price for this service.

**d. *No Longer Used***

**e. *Homeless Encampments***

(1) *Abandoned Homeless Encampments*

CONTRACTOR may request a fee equal to the number of Collections made during the cleanup on an abandoned homeless encampment during the month.

(2) *Occupied Homeless Encampments*

CONTRACTOR may request a fee equal to the number of each bag, box, or Dumpster Collection made each week at homeless encampments during the month.

**f. *Emergency Assistance***

COUNTY agrees, in consideration of satisfactory performance of Task 2 County Services in item A2 of Section 3 and the associated item F of Exhibit 3A2, in strict accordance with the service specifications set forth herein, to the satisfaction of Director, to pay the CONTRACTOR County Service Fees at the fee specified in Attachment 7-4, Task 2 Emergency Service Fees of Exhibit 7.

***g. Litter Collection***

***(1) In Alleys***

CONTRACTOR may request a fee equal to the rate per mile of Alleys, Collected during the cleanup of the right-of-way during the month.

***(2) As-Needed***

CONTRACTOR may request a fee equal to the number of hours spent Collecting during the cleanup of the right-of-way during the month.

***(3) Additional***

CONTRACTOR may request a fee equal to the additional number of hours spent Collecting during the cleanup of the right-of-way during the month.

**4. Payment Exceeding Maximum Contract Sum**

In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed Maximum Contract Sum.

**5. Request Work**

The CONTRACTOR understands and agrees that only Director is authorized to request or order work under this CONTRACT. The CONTRACTOR acknowledges that the designated authorized representative is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation more than this CONTRACT's Maximum Contract Sum.

**6. Performing Work to Exceed Maximum Contract Sum**

The CONTRACTOR shall not perform or accept work requests from the designated authorized representative or any other person that will cause the Maximum Contract Sum to be exceeded. CONTRACTOR shall monitor the balance of the Maximum Contract Sum. When the total of the CONTRACTOR's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the authorized representative in writing.



**7. Budget Reduction**

If the Board of Supervisors adopts a budget for any Fiscal Year that reduces the salaries or benefits paid to most COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to correspondingly reduce the following:

- The County Service Fees for that Fiscal Year and any subsequent Fiscal Year during the Term of this CONTRACT (including any extensions), and
- The Maximum Contract Sum.

Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all the services set forth in this CONTRACT. Director's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

**8. Deductions**

COUNTY may deduct from any payment due CONTRACTOR any incurred or anticipated County Reimbursement Costs, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of COUNTY Service.

**9. No Payment Following Expiration/Suspension/Termination of CONTRACT**

CONTRACTOR shall make no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any County Service that CONTRACTOR provides after the expiration, suspension, or other termination of this CONTRACT. If CONTRACTOR receives any such payment, it shall immediately inform Director and repay all that payment to COUNTY. Payment by COUNTY for County Services rendered after expiration, suspension, or termination of this CONTRACT shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration, suspension, or termination of this CONTRACT.

**10. No Longer Used**

**11. Change in Service Area**

It is understood that the monthly compensation to be paid to the CONTRACTOR may be increased in proportion to the enlargement of the boundaries of the Service Area or to expansion of the area to be served, and the monthly compensation may be decreased if the area to be served decreases such as diminution of the size of the Service Area. This also



included a change in the number of public receptacles and a change in the number or length of Hot Zones.

**12. Dissolution of Service Area**

It is understood that in the event of the dissolution of the Service Area, this CONTRACT and all obligations of either of the parties thereto shall be at an end, whether such dissolution results from proceedings under the provisions of the act pursuant to which the Service Area was created, by operation of law, or resulting from municipal annexation or incorporation, except for record retention requirements. Annexations are discussed in more detail in Item A 2 of Section 1.

## **SECTION 8 - WASTE CHARACTERIZATIONS/EVALUATIONS**

### **A. Participate with County Study**

CONTRACTOR shall cooperate with Director in conducting Solid Waste characterization studies and waste stream audits. Cooperation includes all the following:

- Diverting Collection Vehicles from their regular route to alternate locations;
- Emptying all Solid Waste from Collection Vehicles; and
- Providing Collection, transportation, and Disposal of Solid Waste remaining after the study or audit.

### **B. Perform Study**

CONTRACTOR shall perform waste evaluations to assist County in compliance with SB 1383, Article 3, Section 18984.5(c).

#### **1. Methodology**

CONTRACTOR shall follow all guidelines and sampling methodology established by CalRecycle when conducting the study.

#### **2. Frequency**

CONTRACTOR shall perform the required studies twice per Contract Year in two distinct seasons.

### **C. Facility Results**

As required in item A2f of Section 10, CONTRACTOR is to submit a copy of any waste characterizations performed on Recyclables by the Materials Recovery Facility.

## SECTION 9 - RECORDS

CONTRACTOR'S obligations and COUNTY'S rights in this Section survive the term.

### A. Record Maintenance and Retention

#### 1. All Records

CONTRACTOR shall prepare and maintain all Records in accordance with generally accepted auditing principles during the Term and for an additional period of not less than five years after the Expiration Date or any longer period required by Applicable Law.

#### 2. Disposal Records

CONTRACTOR acknowledges:

##### *a. Claims*

That COUNTY may need to respond to claims under CERCLA or similar applicable laws with respect to Disposal of Solid Waste.

##### *b. Quantity*

COUNTY'S need to determine the quantity, location, and date of CONTRACTOR'S Disposal of Solid Waste.

Therefore, CONTRACTOR shall establish and maintain a protocol for the retention and preservation of those Records, for a period of five years after the Expiration Date or any longer period required by Applicable Law, which protocol will document where CONTRACTOR Disposed of Solid Waste that it Collected (whether landfilled, incinerated, composted, or otherwise processed or marketed).

#### 3. Notification

CONTRACTOR shall give Notice to Director at least 30 days before destroying Records of Disposal at any time after the retention period referred to in item A1 of Section 9.

### B. County Custody

If Director has reason to believe that Records may be lost, discarded, or destroyed for any reason, Director may require that CONTRACTOR give COUNTY custody of any or all Records. Access to those Records will be granted to any Person duly authorized by CONTRACTOR. CONTRACTOR shall pay for storage cost.

### **C. Inspection and Review of Records**

Upon 5 Service Days' notice by telephone or writing, or a lesser amount of time in the event of extraordinary circumstances, Director and/or its contractor may inspect, review, excerpt, transcribe, and copy all Records at CONTRACTOR'S Office during CONTRACTOR Office Hours. CONTRACTOR shall allow Director or its contractor to use CONTRACTOR's copy machine, provided it does not interfere with CONTRACTOR's operations. CONTRACTOR may maintain Records outside of COUNTY (1) if it promptly provides copies thereof to Director at Director's offices, (2) if Director, in its sole discretion, agrees to travel outside COUNTY and CONTRACTOR pays COUNTY's costs.

In addition to travel costs, COUNTY will bear the expense of the review and of obtaining a copy of Records; however, within 30 days of Director Notice, CONTRACTOR shall reimburse COUNTY for COUNTY'S cost of the expenses for the review if the review reveals a discrepancy of \$2,500 between:

- The amount contained in the Records (e.g., the amount of Solid Waste Collected or Diverted), and
- Any representation or Report that CONTRACTOR made to COUNTY; Franchise Fee or other money paid to COUNTY; County Service Fees paid by COUNTY, or information that CONTRACTOR submitted to Director.

Director will give Notice to CONTRACTOR identifying any discrepancy.

CONTRACTOR shall pay any discrepant shortfall in Franchise Fee or other payments due COUNTY, or excess of Customer or County Service Fees, upon Director demand, including fees and charges for the late payment of Franchise Fees or other payments. Failure to make those payments will constitute a CONTRACTOR Default in accordance with Part 6 of Exhibit 5. In lieu of payment, Director in its sole discretion may (1) deduct that shortfall from amounts that COUNTY owes CONTRACTOR under this CONTRACT, other contracts, or any other obligation, or (2) draw that shortfall from the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 16.

COUNTY will pay any discrepant shortfall in County Service Fees due CONTRACTOR up to COUNTY'S maximum obligation for County Service Fees appropriated by COUNTY for purpose of this CONTRACT.

### **D. Copies of Audits**

If anyone, including Federal or State auditors and auditors or accountants employed by CONTRACTOR or others, conducts an audit of CONTRACTOR specifically regarding this CONTRACT, then within 30 days of the audit report, CONTRACTOR shall file a copy of the audit report with County's Auditor-Controller and notify Director of the filing, unless otherwise provided by Applicable Law.

Subject to Applicable Law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s)

#### **E. Submission of Records**

CONTRACTOR shall submit to Director, without charge to COUNTY or charge to Customers, any Records relating to Diversion requested by Director to assist COUNTY in meeting obligations imposed by Federal, State, and local laws. CONTRACTOR shall submit those Records using COUNTY's Solid Waste Information Management System (SWIMS) forms or similar system as directed by DIRECTOR, or as requested by Director.

#### **F. Public Record Request**

##### **1. Exclusive Property**

The following become the exclusive property of COUNTY:

- Any Record or other document that CONTRACTOR gives Director, including about the procurement of this CONTRACT (such as proposals);
- Any Record or other document that Director obtains about Director's audit or inspection under this CONTRACT, including books and accounting records.

The above Records or other documents become a matter of public record and shall be regarded as public records, *except* if CONTRACTOR marks them as a "trade secret," "confidential," or "proprietary," they will be deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). However, if a requestor seeking records marked "trade secret," "confidential," or "proprietary" does not agree that the records are exempt, then COUNTY will notify the CONTRACTOR that such records will be produced, unless the CONTRACTOR intercedes and files an injunction or other action to legally prevent disclosure.

CONTRACTOR agrees that COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if law requires disclosure, or by an order issued by a court of competent jurisdiction.

##### **2. Defend, Indemnify and Hold COUNTY Harmless**

CONTRACTOR shall defend, indemnify and hold harmless County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act, including request for any of the Records or other documents marked "trade secret," "confidential," or "proprietary." CONTRACTOR releases COUNTY from liability or responsibility for disclosing Records or other documents

including those so marked, if Applicable Law require disclosure, including an order issued by a court of competent jurisdiction.

## SECTION 10 - REPORTS

### A. Types and Content

#### 1. Monthly Data

Within 30 days after the end of each calendar quarter, CONTRACTOR shall complete and submit the data electronically for each individual calendar month. Upon Director request, monthly data shall be submitted as soon as possible. CONTRACTOR shall complete and submit SWIMS Forms C, L, T, and V accessible through SWIMS and e-mail Collection route maps and schedule if any map or schedule has changed during the prior month. See sample in item E of Exhibit 16. CONTRACTOR is to use a similar system as directed by DIRECTOR

Because COUNTY's rate adjustment methodology requires details on the tonnages of Refuse, Recyclables, Organic Waste, and Manure, and the fees per ton associated with the Disposal and Diversion of those materials, that data must be included in the monthly report. If the SWIMS reports do not contain a place for any of that data, it is to be emailed separately.

#### 2. Quarterly Reports

Within 30 days after the end of each calendar quarter, CONTRACTOR shall submit the Quarterly Report for the preceding three calendar months ending with that month to Director using the form provided by Director, which includes the following information:

##### *a. Rejected Recyclables and Organic Waste*

Number of loads and tons of materials in Recyclables or Organic Waste loads rejected for Processing together with the reason for rejection and facility at which the rejected materials were Disposed.

##### *b. Educational Materials*

A report of educational materials distributed, events held, and any events attended by CONTRACTOR to its Customers.

##### *c. Non-Collection Notices*

The number and address of Non-Collection notices issued and the reasons for issuance.

##### *d. Customer List*

CONTRACTOR customer service list (a SWIMS form), which includes a list of all current and closed accounts, account numbers, name associated with each account, customer addresses, level of service provided at each address, any surcharges, services provided that are not Contract Services, billing and payment dates, payment received from each Customer, and any other information associated with Task 1 Services as requested by Director.

GDD contracts will need to include all locations receiving service, both those who receive only the service paid through their property taxes and those who pay for Additional Customer Services;

***e. Containers Removed Upon Director Request***

***(1) Carts or Dumpsters Stored in Right-of-Way***

Number and addresses of Containers removed, fees charged, and Containers returned, per item D3e of Exhibit 3A1.

***(2) Carts, Dumpsters, or Roll Off Bins Abandoned***

Number and addresses of Containers removed, per item C of Exhibit 3A2.

***f. Waste Characterizations***

Results of any waste characterizations or evaluations performed, per Section 8.

***g. Occupants with Inadequate Service***

Addresses, existing service levels, and suspected issue.

***h. Landfill Vouchers***

Serial number and type of solid waste for each landfill voucher that was redeemed during the quarter, as required in item H3 of Exhibit 3A2.

**3. Annual Report**

On or before each February 28, CONTRACTOR shall submit the Annual Report to Director in a form satisfactory to Director, for the preceding Calendar Year, including the following information:

***a. Waste Diversion Program Implementation***



A report of CONTRACTOR'S compliance with its Performance Obligations with respect to Waste Diversion Program implementation during the preceding Calendar Year.

***b. Subcontractors***

An updated list naming all Subcontractors, the amount of Goods or Services that each Subcontractor provides to CONTRACTOR, and a description of CONTRACTOR'S relationships to each Subcontractor (including ownership interests) in accordance with item 9M of Exhibit 5.

***c. South Coast Air Quality Management District Rule 1193***

Each Vehicle's compliance with South Coast Air Quality Management District Rule 1193, Clean On-Road Residential and Commercial Collection Vehicles, and Diesel Particulate Matter Control Measures (13 California Code of Regulations 202 et seq.).

***d. Task 2 Services Information***

Information relating to Task 2 Services requested by Director. Provide a summary of the Task 2 Services provided under Exhibit 3A2, consisting of the following:

- Item A - Tons of abandoned waste removed from the public right-of-way (sidewalks, streets, and alleys), including any Hot Zones.
- Item B - Collection made from Public Receptacles.
- Item E - Services provided to Homeless Encampments
- Item F - Any emergency assistance provided
- Item G - Any litter collection provided
- Item H – Number of landfill vouchers provided to COUNTY or redeemed by Occupants or Customers

***e. Scavenging***

A narrative description of efforts made to deter and prevent unauthorized removal or scavenging of Recyclables.

***f. Vehicles***

An inventory of Vehicles assigned to the service area and information on each Vehicle including its number, fuel type, year, make, model, license plate number, VIN number, assigned route with start and finish points, days of service, type of material collected, and number of accounts being serviced. CONTRACTOR shall update and submit

immediately if any Vehicle, route or information has changed during the prior year.

#### **4. Reports of Violators**

If CONTRACTOR discovers that any Person is providing MSW Management Services in the Service Area that are not authorized by Director or are in Violation of Applicable Law, then CONTRACTOR shall promptly e-mail Director with the following:

- The identity and address of the Person ("Violator"), if known;
- The facts and documentation supporting CONTRACTOR'S report; and
- Any other information or documentation about the Violator and CONTRACTOR'S report that Director may reasonably request.

COUNTY acknowledges that CONTRACTOR may seek legal or injunctive relief against the Violator in accordance with Applicable Law to cease providing those MSW Management Services. Notwithstanding the foregoing, COUNTY is not liable to CONTRACTOR, and CONTRACTOR hereby releases COUNTY about any act of a Violator.

#### **B. Submission of Reports**

CONTRACTOR shall submit Reports in a format compatible with COUNTY'S computers and shall submit reports using the following methods:

##### **1. Monthly Reports**

Submitted electronically by using forms available through COUNTY's Solid Waste Information Management System (SWIMS) or similar system as directed by DIRECTOR, in accordance with this Section and Section 12.

##### **2. Quarterly Reports and Annual Report**

Submitted via e-mail or printed copy, as determined by Director, in accordance with this Section and Section 12.

#### **C. Reporting Adverse Information**

CONTRACTOR shall provide Director copies of all reports, pleadings, applications, notifications, and notices of violation, communications or other material directly relating to its Performance Obligations submitted by CONTRACTOR to, or received by CONTRACTOR from Regulatory Agencies, including any of the following:

- The United States or California Environmental Protection Agency;
- CalRecycle;

- The Securities and Exchange Commission;
- Any other Regulatory Agency;
- Any Federal, State, or County court.

CONTRACTOR shall submit copies to Director simultaneously with CONTRACTOR'S submission of those materials to those entities. At Director's request, CONTRACTOR shall promptly make available to Director any other correspondence between CONTRACTOR and those entities.

**D. County's Right to Request Information**

At Director's request, CONTRACTOR shall promptly provide to Director additional information reasonably and directly pertaining to this CONTRACT (including substantiation of information submitted in Reports).

## SECTION 11 - SUBSTITUTE, EMERGENCY AND BACK-UP SERVICE

### A. Director's Right to Provide Contract Services

#### 1. Events

COUNTY may provide, or contract with a third party to provide, for the performance of, any or all Customers Services in either of the following events, as determined by Director in its sole discretion:

##### *a. CONTRACTOR Does Not Provide Service for a Period of 48 Hours*

- For 48 consecutive hours CONTRACTOR does not Collect and Dispose of any type of Solid Waste for any reason, including Uncontrollable Circumstances, and
- Director determines there is danger to public health, safety, or welfare.

##### *b. COUNTY Suspends or Terminates CONTRACT*

County suspends or terminates all or a portion of the CONTRACT.

COUNTY has no obligation to continue providing any or all Contract Services. It may stop providing them at any time, in its sole discretion. However, COUNTY may continue to provide those Contract Services until either of the following occurs:

- CONTRACTOR demonstrates to Director's satisfaction that CONTRACTOR is ready, willing, and able to resume providing timely and full Contract Services, or
- Director can make alternative arrangements for providing MSW Management Services comparable to Contract Services in scope and price. Alternative arrangements may include contracting with another, third-party service provider.

#### 2. Notice

Director may give CONTRACTOR oral notice that Director is exercising its right to perform Task 1 and/or Task 2 Services, which notice is effective immediately, but must confirm oral notice with a written Notice within 24 hours thereafter.

#### 3. Stipulations

CONTRACTOR stipulates that COUNTY'S exercise of rights under this Section does not constitute a taking of private property for which COUNTY must compensate CONTRACTOR, shall not create any liability on the part

of COUNTY to CONTRACTOR, and does not exempt CONTRACTOR from any Indemnities, which Parties acknowledge are intended to extend to circumstances arising under this Section. However, CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the negligence or misconduct of COUNTY officers and employees (other than employees of CONTRACTOR at the time COUNTY began performing Task 1 and Task 2 Services) and agents driving Vehicles. COUNTY shall indemnify CONTRACTOR, its Affiliates and its and their officers, directors, employees, and agents from and against damages, costs, or other expenses or losses they incur arising out of or relating to that negligence or misconduct.

#### **4. Rental and Other Compensation**

##### ***a. Uncontrollable Circumstances***

If an event enumerated in items A1a or A1b in Section 11 is due to Uncontrollable Circumstances, then COUNTY shall pay CONTRACTOR the Direct Costs for the specific items set forth below.

##### ***(1) Rental Fees***

Rental fees for the use of CONTRACTOR's equipment equal to fair market value thereof as determined by an independent appraiser selected by the Parties.

##### ***(2) Vehicles***

CONTRACTOR'S Direct Costs of providing Vehicles with fuel, oil, and other maintenance.

##### ***(3) Personnel***

CONTRACTOR'S Direct Costs of making CONTRACTOR'S personnel available to COUNTY, including Direct Costs of using CONTRACTOR's personnel to operate CONTRACTOR's equipment or vehicles.

The Parties shall select an appraiser as follows: within ten days after CONTRACTOR requests payment of rental fees in events described in this section, each Party will prepare a separate list of five Persons who do not work for either Party having experience in solid waste equipment appraisal, in numerical order with the first preference at the top, and exchange and compare lists. The Person ranking highest on the two lists by having the lowest total rank order position on the two lists is the appraiser. In case of a tie in scores, the Person having the smallest difference between the rankings of the two

Parties is selected; a coin toss determines other ties. If no Person appears on both lists, this procedure is repeated. If selection is not completed after the exchange of three lists or 60 days, whichever comes first, then each Party will select one Person having the qualifications and experience described above and those two Persons will together select an appraiser.

***b. Other Than Uncontrollable Circumstances***

If an event enumerated in items A1a or A1b in Section 11 is not due to Uncontrollable Circumstances, then COUNTY will not be obligated to pay the compensation and CONTRACTOR shall pay County's Reimbursement Costs within 10 days of COUNTY'S submitting an invoice therefore. If CONTRACTOR does not so timely pay, COUNTY may draw upon any performance bond, letter of credit, or other security provided under this CONTRACT.

**B. Task 1 Customer Services - Response to Emergencies**

Depending on the extent and magnitude of an emergency, Customers may encounter issues with making payments and CONTRACTOR may be unable to fulfill all CONTRACT requirements. Upon declaration of a Federal, State or Local emergency, Director may implement the policies below with written Notice regarding Task 1 Customer Services. CONTRACTOR is not required to promote items 1, 2 or 3 to the public.

**1. No Stop Service**

CONTRACTOR shall not stop service to any account for delinquent payment during an emergency. Not applicable to debt prior to the emergency.

**2. No Late Fees**

CONTRACTOR shall not charge late fees on bills unpaid amount incurred during the emergency. Not applicable to debt prior to the emergency.

**3. Extended Payment Option**

CONTRACTOR shall allow Customers up to 12 months after an emergency is declared over to make monthly payments to debt incurred during the emergency without late fees or interest. Not applicable to debt predating the emergency or fees for services after the emergency.

**4. Adjustment of Existing Services**

Director shall consider implementing changes such as the following and will Notify CONTRACTOR if such changes are implemented:

- **Non-essential services suspended**
  - Annual Cleanup Events delayed
  - Compost/Mulch Giveaways delayed
  - Cart exchanges if they are still usable
- **Bulky Item collection may be delayed up to 3 weeks** from call-in
- **Collection hours are expanded to 6 am to 8 pm**
- **Time required for Customer to remain on hold before speaking to a live customer service representative** may be extended but Director must be notified if the average time exceeds 20 minutes.
- **Weekly collection modified**
  - Biweekly Green Waste
  - Biweekly Recyclables (residents stockpile and compact their containers to fit more)
  - Alternating weeks of Recyclables and Green Waste
  - Comingled trash with Recyclables and/or Green Waste with Refuse

## **5. Contract Extension**

In the event of a declared emergency lasting three months or longer and resulting in implementation of items 1, 2 and 3, COUNTY may extend the CONTRACT Term by the duration equal to that of the duration of the implementation of items 1, 2, and 3. Any extension under this provision requires mutual agreement by both Director and CONTRACTOR.

For example, if a global pandemic is declared a state-wide emergency and Director requested no stoppage of service, no late fees, and an extended payment option, over a period of 12 months, Director would consider extending the Term by 12 months.

## **C. Backup Service Plan**

CONTRACTOR shall implement its Backup Service Plan within seven days of Director request if Customer's Solid Waste is not Collected at Customer's Set-Out Site or Abandoned Waste is not Collected for any reason, including uncontrollable circumstances. Examples of circumstances include CONTRACTOR'S employees on strike or mudslides, wildfires, pandemics, or earthquakes that cause blocked or damaged roads. In the event there is a protracted service disruption due to any cause, CONTRACTOR will institute proactive actions to sustain Solid Waste Collection Services. Since Customers are expecting services that CONTRACTOR is not providing, CONTRACTOR shall propose the appropriate services below for Director approval and must not charge Customer or COUNTY for providing these services, unless specifically noted below.

### **1. Provide Conveniently Located Dumpsters or Roll-off Containers**

CONTRACTOR will place 3 or 4-yard Dumpsters and/or roll-off Containers throughout the community in key locations approved by Director.

**2. Offer Self-hauling of Solid Waste to a Facility**

CONTRACTOR will use Reasonable Business Efforts to make arrangements with the Solid Waste Disposal Facility normally used by CONTRACTOR for this Contract to allow each Occupant to directly transport and Dispose of their solid waste at said facility, 6 days per week. The CONTRACTOR shall further ensure that the facility only charges the Customer for disposal costs for quantities exceeding 500 pounds and there shall be no minimum quantities.

Additionally, if Director determines the distance to the CONTRACTOR's usual facility is too far from Occupants, CONTRACTOR will arrange for a local facility to allow each Occupant to drop-off the Solid Waste.

**3. Inform Customers of Temporary Procedures**

CONTRACTOR will use Reasonable Business Efforts to inform Customers and Occupants of the above service and disposal options. CONTRACTOR will provide Customers and Occupants with information on where and how to dispose of the Occupant's Solid Waste by the following means:

- A recording on its customer service line.
- Arrange for the broadcast of COUNTY's 30-second Public Service Announcement video on local cable access channels with CONTRACTOR to customize it to the situation, such as having text appear on the screen announcing date, times, and addresses.
- Contact local print media and produce a press release.
- Contact Customers and Occupants via phone, e-mail, or text messages.
- Post on social media.

**4. Credit Policy for Missed Contract Services**

***a. Missed Curbside Collection***

***(1) Basic Services (Paid by COUNTY)***

Since Occupant is expecting a Collection Service not provided, CONTRACTOR shall automatically reduce invoiced amount to COUNTY for each missed Collection. For example, if a strike disrupts 2 weeks of the 13 Collections in a quarter, CONTRACTOR would credit COUNTY 2/13 of that quarter's fee toward the next quarter's fee.



(2) *Additional Services (paid by Customer)*

Since Occupant is expecting a Collection Service not provided, CONTRACTOR shall automatically credit Customer the amount of the additional services surcharge for each missed collection.

***b. Other Customer Services***

When CONTRACTOR is unable to offer Customer Services other than curbside collection, such as Annual Curbside Cleanup, Mulch/Compost Giveaway events, or other required services, CONTRACTOR shall provide evidence of cost associated with those services and offer alternate services acceptable to Director.

**5. Provide Replacement Drivers and Security**

CONTRACTOR shall use Reasonable Business Efforts to require all properly trained and licensed employees to operate Collection Vehicles to maintain core Disposal and Diversion services. As described in the above paragraphs, CONTRACTOR shall be properly staffed to offer temporary drop-off locations for Occupants. In addition to CONTRACTOR staff, CONTRACTOR shall use drivers or Vehicles from other operations and other waste haulers.

Finally, in cases of a strike, CONTRACTOR shall work closely with a private security firm to guarantee a safe and consistent operation for any Occupant that is dropping off their waste.

**6. Identify Customers Requiring Priority Service**

CONTRACTOR shall contact the elderly and disabled Occupants with Roll-out Service and shall use Reasonable Business Efforts to Collect putrescible Solid Waste from their residence.

**D. Use of Goods, Services and Property**

**1. Cart Acquisition Contracts**

CONTRACTOR acknowledges that COUNTY must have full use and possession of Carts to secure its rights under this Contract, including both the following:

- Providing substitute service in accordance with its remedies under Part 6 of Exhibit 5 for Breach or default, and
- Purchasing Carts upon termination of this Contract.

Therefore, if CONTRACTOR does not own Carts outright without encumbrance, any Cart Acquisition Contract must allow the Guarantor, COUNTY or COUNTY designee to do all the following:

- Assume CONTRACTOR's obligations under the Cart Acquisition Contract,
- Take use and possession of the Carts, and
- Obtain the benefits of any outstanding Cart warranties.

**“Cart Acquisition Contract”** means an instrument establishing a security interest in the Carts or that otherwise encumbers or limits CONTRACTOR's interest in Carts, including any of the following:

- Lease or lease-purchase agreement,
- Installment sales or other financing contract, or
- Note or other loan documentation.

## **2. Inventory**

CONTRACTOR shall store unused Carts in a secure location. CONTRACTOR shall update its Cart inventory at both following times:

- In each Monthly Report and Annual Report, and
- Within one week of COUNTY request

## **3. Insurance**

If COUNTY or Customers have possession and use of Goods, Services and Property, CONTRACTOR shall execute whatever documentation its liability insurers require to ensure that COUNTY and Customers are protected and covered by CONTRACTOR's general and automobile policies, including requesting and executing endorsements to those policies. CONTRACTOR is not obligated to pay any additional cost of those endorsements unless COUNTY reimburses CONTRACTOR for those costs. COUNTY may pay for any endorsements, additional premiums or other costs. CONTRACTOR authorizes COUNTY to call and confer with CONTRACTOR's insurance broker to determine what, if any, documentation or actions are necessary to achieve protection satisfactory to COUNTY. Upon COUNTY REQUEST, CONTRACTOR shall direct its insurance broker to cooperate with and take direction from COUNTY. CONTRACTOR may not rescind that authorization without COUNTY consent.

## **4. Vehicle Certification for FEMA**

CONTRACTOR shall cooperate with COUNTY to certify all Vehicles to be used for emergency work. CONTRACTOR shall not use non-certified Vehicles unless approved by Director.

## **SECTION 12 - ENFORCEMENT OF CONTRACT**

### **A. As Provided by Law**

Either Party may avail itself of any remedy available under law.

### **B. COUNTY'S Additional Remedies**

Without limiting COUNTY'S remedies otherwise available under this CONTRACT in law or equity, at its option, COUNTY may enforce a Breach in any or all the following ways:

- Execute alternative CONTRACTs for MSW Management Services in the event of CONTRACTOR Default
- Seek to obtain injunctive relief and/or damages
- Assess damages under item D of this Exhibit
- With respect to a CONTRACTOR Default under Part 6B3 of Exhibit 5 (Failure to Provide Insurance, Bonds), immediately withhold payments due CONTRACTOR
- Draw on Performance Assurance / Letter of Credit under Section 15

### **C. Injunctive Relief**

CONTRACTOR acknowledges that COUNTY'S remedy of damages for a Breach may be inadequate for reasons including the following:

- The urgency of timely, continuous, and high-quality Task 1 and Task 2 Services, including Collection, transportation, and/or transfer for Disposal of wastes which constitute a threat to public health;
- The long time and significant commitment of money and personnel and elected officials (both COUNTY staff and private consultants, including engineers, procurement counsel, citizens, public agency colleagues, and elected County officials) invested in this CONTRACT, including developing COUNTY'S Option Analysis dated February 2001 and implementing its recommendations through numerous meetings of a Working Group comprised of Solid Waste industry representatives from small and large businesses, requesting and evaluating qualifications and proposals for this CONTRACT (including CONTRACTOR'S), reviewing and commenting on documentation submitted by CONTRACTOR in conjunction with execution of this CONTRACT, and review of CONTRACTOR Documentation;
- The time and investment of personnel and elected officials described in the preceding paragraph to develop alternative Solid Waste services comparable to Task 1 and Task 2 Services for the price provided under this CONTRACT, and to negotiate new contracts therefore; and

- COUNTY'S reliance on CONTRACTOR'S technical Solid Waste management expertise.

Consequently, COUNTY is entitled to all available equitable remedies, including injunctive relief.

#### **D. Recovery of Damages**

##### **1. Compensatory**

COUNTY may seek compensatory damages, including, but not limited to the following:

- Amounts equal to any Franchise Fees, liquidated damages, or other amounts that CONTRACTOR has previously paid to COUNTY but are subsequently recovered from COUNTY by a trustee in bankruptcy as preferential payments or otherwise;
- If COUNTY terminates this CONTRACT for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 6D2a of Exhibit 5, costs incurred by COUNTY to provide or reprocur MSW Management Services in lieu of Task 1 and Task 2 Services;
- If COUNTY terminates this CONTRACT before expiration for a CONTRACTOR Default or in the event of Criminal Activity in accordance with Part 6D2a of Exhibit 5, costs of MSW Management Services provided or reprocured in lieu of Task 1 and Task 2 services more than Customer Service Fees/County Service Fees for the balance of the Term remaining if this CONTRACT had not been terminated; and
- In the event of CONTRACTOR DEFAULT under Part 6B3 of Exhibit 5 (Failure to Provide Insurance, Bond), in COUNTY'S sole discretion, obtain damages resulting from that DEFAULT.

COUNTY may draw upon the performance bond, letter of credit, certificate of deposit, or other form of performance assurance provided by CONTRACTOR in accordance with Section 15 to pay compensatory damages.

For CONTRACTOR'S misrepresentation regarding contingent fees in Attachment 5-9H, in addition to terminating this CONTRACT, COUNTY may recover from CONTRACTOR the full amount of the proscribed commission, percentage, brokerage, or contingent fee.

## **2. Liquidated Damages**

COUNTY may seek liquidated damages listed in Attachment 12-D2.

The Parties have set these liquidated damages in recognition of the following circumstances existing at the time of the formation of this CONTRACT:

- a.** COUNTY incurred considerable time and expense procuring this CONTRACT to secure an improved level of Collection quality and increased Customer and Occupant satisfaction. Therefore, consistent and reliable Task 1 and Task 2 Services are of the utmost importance to COUNTY and Customers and Occupants.
- b.** COUNTY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in entering into this CONTRACT, and CONTRACTOR'S Breach represents a loss of bargain to COUNTY. CONTRACTOR is experienced in providing services like Task 1 and Task 2 Services.
- c.** Quantified standards of performance are necessary and appropriate to ensure quality, consistent, and reliable Collection, and if CONTRACTOR fails to meet its Performance Obligations, COUNTY will suffer damages (including its Customers and Occupants' inconvenience; anxiety, frustration, potential political pressure, criticism, and complaint by Customers and Occupants; lost Supervisors and staff time; deprivation of the benefits of this CONTRACT and loss of bargain) in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms, and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. It would be difficult for COUNTY to prove its loss resulting from CONTRACTOR'S Breaches and nonperformance or untimely, negligent, or inadequate performance of County Services.
- d.** The CONTRACT contains a reasonable statement of Task 1 and Task 2 Services in order that the Parties will realize their expectations. COUNTY expects that CONTRACTOR shall perform Task 1 and Task 2 Services with due care in a workmanlike, competent, timely, and cost-efficient manner. CONTRACTOR expects to realize a profit by performing Task 1 and Task 2 Services in accordance with the terms and conditions of the CONTRACT for County Service Fees.
- e.** In addition, in the event of Breach or CONTRACTOR Default, urgency of protecting public health and safety may necessitate that COUNTY enter into emergency or short-term arrangements for services without competitive procurement at prices substantially

greater than under this CONTRACT, and the monetary loss resulting there from is impossible to precisely quantify. Time is of the essence.

- f.** The CONTRACTOR accepts COUNTY'S assessment of liquidated damages for certain Breaches as part of the consideration CONTRACTOR offers to COUNTY for the award of this CONTRACT to CONTRACTOR.
- g.** Lastly, termination of this CONTRACT for CONTRACTOR Default and other remedies provided in this CONTRACT are, at best, a means of future correction and not remedies that make COUNTY whole for past Breaches and CONTRACTOR Defaults.

Therefore, the Parties agree that the liquidated damages listed in Exhibit 12-D2 represent a reasonable estimate and fair approximation of the amount of damages COUNTY would incur as a consequence of CONTRACTOR'S Breach corresponding to each item of specified liquidated damages, considering all the circumstances existing on the date of this CONTRACT, including the relationship of the sums to the range of harm to COUNTY that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient.

In signing this CONTRACT, each Party specifically confirms the following:

- The accuracy of the statements made above, and
- The fact that each Party had many opportunities to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this CONTRACT was made.

#### **E. County's Reimbursement Costs**

CONTRACTOR shall pay COUNTY promptly upon request, COUNTY'S Reimbursement Costs of conducting a nonroutine investigation of any alleged Breach, when appropriate in judgment of Director. CONTRACTOR shall reimburse COUNTY for COUNTY'S Reimbursement Costs incurred because of CONTRACTOR'S Breach, including failure to maintain insurance.

#### **F. Waiver**

No waiver by County of any Breach of any provision of this CONTRACT constitutes a waiver of any other Breach of that provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this CONTRACT will not be construed as a waiver thereof. The rights and remedies set forth in this item F are exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

## **SECTION 13 - UNPERMITTED WASTE SCREENING AND REPORTING (Contract Services)**

### **A. Protocol**

CONTRACTOR shall develop and implement the Unpermitted Waste Screening Protocol in compliance with Applicable Law and including the following provisions:

- Ongoing employee training in identification, safety and notification procedures, including leaving Non-Collection notices, when safe;
- Means of driver inspection, such as visual inspection during tipping of Carts into Vehicles;
- Immediate driver response, such as load segregation;
- Driver notification, such as calling CONTRACTOR'S dispatcher or field supervisor;
- Notification of appropriate local agency or department;
- Appropriate action, such as segregation and containerization for manifesting and transport for disposal in accordance with Applicable Law or securing services of permitted handling and transport company;
- Compliance with Applicable Law, including regulations of the United States Department of Transportation (DOT) (Title 49 CFR) and of the United States Environmental Protection Agency (Title 40 CFR); and
- Labels on Containers, described in item D of this Section.

### **B. Prohibition on Collection**

CONTRACTOR shall not Collect any Unpermitted Waste that it finds in Refuse, Recyclables, or Organic Waste unless it is licensed under Applicable Law. If CONTRACTOR finds Unpermitted Waste it shall notify all Persons in compliance with Applicable Law.

### **C. Notice to Director**

If CONTRACTOR sees anything that it reasonably believes or suspects may be Unpermitted Waste on any public property in COUNTY, CONTRACTOR shall immediately notify Director and all Persons in compliance with Applicable Law. Public property includes storm drains, streets, and other public rights of way.

### **D. Labels**

CONTRACTOR shall conspicuously label Containers with embossing or other secure means prohibiting Customers from discarding Unpermitted Waste. CONTRACTOR shall submit the label and text for Director approval prior to placing any purchase order for Containers. Item D9 of Exhibit 3A1 contains additional Container requirements.



## **SECTION 14 - EXECUTION OF CONTRACT**

### **A. Execution in Counterparts**

This CONTRACT, including dated signatures on amended Exhibits and attachments to those Exhibits, may be signed by the parties hereto in any number of original separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed CONTRACT.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this CONTRACT 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 CONTRACT had been delivered had been signed using a handwritten signature. CONTRACTOR and COUNTY (i) agree that an electronic signature, whether digital or encrypted, of a party to this CONTRACT is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this CONTRACT based on the foregoing forms of signature. If this CONTRACT 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.

### **B. Authority to Execute**

COUNTY warrants that the individual signing this CONTRACT has been duly authorized by COUNTY to sign this CONTRACT on behalf of COUNTY and has the full right, power, and authority to bind COUNTY to this CONTRACT. CONTRACTOR warrants that the individual signing this CONTRACT below has been duly authorized by CONTRACTOR to sign this CONTRACT on behalf of CONTRACTOR and has the full right, power, and authority to bind CONTRACTOR to this CONTRACT.



## SECTION 15 - PERFORMANCE ASSURANCE

### A. Performance Bonds, Other Security

CONTRACTOR shall secure and maintain throughout the Term and until CONTRACTOR has complied with all its obligations that survive the Expiration Date a faithful performance bond, approved by COUNTY. The performance bond must be in a form satisfactory to COUNTY or, at COUNTY'S sole and absolute discretion, any alternative security acceptable to Director, including cash, certified check payable to COUNTY, certificate of deposit, or letter of credit (together, "**Performance Assurance**"), in the amount not less than \$50,000.

The Performance Assurance secures full and timely satisfaction of Performance Obligations for both Task 1 and Task 2 services.

CONTRACTOR shall provide a Performance Assurance in the amount listed in the table below for the period beginning on the Execution Date and ending on the last day of the first Contract Year.

Service Area	Amount of Performance Assurance
Mesa Heights GDD	\$338,277.97

Beginning on the first day of the next Contract Year, and in all subsequent Contract Years, that amount must be not less than the sum of:

	15 percent of CONTRACTOR'S Gross Receipts from Task 1 Services minus any Franchise Fees for the prior Contract Year;
+	15 percent of CONTRACTOR'S Gross Receipts from Task 2 Services for the prior Contract Year
+	110 percent of any Franchise Fees paid by CONTRACTOR during the first six months of the prior Contract Year;
+	110 percent of any liquidated damages assessed CONTRACTOR by COUNTY during the first six months of the prior Contract Year; and
+	Up to \$50,000, at the discretion of Director;
=	SUM OF PERFORMANCE ASSURANCE (\$50,000 MINIMUM)

A performance bond must be payable to COUNTY and executed by a corporate surety licensed to transact business (admitted) as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by Director. The form of performance bond may not allow the bond surety to substitute another Person to perform Task 1 and Task 2 services but must provide for payment of moneys to COUNTY to; (1) secure substitute Task 1 and Task 2 services; (2) remedy damages incurred by COUNTY, including reasonable expenses, attorney's fees, and liquidated and compensatory damages; (3) ensure satisfaction of all Performance Obligations, including

payment of any Franchise Fees; and, (4) repay any money recovered from COUNTY in any bankruptcy or similar proceedings relating to CONTRACTOR. The performance bond must be conditioned on faithful performance by CONTRACTOR of all the terms and conditions of this CONTRACT, including payment of Franchise Fees and any liquidated damages.

Each Performance Assurance must be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. At least 30 days prior to the Execution Date and 30 days prior to any renewal of the Performance Assurance, CONTRACTOR shall deliver the Performance Assurance to Director.

Director may verify the accuracy and authenticity of the Performance Assurance submitted.

## **B. Further Assurances**

In addition to all other rights and remedies it may have, within five days of County request CONTRACTOR will provide reasonable assurances that it can timely and fully meet its obligations under this CONTRACT in any or all of in the following events:

### **1. Labor**

CONTRACTOR is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing and other concerted job actions).

### **2. Tipping Fees**

CONTRACTOR does not pay an Identified Solid Waste Facility for services.

### **3. Employee Wages**

CONTRACTOR does not pay wages to its employees, provide workers' compensation insurance required by law, or pays employment-related taxes or fees.

### **4. County**

CONTRACTOR does not pay COUNTY any amount that COUNTY has charged CONTRACTOR.

## 5. Meet Obligation

In the COUNTY's judgment, the occurrence of either of the following events jeopardizes CONTRACTOR's ability to timely and fully meet its obligations under this CONTRACT:

- CONTRACTOR does not regularly pay its bills when due, or
- The entering of any judgment against CONTRACTOR or any Guarantor with respect to Criminal Conduct by CONTRACTOR or Guarantor.

**“Assurance of Performance”** means any or all of the following actions, as COUNTY requests:

- Reduction or elimination of insurance deductibles or self-insured retention,
- Providing or increasing the size of a letter of credit, or
- Providing an additional performance bond, certificate of deposit or other instrument.

## SECTION 16 - CONTRACT SERVICE AREA INFORMATION

CONTRACTOR is to use and follow the information below provided by Director. Not every Service Area has a sample of every item as it may not be applicable. For example, East Los Angeles has no history of bears opening Refuse Containers so a Bear Map will not be included. Many of the required documents in Exhibit 17 will have a sample listed below.

### A. Maps

1. Service Area and Collection Schedule
2. Hot Zones
3. Difficult to Service
4. Bear Zone
5. Alleys
6. Public Receptacles
7. Roll-Out Minimum Service

### B. Sample Graphics

1. Cart Lid Labels
2. Dumpster Labels
3. Vehicle Billboards

### C. Data

1. Street and Alley Miles
2. Difficult to Service Addresses
3. Public Receptacles Locations
4. Roll-Out Minimum Service Locations
5. Refuse Units
6. Tonnages
7. Parcels

### D. Outreach

1. COUNTY and CONTRACTOR Letters
2. Non-Collection Notice
3. Customer Terms and Conditions
4. Service Brochure
  - a. *Residential*
  - b. *Multi-Family*
  - c. *Commercial*
5. Rate Sheet

**E. SWIMS**

1. Form C
2. Form L
3. Form T
4. Form V Vehicle List

## SECTION 17 - CONTRACTOR DOCUMENTATION (Contract Services)

### A. CONTRACTOR'S Compliance with CONTRACTOR Documentation

CONTRACTOR shall provide Task 1 and Task 2 Services in compliance with the CONTRACTOR Documentation attached as Exhibit 17.

### B. Changes in CONTRACTOR Documentation

#### 1. Notice to Director

CONTRACTOR shall give Director prompt Notice of any changes in CONTRACTOR Documentation listed in item A of Exhibit 17 CONTRACTOR Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's receipt of those changes will be evidenced by the following acknowledgment, appended in substantially this form to the changed CONTRACTOR Documentation:

**From:** Director Designee  
**Sent:** Tuesday, May 09, 2017 4:55 PM  
**To:** waste hauler  
**Cc:** Business Relations and Contracts Division  
**Subject:** Service Area Name - Acknowledgement of Notice

**Acknowledgment:** CONTRACTOR has submitted the attached CONTRACTOR Documentation.

Director Designee  
Senior Civil Engineer  
Los Angeles County Public Works  
Office: 626-458-3573

#### 2. Director Consent.

CONTRACTOR shall submit to Director for review and consent any changes in CONTRACTOR Documentation listed in item B of Exhibit 17 CONTRACTOR Documentation, after the Execution Date. CONTRACTOR shall follow Notice procedure in Part 9F of Exhibit 5. Director's approval will be evidenced by the following acknowledgment, appended in substantially the following form to the changed CONTRACTOR Documentation:

**From:** Director Designee  
**Sent:** Tuesday, May 09, 2017 4:55 PM  
**To:** waste hauler  
**Cc:** Business Relations and Contracts Division  
**Subject:** Service Area Name - Acknowledgement of Consent

**Acknowledgment:** I have reviewed and approved the attached CONTRACTOR Documentation

Director Designee  
Senior Civil Engineer  
Los Angeles County Public Works  
Office: 626-458-3573

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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

UNIVERSAL WASTE SYSTEMS, INC.

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

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Type or Print Name

# **ENCLOSURE B**



**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
MESA HEIGHTS GARBAGE DISPOSAL DISTRICT**

**SELECTED FIRMS**

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business
Universal Waste Systems, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**NON-SELECTED FIRMS**

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.




































**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
MESA HEIGHTS GARBAGE DISPOSAL DISTRICT**

<b>FIRM INFORMATION*</b>		Universal Waste Systems, Inc.
<b>BUSINESS STRUCTURE</b>		Corporation
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER/% OF OWNERSHIP</b>
<b>OWNERS/PARTNERS</b>	Black/African American	0
	Hispanic/Latino	0
	Asian or Pacific Islander	0
	Native American	0
	Subcontinent Asian	0
	White	6/100%
	<b>TOTAL</b>	6
	<i>Female (included above)</i>	2/33%
<b>COUNTY CERTIFICATION</b>		
CBE		N
LSBE		N
<b>OTHER CERTIFYING AGENCY</b>		N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

# **ENCLOSURE C**

lacounty.gov

1.  2.  3.  4.  5.  6.  7.  8.  9.  10.  11.  12.  13.  14.  15.  16.  17.  18.  19.  20.  21.  22.  23.  24.  25.  26.  27.  28.  29.  30.  31.  32.  33.  34.  35.  36.  37.  38.  39.  40.  41.  42.  43.  44.  45.  46.  47.  48.  49.  50.  51.  52.  53.  54.  55.  56.  57.  58.  59.  60.  61.  62.  63.  64.  65.  66.  67.  68.  69.  70.  71.  72.  73.  74.  75.  76.  77.  78.  79.  80.  81.  82.  83.  84.  85.  86.  87.  88.  89.  90.  91.  92.  93.  94.  95.  96.  97.  98.  99.  100.  101.  102.  103.  104.  105.  106.  107.  108.  109.  110.  111.  112.  113.  114.  115.  116.  117.  118.  119.  120.  121.  122.  123.  124.  125.

<b>Solicitation Number:</b>	BRC0000369		
<b>Title:</b>	Belvedere and Mesa Heights Garbage Disposal Districts (BRC0000369)		
<b>Department:</b>	Public Works		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$13,000,000.00
<b>Commodity:</b>	GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE		

**Description:**

PLEASE TAKE NOTICE that Public Works requests bid submissions for the Belvedere and Mesa Heights Garbage Disposal Districts (BRC0000369) contracts. Public Works may award up to a total of two contracts for the areas indicated in the chart below. Each area will be evaluated and awarded separately. These contracts have been designed to have a potential maximum contract term of 11 years consisting of an initial 7 year term and potential additional two 2 year option renewals. The estimated total annual contract amounts of these services are shown in the table below.

Garbage Disposal District Estimated Annual Amount

Belvedere \$9,000,000

Mesa Heights \$4,000,000

The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be requested from Messrs. David Pang at (626) 458 7167 or [dpang@pw.lacounty.gov](mailto:dpang@pw.lacounty.gov) or Danny Medina at (626) 458 4080 or [dmedina@pw.lacounty.gov](mailto:dmedina@pw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

Note: Public Works will award a total of two contracts, one for each Garbage Disposal District. Bidders may submit bids for any combination of the two Garbage Disposal Districts. Bidders must clearly specify for which Garbage Disposal District they are submitting a bid. Bids will be evaluated and awarded separately.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://pw.lacounty.gov/brcd/servicecontracts>.

"Do Business with Public Works" Website Registration:

All interested bidders for this IFB are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this IFB through the website will receive automatic notification when any update to this IFB is made. The County does not have an obligation to notify any bidders other than through the Public Works website's automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being a County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Minimum Mandatory Requirements: At the time of bid submission, bidders must meet all minimum requirements set forth in the IFB documents including, but not limited to:

1. The bidder and any subcontractor performing Task 1, must have a minimum of 3 years of experience in the automated collection (via plastic carts and metal dumpsters) and the management of refuse, recyclable materials, and green waste from residences (single-family homes and duplexes), multifamily residences, businesses, commercial establishments, and industrial establishments. Additionally, a bidder that is a Joint Venture must either meet the three years of experience requirement while operating as a Joint Venture within the United States or the portion of the Joint Venture that is to perform the physical services, reporting, and record keeping required in this contract must meet the experience requirement indicated above. This information must be identified in the bid and must be included in Form PW-14, Bidder's Compliance with the Minimum Mandatory Requirements of the IFB.
2. The bidder and subcontractor(s), if any, performing waste hauling must possess the required valid Waste Collector

Permit naming the bidder and subcontractor(s), if any, as the permittee or a copy of the application for a Waste Collector Permit naming the bidder and subcontractor(s), if any, as the permittee issued by the County of Los Angeles Department of Public Health at the time of bid submission. This information must be identified in the bid and must be included in Form PW-14, Bidder's Compliance with the Minimum Mandatory Requirements of the IFB. Additionally, if a bidder is a Joint Venture, either the Joint Venture itself or the portion of the Joint Venture that is to perform the physical services, reporting, and record keeping required in this contract must possess the required valid Waste Collector Permit.

3. The bidder must also submit a Bid Guaranty as outlined in Part I, Section 2.A.15., Bid Guaranty. This information must be identified in the bid and must be included in Form PW-14, Bidder's Compliance with the minimum mandatory requirements of the IFB. A separate bid guaranty must be submitted for each area that the bidder is submitting a bid for.

4. The bidder must be able to demonstrate its financial and physical capabilities to provide all of the services contemplated in the specifications outlined in Part II of the Sample Contract, as well as equipment required in the performance of the work through either one of the two options:

**Audited Financial Statements:** When audited financial statements are submitted, the bidder's annual average gross business income for the most current three full fiscal years, shall be no less than one time the total proposed annual amount for Tasks 1 and 2 from Form PW-2.1-2.2, Schedule of Prices, and must be prepared and certified by an independent Certified Public Accountant or an accounting firm.

**Reviewed Financial Statements:** When reviewed financial statements are submitted, the bidder's annual average gross business income for the most current three full fiscal years shall be no less than three times the total proposed annual amount for Tasks 1 and 2 from Form PW-2.1-2.2, Schedule of Prices, and must be prepared and certified by an independent Certified Public Accountant or an accounting firm.

Unless Financial Statements are submitted virtually per Part 1, Section 2.A.10, then Financial Statements must be submitted by the Bid submission deadline.

**PLEASE NOTE THAT BIDDERS ARE RESPONSIBLE FOR INDEPENDENTLY INVESTIGATING SERVICE CONDITIONS IN THE SERVICE AREAS PRIOR TO BID SUBMISSION.**

There is no bidders' conference or walk-through requirements for this solicitation; however, it is the bidders' sole responsibility to do their due diligence to inspect the service area locations. All service area locations visits should be carried out prior to the established bid submission deadline. The bid submission deadline will not be extended to allow for additional time to complete a service area location visit.

The deadline to submit bids is Tuesday, May 30, 2023, at 5:30 p.m. Please direct your questions to Messrs. Pang or Medina. See below for all deadlines relating to this solicitation. Be advised, any changes to the due dates listed herein will only be made by Public Works, in writing in the form of an Informational Update or Addendum to the solicitation.

Item Solicitation Schedule Due Date (by 5:30 p.m.)

1. Written Questions Due Thursday, May 11, 2023

2. Form PW-3: Jury Service Exemption Thursday, May 11, 2023

3. Bid Submission Due Tuesday, May 30, 2023

**NOTE:** Items 1 through 2 above, if submitting, will be due via email to Messrs. Pang or Medina. Item 3 is due from all proposers in accordance with the Important Notice below.

<b>Open Day:</b>	4/18/2023	<b>Closed Date:</b>	6/6/2023 5:30:00 PM																																				
<b>Contact Name:</b>	David Pang	<b>Contact Phone:</b>	(626) 458-7167																																				
<b>Contact Email:</b>	dpang@pw.lacounty.gov																																						
<b>Notice of Intent to Award (0) :</b>	<a href="#">➕ Click here to view notice intent to award list.</a>																																						
<b>Solicitation Award (0) :</b>	<a href="#">➕ Click here to view award list.</a>																																						
<b>Last Changed On:</b>	6/1/2023 1:15:38 PM																																						
<b>Attachment File (6) :</b>	<div> <a href="#">⊖ Click here to download attachment files.</a> </div> <table border="1"> <thead> <tr> <th>File Name</th> <th>Description</th> <th>Type</th> <th>Size</th> <th>Last Update On</th> <th></th> </tr> </thead> <tbody> <tr> <td>IFBBelvedereMesaHeights41723Approved.pdf</td> <td>Approved IFB 4.17.23</td> <td>.pdf</td> <td>17051633</td> <td>04-20-2023</td> <td><a href="#">Download</a></td> </tr> <tr> <td>Addendum142523.pdf</td> <td>Addendum 1 4.25.23</td> <td>.pdf</td> <td>2630148</td> <td>04-25-2023</td> <td><a href="#">Download</a></td> </tr> <tr> <td>Addendum251723.pdf</td> <td>Addendum 2 5.17.23</td> <td>.pdf</td> <td>3189622</td> <td>05-17-2023</td> <td><a href="#">Download</a></td> </tr> <tr> <td>InformationalUpdate152223.pdf</td> <td>Informational Update 1 5.22.23</td> <td>.pdf</td> <td>116199</td> <td>05-22-2023</td> <td><a href="#">Download</a></td> </tr> <tr> <td>Addendum352523.pdf</td> <td>Addendum 3 5.25.23</td> <td>.pdf</td> <td>1131056</td> <td>05-25-2023</td> <td><a href="#">Download</a></td> </tr> </tbody> </table> <div> <a href="#">««</a> <a href="#">«</a> <a href="#">1</a> <a href="#">2</a> <a href="#">»</a> <a href="#">»»</a> </div>			File Name	Description	Type	Size	Last Update On		IFBBelvedereMesaHeights41723Approved.pdf	Approved IFB 4.17.23	.pdf	17051633	04-20-2023	<a href="#">Download</a>	Addendum142523.pdf	Addendum 1 4.25.23	.pdf	2630148	04-25-2023	<a href="#">Download</a>	Addendum251723.pdf	Addendum 2 5.17.23	.pdf	3189622	05-17-2023	<a href="#">Download</a>	InformationalUpdate152223.pdf	Informational Update 1 5.22.23	.pdf	116199	05-22-2023	<a href="#">Download</a>	Addendum352523.pdf	Addendum 3 5.25.23	.pdf	1131056	05-25-2023	<a href="#">Download</a>
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# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023		
<b>BOARD MEETING DATE</b>	11/7/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works and Beaches and Harbors		
<b>SUBJECT</b>	CP Aubrey Austin Park Rehabilitation Project		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A		
<b>COST &amp; FUNDING</b>	Total cost: \$1,500,000	Funding source: Marina Replacement Accumulative Capital Outlay Fund	
	TERMS (if applicable): N/A		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	Approve the proposed capital project and authorize Public Works to deliver using a Board-approved Job Order Contract.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>Aubrey Austin Park is located in Marina del Rey and is operated and maintained by the Department of Beaches and Harbors. The 1/3-acre park consists of paved walkways and viewing areas to the Marina lagoon that serve the constituents and visitors in Marina del Rey.</p> <p>The proposed project consists of removing, replacing, and reconfiguring the existing damaged paved walkways to comply with current Americans with Disabilities Act requirements and to preserve and protect the existing surrounding mature trees while continuing to support safe and healthy recreational uses. The proposed project will also include repairing the existing landscaping and irrigation, and replacing the site fixtures and furnishings.</p>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The project supports Board Priority No. 7, Sustainability, by investing in County park facilities to enhance recreational opportunities for County residents and visitors.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a>		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

November 7, 2023

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

Dear Supervisors:

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
AUBREY AUSTIN PARK REHABILITATION PROJECT  
APPROVE CAPITAL PROJECT AND BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER CONTRACTING  
SPECS. 7795; CAPITAL PROJECT NO. 89222  
(FISCAL YEAR 2023-24)  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the Aubrey Austin Park Rehabilitation Project with a total budget of \$1,500,000 and associated appropriation adjustment; and authorization to deliver the proposed project using a Board-approved Job Order Contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Aubrey Austin Park Rehabilitation Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Approve the proposed Aubrey Austin Park Rehabilitation Project, Capital Project No. 89222, with a total project budget of \$1,500,000.

3. Approve an appropriation adjustment to transfer \$973,000 from the Services and Supplies Marina Replacement Accumulative Capital Outlay Fund to the Aubrey Austin Park Rehabilitation Project, Capital Project No. 89222, to fully fund the proposed project.
4. Authorize the Director of Public Works or his designee to deliver the proposed project using a Board-approved Job Order Contract.
5. Authorize the Director of Beaches and Harbors or his designee to waive the Right-of-Entry Permit fees for the proposed Aubrey Austin Park Rehabilitation Project.

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

Approval of the recommended actions will find the Aubrey Austin Park Rehabilitation Project is exempt from the California Environmental Quality Act (CEQA); approve the capital project, project budget, and appropriation adjustment; authorize Public Works to deliver the proposed project using a Board-approved Job Order Contract (JOC); and authorize Beaches and Harbors to waive the Right-of-Entry Permit fees.

#### **Project Description and Background**

Aubrey Austin Park is located at 4500 Via Marina, Marina del Rey, CA 90292 and is operated and maintained by the Department of Beaches and Harbors. The 1/3-acre park consists of paved walkways and viewing areas to the Marina channel that serve the constituents in Marina del Rey.

The proposed project consists of removing, replacing, and remodeling the existing damaged paved walkways to comply with current Americans with Disabilities Act requirements and to preserve and protect the existing surrounding mature trees; repairing the existing landscaping and irrigation; and replacing the site fixtures and furnishings. The park improvements will provide safe and healthy recreational uses for the residents and visitors of the unincorporated community of Marina del Rey.

Public Works utilized a Board-approved on-call consultant to prepare the design and is seeking approval from the Board to carry out the work using a Board-approved JOC. It is anticipated that the work will begin in January 2024 and be completed by June 2024. The JOC contractor will be required to obtain a Right-of-Entry Permit from Beaches and Harbors for the proposed project.

## Green Building/Sustainable Design Program

The project will support the Board's Green Building/Sustainable Design Program by incorporating drought tolerant landscaping and water efficient irrigation as part of the project.

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

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets by investing in public infrastructure that will enhance recreational and cultural opportunities for County residents and visitors.

### **FISCAL IMPACT/FINANCING**

The project budget is estimated at \$1,500,000, including design, plan check, consultant services, construction, change order contingency, Civic Art allowance, and County services. The Project Schedule and Budget Summary are included in Enclosure A.

The Fiscal Year 2023-24 Capital Projects/Refurbishment Budget includes \$527,000 in appropriation from the Marina Replacement Accumulative Capital Outlay Fund, under Capital Project No. 89222, that was used to fund the design phase costs for the proposed project.

Approval of the appropriation adjustment (Enclosure B) will transfer an additional \$973,000 from the Services and Supplies Marina Replacement Accumulative Capital Outlay Fund to fully fund the proposed project. The project is entirely funded by the Marina Replacement Accumulative Capital Outlay Fund.

### **Operating Budget Impact**

Following completion of the project, Beaches and Harbors will fund the additional associated maintenance and operational costs for the park facility with existing budgetary resources from its Operating Budget.

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

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the proposed project budget includes 1 percent of the eligible design and construction costs allocated to the Civic Art Fund, which is estimated at \$10,000.

This project is subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from CEQA. The project consists of replacing the existing walkways and site furnishings and repairing the landscaping and irrigation at the park facility and is within certain classes of projects that have been determined not to have a significant effect on the environment. The project meets the criteria set forth in Sections 15301 (c), (d), (h), and (l); and 15302 of the State CEQA Guidelines and Classes 1 (c), (h), (j), and (n); and 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for repair, renovation, and minor alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity. As part of the landscaping work, two existing immature trees will be relocated onsite.

Additionally, the proposed project will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the record of the proposed project.

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

## **CONTRACTING PROCESS**

Public Works utilized a Board-approved, on-call consultant to prepare the design and is requesting Board authorization to carry out the work using a Board-approved JOC.

The Honorable Board of Supervisors  
November 7, 2023  
Page 5

The project scope includes substantial remodeling and alteration work, and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the project.

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

Approval of the recommended actions will have no impact on current County services or projects. The park will be closed during construction, and the contractor will be required to coordinate construction activities with the County to minimize disruption to the surrounding community.

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:AR:sl

Enclosures

c: Department of Arts and Culture (Civic Art Division)  
Department of Beaches and Harbors  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
AUBREY AUSTIN PARK REHABILITATION PROJECT  
APPROVE CAPITAL PROJECT AND BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER CONTRACTING  
SPECS. 7795; CAPITAL PROJECT NO. 89222  
(FISCAL YEAR 2023-24)  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	01/27/2023*
Jurisdictional Approvals	09/29/2023*
Construction Award (Job Order Contract)	12/14/2023
Construction Start	01/08/2024
Substantial Completion	06/28/2024
Project Acceptance	09/30/2024

\*Actual Completion Date

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
Construction	\$1,053,000
Civic Art	\$ 10,000
Plans and Specifications	\$ 115,000
Consultant Services	\$ 25,000
Miscellaneous Expenditures	\$ 0
Jurisdictional Review/Plan Check/Permits	\$ 6,500
County Services	\$ 290,500
<b>TOTAL</b>	<b>\$1,500,000</b>

PINK

BA FORM 10142022

BOARD OF SUPERVISORS  
OFFICIAL COPY

August 11, 2023

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF BEACHES AND HARBORS

**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**

**3 - VOTES**

**SOURCES**

**USES**

**MARINA REPLACEMENT A.C.O. FUND**

MA2-BH-2000-65296

SERVICES & SUPPLIES

**DECREASE APPROPRIATION**

**973,000**

MARINA DEL REY ACO

**AUBREY AUSTIN PARK REHABILITATION**

MA2-CP-6014-65051-89222

CAPITAL ASSETS - B & I

**INCREASE APPROPRIATION**

**973,000**

**SOURCES TOTAL**

**\$ 973,000**

**USES TOTAL**

**\$ 973,000**

**JUSTIFICATION**

Reflects an appropriation adjustment to transfer \$973,000 from the Marina Replacement Accumulative Capital Outlay Fund- Services and Supplies budget to the Aubrey Austin Park Rehabilitation project, Capital Project No. 89222 , to fully fund the project.

**Penelope Rodriguez**

Digitally signed by Penelope Rodriguez  
Date: 2023.09.11 17:45:36 -07'00'

**AUTHORIZED SIGNATURE**

Penlope Rodriguez, DFMI

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

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

☐ ACTION

☒ RECOMMENDATION

**Lan Sam**  
Digitally signed by Lan Sam  
Date: 2023.09.13 09:43:44 -07'00'

AUDITOR-CONTROLLER

BY

DATE **9/13/23**

B.A. NO. **028**

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

**Amir Alam**

Digitally signed  
by Amir Alam  
Date: 2023.09.15 08:09:31 -07'00'

BY

DATE **9/15/23**



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023						
<b>BOARD MEETING DATE</b>	11/7/2023						
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>						
<b>DEPARTMENT(S)</b>	Public Works						
<b>SUBJECT</b>	Annexation and Levying of Sewer Service Charges to the Consolidated Sewer Maintenance District of Parcel No. 200-23 within the City of Maywood						
<b>PROGRAM</b>	Infrastructure Operation and Maintenance for Wastewater Systems						
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
	If Yes, please explain why:						
<b>DEADLINES/ TIME CONSTRAINTS</b>	This agenda item must be approved and ordered by the Board of Supervisors on the November 28, 2023, Public Hearing to allow Public Works enough time to file the report of boundary changes with the State Board of Equalization by December 1, 2023. This will enable the District to collect its sewer service charges on the tax roll in Fiscal Year 2024-25.						
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total revenue: \$170,000</td><td>Funding source: Sewer Maintenance Districts</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation: The above total is the amount of annual revenue that will be collected as part of the property tax roll. It is deposited into the Sewer Maintenance Districts' funds for the exclusive use in carrying out the subject program pursuant to the Board-adopted Sewer System Management Plan.</td></tr> </table>	Total revenue: \$170,000	Funding source: Sewer Maintenance Districts	TERMS (if applicable):		Explanation: The above total is the amount of annual revenue that will be collected as part of the property tax roll. It is deposited into the Sewer Maintenance Districts' funds for the exclusive use in carrying out the subject program pursuant to the Board-adopted Sewer System Management Plan.	
Total revenue: \$170,000	Funding source: Sewer Maintenance Districts						
TERMS (if applicable):							
Explanation: The above total is the amount of annual revenue that will be collected as part of the property tax roll. It is deposited into the Sewer Maintenance Districts' funds for the exclusive use in carrying out the subject program pursuant to the Board-adopted Sewer System Management Plan.							
<b>PURPOSE OF REQUEST</b>	Approval of the Annexation and Levying of Sewer Service Charges for Fiscal Year 2024-25 will allow the District to collect its sewer service charges on the tax roll.						
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On August 23, 2023, the Maywood City Council formally requested to be annexed into the Consolidated Sewer Maintenance District. The City currently maintains its sewers and collects a sewer service charge on property owners' annual tax bills. The City's current sewer service charge rate is the same as the District, and the rate will not change upon annexation. Since the District will be performing the same services for the same fee, this annexation will not result in a fee increase that would be subject to the requirements of Proposition 218.</p> <p>The annexation will include 3,380 individual properties that will be assessed an annual sewer service charge of \$50.50 per sewage unit. A sewage unit is equivalent to a single-family dwelling. Multiple-family dwellings, commercial, or industrial parcels are assessed a multiplier of the sewage unit. Vacant parcels will be assessed at the rate of one-half of a sewage unit. These charges will become effective beginning in Fiscal Year 2024-25.</p> <p>On November 7, 2023, the Board will set the date of the Public Hearing. All public notice requirements will be completed prior to the November 28, 2023, Public Hearing.</p> <p>On November 28, 2023, the Board will take the following steps during the Public Hearing:</p> <ul style="list-style-type: none"> <li>• Receive a jurisdictional statement from Public Works.</li> <li>• Receive testimony from the public (if any).</li> <li>• Find whether or not a majority protest of property owners exists, which for this matter is defined as 1,691 of the 3,380 individual property owners submitting a written protest.</li> </ul>						
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:						
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Board Priority #7: Sustainability (adopted in 2019). Providing resources for maintaining sanitary sewers achieves a reduction of spills, thereby ensuring that the public does not come into contact with wastewater. Therefore, this action creates healthier, more livable, economically stronger, more equitable, and more resilient communities.						
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Coby Skye, Deputy Director, (626) 458-4016, cell (562) 212-9500, <a href="mailto:cskye@dpw.lacounty.gov">cskye@dpw.lacounty.gov</a>						



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

November 7, 2023

IN REPLY PLEASE  
REFER TO FILE:

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

Dear Supervisors:

**ENVIRONMENTAL SERVICES CORE SERVICE AREA  
ANNEXATION AND LEVYING OF SEWER SERVICE CHARGES TO THE  
CONSOLIDATED SEWER MAINTENANCE DISTRICT OF PARCEL NO. 200-23  
WITHIN THE CITY OF MAYWOOD  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the annexation of the City of Maywood into the Los Angeles County Consolidated Sewer Maintenance District and levying of sewer service charges on properties within the City.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Adopt the Resolution of Intention to set a public hearing regarding the proposed annexation of territory within the City of Maywood to the Consolidated Sewer Maintenance District and the levying of sewer service charges within the annexed parcel.
2. In accordance with Health and Safety Code Sections 4897 through 4899, instruct the Director of Public Works or his designee to post notices of the hearing in at least three conspicuous places in the territory proposed to be annexed and in at least three conspicuous places in the Consolidated Sewer Maintenance District. The notices shall contain a description of the territory proposed to be annexed; the date, time, and location of the hearing; and shall be posted not less than 3 weeks prior to the date set for the hearing.

3. In accordance with Health and Safety Code Section 4899, instruct the Executive Officer of the Board to publish the notices once a week for two consecutive weeks in both English and Spanish newspapers.

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

1. Determine whether a majority written protest exists against the proposed imposition of sewer service charges on the properties to be annexed.
2. If a majority written protest does not exist:
  - a. Find that the annexation and levying of sewer service charges are to meet operational expenses to maintain service within the proposed annexation areas and are statutorily exempt from the California Environmental Quality Act.
  - b. Find that the parcel proposed to be annexed will benefit from the sewers maintained by Public Works and commencing in Fiscal Year 2024-25, authorize the boundaries of the Consolidated Sewer Maintenance District be altered to include such benefited parcel, and order levying of sewer service charges within the annexed parcel.
  - c. Adopt the Property Tax Transfer Resolution approving and accepting negotiations that there will be no exchange of property tax revenues from the annexation of the parcel.
  - d. Instruct the Director of Public Works or his designee to file the statement of boundary change with the State Board of Equalization and the County of Los Angeles Assessor.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to annex the City of Maywood to the Consolidated Sewer Maintenance District and to levy sewer service charges on properties within the City.

On August 23, 2023, the City Council adopted City Resolution No. 6316, requesting annexation of all City territory currently being served by the City's local sanitary sewer system into the District for improved operation, maintenance, and management of the City's sewers. The City currently maintains its sewers and funds the operations through the collection of sewer service charges on property owners' annual tax bills. The City's

sewer service charge rate is the same as the District's, and the rate will not change upon annexation.

Approval of the proposed annexation will allow the District to maintain the local sanitary sewers within the City. The sewer service charge to be levied on the annexed parcel is to provide funding for the District to maintain the sewer facilities in compliance with the State Water Resources Control Board's regulatory requirements and Public Health standards.

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

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality; Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions allow the annexation of new territories into the District and levying of sewer service charges to the affected parcels to ensure that sufficient funds are raised for the continued maintenance of the sewer system in a cost-effective, safe, and environmentally sound manner and to protect the water resources of our communities.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

Upon approval by the Board, this action will generate an estimated \$170,000 in additional annual revenue to Public Works effective July 1, 2024, to provide for ongoing sewer maintenance operations. The additional revenue will be included in the Consolidated Sewer Maintenance District (GA9, Revenue Source 9570) Fiscal Year 2024-25 Budget.

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

These recommended actions are required to annex parcels that will benefit from sewers maintained by the District.

The areas to be included are located within the City. The procedures to annex territory into the District are set forth in California Health and Safety Code Section 4895 et seq. In order to annex territory located within a city, these procedures require consent of the governing body of such city. The City has adopted the enclosed resolution granting consent and jurisdiction to the County for the inclusion of sewer areas within the City into the District (Enclosure A).

In order to effectuate an annexation, Section 4896 of the Health and Safety Code requires the Board, by resolution, to set a time and place for a public hearing regarding the proposed annexation. Consistent with this requirement, the enclosed Resolution of Intention (Enclosure B) identifies the areas proposed to be annexed. Sewer service charges shall be determined in accordance with Title 20, Divisions 2 and 3 of the Los Angeles County Code.

In accordance with Health and Safety Code, Sections 4897 through 4899, Public Works shall post the required notices of the public hearing in at least three conspicuous places in the territory proposed to be annexed and in at least three conspicuous places in the District at least 3 weeks prior to the date of the hearing.

Because the District will be performing the same services that are currently being performed by the City and the same fee will be imposed upon each property within the annexed territory that is currently being charged, this annexation will not result in a new or increased fee that would be subject to the requirements of Proposition 218 (California Constitution, Article XIII D, Section 6).

As required by Section 4899 of the Health and Safety Code, the Board shall direct the Executive Officer of the Board to publish a notice of the hearing in a newspaper of general circulation once a week for two consecutive weeks.

Pursuant to Section 99 of the Revenue and Taxation Code, there will be no exchange of property tax revenues as a result of this action.

The Director of Public Works or his designee shall file the necessary statement of boundary change with the State Board of Equalization and the County of Los Angeles Assessor as required by Section 54900 of the Government Code and Section 99 of the Revenue and Taxation Code.

This proposal was reviewed by the Director of Public Works or his designee, acting as the County Surveyor, and the County of Los Angeles Assessor. The boundaries were approved as to definiteness and certainty and are shown on the legal descriptions on Enclosure B.

The Resolution of Intention (Enclosure B) and Property Tax Resolution (Enclosure C) have been approved as to form by County Counsel.

**ENVIRONMENTAL DOCUMENTATION**

The proposed annexation and levy of sewer service charges is to fund operating expenses to maintain existing sewers and is exempt from the California Environmental Quality Act (CEQA) pursuant to the Public Resources Code, Section 21080 (b)(8) and Section 15273 (a) of the CEQA Guidelines.

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

This action will result in the annexation of an additional 24 miles of sewer lines to the District. The revenue to be generated will be sufficient to fund the increased cost of maintaining the sewers within the new service area. The recommended action will not have a negative impact on current County services or projects.

**CONCLUSION**

Please return two adopted copies of this letter to Public Works, Sewer Maintenance Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:MM:nv

Enclosures

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

# **ENCLOSURE A**

## **RESOLUTION NO. 6316**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, GRANTING CONTINUOUS CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF THE ENTIRETY OF THE CITY OF MAYWOOD WITHIN A COUNTY SEWER MAINTENANCE DISTRICT**

**WHEREAS**, currently, the City does not have the resources, staff, or the equipment necessary to maintain sanitary sewers; and

**WHEREAS**, it appears in the public interest and convenience that all areas served by sanitary sewers in the City of Maywood be included in a County sewer maintenance district.

**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF MAYWOOD DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** That the public interest and convenience require all territory served by sanitary sewers within the boundaries of the City of Maywood to be included in a County sewer maintenance district formed for the purpose of maintaining local sanitary sewers pursuant to Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, or Chapter 26, Part 3 Division 7 of the Streets and Highways Code, as amended, of the State of California.

**Section 2.** That pursuant to the authority vested in it by Section 4895 of said Health and Safety Code, or Section 5837 of said Streets and Highways Code, the City Council, being the legislative body of the City of Maywood, hereby consents, subject to Section 3 below, to the inclusion of City territory designated in Exhibit "A", attached hereto and incorporated herein by reference, within a County sewer maintenance district, and to the exercise of exclusive jurisdiction by the Board of Supervisors of said County of Los Angeles over all proceedings necessary thereto for the purpose of consummating the same pursuant to applicable laws.

**Section 3.** That said consent and jurisdiction granted to the Board of Supervisors as set forth in Section 2 of this Resolution shall not be construed to request, require, or permit the immediate inclusion of all territory within the City of Maywood in a County sewer maintenance district, but only to request or permit the immediate inclusion of areas that are now served by sewers, or that are assured of having sewer service in the near future. Additional served areas may be included in a sewer maintenance district by annexation proceedings from time to time without securing further consent and grant of jurisdiction from this Council.



**Section 4.** That the City Clerk shall certify to the adoption of this Resolution and shall deliver three certified copies thereof to the Clerk of the Board of Supervisors of the County of Los Angeles.

**Section 5.** This Resolution shall become effective immediately upon adoption.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Maywood at the regular meeting of this 23rd day of August, 2023.

  
\_\_\_\_\_  
Frank Garcia, Mayor

ATTEST:

  
\_\_\_\_\_  
Daisy Guerrero, Deputy City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roxanne Diaz, City Attorney

I, Daisy Guerrero, Deputy City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution 6316 was adopted at a regular meeting of the City Council of the City of Maywood held on the 23rd day of August, 2023 by the following vote:

AYES: DE LA RIVA, MARQUEZ, TORRES, AGUILUZ, GARCIA

NOES:

ABSTAIN:

ABSENT:

  
\_\_\_\_\_  
Daisy Guerrero, Deputy City Clerk

# City of Maywood Sanitary Sewer System



Exhibit "A"

# **ENCLOSURE B**

**IN THE MATTER OF ANNEXATION OF  
PARCEL NO. 200-23 WITHIN THE CITY OF MAYWOOD**

**RESOLUTION OF INTENTION**

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

**SECTION 1.** It is hereby found and determined that lateral and/or collecting sanitary sewers have been installed within the hereinafter described territory in said County of Los Angeles; that no provision has been otherwise made for the maintenance and repair of such sewers; that no part of said area is now included within a sewer maintenance district; and that said area is in need of sewer maintenance and should be annexed to the Consolidated Sewer Maintenance District of said County, formed June 3, 1929; and that any city having territory included within the proposed annexation has granted consent and jurisdiction for such annexations.

**SECTION 2.** That the public interest and convenience require, and it is the intention of said Board of Supervisors to order, that the hereinafter described territory in the County of Los Angeles be annexed to, included within, and known as the Consolidated Sewer Maintenance District, in accordance with Chapter 4, Part 3, Division 5 of the Health and Safety Code, as amended, of the State of California. Said territory shall consist of that portion of said County included within the following exterior boundary lines.

**SECTION 3.** The amounts to be levied for the expense of such operation and maintenance of the sewer facilities described shall be levied and collected in the same manner and by the same officers as taxes for County purposes are levied and collected. The sewer service charge shall be effective in Fiscal Year 2024-25.

**SECTION 4.** Sewer service charges shall be determined in accordance with Title 20, Divisions 2 and 3 of the Los Angeles County Code.

**SECTION 5.** That the public hearing upon the proposed action will be held at \_\_\_\_\_ on Tuesday, the \_\_\_\_ day of \_\_\_\_\_ 2023, which date is not less than three weeks from the adoption of this Resolution, in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, when the proposal and all objections will be heard and passed on by the Board of Supervisors, pursuant to Section 4900 of the Health and Safety Code and Section 99 of the Revenue and Taxation Code.

**SECTION 6.** That at the public hearing, the Board of Supervisors will hear testimony, consider any objections that may be filed, and determine whether the area proposed for annexation will be benefited by annexation.

[illegible]

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by the Board of Supervisors of the County of Los Angeles.

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

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

APPROVED AS TO FORM:

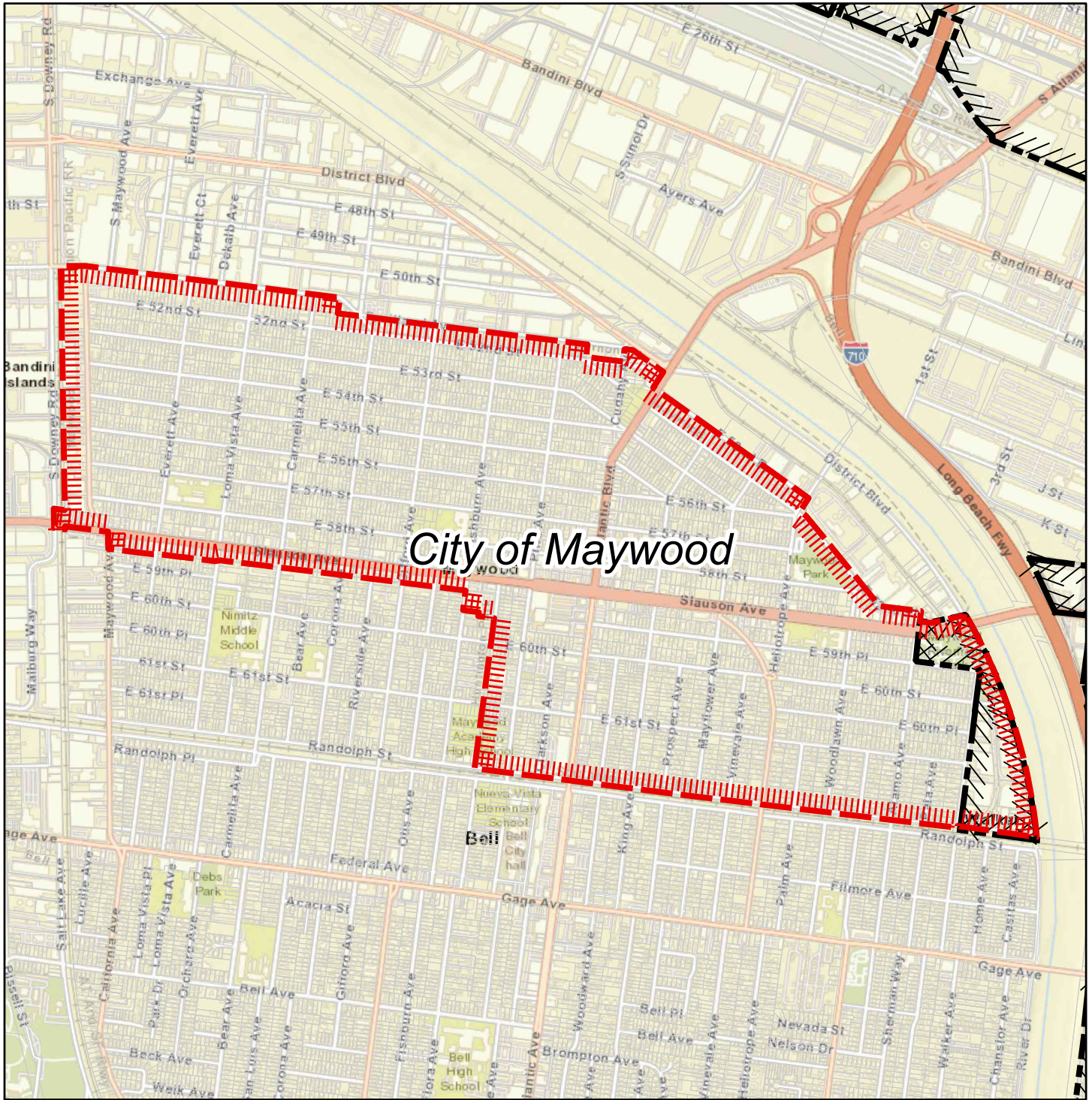
DAWYN R. HARRISON  
County Counsel

By Miguel A. Dager  
Deputy

JT:nv  
H:\Maywood Annexation Resolution.doc



# Annexation Map - Maywood - PCL 200-23



Existing Boundary of Special District



Boundary of Special District Annexation



0 750 1,500 3,000  
Feet



SEWER MAINTENANCE DIVISION

RECORD SEWER PLANS:  
Various

ACREAGE: 753.9

TBM:

DS:

DATE:  
7/24/2023

BY:

SMD MAP: C-1807,62

AMB:6311-18

OLD DS:

REV.:

SHEET  
1 of 1

ANNEXATION TO THE  
CONSOLIDATED SEWER MAINTENANCE DISTRICT  
PARCEL 200-23  
In the City of Maywood  
BEING A PORTION OF  
SAN ANTONIO (LUGO)

**ANNEXATION TO  
CONSOLIDATED SEWER MAINTENANCE DISTRICT  
(In the City of Maywood)**

**Parcel 200-23**

All that certain real property, situated in portions of Rancho San Antonio, lying within the City of Maywood in the County of Los Angeles, State of California, as said city existed on July 20, 2023.

Excepting therefrom, that portion lying within Consolidated Sewer Maintenance District as same existed on July 20, 2023.

Containing: **753.90 ± acres**

*For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.*



**ENCLOSURE C**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES, CALIFORNIA  
APPROVING AND ACCEPTING NEGOTIATIONS  
THAT THERE WILL BE NO EXCHANGE OF PROPERTY TAX REVENUES  
FROM THE ANNEXATION OF PARCEL NO. 200-23  
TO THE CONSOLIDATED SEWER MAINTENANCE DISTRICT  
ANNEXATION NO. 200-23**

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

WHEREAS, the Board of Supervisors of the County of Los Angeles is required to negotiate any exchange of property tax revenues on behalf of special districts located within the County; and

WHEREAS, the Board of Supervisors, acting on behalf of the County of Los Angeles and the Consolidated Sewer Maintenance District, has determined the amount of property tax revenues to be exchanged as a result of the annexation of Parcel No. 200-23.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The negotiated exchange of property tax revenues resulting from the annexation of Parcel No. 200-23 to the Consolidated Sewer Maintenance District, entitled Annexation Parcel No. 200-23 is approved and accepted.
2. For fiscal years commencing on and after July 1, 2024, no transfer of property tax revenues shall be made as a result of this action.

The foregoing resolution was adopted on the \_\_\_\_ day of \_\_\_\_\_, 2023,  
by the Board of Supervisors of the County of Los Angeles.

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By Miguel A. Dager  
Deputy

JT:nv  
H:\Maywood Annexation Resolution.doc

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023	
<b>BOARD MEETING DATE</b>	11/21/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	CP Los Angeles General Medical Center Pavers Repair Project	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$2,060,000	Funding source: Capital Project No. 8A001
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board establishment and approval of the project, approval of appropriation adjustment, and authorization to deliver the project using a Board-approved Job Order Contract.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	There have been no prior Board actions related to this project.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This project supports Board Priority No. 7, Sustainability, by investing in County buildings to provide improved public services and workforce environments that will lead to increased productivity.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a> .	

November 21, 2023

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

Dear Supervisors:

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
LOS ANGELES GENERAL MEDICAL CENTER  
PAVERS REPAIR PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT  
APPROVE PROJECT BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACTING  
CAPITAL PROJECT NO. 8A001  
(FISCAL YEAR 2023-24)  
(SUPERVISORIAL DISTRICT 1)  
(4 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the proposed Los Angeles General Medical Center Pavers Repair Project, approval of the project budget and related appropriation adjustment, and authorization to use a Board-approved Job Order Contract for delivery of the project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed Los Angeles General Medical Center Pavers Repair Project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed project.
2. Establish and approve the Los Angeles General Medical Center Pavers Repair Project, Capital Project No. 8A001, with a total project budget of \$2,060,000.
3. Approve the Fiscal Year 2023-24 appropriation adjustment to allocate \$1,752,000 from the Department of Health Services' Enterprise Fund-Committed for the Department of Health Services to fully fund the proposed Los Angeles General Medical Center Pavers Repair Project, Capital Project No. 8A001.

4. Authorize the Director of Public Works or his designee to deliver the proposed project using a Board-approved Job Order Contract.

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

Approval of the recommended actions will find the proposed Los Angeles General Medical Center (LA General) Pavers Repair Project is exempt from the California Environmental Quality Act (CEQA); establish and approve the project, budget, and related appropriation adjustment; and authorize delivery of the project using a Board-approved Job Order Contract (JOC).

#### **Background**

The proposed project is located at the entrance of the Clinic Tower on the Second-Floor walkway, which is shared by the Clinic Tower also known as the Outpatient Clinic Building and the Diagnostic and Treatment Tower Building. This area connects the pedestrian bridge from the existing Parking Structure 9 to the Clinic Tower and is a primary entrance to the campus and heavily traversed.

Due to high pedestrian traffic and inclement weather conditions, the pedestal pavers have become uneven and unstable. To resolve this, the pedestal paving system installed on the walkway will be completely removed and replaced with a concrete slab material. This new walkway will create a safe travel path for the public that utilize the facility.

The project consists of the removal and replacement of the existing pavers, parapet wall, waterproofing, guardrails, and lighting fixtures followed by restoration with poured-in place concrete, waterproofing, drainage system, guardrails, lighting, and pedestrian traffic coating. The work will be implemented in multiple phases to ensure the operations of the two buildings are minimally impacted.

The project will start construction in December 2023 and is anticipated to be completed in March 2024.

#### **Green Building/Sustainable Design Program**

The proposed project will support the Board's policy for Green Building/Sustainable Design Program by minimizing the amount of demolition materials disposed of in landfills during construction and by incorporating energy efficient lighting.

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

These recommendations support the County Strategic Plan: Strategy I.2, Enhance our Delivery of Comprehensive Interventions; Strategy II.2, Support the Wellness of our Communities; Strategy II.3, Make Environmental Sustainability our Daily Reality, Objective II.3.2, Foster a Cleaner, More Efficient, and More Resilient Energy System; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets. These recommended actions support the Strategic Plan by investing in public healthcare infrastructure improvements that will enhance the quality and delivery of healthcare services to the residents of Los Angeles County.

### **FISCAL IMPACT/FINANCING**

The total project budget is estimated at \$2,060,000. The project budget includes construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, and County services. The project budget and schedule are included in Enclosure A. Department of Health Services (DHS) has paid \$308,000 for assessment fees through the DHS operating budget in Fiscal Year 2022-23.

Board approval of the Fiscal Year 2023-24 appropriation adjustment (Enclosure B) will allocate \$1,752,000 from the DHS' Enterprise Fund Committed for DHS to fully fund the LA General Pavers Repair Project, Capital Project No. 8A001. There is no net County cost impact associated with the recommended actions.

#### **Operating Budget Impact**

Following completion of the project, DHS will request and fund the associated ongoing annual maintenance costs as needed with departmental resources in future budget phases.

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

The Board's Civic Arts Policy amended on August 4, 2020, requires refurbishment projects to include one percent of the eligible design and construction costs to be allocated to the Civic Art Fund. In accordance with the Board's Civic Art Policy, the proposed project budget includes one percent of the eligible design and construction costs for the Civic Art Allocation in the amount \$13,200.

The JOCs are subject to Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from CEQA. The project consists of repair work to an existing walkway and is within certain classes of projects that have been determined not to have a significant effect on the environment. The project meets the criteria set forth in Sections 15301 (a), (c), (d), and (l); and 15302 of the State CEQA Guidelines and Classes 1 (c) and (d), (h); and 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for repair, refurbishment, replacement, and minor alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity.

Additionally, the proposed project will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the record of the proposed project.

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

### **CONTRACTING PROCESS**

Public Works completed design for the project using a Board-approved, on-call architectural/engineering agreement. Public Works is now seeking Board approval to complete the construction for the project using a Board-approved JOC.

The project Scope of Work includes substantial remodeling and alteration work and Public Works has made the determination that the use of JOC is the most appropriate contracting method to deliver the projects.



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

Approval of the recommended actions will have no impact on current County services or projects. The LA General will remain operational during construction, and the contractors will be required to phase and coordinate construction activities with the County to minimize disruption to facility operations and functions.

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:VY:cg

Enclosures

c: Department of Arts and Culture (Civic Art Division)  
Auditor-Controller  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Department of Health Services (Capital Project Division)

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
LOS ANGELES GENERAL MEDICAL CENTER  
PAVERS REPAIR PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT  
APPROVE PROJECT BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACTING  
CAPITAL PROJECT NO. 8A001  
(FISCAL YEAR 2023-24)  
(SUPERVISORIAL DISTRICT 1)  
(4 VOTES)**

**I. SCHEDULE SUMMARY**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	June 2023*
Jurisdictional Approvals	July 2023*
Construction Start	December 2023
Substantial Completion	February 2024
Final Acceptance	March 2024

\*Completed Activity

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Budget</b>
Construction (Job Order Contract)	\$1,144,000
Change Order Contingency	\$ 284,800
Construction Subtotal	\$1,428,800
Civic Art	\$ 13,200
Hard Costs Subtotal	<b>\$1,442,000</b>
Plans and Specifications	\$ 174,000
Consultant Services	\$ 30,000
Miscellaneous Expenditures	\$ 10,000
Jurisdictional Review, Plan Check, and Permits	\$ 32,000
County Services	\$ 372,000
<b>Soft Cost Subtotal</b>	<b>\$ 618,000</b>
<b>TOTAL</b>	<b>\$2,060,000</b>

# BOARD LETTER/MEMO – FACT SHEET COMMUNITY SERVICES CLUSTERS

☒ Board Letter

☐ Board Memo

☐ Other

<b>OPS CLUSTER AGENDA REVIEW DATE</b>	10/25/2023	
<b>BOARD MEETING</b>	11/28/2023	
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	1ST <input type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input checked="" type="checkbox"/> 4TH <input type="checkbox"/> 5TH <input type="checkbox"/> ALL <input type="checkbox"/>	
<b>DEPARTMENT</b>	Chief Executive Office	
<b>SUBJECT</b>	Calabasas Landfill Approve the Amended and Restated Joint Powers Agreement with County Sanitation District No. 2 of Los Angeles County and Adopt Amendment to County Ordinance	
<b>PROGRAM</b>	N/A	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost: N/A	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: There is no impact to the County General Fund. The revenue generated through Calabasas Landfill operation will cover costs associated with operation of the landfill and deposits to the Landfill closure and post-closure trust fund.	
<b>PURPOSE OF REQUEST</b>	Amended and Restated Joint Powers Agreement (JPA) between the County and the County Sanitation District No. 2 of Los Angeles County consolidates the current JPA and all previous amendments into a single document to facilitate interpretation and implementation; updates, revises, and clarifies references throughout the document; creates two additional post closure funds and transfers rate-setting responsibility back to the Districts to allow for more efficient rate setting that can quickly respond to changing market conditions.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	The County and the District entered into JPA in November 1,1960, for establishment of the Calabasas Landfill. Since then the JPA went through six amendments for various added provisions related to construction, operation, tipping fee, and closure and post-closure maintenance of the Landfill.	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: Amir Alam, Manager, CEO (213) 974-2620, <a href="mailto:AALAM@ceo.lacounty.gov">AALAM@ceo.lacounty.gov</a> Coby Skye, Deputy Director, (626) 458-4016, <a href="mailto:CSKYE@dpw.lacounty.gov">CSKYE@dpw.lacounty.gov</a>	



**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"*

November 28, 2023

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

Dear Supervisors:

**CALABASAS LANDFILL  
APPROVE THE AMENDED AND RESTATED JOINT POWERS AGREEMENT  
WITH COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY  
AND ADOPT AMENDMENT TO COUNTY ORDINANCE  
(THIRD DISTRICT) (3 VOTES)**

**SUBJECT**

Find that the approval of the Amended and Restated Calabasas Landfill Joint Powers Agreement (JPA) is not a project or is exempt from the provisions of the California Environmental Quality Act (CEQA), and approve the Amended and Restated Calabasas Landfill JPA between the County of Los Angeles (County) and County Sanitation District No. 2 of Los Angeles County (District) to consolidate the original Calabasas Landfill JPA and its subsequent amendments and to provide for continued funding and operation of the Calabasas Landfill.

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

1. Find the approval of the Amended and Restated Calabasas Landfill JPA is not a project under the CEQA or, in the alternative, is exempt for the reasons stated in this letter, and in the record of the proposed activities.
2. Approve and instruct the Chair to execute the Amended and Restated Calabasas Landfill JPA, which amends and restates the previous JPA dated April 1, 1966, and subsequent six amendments.

3. Adopt the Ordinance amending Section 12.48.050 of Title 12 – Environmental Protection – of the Los Angeles County Code, which authorized the County to set refuse disposal rates at the Calabasas Landfill. The amendment of Section 12.48.050 will delete all references to tipping fee rates for the Calabasas Landfill and transfer the rate-setting authority back to County Sanitation District No. 2 of Los Angeles County.

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

Approval of the proposed Amended and Restated JPA (Enclosure A) between the County and District is recommended in order to incorporate and clarify the terms of the original JPA, consolidate all previous amendments, and introduce new/revised contract provisions, as the six prior amendments in addition to the original document is unwieldy to follow without a complete restatement that incorporates all previous relevant contract terms.

The County and the District have entered into a series of JPAs. The County and the District entered into the original JPA in 1960, which was amended in its entirety in 1966, with respect to the construction, operation, closure, and post-closure maintenance of the Landfill. The Landfill accepted waste beginning in 1961. The Landfill is operated by the District on approximately 500 acres of land owned by the County. Since 1991, the Landfill has only accepted refuse originating within an identified watershed area in compliance with County Ordinance No. 91-0003.

Prior to 2005, the District set the Calabasas Landfill tipping fees and rates and costs (waste disposal rates). In 2005, the Board authorized the use of Calabasas Landfill waste disposal rates among other revenue sources as collateral for the issuance of County Bonds. A condition of bond financing for the County Bonds obligated the County to set the Landfill's waste-disposal rates. To comply with this condition, an ordinance giving the Treasurer and Tax Collector, instead of the District, authority to set the Calabasas Landfill waste disposal rates was enacted. In 2015, the County Bonds were refinanced, and the condition was eliminated. As a result, the ordinance is no longer required and is being amended (Enclosure B) and the District will resume its authority to set disposal rates after consultation with, and concurrence by, the County.

The Landfill currently accepts an average of 1,000 tons per day and has a remaining capacity of approximately 4.1 million tons based on the current final fill plan for the site approved by the Los Angeles County Department of Regional Planning in 2007. This tonnage is only accepted within the designated watershed and continues to serve as an important resource to the County. Continued operations, environmental monitoring, and maintenance activities are required for the Landfill site. Monitoring includes ensuring that the groundwater and landfill gases contained in the Landfill are controlled according to regulatory requirements. The Landfill environmental control operations include landfill,

gas, and liquids collection. Maintenance includes soil work to ensure an adequate soil cover for gas control and storm water drainage. Continued operation of the environmental control systems will be required into the foreseeable future. With variable fill rates, it is anticipated that the site will continue operating for another 11 to 16 years until its capacity will be reached.

Among other things, the proposed JPA:

- Provides District's continued operation and maintenance of Calabasas Landfill at the County's sole cost, including closure activities.
- Defines financial responsibilities for the Landfill operations and activities.
- Establishes the expiration of the Agreement as 60 days after "Closure" which will be the date that CalRecycle certifies that the Landfill is officially closed. The parties must enter into a separate agreement if it is agreed that the District should perform postclosure maintenance.
- Requires the District to establish a "Postclosure Development Fund" and a "Supplemental Postclosure Maintenance Fund", with \$3 per ton going into each fund, as requested by the County. Transfers to these new funds will be retroactive to September 1, 2022, when the \$8 per ton tipping fee increase that was recommended by the District in September 2021 to fund the two new funds requested by the County and to support the Landfill's greenwaste program came into effect following approval by the County's Board of Supervisors on July 26, 2022.
- Requires the District to consult with and obtain concurrence from the County prior to any capital expenditures that exceed \$100,000, except in cases of emergency when the District can perform the necessary work and then submit a report to the County describing the work and cost.
- Provides for the District's continued ownership and operation of the Calabasas Landfill Gas-to-Energy Facility and its associated landfill gas collection system.
- Requires the District to reserve two areas next to the Gas-to-Energy facility to accommodate locations for planning purposes for the County as it seeks to review and if appropriate, implement organics recycling options in compliance with Senate Bill 1383, which would require the County to provide six-month written notice prior to use of either location to allow the District time to relocate any impacted facilities or equipment.
- Provides revisions to the Indemnification section of the JPA, to align with the County's current requirements; and to set a 10-year time limit on indemnification, from the District, following the closure of the site.

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

The Countywide Strategic Plan directs the provisions of Fostering Vibrant and Resilient Communities (Goal II) through Prioritizing Environmental Health Oversight and Monitoring (Strategy II.2.3). The operator has specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner, and will support the County in meeting this strategic goal.

### **FISCAL IMPACT/FINANCING**

The recommended actions will have no fiscal impact on the County general fund, as the Landfill's expenses and funds will be covered using revenues generated by the Landfill operations. The District, in consultation with the County, will aim to set tipping fees in order to produce revenues adequate to fund the costs associated with operation and maintenance of the Calabasas Landfill.

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

The proposed JPA, between the County and the District, amends and restates all agreements between the parties for operation of the Landfill, including the original JPA – Calabasas Landfill, dated November 1, 1960, which was amended and restated by the Parties on April 1, 1966, and further amended on January 20, 1976, February 13, 1991, June 29, 1999, December 6, 2005, August 28, 2007, and July 22, 2014. The JPA provides for the transfer of rate setting authority back to the District and clarifies the rights and responsibilities among the parties for the ongoing operation and maintenance of the Landfill, as well as a reimbursement mechanism for closure and post-closure expenditures.

In accordance with California Government Code Sections 6062(a) and 66018, a notice has been published in a local newspaper at least ten (10) days prior to the date of the Board's public hearing on the proposed changes to Section 12.48.050 of Title 12.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended activities are not a project under CEQA pursuant to California Public Resources Code Sections 21065, 21169, and Section 15378(b) of the State CEQA Guidelines, because they do not meet the definition of a project under Section 21065 of the Public Resources Code because they did not cause any physical change in the environment, or a reasonably foreseeable indirect physical change to the environment. The maintenance and operations activities at the Landfill have historically been carried out, are ongoing and the originally approved JPA predated the enactment of CEQA. Further, the activities involve administrative activities of government and the creation of

a government funding mechanism, which do not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment and will not result in direct or indirect physical changes to the environment. The maintenance and operational activities at the Landfill have historically been carried out by the District on the County's behalf.

Alternatively, the recommended activities are categorically exempt from CEQA since the proposed Amended and Restated Calabasas Landfill JPA provides for the continuation of ongoing activities consisting of maintenance, operation, and minor alteration of existing public facilities with negligible or no expansion of use under Sections 15301(Class1(b) minor modifications of existing public or private facilities) and 15304 (minor alterations to land) of the State CEQA Guidelines and Classes 1 and 4 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G (Class 1(e) – Minor modifications of existing public or private facilities). The proposed activities involve negligible or no expansion of an existing use and will not involve the removal of healthy mature scenic trees. In addition, based on the records of the proposed activities, the project will comply with all applicable regulations: not located in a sensitive environment; no cumulative impacts; no unusual circumstances; no damage to scenic highways; no listing on hazardous waste site lists compiled pursuant to Section 65962.5 of the Government Code; and no indications that it may cause a substantial adverse change in the significance of a historical resource.

Upon the Board's approval of the recommended activities, the Chief Executive Office will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code and will post the notice to its website pursuant to section 21092.2.

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

Approval of the recommended actions will allow the County to execute the Amended and Restated Calabasas Landfill JPA with the District to continue to perform required operating activities at the Landfill and will have no impact to current services.



The Honorable Board of Supervisors  
November 28, 2023  
Page 6

## **CONCLUSION**

Approval of the recommended actions will allow the District to determine and fix the rates, fees, and charges for disposal of refuse at the Landfill, and continue to perform required operations and maintenance activities at the Landfill.

Please return one adopted copy of this Board letter to the Chief Executive Office, Capital Programs Division.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JTC  
VBM:AA:AC:er

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Public Works  
Sanitation Districts

# **ENCLOSURE A**

Amended and Restated  
Calabasas Landfill Joint Powers Agreement

**AMENDED AND RESTATED  
CALABASAS LANDFILL JOINT POWERS AGREEMENT**

This Amended and Restated Calabasas Landfill Joint Powers Agreement (“**Agreement**”) effective as of \_\_\_\_\_, 2023 (“**Effective Date**”) is entered into by and between the **COUNTY OF LOS ANGELES (“County”)**, and **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (“**District**”). The County and the District are each a “**Party**” and may be referred to herein collectively as the “**Parties**.”

A. The Parties previously entered into a *Joint Powers Agreement – Calabasas Landfill*, dated November 1, 1960, which was subsequently amended and restated by the Parties on April 1, 1966, and further amended on January 20, 1976, February 13, 1991, June 29, 1999, December 6, 2005, August 28, 2007, and July 22, 2014 (collectively, the “**Prior Agreement**”). The Prior Agreement provides for the funding and operation of a County owned refuse disposal facility known as the “**Calabasas Landfill**,” which has been expanded from its original size of approximately 300 acres of land up to approximately 500 acres of land currently comprised of Assessor’s Parcel Numbers 2052-006-900, 2052-005-900, 2052-010-907, 2052-011-901, 2052-011-904, 2052-011-903, 2052-013-901, 2052-012-902, 2052-012-903, 2052-012-905, and 2052-012-904 (the “**Property**”), as depicted on Exhibit A (which is not a licensed surveyor-approved site map and is provided for reference purposes only).

B. The County owns the Property in fee simple.

C. The District operates and maintains the Calabasas Landfill on behalf of the County.

D. Calabasas Landfill operations are funded from landfill revenues, and the County is currently responsible for formally setting and adopting the landfill’s disposal fees and rates, following consultation with the District, that generate such revenues. Disposal fees and rates for Calabasas Landfill are currently prescribed in County Code Section 12.48.050. If landfill revenues are insufficient to pay ongoing operation, maintenance, and capital costs, or to maintain the required cash reserve (collectively, the “**Landfill Costs**”), then the County must provide sufficient monies to fund Landfill Costs.

E. The District is not liable for any Landfill Costs.

F. In 2005, the County issued tax-exempt obligations/bonds to fund capital improvements at the Calabasas Landfill which have been retired by the County in 2015.

G. Pursuant to the Prior Agreement (specifically, the amendment thereto, dated August 28, 2007), in consideration of the payment by the District to the County of Two Million Four Hundred Seventy Nine Thousand Seven Hundred Sixty Three Dollars (\$2,479,763.00) (the

“**Energy Rights Payment**”) the County granted to the District the County’s right, title, and interest in the landfill gas generated, produced, or created at the Calabasas Landfill together with all rights to use the landfill gas to develop a gas-to-energy project with a maximum gross capacity of 13 megawatts (the “**Energy Project**”).

H. The Energy Rights Payment was calculated based upon a reasonable estimation of the present value of the landfill gas and all rights of use and development of the landfill gas over the first 15 years of operation of the Energy Project based on a royalty rate of 5% of projected gross plant electricity sales during that 15-year period.

I. The Energy Rights Payment is not contingent upon the Energy Project’s ability to operate or generate electricity in any specific amount, and represents full and final payment to the County for the rights granted to the District for the entire period of Energy Project operations, which the Parties acknowledged may continue for longer than 15 years.

J. The Energy Project was constructed and placed into service in 2010 and is currently comprised of two gas turbine generator sets, with a combined gross capacity of 9.2 megawatts that produce a net of approximately 5 megawatts, to convert landfill gas into energy. The Energy Project is owned and operated by the District and is commonly known as the Calabasas Landfill Gas-to-Energy Facility.

K. The County retains all such landfill gas rights that are in excess of the requirements of a 13-megawatt Energy Project. The County has not made and does not make any representations regarding the quantity, quality, or ownership of the landfill gas, the rights to which are being conveyed to the District “as is.”

L. On December 23, 2020, the Los Angeles County Department of Regional Planning (“**Regional Planning**”) issued a Clean Hands Waiver to the District allowing Calabasas Landfill to continue operating while soil stockpiled at elevations higher than those permitted in the landfill’s final fill plan (“**August 2007 Final Fill Plan**”). Once the soil removal work is completed by the District through normal landfill operations or offsite export, the District will submit a revision to the August 2007 Final Fill Plan to Regional Planning for approval.

M. Once the District permanently ceases to allow individuals and entities to dispose of refuse at the Calabasas Landfill (“**Cessation of Disposal Activities**”) and obtains all applicable approvals in accordance with 27 CCR 21880, the District shall perform all maintenance and construction activities at the Calabasas Landfill (as more particularly described in Section 10 of this Agreement) (“**Closure Activities**”), and as required by CalRecycle, until CalRecycle certifies in writing that the Calabasas Landfill is closed (“**Closure**”). Once the District has completed all Closure Activities and Closure has occurred, the District shall have no obligations to develop, operate, maintain, or perform any other activities at the Calabasas Landfill (“**Postclosure Maintenance**”).

N. Subsequent to Closure, the County may utilize the Property for any purpose it deems appropriate, and may be funded from the Postclosure Development Fund (as described in Section 6.5 of this Agreement) or other County funds. In the event the County elects not to utilize Property for any other use, the balance in the Postclosure Development Fund shall be expended in accordance with the provisions of the fund, or transferred to the County's General Fund. The Parties have agreed that the District will not incur any cost or expense of its own or pay any amounts whatsoever for any facilities at the Property that the County develops, constructs, operates and maintains at the Property, including, without limitation, park or recreational facilities.

O. The Parties intend by this Agreement to consolidate all previous amendments, and amend and restate the terms and conditions of the Prior Agreement to provide for the District's continued operation and maintenance of the Property. Additionally, this Agreement transfers rate-setting responsibility to the District; allows for the creation of two supplemental funds requested by the County; and updates, modernizes, and clarifies references throughout the document.

The Parties therefore agree as follows:

1. **Landfill Operations.** The District shall maintain and operate the Calabasas Landfill, and any other contiguous property or use rights as County or the District may acquire, as a refuse disposal site pursuant to the terms, conditions, and limitations described in this Agreement.

2. **Landfill Property.**

2.1 Title to the Property currently vests and will continue to vest in the County. Any changes to the Property constituting the Calabasas Landfill, whether by acquisition and development of additional lands for expansion of the Calabasas Landfill, the granting or quitclaiming of any easements, the ground leasing of any portion of the Property, or the sale of any portion of the Property including the property described in Section 2.2 or Section 14, will be the subject of an amendment to this Agreement, to be executed by the Parties, and will be reflected in a legal description and site map to be prepared by the County, as described in Section 2.3.

2.2 Two approximately 40-foot-wide strips of public right-of-way (together, the "**Public ROW Property**") are located within the Property, as depicted in Exhibit A. Additionally, as part of its Lost Hills Interchange Improvement Project, the City of Calabasas ("**City**") has previously indicated a desire to purchase a portion of the Property and dedicate it as public right-of-way (the "**City ROW Property**"), as depicted in Exhibit A. The County, subject to approval by its Board of Supervisors, will take all steps necessary to vacate the Public ROW Property and sell the City ROW Property as more particularly described in Subsections A and B below. The District hereby acknowledges and consents to such sale.

A. The County, subject to approval by its Board of Supervisors, shall vacate the Public ROW Property and convey by sale the City ROW Property to the City. The

County shall apply all revenues from the sale of the City ROW Property into the Supplemental Postclosure Maintenance Fund.

B. Upon the conveyance of the City ROW Property to the City, the District shall relinquish all its right, title, and interest, including its usufructuary interest, in the City ROW Property. The District shall ensure that all appropriate landfill permits are amended to reflect the change in the Property boundary. The District shall have the right to review and approve the final legal description of the City ROW Property and will sign any documents reasonably required by the County or the City to terminate the District's usufructuary interest in the City ROW Property.

2.3 After the County vacates the Public ROW Property and/or conveys the City ROW Property to the City, as provided above, the County shall, at the County's expense, prepare a legal description (to be referred to as Exhibit A-1) and a site map (to be referred to as Exhibit A-2) for the Property (excluding the City ROW Property and/or the Public ROW Property). Upon completion of the legal description and site map, and written approval by the District of same, the legal description and site map shall be added to the Agreement through an amendment executed by the Parties and shall supersede and replace Exhibit A.

2.4 The County shall not grant any easement, right of entry permit, or other temporary or permanent property rights affecting the Property without 60-day prior written notice to the District; provided, however, any and all easements, rights of entry permits, or other temporary or permanent property rights granted by the County (the "**Property Rights**") shall expressly prohibit the holder, permittee, or grantee of such right (collectively, the "**Holder**") from interfering with the District's operation, maintenance, or other activities at the Calabasas Landfill and any equipment, improvements, facilities, or other property located thereon that belong to the District or that the District is utilizing to perform its obligations under this Agreement (the "**District's Property**") or causing damage thereto.

2.5 Notwithstanding anything to the contrary in this Agreement, in no event shall the County or its employees, agents, or representatives, or any of the Holders, interfere with the District's operation, maintenance, or other activities at the Calabasas Landfill or the District's Property or cause damage thereto.

### 3. **District's Usufructuary Right.**

3.1 The County hereby grants the District a usufructuary right to use the Property for refuse disposal purposes until the Property has served the purposes of this Agreement and has been completely filled as specified in this Agreement.

3.2 The District's usufructuary right to use the Property includes the right to sell or dispose of soil, sand, gravel, trees and any other physical properties of or on the Property as may be necessary or convenient for use of the Property for solid waste or landfill gas

management or recycling purposes. The District may enter into agreements with third parties to use or render services on the Property related to solid waste or landfill gas management or recycling purposes during the period of its usufructuary right. Proceeds from any such sale shall be deposited into the Working Capital Fund.

3.3 The District shall continue to control all activities related to the development, operation, and maintenance of the Calabasas Landfill in compliance with County Ordinance No. 91-0003 (Calabasas Landfill Wasteshed Ordinance), applicable law and regulations or as otherwise specifically limited by, or provided for in, this Agreement.

#### 4. **Maintenance and Operation of Property.**

4.1 The District shall continue to maintain and operate the Calabasas Landfill in good faith, including the design, installation, and maintenance of landfill gas and water pipelines, fencing, drainage structures and site grading, stormwater management facilities, environmental control and monitoring systems, landscaping and irrigation systems, and other facilities necessary to continue the operation of a refuse disposal facility upon the Property, in accordance with the Federal, State and County regulations, statutes and permits.

4.2 Title and possession of all drainage facilities and other site improvement structures essential or convenient to conducting refuse disposal operations on the Property will be vested in the District as trustee for purposes of this Agreement during the time the District operates the refuse disposal facilities. Upon the District's surrender of any portion of the Property to the County, all facilities and improvements remaining on the surrendered land will automatically vest in the County as of the date of the District's surrender.

4.3 The Parties intend that the District will not incur any expense of its own in operating and maintaining the Calabasas Landfill. The District's costs will continue to be paid for by the County, under the terms of Section 7. The District shall conduct refuse disposal operations on the Calabasas Landfill in accordance with industry best engineering practices and all Federal, State and County regulations, statutes and permits applying thereto, including, but not limited to, any applicable zone exception or conditional use permit procured from the County of Los Angeles. Filling will be completed to those grades, locations, and elevations set forth and established on the August 2007 Final Fill Plan for the Calabasas Landfill, attached as Exhibit B, or any subsequent final fill plan approved by Regional Planning.

4.4 Notwithstanding anything contained herein to the contrary, any fines or penalties assessed by any governmental agency (collectively, the "**Fines**") in connection with the District's operation or maintenance of the Calabasas Landfill, which Fines arise from the negligent or intentional acts of the District, shall be the sole responsibility of the District.

4.5 To ensure adequate surface and soil-bearing values, the District agrees that all refuse material shall be placed so that in-place density shall exceed 700 pounds per cubic yard

or such amount as may be reasonably determined based upon operational conditions, and all top surfaces will, on completion, consist of a layer of compacted fresh earth not less than three feet in thickness. In addition to those other requirements herein provided with respect to ultimate elevations, grades, cover and compaction of the surface of the finished fill, the District agrees that necessary measures will be taken and improvements made by it to protect the fill sides and face. In furtherance thereof, it is agreed that all final surfaces, whether horizontal or not, shall be covered to a depth of not less than three feet with compacted fresh earth. It is further agreed that suitable planting to prevent erosion will be installed on all fill slopes upon completion of each fill slope surface, as reasonably determined by the District. The District agrees that surface topography will be so determined or, in lieu thereof, drainage structures will be constructed so that surface waters will be diverted from draining down the embankment face, thus permitting a release of such water over natural ground or suitable stabilized material or through drainage structures. In addition to the foregoing, the District agrees to take such action as may be necessary along the toes of all slopes to protect against lateral erosion and will accomplish a reasonable degree of compaction on all embankment faces to reduce voids and accompanying erosion.

## 5. **Tipping Fee Rates.**

5.1 The tipping fee rates for the Calabasas Landfill are currently set by the County and prescribed in County Code Section 12.48.050. Since this Agreement includes the transfer of rate setting responsibility from the County to the District (as described in Sections 5.2 and 5.3), the District shall introduce and then adopt a rate ordinance describing the tipping fee rates for the Calabasas Landfill (the “**Rate Ordinance**”) as they exist as of the Effective Date, and the County shall then amend County Code Section 12.48.050 to delete all references to tipping fee rates for the Calabasas Landfill. The Rate Ordinance shall become effective at midnight on the day following the County’s amendment of County Code Section 12.48.050 (the “**Amendment Date**”). Approval of this Agreement and amendment of County Code Section 12.48.050 will be presented to the County’s Board of Supervisors for consideration at the same public meeting.

5.2 Effective as of the Amendment Date, the District shall be responsible for determining, adjusting and fixing the tipping fee rate for disposal of municipal solid and inert waste at the Calabasas Landfill (a “**Waste Disposal Tipping Fee Adjustment Request**”) after consultation with, and concurrence by, the County. The County shall approve or deny, in writing, a Waste Disposal Tipping Fee Adjustment Request within 60 calendar days from and after receipt of such request from the District. The District will conduct public hearings prior to any future rate increases, to the extent required by any applicable laws and regulations, and adopt a revised Rate Ordinance.

5.3 Effective as of the Amendment Date, the District may determine, adjust and fix the tipping fee rate for the acceptance of materials which it determines will be of benefit to the operation of the Property, or would promote solid waste management alternatives (a “**Beneficial Materials Tipping Fee Adjustment Request**”) after consultation with, and concurrence by, the



County. The County shall approve or deny, in writing, a Beneficial Materials Tipping Fee Adjustment Request within 60 calendar days from and after receipt of such request from the District. These materials may include but are not restricted to soil suitable for cover material, segregated shredded or unshredded organic material, such as green waste, suitable for composting or cover material, broken asphaltic concrete, tires, various other recyclable materials, and like substances (the “**Materials**”). The Materials to which the rate adjustment applies and the amount of rate adjustment will be determined by the District from time to time and reflected in a revised Rate Ordinance.

5.4 Notwithstanding anything to the contrary in this Agreement and without limiting the County’s obligation to pay for all Landfill Costs, in no event shall the District be liable or responsible if the tipping fees for municipal solid waste or any Materials, or any adjustment thereof, are insufficient to cover the Landfill Costs, Closure Activities and Postclosure Maintenance.

5.5 The District will aim to set tipping fees for the Calabasas Landfill that are comparable with other landfills in the region and that generate revenues adequate to fund the Landfill Costs for the Calabasas Landfill; provided, however, the District shall have no responsibility or liability if revenues are inadequate to fund any fund or pay for any Landfill Costs whatsoever, including, without limitation, the following:

A. To provide and pay for the cost of site development and implementation, operation and maintenance, and, if necessary, liabilities and obligations assumed in agreements with others pursuant to the rights and powers granted to the District in Section 3 of this Agreement;

B. To fund the Closure Activities, corrective action (as defined in California Code of Regulations Title 27 Section 22100) (“**Corrective Action**”), and Postclosure Maintenance, as required by law and as provided in Section 6.4 below;

C. To fund the Net Economic Benefits Fund as provided in Section 6.2 below;

D. To fund the Postclosure Development Fund as provided in Section 6.5 below; or

E. To fund the Supplemental Postclosure Maintenance Fund as provided in Section 6.6 below.

5.6 If the tipping fee rates necessary to meet the criteria set forth above exceed a rate that would be competitive with the local refuse disposal market, then the District will advise the County of that fact prior to establishing new rates, and the Parties will jointly determine the appropriate rate to meet the County’s and the District’s needs.

5.7 If the revenues are not adequate to pay the expenses described in Section 6 of this Agreement, then the site development and implementation, operation and maintenance, Closure Activities, Corrective Action, Postclosure Maintenance, including financial assurances as required by law, and, if necessary, liabilities and obligations assumed in agreements with others pursuant to the rights and powers granted to the District in Section 3 of this Agreement, will be paid prior to funding the funds described in Sections 6.3, 6.5 and 6.6 of this Agreement.

6. **Landfill Funds.** The District maintains several funds in connection with the operation of the Calabasas Landfill. A summary of the funds is attached as Exhibit C.

6.1 **Working Capital Fund.** All revenues and expenses related to the development, operation, and maintenance of the Calabasas Landfill, except the Energy Project described in Section 13, will be deposited into and drawn out of the Working Capital Fund. The District shall provide the County with quarterly fiscal reports. The County may audit the District's books and records not more than twice per calendar year with respect to the Calabasas Landfill at any time upon 30 days' prior written notice.

6.2 **Net Economic Benefits Fund.**

A. Prior to the transfer of monies to the Los Angeles County Refuse Disposal Trust Fund (as defined below) as provided in this Agreement, that portion of all receipts representing \$1 per ton of solid waste received for disposal at the gate of the Calabasas Landfill will be placed each month in the Net Economic Benefits Fund.

B. Monies in the Net Economic Benefits Fund will be used by the County to acquire land to create or conserve habitat or to create, maintain or operate visitor-serving uses on publicly-owned habitat in an area of the Calabasas Landfill pursuant to Los Angeles County Ordinance No. 91-0003. The Los Angeles County Supervisor representing the supervisorial district that geographically includes the Calabasas Landfill, the County's Director of Public Works, and the County's Director of Parks and Recreation will jointly direct the District to release monies from the Net Economic Benefits Fund to the County or its designee for the specified purpose.

6.3 **Los Angeles County Refuse Disposal Trust Fund; Los Angeles County Equipment Pool.** Pursuant to a *Joint Powers Agreement (Los Angeles County Refuse Disposal Trust Fund)* dated April 1, 1966, as amended on December 6, 2005 (the "**Trust Agreement**"), the Parties established the "**Los Angeles County Refuse Disposal Trust Fund**" and the "**Los Angeles County Equipment Pool**" to supply necessary funds and equipment for present and future refuse disposal operations on District-operated sites. The Parties intend to continue the use of the Los Angeles County Refuse Disposal Trust Fund and Los Angeles County Equipment Pool according to the terms of the Trust Agreement.

A. With respect to the Los Angeles County Refuse Disposal Trust Fund: Moneys in the Los Angeles County Refuse Disposal Trust Fund may be used to pay for any emergency expenditure or to acquire any necessary major fixed improvements at the Calabasas Landfill, upon the approval of the Parties.

B. With respect to the Los Angeles County Equipment Pool: The District shall make rental payments to the Los Angeles County Equipment Pool from the tipping fees collected by the District for refuse disposal and those rental payments will be determined in accordance with the provisions of the Trust Agreement.

**6.4 Closure, Postclosure Maintenance, and Corrective Action Fund.**  
Pursuant to Title 27, Chapter 6, Subchapter 3 of the California Code of Regulations, the District maintains this fund (which is currently held in trust at U.S. Bank) to pay the costs of Closure, Postclosure Maintenance, and Corrective Action of the Calabasas Landfill.

**6.5 Postclosure Development Fund.**

A. As requested by the County, an interest-bearing account known as the Postclosure Development Fund will be created by the District (the “**Postclosure Development Fund**”). Prior to transfer of monies to the Los Angeles County Refuse Disposal Trust Fund as provided in Section 9.5 of this Agreement, that portion of all receipts representing \$3.00 per ton, of solid waste received for disposal at the gate of the Calabasas Landfill shall be placed each year by the District in the Postclosure Development Fund. The District will commence annual transfer of funds into the Postclosure Development Fund upon the Effective Date of this Agreement. The District shall also retroactively deposit funds, at the per ton rate above, into the Postclosure Development Fund for the tonnage of solid waste received for disposal in the time period between September 1, 2022 (when the municipal solid and inert waste tipping fee increased from \$52.32 per ton to \$60.32 per ton) and the Effective Date of this Agreement.

B. No later than 30 days after the Effective Date of this Agreement, the District shall make a one-time transfer of Three Million Dollars (\$3,000,000.00) from the Working Capital Fund to the Postclosure Development Fund.

C. Upon completion of Closure of the Calabasas Landfill, the County intends to use the monies in the Postclosure Development Fund for any purpose the County deems appropriate in its sole and absolute discretion. Upon the written direction of the County, the District shall convey to the County monies in the Postclosure Development Fund. Within 60 days after Cessation of Disposal Activities, the District shall transfer to the County all remaining monies in the Postclosure Development Fund. Notwithstanding anything to the contrary in this Agreement, the parties agree that;

(i) the District (a) shall not incur any cost or expense of its own or pay any amounts whatsoever for any such facilities at the Property (including, without

limitation, the development, construction, operation, repair, replacement, or maintenance of such park or recreational facilities or any other facilities as determined by the County), (b) shall have no responsibility or liability if the monies in the Postclosure Development Fund are inadequate to cover any Postclosure Maintenance, or (c) for any other postclosure facilities, activities, construction, events, or uses at the Property;

(ii) within 60 days after Closure of the Calabasas Landfill, the District shall only be required to surrender the Property to the County in the condition set forth in the Calabasas Landfill Final Closure Plan (as specified by California Code of Regulations Title 27 Sections 21800), as approved by the District and the County (the “**Final Closure Plan**”); it being understood that the District shall have no responsibility or liability with respect to changes to the use of the Property after Closure of the Calabasas Landfill and surrender of the Property to the County.

#### 6.6 **Supplemental Postclosure Maintenance Fund.**

A. As requested by the County, an interest-bearing account known as the Supplemental Postclosure Maintenance Fund will be created by the District (the “**Supplemental Postclosure Maintenance Fund**”). Prior to transfer of monies to the Los Angeles County Refuse Disposal Trust Fund as provided in Section 9.5 of this Agreement, that portion of all receipts representing \$3.00 per ton, of solid waste received for disposal at the gate of the Calabasas Landfill, shall be placed by the District each year in the Supplemental Postclosure Maintenance Fund. The District will commence annual transfer of funds into the Supplemental Postclosure Maintenance Fund upon the Effective Date of this Agreement. The District shall also retroactively deposit funds, at the per ton rate above, into the Supplemental Postclosure Maintenance Fund for the tonnage of solid waste received for disposal in the time period between September 1, 2022 (when the municipal solid and inert waste tipping fee increased from \$52.32 per ton to \$60.32 per ton) and the Effective Date of this Agreement.

B. Monies in the Supplemental Postclosure Maintenance Fund may be used by the County, in addition to the Closure, Postclosure Maintenance and Corrective Action Fund, to supplement the maintenance of the Property after Closure. Upon the written direction of the County, the District shall convey to the County monies in the Supplemental Postclosure Maintenance Fund. Within 60 days after Cessation of Disposal Activities, the District shall convey to the County all remaining monies in the Supplemental Postclosure Maintenance Fund. Notwithstanding anything to the contrary in this Agreement, the County agrees that the District (a) will not incur any cost or expense of its own or pay any amounts whatsoever for any Closure Activities and Postclosure Maintenance, and (b) shall have no responsibility or liability if the monies in the Closure, Postclosure Maintenance and Corrective Action Fund and/or the Supplemental Postclosure Maintenance Fund are inadequate to cover any Closure Activities or Postclosure Maintenance for any reason whatsoever.

7. **Payment of All Landfill Costs.**

7.1 **County's Duty to Pay Landfill Costs.** The County shall pay for all costs incurred by the District arising out of or relating to the Calabasas Landfill; it being understood that notwithstanding anything to the contrary in this Agreement, the District shall not be obligated to pay any costs in connection with the Calabasas Landfill or any portion thereof.

7.2 **Budgets.** On or before 60 days prior to each 6-month "**Budget Period**" (defined in the next sentence), the District shall prepare and provide to the County a 6-month Budget. The Budget Periods will be July 1 through December 31 and January 1 through June 30. Any improvements and/or phases of improvements with a monetary amount in excess of one hundred thousand dollars (\$100,000.00) shall require consultation with and approval by the County which approval shall not be unreasonably withheld, conditioned, or delayed. The County shall provide a written response (e.g., approved, denied, request for additional information, etc.) to the District within 30 calendar days of receipt of any such request; provided, however, if the County provides no response within such 30 day period, the improvement request shall be deemed approved by the County. Notwithstanding the foregoing, in the event of an emergency at the Property (as determined by the District), the District shall have the right to construct the necessary improvements and/or make repairs and will then submit a report to the County detailing the incident, work performed, and total cost thereof.

7.3 **Reserve.** The Working Capital Fund shall at all times maintain a cash reserve equal to at least 6 months of operating expenses for site, based on the previous 6 months, to provide liquidity and to fund any capital improvement projects required by applicable regulatory agencies, emergency projects, or unforeseen expenses.

7.4 **Semi-Annual Deposits; Supplements.** If semi-annual fiscal reports indicate that revenues are not adequate to pay all expenses for the rest of the fiscal year, the District shall provide the County with a reasonably detailed explanation and request for supplemental funds that will ensure that the Working Capital Fund balance is sufficient to pay all expenses projected in the upcoming fiscal year and maintain a reserve equal to approximately 6 months of operating expenses for the Property. Within 30 days after the receipt of an invoice from the District, the County shall pay the invoice.

8. **Accounting of Funds.**

8.1 The District shall initially deposit all revenues arising out of the Calabasas Landfill into the Working Capital Fund. The District shall provide the County with quarterly fiscal reports including fund balances and any withdrawals or contributions to the funds described in Section 6, said accounting to be made within 60 days after the end of each quarter of a fiscal year. In the event of a deficiency, the District and the County shall confer at least once every 3 months to determine the cause of the shortage.

8.2 The District shall keep complete books and records of its operations, and shall provide the County with quarterly fiscal report. Not more than twice per calendar year, the County may audit the District's accounting books and records with respect to the Calabasas Landfill operations at any time upon 30 days' prior written notice.

9. **Landfill Closure and Surrender of Property.**

9.1 **Closure Condition.** The District will leave the Property in the condition as set forth in the approved Final Closure Plan.

9.2 **Surrender of Property.** Within 60 days after Closure, the District will surrender the Property (including both unfilled and filled areas) to the County (the "**Property Surrender**"). In addition, the District shall quitclaim to the County, and the County shall promptly accept and record, easements adjacent to the Calabasas Landfill that are currently for the benefit of the District located in the Easement Areas, as depicted on Exhibit A. The Easement Areas contain monitoring wells and a leachate barrier.

9.3 **Final Surrender to County.** From and after the Property Surrender, the County may use any monies contributed to the Los Angeles County Refuse Disposal Trust Fund from the Calabasas Landfill operation for development of the Property for any future uses as deemed appropriate by the County in its sole and absolute discretion.

9.4 **Annual Reporting.** For purposes of enabling the County to anticipate the probable dates of surrender of various portions of the Property, the District will annually, on or before the 31<sup>st</sup> day of August of each year, provide the County with a report detailing the extent of completion of the filling operation and, where such would be of assistance to the County, provide the probable dates of surrender of various portions of the Property, the percentage of fill accomplished in various areas, together with other data available to the District which might be helpful with respect to surrender and fill operations.

9.5 **Actions After Closure Activities.** At the conclusion of the District's operations, whether upon Closure of the Calabasas Landfill or default by the District (which has not been cured as specified in Section 19), the District shall:

A. Pay into the Los Angeles County Refuse Disposal Trust Fund all monies representing revenue from the Calabasas Landfill in the Working Capital Fund (or any other fund) less all unpaid costs of the District directly or indirectly incurred in the operation and maintenance of the Property;

B. Deliver to the County all aerial photographs, maps, and engineering reports and data acquired or developed by the District in the course of the operation of the Property; and

C. Promptly collect all accounts receivable and deposit them in the Los Angeles County Refuse Disposal Trust Fund.

10. **Closure Activities.**

10.1 The District is responsible for performing Closure Activities as described in the approved Final Closure Plan, and for obtaining approval of a certification of closure by regulatory agencies as described in California Code of Regulations Title 27 Section 21880. The District will perform the Closure Activities for the County only upon the satisfaction of the following conditions:

A. The County's full performance of this Agreement;

B. The County's annual advance payment to the District for all estimated costs incurred by the District for Closure Activities as described in the Final Closure Plan and as required by regulatory agencies for issuance of a certification of closure ("**Annual Advance Closure Payment**"), and not otherwise covered by the Closure, Postclosure Maintenance, and Corrective Action Fund, which is maintained in accordance with provisions of Title 27, Chapter 6, Subchapter 3, of California Code of Regulations or otherwise paid by the County.

10.2 All costs for Closure Activities, including reimbursements to the District, will be paid from the Closure, Postclosure Maintenance, and Corrective Action Fund or by the Annual Advance Closure Payment, as projected by the Budget described in Section 7.2. If the monies in the Closure, Postclosure Maintenance, and Corrective Action Fund or the Annual Advance Closure Payment are insufficient to reimburse the District for its closure costs, then the County shall reimburse the District for any additional costs within 60 days after invoice from the District. Accounting for costs to be paid out of the Annual Advance Closure Payment will be included in the quarterly accounting required under the Agreement and if the County's Annual Advance Closure Payment exceeds actual costs incurred by the District, then any overage will be credited toward the following Annual Advance Closure Payment due to the District. Costs payable or reimbursable to the District will include all out of pocket expenditures incurred by the District for Closure Activities plus cost of the District administrative costs and the District facilities used in that effort. After reimbursement to the District, as reflected hereinabove, if there are remaining funds related to Closure Activities in the Closure, Postclosure Maintenance, and Corrective Action Fund, such funds will be released to the County.

11. **Postclosure Maintenance.** The County is responsible for the Postclosure Maintenance of the Calabasas Landfill. The Parties may agree under separate agreement that the District shall assume responsibility of the Postclosure Maintenance of the Calabasas Landfill. The Parties agree that, notwithstanding anything to the contrary in this Agreement, the District shall have no responsibility for any Postclosure Maintenance or for the development, operation, or maintenance of the Calabasas Landfill (or any portion thereof) after Closure.

12. **Personnel.**

12.1 All persons employed by the District as employees or independent contractors in performance of disposal services for the District will not become employees or independent contractors of the County, and will have no County pension, civil service, workers' compensation, or other status or right, not existing or enjoyed prior to the execution of this Agreement.

12.2 Conversely, all persons employed in the performance of services for County or hired as independent contractors by the County will to a like extent and like manner remain County employees or independent contractors of the County and will receive no State pension, workers' compensation, or other status or right from or through the District.

12.3 A Party will not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any personnel performing services hereunder for the other contracting entity, nor shall either entity incur any liability resulting therefrom other than as provided in this Agreement.

13. **The Energy Project.**

13.1 **General.** The District will continue to own and operate the Energy Project, which currently produces a net of approximately 5 megawatts and is located within an approximately 2-acre site at the Property, as shown on Exhibit D, bounded by a chain-link fence. The County agrees that the District (a) is the owner of all right, title and interest in any and all landfill gas generated, produced, or created at the Calabasas Landfill to the extent necessary to develop and operate a landfill gas-to-energy facility, such as the Energy Project, with a maximum gross capacity of 13 megawatts which will generate 11 megawatts of net power, and (b) possesses all rights to use or develop the landfill gas to produce energy, until the District makes the determination in Section 13.4 below. County grants to the District the right and power to sell, deliver and repurchase all or any part of the landfill gas collection system at the Calabasas Landfill, and any additions and replacements thereto, and County further grants to District the right to lease, in connection with agreements within the scope of Section 13.5, to a third party that portion of the Property utilized for landfilling and the right to exploit, extract, and sell landfill gas including the right to drill wells and lay pipelines for such purposes.

13.2 **Property Use Rights In Landfill.** Upon the District's written request, the County shall provide to the District any requested on-site easement or other right of use within the Property that is reasonably necessary for:

A. Development, construction, operation, or maintenance of the Energy Project (including landfill gas collection);



B. Utilities necessary to serve the Energy Project, including but not limited to electricity, natural gas, telephone service, and water; and

C. Any mitigation measures adopted for the Energy Project as of the Effective Date of this Agreement or thereafter required by a permitting or regulatory agency as a condition of approval of the Energy Project or in the exercise of its regulatory control over the Energy Project.

**13.3 No Substantial Interference.** The District will not use any easement or other right of use in a manner that would unreasonably interfere with the operation of the Calabasas Landfill or with the County's other rights under this Agreement.

**13.4 Term.** The District's right to extract landfill gas and operate the Energy Project may continue to be exercised by the District until the District determines, in its sole discretion, that the conversion of landfill gas into energy is no longer economically feasible. The Parties acknowledge that the production of landfill gas at the Calabasas Landfill and the operation of the Energy Project may extend beyond the Property Surrender. In addition, the County agrees to transfer and convey to the District all property rights deemed necessary by the District to continue to access the Energy Project after Closure of the Calabasas Landfill.

**13.5 Contractors/Third Party Agreements.** Without relieving the District of its obligations under this Agreement, the District may contract with others for the construction, operation, and maintenance of the Energy Project. The District may also enter into agreements with a third party for development of the economic value of the landfill gas resources and landfill gas collection system at the Calabasas Landfill.

**13.6 Termination/Turnover.** Upon termination of the Energy Project, the District shall, at its expense, remove all Energy Project facilities and take whatever other action is required by law and leave the site in the condition required by Section 9 of this Agreement to the extent possible in light of the type of activity and the disturbance of the terrain necessitated by the Energy Project.

**13.7 Permits.** The District will be responsible for obtaining and maintaining all permits and approvals for the construction, operation and maintenance of the Energy Project at the District's sole cost and expense.

**13.8 Energy Project Revenues.** The District will receive and own all revenues derived from the Energy Project including but not limited to revenues for electricity produced, capacity payments, and renewable energy credits. Energy Project revenues will not be encumbered by this Agreement, or in any other way, nor will the County have any interest in those revenues. The revenues from the Energy Project may be expended by the District in any manner that the District deems to be appropriate. Revenues from the Energy Project will not be deposited into the

Working Capital Fund or any other fund described in Section 6, and will at all times be separate and apart from those funds.

13.9 **Expansion.** The District may expand the Energy Project up to a maximum gross capacity of 13 megawatts without providing additional compensation to the County for the landfill gas needed to accommodate such expansion. If the District proposes to expand the Energy Project beyond a gross capacity of 13 megawatts, the Parties will negotiate compensation to be paid by the District to the County in order to utilize the additional landfill gas necessary to operate the portion of the Energy Project that is in excess of 13 megawatts (gross).

14. **Anaerobic Digestion Project.** The County is evaluating the feasibility of developing an anaerobic digestion project on the Property to divert municipal solid waste from landfill disposal. The County and the District identified potential locations for this project on the Property as shown on Exhibit D. These locations shall be reserved for use by the County for the project. The District shall maintain access to the two potential areas for ingress and egress by waste hauling vehicles and shall bill the costs in connection with such maintenance to the appropriate Calabasas Landfill funds as provided under this Agreement. County shall provide a 6-month written notice prior to use of these areas in order to allow the District to relocate any impacted materials and equipment. Temporary uses associated with operation of the Calabasas Landfill will be subject to approval by the County in consultation with the District except if the area needs to be used for environmental compliance purposes associated with monitoring the Calabasas Landfill or controlling emissions from the Calabasas Landfill. If any reserved area is required to be used for such environmental compliance purposes, the District will take all reasonable measures to minimize the impact to any future anaerobic digestion project and will notify the County as soon as practical. The District, at no cost or liability to the District, will further take all reasonable measures to support the County's proposed anaerobic digestion project on the Property, including releasing usufructuary rights as may be necessary for the operation of an anaerobic digestion project, and providing and maintaining proper access to the Property.

15. **Indemnification.**

15.1 The District shall indemnify, defend, and hold harmless the County, its officers and employees, from any and all claims, actions, liabilities, administrative actions or fines, losses, damages, costs and expenses (including reasonable attorneys' fees and legal costs) for any damage or injury (including bodily injury, death, or any environmental damage) arising from or related to the negligent or intentional acts or omissions of the District, or any of the District's officers or employees, in connection with the performance of the development, maintenance, or operation of the Calabasas Landfill. The District shall further indemnify, defend and hold harmless the County, its officers and employees, from any and all claims, actions, liabilities, cause of action, administrative actions or fines, losses, damages, costs and expenses (including reasonable attorneys' fees and legal costs) resulting from the District, or any of its officers or employees' failure to comply with any applicable laws, statutes, regulations, zone exceptions, or permits as set

forth in Section 4.3 above. In addition, the County, its officers and employees, will not be liable for any Defective Condition (as defined below) created or caused by the District's negligent or intentional acts or omissions during the District's possession of or operations at the Property, and the District will hold the County, its officers and employees, harmless and will defend them from any claims or damages resulting from or arising out of any Defective Condition that was created or caused by the negligent or intentional acts or omissions during the District's possession of, or operations, at the Property. As used in Sections 15.1 and 15.2, the term "Defective Condition" shall mean a condition at the Property that violates applicable laws or governmental approvals that are in effect at the time such condition is first created or caused by the District's negligent or intentional acts or omissions during the District's possession of or operations at the Property, or any condition that provides a basis of a claim that is facially valid for dangerous condition of public property under California Government Code Sections 830-840.6.

15.2 The County shall indemnify, defend, and hold harmless the District, its officers and employees, from any and all claims, actions, liabilities, administrative actions or fines, losses, damages, costs and expenses (including reasonable attorneys' fees and legal costs) for any damage or injury (including bodily injury, death, or any environmental damage) arising from or related to the negligent or intentional acts or omissions of the County, any of the County's officers or employees, or any of the Holders, in connection with the Calabasas Landfill or any Postclosure Maintenance. The County shall further indemnify, defend and hold harmless the District, its officers and employees, from any and all claims, actions, liabilities, cause of action, administrative actions or fines, losses, damages, costs and expenses (including reasonable attorneys' fees and legal costs) resulting from the County, or any of its officers or employees' failure to comply with any applicable laws, statutes, regulations, zone exceptions, or permits in connection with the Calabasas Landfill or any Postclosure Maintenance. In addition, the District, its officers and employees, will not be liable for any Defective Condition at the Property created or caused by the County's negligent or intentional acts or omissions during the County's possession of or operations at the Property (including, without limitation, the period of time that Postclosure Maintenance is performed), and the County will hold the District, its officers and employees, harmless and will defend them from any claims or damages resulting from or arising out of any Defective Condition that was created or caused by the County's negligent or intentional acts or omissions during the County's possession of, or operations at, the Property (including, without limitation, the period of time that Postclosure Maintenance is performed).

15.3 The indemnity provisions in Sections 15.1 and 15.2 will survive for a period of 10 years after the expiration or earlier termination of this Agreement.

16. **Expiration of Agreement.** The term of this Agreement shall expire upon the Property Surrender, except for the provisions of Section 13 and the indemnification provisions under Sections 15.1 and 15.2 which shall survive the expiration or earlier termination of this Agreement as provided above.

17. **Notice.** All notices to be given under this Agreement must be in writing and transmitted by U.S. Mail, personal delivery or by a nationally-recognized overnight courier. Notice will be deemed delivered on the next business day after deposit in U.S. mail or overnight carrier, or on the day of delivery if by personal delivery. Each Party may change its address for notice at any time by providing written notice to the other Party.

If the notice is to the District, notice must be addressed as follows:

Los Angeles County Sanitation Districts  
Attn: Facilities Planning Department  
1955 Workman Mill Road  
Whittier, California 90601

If the notice is to the County, notice must be addressed as follows:

County of Los Angeles  
Attn: Capital Programs  
Chief Executive Office  
754 Hall of Administration  
500 W. Temple Street  
Los Angeles, California 90012

18. **Rights Non-Transferable.** The District agrees that all rights secured by it under and pursuant to this Agreement shall not be transferable except with written consent of the County which consent shall not be unreasonably withheld, conditioned, or delayed. It is further agreed that any and all transfers shall be made expressly subject to all terms and conditions imposed by the County and the owners in instruments effectuating the transfer of Property and the institution of disposal services. The County agrees that all rights secured by it under and pursuant to this Agreement shall not be assigned, conveyed, or otherwise transferred except with written consent of the District which consent may be withheld in the District's sole and absolute discretion.

19. **Default.** If the District fails to comply with any of the provisions of this Agreement, the County may notify the District in writing that it is in default and demand that the default be cured within 90 days. If the District fails to cure the default within the 90-day period, then the District will forfeit its right to operate the Calabasas Landfill and shall remove itself from the Property and convey to the County title to all equipment, improvements, accounts receivables, monies, and other property used or acquired in the operation of said site or in pursuance of this Agreement, after the District has first reimbursed itself for all costs expended or incurred from operation and maintenance of the site, and County may take possession of all monies, accounts receivable and other property, and may thereafter operate the Calabasas Landfill by use of County employees and equipment from the Los Angeles County Equipment Pool as a public enterprise, and not otherwise.

20. **Further Assurances.** The Parties will promptly complete any documents necessary to effectuate the intent of this Agreement.

21. **Interpretation.** Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

22. **Severability.** If any term or provision of this Agreement is held, to any extent, to be invalid or unenforceable, the remainder of this Agreement will not be affected.

23. **Waiver.** A waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other provision of this Agreement, and no waiver will be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act will not be deemed an extension of time for performance of any other obligation or act.

24. **Delegation.** The District delegates to its Chief Engineer and General Manager, or his or her designee, the authority to take any and all actions on behalf of the District including, without limitation, all consents, approvals and authorizations that, in his or her judgment, serve to carry out the purposes of this Agreement.

25. **Recitals.** The recitals set forth in Sections A through O of this Agreement are incorporated into the body of this Agreement by reference.


26. **Effective Date.** The Effective Date of this Agreement, which is listed at the top of the first page, is the date of approval of this Agreement by the County's Board of Supervisors.

27. **Termination of Prior Agreement.** Upon the Effective Date, this Agreement shall replace and supersede in its entirety the Prior Agreement.

*[Signatures appear on following page.]*

The County and the District are signing this Agreement to be effective as of the Effective Date.

**COUNTY SANITATION DISTRICT NO. 2  
OF LOS ANGELES COUNTY**

By:   
Robert C. Ferrante  
Chief Engineer and General Manager

Date: JUL 12 2023

APPROVED AS TO FORM:  
Lewis Brisbois Bisgaard & Smith, LLP

By:   
District Counsel

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

Date: \_\_\_\_\_

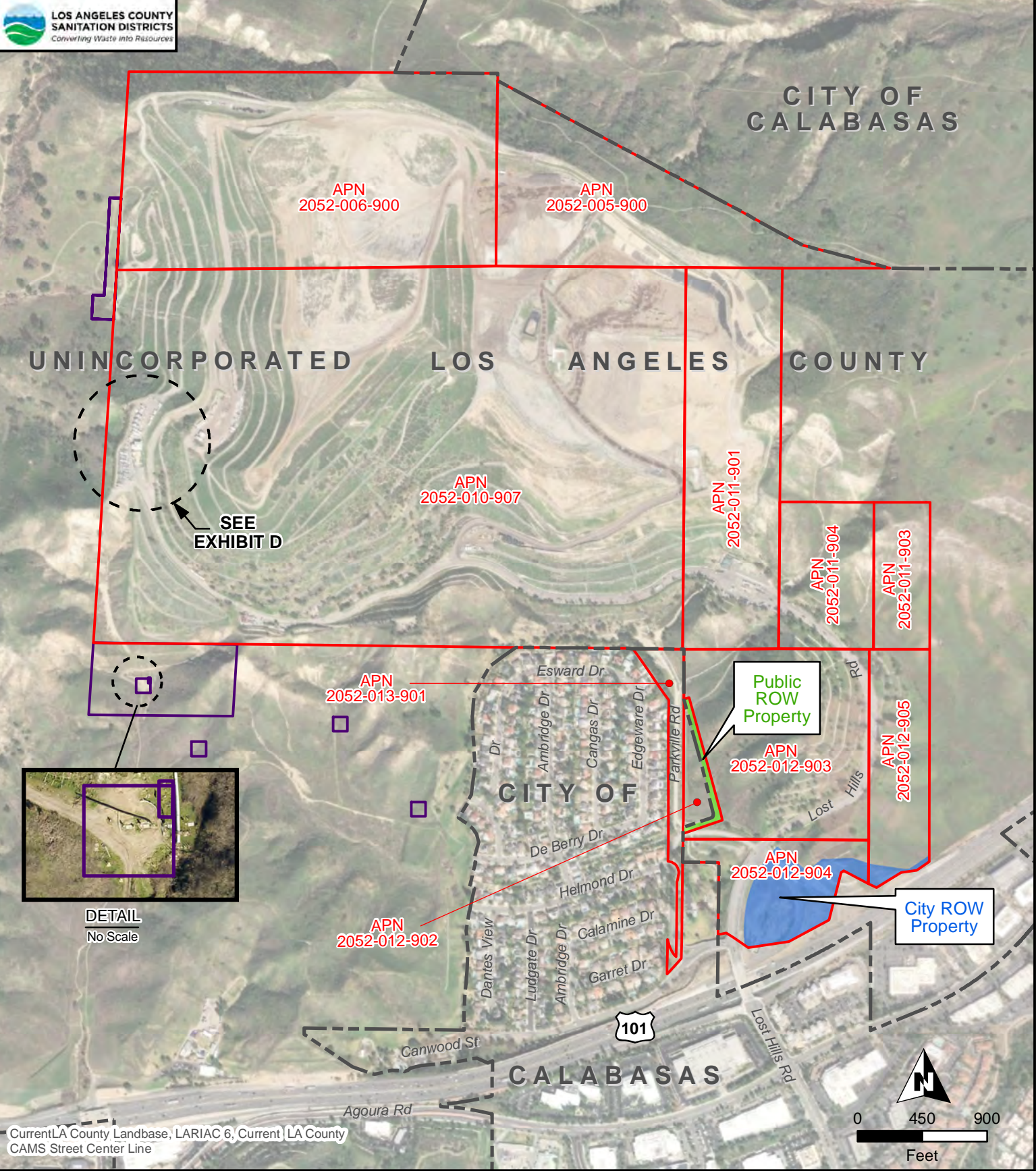
ATTEST:  
Celia Zavala  
Executive Officer – Clerk of the Board

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

APPROVED AS TO FORM:  
County Counsel


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





Current LA County Landbase, LARIAC 6, Current LA County CAMS Street Center Line

 Easement areas  
(held by CSD No 2)

 Landfill property owned by County and  
comprised of 11 parcels (± 500 acres)

# EXHIBIT A

## Calabasas Landfill

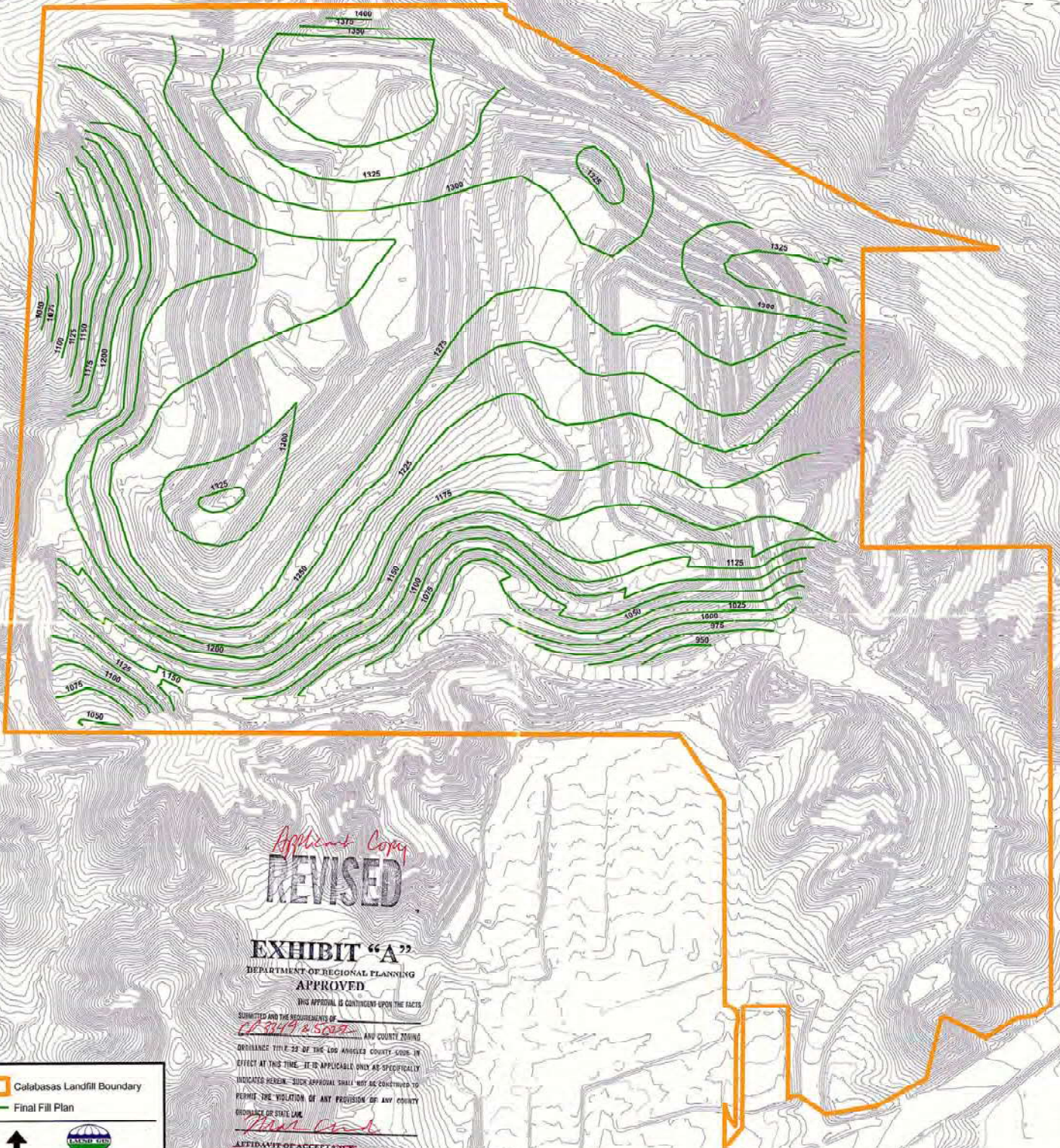
5300 Lost Hills Road  
Agoura, CA 91301

Note: Public ROW Property to be vacated by County. City ROW Property to be sold by County to City of Calabasas.



# EXHIBIT B

## August 2007 Final Fill Plan



*Applicant Copy*  
**REVISED**

### EXHIBIT "A"

#### DEPARTMENT OF REGIONAL PLANNING APPROVED

THIS APPROVAL IS CONTINGENT UPON THE FACTS  
SUBMITTED AND THE REQUIREMENTS OF  
*CP 9149 & 5007* AND COUNTY ZONING  
ORDINANCE TITLE 22 OF THE LOS ANGELES COUNTY CODE IN  
EFFECT AT THIS TIME. IT IS APPLICABLE ONLY AS SPECIFICALLY  
INDICATES HEREIN. SUCH APPROVAL SHALL NOT BE CONSTRUED TO  
PERMIT THE VIOLATION OF ANY PROVISION OF ANY COUNTY  
ORDINANCE OR STATE LAW.

*Paul G. Smith*  
AFFIDAVIT OF ACCEPTANCE  
DECEMBER 11, 2007  
*Revised final elevation*  
*1/2/08*

 Calabasas Landfill Boundary  
 Final Fill Plan



400  
1 inch equals 400 feet  
Feet

COUNTY SANITATION DISTRICT NO. 2  
OF LOS ANGELES COUNTY, CALIF.  
OFFICE OF CHIEF ENGINEER  
TOPOGRAPHIC MAP  
OF  
**CALABASAS LANDFILL**  
AMENDED FINAL CONTOURS



## EXHIBIT C

### Summary of Funds

Fund Name	Purpose	Sources
Working Capital Fund	Pays for operating and maintenance costs of the Calabasas Landfill.	All tipping fees collected, except as provided below.
Net Economic Benefits Fund	Available to County to purchase open space lands.	One dollar per ton of solid waste received for disposal.
Closure, Postclosure Maintenance, and Corrective Action Fund	California state-mandated fund that is controlled by the State. Eventually, funds will be used for Closure and Postclosure Maintenance.	The deposit is determined on an annual basis by the State, depending on status and usage of the Calabasas Landfill. If the Working Capital Fund cannot cover the required deposit, then the County shall cover the deposit.
Los Angeles County Equipment Pool	The District is charged an hourly rate when it uses equipment; the rental fee is put back into the fund. This is then used for equipment maintenance and purchases.	Money comes from Working Capital Fund; rental rates are a funding mechanism.
Los Angeles County Refuse Disposal Trust Fund	Used to pay for capital improvements.	Funded with excess revenue from Working Capital Fund.
Postclosure Development Fund	Pays for development, construction, operation or maintenance of any recreational facilities or any other facilities, as determined by the County in its sole discretion, at the Property when it is no longer needed for refuse disposal purposes	Three dollars, per ton of solid waste received for disposal.
Supplemental Postclosure Maintenance Fund	Used for all costs for Postclosure Maintenance and not otherwise covered by the Closure, Postclosure Maintenance, and Corrective Action Fund.	Three dollars, per ton of solid waste received for disposal.



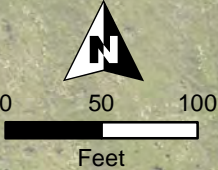
UNINCORPORATED  
LOS ANGELES COUNTY

Energy Project  
(Calabasas Landfill  
Gas-to-Energy Facility)

Existing Chain  
Link Fence

APN  
2052-010-907

Lost Hills Rd



Current LA County Landbase, LARIAC 6, Current LA County  
CAMS Street Center Line

- Calabasas Landfill  
Property Boundary
- Potential Locations  
of AD Project

**EXHIBIT D**  
**Calabasas Landfill**  
District's Gas-to-Energy Facility and Potential Locations  
of County's Anaerobic Digestion Project

# ENCLOSURE B

Analysis and Ordinance

## **ANALYSIS**

This ordinance amends Title 12, Chapter 12.48 – Environmental Protection – of the Los Angeles County Code, relating to fees and charge rates for disposal of municipal solid and inert waste and acceptance of Beneficial Materials at the Calabasas Landfill. This ordinance eliminates such fees and charge rates by the County of Los Angeles, and instead authorizes fees and charge rates to be set by the Los Angeles County Sanitation District, the operator of the Calabasas Landfill.

Very truly yours,

DAWYN R. HARRISON  
County Counsel

By

MIGUEL DAGER  
Deputy County Counsel  
Public Works Division

MD:ag

Requested: 03/28/2023  
Revised: 08/30/2023



**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 12, Chapter 12.48 – Environmental Protection – of the Los Angeles County Code, relating to fees and charge rates for disposal of municipal solid and inert waste and acceptance of Beneficial Materials at the Calabasas Landfill.

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

**SECTION 1.** Section 12.48.050 is hereby amended to read as follows:

**12.48.050 Fee and Charge Rates.**

The following fee and charge rates are prescribed for waste disposal at the Calabasas Landfill:

~~A. Fees Charged for Specific Types of Waste:~~

Types of Waste:	Rates:
Municipal Solid and Inert Waste	\$60.32 per ton
Hard-to-Handle Bulky Items	\$70.32 per ton
Tires	\$165.56 per ton
Special Handling	\$70.32 per ton
Minimum Charge — MSW	\$60.32 per load
Minimum Charge — Hard-to-Handle Bulky Items	\$70.32 per load
Pull-Offs	\$47.75 each

Uncontaminated Green Waste (green waste mixed with less than one percent (1%) waste material that is not green waste)	\$47.32 per ton
Minimum Charge — Uncontaminated Green Waste	\$47.32 per load
Acceptable Green Waste (green waste mixed with between one percent (1%) and three percent (3%) waste material that is not green waste)	\$60.32 per ton
Minimum Charge — Acceptable Green Waste	\$60.32 per load
Contaminated Green Waste (green waste mixed with three percent (3%) or more waste material that is not green waste)	\$70.32 per ton
Minimum Charge — Contaminated Green Waste	\$70.32 per load
Asphalt	\$20.00 per ton
Minimum Charge — Asphalt	\$50.00 per load

A. All fees and charges for disposal of municipal solid and inert waste, and acceptance of Beneficial Materials at the Calabasas Landfill shall be determined, adjusted and fixed by the operator of the landfill, the Los Angeles County Sanitation District, after consultation with, and written concurrence by, the County. Once concurred by the County, the Los Angeles County Sanitation District shall adopt an ordinance establishing such rates in accordance with the terms and conditions set forth in the Joint Powers Agreement entered into by and between the County and the Los

Angeles County Sanitation District for the operation and maintenance of the Calabasas Landfill.

B. The Los Angeles County Sanitation District, in its sole discretion, shall determine the waste classification for each load.

~~C. A surcharge of \$4.40/ton, subject to a minimum charge of \$4.40, will be charged with respect to all uncovered loads capable of producing litter.~~

~~D. A surcharge of \$4.40/ton, subject to a minimum charge of \$4.40, will be charged with respect to all non-manifested tire loads.~~

## **SECTION 2.**

This ordinance will take effect the first day of the month following the thirtieth day after the adoption of this ordinance.

[1248050THCC]

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023	
<b>BOARD MEETING DATE</b>	11/28/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	LA County Library	
<b>SUBJECT</b>	2022-23 Fiscal Year End-Report for the Library Facilities Mitigation Fee Funds and Updated Capital Improvement Plan	
<b>PROGRAM</b>	County Library	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	California Government Code Sections 66006 require the County to make available to the public specific information about each library facilities mitigation fee fund within 180 days after each fiscal year and Section 66002 requires the County to update annually a capital improvement plan at a noticed public hearing. In order to meet these requirements, the last Board date would be 11/28/23.	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Receive and file the fiscal year-end report for the library facilities mitigation fee funds and adopt the resolution updating the capital improvement plan for LA County Library facilities.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On October 27, 1998, the Board adopted a County ordinance establishing a library facilities mitigation fee, also known as the Developer Fee, to assist in defraying the LA County Library's costs associated with servicing new patrons resulting from new residential development in LA County's Unincorporated Areas.</p> <p>An annual Board letter and reporting is the mechanism by which LA County Library complies with the code requirement which states that within 180 days after the last day of each fiscal year, the County make available to the public two items: 1) a year-end report detailing financial information including beginning and ending balances, amount of fees collected, interest earned and public improvements on which fees were expended; and 2) and Updated Capital Improvement Plan (CIP).</p> <p>For the purposes of the Developer Fee Program, the County is divided into seven contiguous areas, known as Planning Areas, that have similar property values and geography. Fees received from each Planning Area may only be spent in the Planning Area in which it was collected, including in both City and Unincorporated Area libraries operated by LA County Library.</p>	



	<p>The ordinance was intended to specifically address issues related to capital projects/infrastructure, and therefore does <u>not</u> allow funds to be used to offset ongoing operating expenses such as salaries and employee benefits. Allowable costs include library Improvements such as acquiring land (lease or purchase), construction, expansion, library furnishings and materials, library services and programs such as collection development and maintenance; and auxiliary work related to establishing, implementing and monitoring library services such as a small administrative fee, engineering and architectural work and some legal expenses.</p>
<p><b>EQUITY INDEX OR LENS WAS UTILIZED</b></p>	<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how:</p>
<p><b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b></p>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability: Approval of the grant award supports the vision of making the County more livable, economically stronger, more equitable, and more resilient, by investing in public infrastructure that will enhance cultural, recreational, and learning opportunities for County residents and visitors, and improve the operational effectiveness of an existing County asset.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email:  Grace Reyes (Library), Administrative Deputy, (562) 940-8406,  <a href="mailto:greyes@library.lacounty.gov">greyes@library.lacounty.gov</a></p>

**SKYE PATRICK**  
Library Director



November 28, 2023

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

Dear Supervisors:

**2022-23 FISCAL YEAR-END REPORT  
FOR THE LIBRARY FACILITIES MITIGATION FEE FUNDS AND  
UPDATED CAPITAL IMPROVEMENT PLAN  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

LA County Library is recommending that the Board of Supervisors (Board) receive and file the fiscal year-end report for the library facilities mitigation fee funds and adopt the resolution updating the capital improvement plan for LA County Library facilities.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.

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

- 1) Receive and file the Fiscal Year-End Report for the Library Facilities Mitigation Fee Funds for Fiscal Year 2022-23, Attachment A.
- 2) Adopt the resolution (Attachment B) updating the Capital Improvement Plan for LA County Library Facilities as of November 28, 2023, Attachment C.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On October 27, 1998, the Board adopted an ordinance establishing a library facilities mitigation fee to assist in defraying LA County Library's increase in costs associated with

7400 E Imperial Hwy, Downey, CA 90242 | 562.940.8400 | [LACountyLibrary.org](http://LACountyLibrary.org)



**COUNTY OF LOS ANGELES SUPERVISORS**

**HILDA L. SOLIS**  
1st District

**HOLLY J. MITCHELL**  
2nd District

**LINDSEY P. HORVATH**  
3rd District

**JANICE HAHN**  
4th District

**KATHRYN BARGER**  
5th District

new residential development projects. This is codified as Chapter 22.264 (formerly Chapter 22.72) of the Los Angeles County Code, took effect on December 26, 1998, and was implemented in all unincorporated communities served by LA County Library. A separate fund was established for each of LA County Library's seven planning areas and the first deposit was made in Fiscal Year 1998-99. The Planning Areas have similar property values and geography, comprised as follows: 1) Santa Clarita Valley, 2) Antelope Valley, 3) West San Gabriel Valley, 4) East San Gabriel Valley, 5) Southeast County, 6) Southwest County and 7) Santa Monica Mountains.

#### Fiscal Year-End Report

Government Code section 66006, subdivision (b)(1) requires that within 180 days after the last day of each fiscal year, the County of Los Angeles (County) make available to the public specific information for each separate account or fund established for library facilities mitigation fees collected.

#### Capital Improvement Plan

Government Code section 66002, subdivision (b) requires the County to update annually a capital improvement plan and adopt the plan by a resolution of the Board at a noticed public hearing.

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

The County Strategic Plan directs the provisions of Strategy III.2 - Realize Tomorrow's Government Today, Objective III.2.2, Enhance Information Technology Platforms to Securely Share and Exchange Data, Objective III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency; and Objective III.3.1 – Maximize Revenue. The recommended actions are consistent in the areas of operational effectiveness, fiscal responsibility and accountability by engaging with our customers, communities and partners.

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

Based on Government Code section 66006, Library Mitigation Fees received from each Planning Area may only be spent in the Planning Area in which it was collected, including in both City and Unincorporated Area libraries operated by the LA County Library. The ordinance was intended to specifically address issues related to capital projects/infrastructure, and therefore does not allow funds to be used to offset ongoing

operating expenses such as salaries and employee benefits. The costs of administering the Library Mitigation Fee are prorated and charged to each Planning Area account, capped at 5%.

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

Government Code section 66006, subdivision (b)(1) requires the County to make available to the public information for each separate account or fund regarding the type of fee in the account or fund; the amount of the fee; the beginning and ending balance; the amount of fees collected and interest earned; public improvements on which fees were expended and the amount of the expenditures on each public improvement, including the total percentage of the cost of the public improvement that was funded with fees; the approximate date by which construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement; a description of each interfund transfer or loan made from the account or fund; and the amount of any refunds made. Attached is the fiscal year-end report reflecting these aforementioned requirements, Attachment A.

Government Code section 66002, subdivision (b) requires the County to update its Capital Improvement Plan, which shall indicate the approximate location, size, time of availability, and estimates of cost for all facilities or improvements to be financed with the library facilities mitigation fees. The Capital Improvement Plan is developed using service level guidelines to determine the needs of each community based on various factors and population. Attached is the updated Capital Improvement Plan reflecting these requirements, Attachment C.

Notice of the public hearing was given pursuant to Government Code section 65090.

The attached resolution was approved as to form by County Counsel, Attachment B.

### **IMPACT ON CURRENT SERVICES**

LA County Library strives to provide its customers with strong service and adequate facilities. The library facilities mitigation fees provide revenue to assist LA County Library in meeting the needs of a growing population in the unincorporated areas of the County by planning and constructing new library facilities and enhancing existing library facilities.

### **CONCLUSION**

The Honorable Board of Supervisors  
November 28, 2023  
Page 4

If there are any questions or there is a need for additional information, please contact Yolanda Pina, Chief Deputy Director, at (562) 940-8412.

Respectfully submitted,

Skye Patrick  
County Librarian

SP:YP:GR

Attachments (3)

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

## LA COUNTY LIBRARY

LIBRARY FACILITIES MITIGATION FEE FUNDS  
2022-23 FISCAL YEAR-END REPORT

	Fund BM1 Developer Fee Area 1 Santa Clarita Valley	Fund BM 2 Developer Fee Area 2 Antelope Valley	Fund BM3 Developer Fee Area 3 West San Gabriel Valley	Fund BM4 Developer Fee Area 4 East San Gabriel Valley	Fund BM5 Developer Fee Area 5 Southeast County	Fund BM6 Developer Fee Area 6 Southwest County	Fund BM7 Developer Fee Area 7 Santa Monica Mountains
Beginning Balance	\$ 2,126,287	\$ 303,916	\$ 680,080	\$ 576,988	\$ 3,687,419	\$ 1,505,810	\$ 136,890
Interfund Transfers	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Loans	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Fees Collected	\$ 86,242	\$ 42,440	\$ 111,908	\$ 169,570	\$ 233,661	\$ 16,575	\$ 0
Refunds <sup>1</sup>	\$ (3,288)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Interest Earned	\$ 62,181	\$ 9,145	\$ 20,818	\$ 19,467	\$ 109,114	\$ 43,572	\$ 3,939
Funds Transferred In	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Expenditures	\$ (13,610) (a)	\$ (1,916) (a)	\$ (4,992) (a)	\$ (4,286) (a)	\$ (24,812) (a)	\$ (9,561) (a)	\$ (863) (a)
Ending Balance	<u>\$ 2,257,812</u>	<u>\$ 353,585</u>	<u>\$ 807,814</u>	<u>\$ 761,739</u>	<u>\$ 4,005,382</u>	<u>\$ 1,556,396</u>	<u>\$ 139,966</u>
Developer Fee Rate <sup>2</sup>	\$1,096	\$1,061	\$1,108	\$1,094	\$1,097	\$1,105	\$1,099

Description of Expenditures:

(a) General developer fee program administration costs.

Notes:<sup>1</sup> Refunds refer to amount of refunds made pursuant to Government Code section 66006, subdivision (H).<sup>2</sup> In accordance with the County Code Chapter 22.264, fees are adjusted annually based on the Consumer Price Index (CPI) and are charged on a per dwelling unit basis at the time building permits are issued.

**RESOLUTION OF THE BOARD OF SUPERVISORS  
FOR ADOPTING THE UPDATED CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES  
TO BE FINANCED WITH LIBRARY FACILITIES MITIGATION FEES**

**WHEREAS**, population growth associated with new residential development in unincorporated areas of the County of Los Angeles (County) results in a demand for LA County Library facilities in excess of the existing capacity of LA County Library and the County General Plan and other provisions of law require such development impact to be mitigated; and

**WHEREAS**, existing and future sources of revenue are inadequate to fund substantial portions of LA County Library facilities needed to avoid unacceptable service levels and related adverse impacts; and

**WHEREAS**, on October 27, 1998, the County Librarian filed with this Board a report recommending the establishment of a library facilities mitigation fee to generate additional funds to provide LA County Library facilities to accommodate the library needs generated by such development. At that time, the Board adopted a capital improvement plan for LA County Library facilities to be financed with the fees; and

**WHEREAS**, the capital improvement plan indicates the approximate locations, sizes, time of availability and cost estimates for all facilities or improvements to be financed with the library facilities mitigation fees, in compliance with the requirements of Government Code section 66002, subdivision (a); and

**WHEREAS**, the County is required to annually update the capital improvement plan LA County Library facilities in accordance with the Government Code section 66002, subdivision (b); and

**WHEREAS**, notice of a public hearing regarding adoption of such updated capital improvement plan was given as required by law; and

**WHEREAS**, on November 28, 2023, the Board held a public hearing at which the Board considered the adoption of an updated capital improvement plan for LA County Library facilities to be financed with the library facilities mitigation fees; and

**WHEREAS**, at the public hearing all interested persons were given an opportunity to appear and be heard; the Board considered the testimony of all interested persons for or against the adoption of the updated capital improvement plan for LA County Library facilities; evidence was presented to the Board on the matters before it; and at the conclusion of the hearing the Board was fully advised on these matters and was authorized to proceed as hereinafter provided; and

**WHEREAS**, on the basis of all of the foregoing, the Board has determined at this time to adopt the updated capital improvement plan for LA County Library facilities dated November 28, 2023, as amended at the public hearing; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors hereby adopts the updated capital improvement plan for LA County Library facilities dated November 28, 2023, as amended.

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

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

\_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By:

\_\_\_\_\_  
KEEVER RHODES MUIR  
Senior Deputy County Counsel

**LA COUNTY LIBRARY  
CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES  
AS OF NOVEMBER 28, 2023**

**PLANNING AREA 1 - SANTA CLARITA VALLEY**

ANTICIPATED DATE OF COMPLETION	APPROXIMATE LOCATION	PROJECT DESCRIPTION	ESTIMATED PROJECT COSTS <sup>1</sup>			PROJECT STATUS
TBD	<b>Newhall Ranch Library Service Area</b> (Unincorporated areas)	New Library	Land	\$ 3,005,640	130,680 sq. ft.	Future <sup>2</sup>
			Construction	\$ 26,675,000	25,000 sq. ft.	
			Library Materials	<u>\$ 5,134,584</u>	183,378 items	
			Total Project Cost	<u>\$ 34,815,224</u>		
TBD	<b>North Valencia Library Service Area</b> (Unincorporated areas)	New Library	Land	\$ 920,000	40,000 sq. ft.	Future
			Construction	\$ 10,670,000	10,000 sq. ft.	
			Library Materials	<u>\$ 1,230,376</u>	43,942 items	
			Total Project Cost	<u>\$ 12,820,376</u>		
TBD	<b>Placerita Canyon Library Service Area</b> (Unincorporated areas)	New Library	Land	\$ 920,000	40,000 sq. ft.	Future
			Construction	\$ 10,670,000	10,000 sq. ft.	
			Library Materials	<u>\$ 238,392</u>	8,514 items	
			Total Project Cost	<u>\$ 11,828,392</u>		
TBD	<b>Various Library Service Areas</b>	Enhancement of Existing Library Facilities	Total Project Cost	<u>\$ 1,879,820</u>		Not Started
<b>PLANNING AREA 1 SUMMARY</b>			LAND	\$ 4,845,640		
			CONSTRUCTION	\$ 48,015,000		
			LIBRARY MATERIALS	\$ 6,603,352		
			ENHANCEMENT OF EXISTING LIBRARY FACILITIES	<u>\$ 1,879,820</u>		
			TOTAL PROJECT COST	\$ 61,343,812		
			PROGRAM ADMINISTRATION	<u>\$ 3,067,191</u>		
			<b>Total Cost <sup>3</sup></b>	<u><b>\$ 64,411,003</b></u>		



**LA COUNTY LIBRARY  
CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES  
AS OF NOVEMBER 28, 2023**

**PLANNING AREA 1 - SANTA CLARITA VALLEY**

---

<sup>1</sup> New Library: The estimated cost of land is based on an average of \$23 per square foot (varies per Library Planning Area), per CEO-Real Estate Division 2013 analysis. Land size is based on a 1 to 4 building-to-land ratio. The estimated cost of construction is based on an average of \$1,067 per square foot, as per the 2018 average cost of construction for the Willowbrook Library. The size of a library is based on a 0.5 square foot per capita, with a minimum size of 10,000 square feet. The estimated cost of library materials is based on additional materials needed using an average cost of \$28 per item with a 2.75 item ratio per capita.

Existing Library: Includes an estimated cost of additional library materials needed using an average cost of \$28 per item with a 2.75 item ratio per capita as well as an average cost of \$1,800 per additional computers needed using a 1.0 computer per 1,000 people served.

<sup>2</sup> On July 18, 2017 the Board of Supervisors (Board) adopted the findings, conditions and order for approval of the Newhall Ranch Project. On September 24, 2020 Library executed an MOU with Five Point to include a 25,000 sq. ft. library on 3 acres. The costs will not exceed the library facilities mitigation fee obligation and details of the library project will be included in a Definitive Agreement.

<sup>3</sup> Total cost for all facilities or improvements will be financed by existing and future library facilities mitigation fees and other funding sources.

**LA COUNTY LIBRARY  
CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES  
AS OF NOVEMBER 28, 2023**

**PLANNING AREA 2 - ANTELOPE VALLEY**

ANTICIPATED DATE OF COMPLETION	APPROXIMATE LOCATION	PROJECT DESCRIPTION	ESTIMATED PROJECT COSTS <sup>1</sup>			PROJECT STATUS
TBD	<b>Antelope Valley Bookmobile Library Service Area</b> (Unincorporated areas)	New Library	Land		sq. ft.	New Purchase <sup>2,3</sup>
			Construction	\$ 500,000	sq. ft.	
			Library Materials		items	
			Total Project Cost	<u>\$ 500,000</u>		
TBD	<b>Centennial Library Service Area</b> (Unincorporated areas)	New Library	Land	\$ 1,320,000	120,000 sq. ft.	Future <sup>4</sup>
			Construction	\$ 32,010,000	30,000 sq. ft.	
			Library Materials	<u>\$ 4,674,292</u>	166,939 items	
			Total Project Cost	<u>\$ 38,004,292</u>		
TBD	<b>East Lancaster Library Service Area</b> (Includes the City of Lancaster and unincorporated areas)	New Library	Land	\$ 440,000	40,000 sq. ft.	Future
			Construction	\$ 10,670,000	10,000 sq. ft.	
			Library Materials	<u>\$ 469,308</u>	16,761 items	
			Total Project Cost	<u>\$ 11,579,308</u>		
TBD	<b>Lake Elizabeth Library Service Area</b> (Unincorporated areas)	New Library	Land	\$ 440,000	40,000 sq. ft.	Future
			Construction	\$ 10,670,000	10,000 sq. ft.	
			Library Materials	<u>\$ 390,236</u>	13,937 items	
			Total Project Cost	<u>\$ 11,500,236</u>		
TBD	<b>Pearblossom Bookmobile (Santa Clarita Valley) Library Service Area</b> (Unincorporated areas)	New Library	Land		sq. ft.	New Purchase <sup>2,3</sup>
			Construction	\$ 500,000	sq. ft.	
			Library Materials		items	
			Total Project Cost	<u>\$ 500,000</u>		

**LA COUNTY LIBRARY  
CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES  
AS OF NOVEMBER 28, 2023**

**PLANNING AREA 2 - ANTELOPE VALLEY**

ANTICIPATED DATE OF COMPLETION	APPROXIMATE LOCATION	PROJECT DESCRIPTION	ESTIMATED PROJECT COSTS <sup>1</sup>			PROJECT STATUS
TBD	<b>West Lancaster Library Service Area</b> (Includes the City of Lancaster and unincorporated areas)	New Library	Land	\$ 1,232,000	112,000 sq. ft.	Future
			Construction	\$ 29,876,000	28,000 sq. ft.	
			Library Materials	<u>\$ 4,238,304</u>	151,368 items	
			Total Project Cost	<u>\$ 35,346,304</u>		
TBD	<b>Various Library Service Areas</b>	Enhancement of Existing Library Facilities	Total Project Cost	<u>\$ 8,322,548</u>		Not Started
<b>PLANNING AREA 2 SUMMARY</b>			LAND	\$ 3,432,000		
			CONSTRUCTION	\$ 84,226,000		
			LIBRARY MATERIALS	\$ 9,772,140		
			ENHANCEMENT OF EXISTING LIBRARY FACILITIES	<u>\$ 8,322,548</u>		
			TOTAL PROJECT COST	\$ 105,752,688		
			PROGRAM ADMINISTRATION	<u>\$ 5,287,634</u>		
			<b>Total Cost <sup>5</sup></b>	<u><b>\$ 111,040,322</b></u>		

<sup>1</sup> New Library: The estimated cost of land is based on an average of \$11 per square foot (varies per Library Planning Area), per CEO-Real Estate Division 2013 analysis. Land size is based on a 1 to 4 building-to-land ratio. The estimated cost of construction is based on an average of \$1,067 per square foot, as per the 2018 average cost of construction for the Willowbrook Library. The size of a library is based on a 0.5 square foot per capita, with a minimum size of 10,000 square feet. The estimated cost of library materials is based on additional materials needed using an average cost of \$28 per item with a 2.75 item ratio per capita.

Existing Library: Includes an estimated cost of additional library materials needed using an average cost of \$28 per item with a 2.75 item ratio per capita as well as an average cost of \$1,800 per additional computers needed using a 1.0 computer per 1,000 people served.

<sup>2</sup> Total cost for construction is based on 2018 purchase of propane and electric bookmobiles.

<sup>3</sup> On February 13, 2018 the Board of Supervisors (Board) approved the solicitation and acquisition of bookmobiles to replace Antelope Valley and Santa Clarita Valley Bookmobiles. The project will be partially funded by Library Mitigation Fee. The project is pending completion.

<sup>4</sup> On April 30, 2019 the Board approved a resolution certifying the final EIR and adopting Findings for the Centennial Project.

<sup>5</sup> Total cost for all facilities or improvements will be financed by existing and future library facilities mitigation fees and other funding sources.

**LA COUNTY LIBRARY  
CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES  
AS OF NOVEMBER 28, 2023**

**PLANNING AREA 3 - WEST SAN GABRIEL VALLEY**

ANTICIPATED DATE OF COMPLETION	APPROXIMATE LOCATION	PROJECT DESCRIPTION	ESTIMATED PROJECT COSTS <sup>1</sup>			PROJECT STATUS
2023	<b>Rosemead Library Service Area</b> (Includes the City of Rosemead and unincorporated areas)		Land	\$ 1,540,000	140,000 sq. ft.	Renovation <sup>2</sup>
			Construction	\$ 37,345,000	35,000 sq. ft.	
			Library Materials	<u>\$ 2,598,568</u>	92,806 items	
			Total Project Cost	<u>\$ 41,483,568</u>		
TBD	<b>Various Library Service Areas</b>	Enhancement of Existing Library Facilities	Total Project Cost	<u>\$ 10,769,092</u>		Not Started
<b>PLANNING AREA 3 SUMMARY</b>			LAND	\$ 1,540,000		
			CONSTRUCTION	\$ 37,345,000		
			LIBRARY MATERIALS	\$ 2,598,568		
			ENHANCEMENT OF EXISTING LIBRARY FACILITIES	<u>\$ 10,769,092</u>		
			TOTAL PROJECT COST	\$ 52,252,660		
			PROGRAM ADMINISTRATION	<u>\$ 2,612,633</u>		
			<b>Total Cost <sup>3</sup></b>	<u><b>\$ 54,865,293</b></u>		

**LA COUNTY LIBRARY  
CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES  
AS OF NOVEMBER 28, 2023**

**PLANNING AREA 3 - WEST SAN GABRIEL VALLEY**

~~New Library: The estimated cost of land is based on an average of \$29 per square foot (varies per Library Planning Area), per CEO-Real Estate Division 2013 analysis. Land size is based on a 1 to 4 building-to-land ratio. The estimated cost of construction is based on an average of \$1,067 per square foot, as per the 2018 average cost of construction for the Willowbrook Library. The size of a library is based on a 0.5 square foot per capita, with a minimum size of 10,000 square feet. The estimated cost of library materials is based on additional materials needed using an average cost of \$28 per item with a 2.75 item ratio per capita.~~

Existing Library: Includes an estimated cost of additional library materials needed using an average cost of \$28 per item with a 2.75 item ratio per capita as well as an average cost of \$1,800 per additional computers needed using a 1.0 computer per 1,000 people served. Existing Library: Includes an estimated cost of additional library materials needed using an average cost of \$28 per item with a 2.75 item ratio per capita as well as an average cost of \$1,800 per additional computers needed using a 1.0 computer per 1,000 people served.

<sup>2</sup> On August 2, 2022 the Board of Supervisors (Board) approved the refurbishment of the Rosemead Library with a budget of \$1.07M. The project is pending completion.

<sup>3</sup> Total cost for all facilities or improvements will be financed by existing and future library facilities mitigation fees and other funding sources.

**LA COUNTY LIBRARY  
CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES  
AS OF NOVEMBER 28, 2023**

**PLANNING AREA 4 - EAST SAN GABRIEL VALLEY**

ANTICIPATED DATE OF COMPLETION	APPROXIMATE LOCATION	PROJECT DESCRIPTION	ESTIMATED PROJECT COSTS <sup>1</sup>				PROJECT STATUS
TBD	<b>West Covina East Library Service Area</b> (Includes the City of West Covina and unincorporated areas)	New Library	Land	\$ 2,960,000	148,000	sq. ft.	Future
			Construction	\$ 39,479,000	37,000	sq. ft.	
			Library Materials	<u>\$ 5,630,772</u>	201,099	items	
			Total Project Cost	<u>\$ 48,069,772</u>			
TBD	<b>Various Library Service Areas</b>	Enhancement of Existing Library Facilities	Total Project Cost	<u>\$ 24,378,316</u>			Not Started
<b>PLANNING AREA 4 SUMMARY</b>			LAND	\$ 2,960,000			
			CONSTRUCTION	\$ 39,479,000			
			LIBRARY MATERIALS	\$ 5,630,772			
			ENHANCEMENT OF EXISTING LIBRARY FACILITIES	<u>\$ 24,378,316</u>			
			TOTAL PROJECT COST PROGRAM	\$ 72,448,088			
			ADMINISTRATION	<u>\$ 3,622,404</u>			
			<b>Total Cost <sup>2</sup></b>	<u><b>\$ 76,070,492</b></u>			

<sup>1</sup> New Library: The estimated cost of land is based on an average of \$20 per square foot (varies per Library Planning Area), per CEO-Real Estate Division 2013 analysis. Land size is based on a 1 to 4 building-to-land ratio. The estimated cost of construction is based on an average of \$1,067 per square foot, as per the 2018 average cost of construction for the Willowbrook Library. The size of a library is based on a 0.5 square foot per capita, with a minimum size of 10,000 square feet. The estimated cost of library materials is based on additional materials needed using an average cost of \$28 per item with a 2.75 item ratio per capita.

Existing Library: Includes an estimated cost of additional library materials needed using an average cost of \$28 per item with a 2.75 item ratio per capita as well as an average cost of \$1,800 per additional computers needed using a 1.0 computer per 1,000 people served.

<sup>2</sup> Total cost for all facilities or improvements will be financed by existing and future library facilities mitigation fees and other funding sources.

**LA COUNTY LIBRARY  
CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES  
AS OF NOVEMBER 28, 2023**

**PLANNING AREA 5 - SOUTHEAST**

ANTICIPATED DATE OF COMPLETION	APPROXIMATE LOCATION	PROJECT DESCRIPTION	ESTIMATED PROJECT COSTS <sup>1</sup>				PROJECT STATUS
2022	<b>Carson Library Service Area</b> (Unincorporated areas)	New Library	Land	\$ 6,380,000	220,000	sq. ft.	Completed April 2020 <sup>2</sup>
			Construction	\$ 58,685,000	55,000	sq. ft.	
			Library Materials	<u>\$ 6,276,816</u>	224,172	items	
			Total Project Cost	<u>\$ 71,341,816</u>			
2023	<b>Florence Library Service Area</b> (Unincorporated areas)	New Library	Land	\$ 3,480,000	120,000	sq. ft.	Completed May 2023 <sup>3</sup>
			Construction	\$ 32,010,000	30,000	sq. ft.	
			Library Materials	<u>\$ 3,436,440</u>	122,730	items	
			Total Project Cost	<u>\$ 38,926,440</u>			
TBD	<b>Various Library Service Areas</b>	Enhancement of Existing Library Facilities	Total Project Cost	<u>\$ 33,752,156</u>			Not Started
<b>PLANNING AREA 5 SUMMARY</b>			LAND	\$ 9,860,000			
			CONSTRUCTION	\$ 90,695,000			
			LIBRARY MATERIALS	\$ 9,713,256			
			ENHANCEMENT OF EXISTING LIBRARY FACILITIES	<u>\$ 33,752,156</u>			
			TOTAL PROJECT COST	\$ 144,020,412			
			PROGRAM ADMINISTRATION	<u>\$ 7,201,021</u>			
			<b>Total Cost <sup>4</sup></b>	<u><b>\$ 151,221,433</b></u>			

**LA COUNTY LIBRARY  
CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES  
AS OF NOVEMBER 28, 2023**

**PLANNING AREA 5 - SOUTHEAST**

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<sup>1</sup> New Library: The estimated cost of land is based on an average of \$29 per square foot (varies per Library Planning Area), per CEO-Real Estate Division 2013 analysis. Land size is based on a 1 to 4 building-to-land ratio. The estimated cost of construction is based on an average of \$1,067 per square foot, as per the 2018 average cost of construction for the Willowbrook Library. The size of a library is based on a 0.5 square foot per capita, with a minimum size of 10,000 square feet. The estimated cost of library materials is based on additional materials needed using an average cost of \$28 per item with a 2.75 item ratio per capita.

Existing Library: Includes an estimated cost of additional library materials needed using an average cost of \$28 per item with a 2.75 item ratio per capita as well as an average cost of \$1,800 per additional computers needed using a 1.0 computer per 1,000 people served.

<sup>2</sup> On February 19, 2019 the Board of Supervisors (Board) approved the refurbishment of the Carson Library with a budget of \$2.3M. The project was completed April 2020. Carson Library remains closed due to ongoing deferred maintenance of fire protection system installation.

<sup>3</sup> On May 30, 2017 the Board approved the relocation and renovation of the Florence Library at the Florence-Firestone Constituent Service Center. The project was completed May 2023.

<sup>4</sup> Total cost for all facilities or improvements will be financed by existing and future library facilities mitigation fees and other funding sources.



**LA COUNTY LIBRARY  
CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES  
AS OF NOVEMBER 28, 2023**

**PLANNING AREA 6 - SOUTHWEST**

ANTICIPATED DATE OF COMPLETION	APPROXIMATE LOCATION	PROJECT DESCRIPTION	ESTIMATED PROJECT COSTS <sup>1</sup>		PROJECT STATUS
TBD	Various Library Service Areas	Enhancement of Existing Library Facilities	Total Project Cost	\$ 13,478,764	Not Started
PLANNING AREA 6 SUMMARY			LAND	\$ -	
			CONSTRUCTION	\$ -	
			LIBRARY MATERIALS	\$ -	
			ENHANCEMENT OF EXISTING LIBRARY FACILITIES	\$ 13,478,764	
			TOTAL PROJECT COST	\$ 13,478,764	
			PROGRAM ADMINISTRATION	\$ 673,938	
			<b>Total Cost <sup>2</sup></b>	<b>\$ 14,152,702</b>	

**LA COUNTY LIBRARY  
CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES  
AS OF NOVEMBER 28, 2023**

**PLANNING AREA 6 - SOUTHWEST**

<b>ANTICIPATED DATE OF COMPLETION</b>	<b>APPROXIMATE LOCATION</b>	<b>PROJECT DESCRIPTION</b>	<b>ESTIMATED PROJECT COSTS <sup>1</sup></b>	<b>PROJECT STATUS</b>
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<sup>1</sup> Existing Library: Includes an estimated cost of additional library materials needed using an average cost of \$28 per item with a 2.75 item ratio per capita as well as an average cost of \$1,800 per additional computers needed using a 1.0 computer per 1,000 people served.

<sup>2</sup> Total cost for all facilities or improvements will be financed by existing and future library facilities mitigation fees and other funding sources.

**LA COUNTY LIBRARY  
CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES  
AS OF NOVEMBER 28, 2023**

**PLANNING AREA 7 - SANTA MONICA MOUNTAINS**

ANTICIPATED DATE OF COMPLETION	APPROXIMATE LOCATION	PROJECT DESCRIPTION	ESTIMATED PROJECT COSTS <sup>1</sup>		PROJECT STATUS
TBD	Various Library Service Areas	Enhancement of Existing Library Facilities	Total Project Cost	\$ 319,844	Not Started
PLANNING AREA 7 SUMMARY			LAND	\$ -	
			CONSTRUCTION	\$ -	
			LIBRARY MATERIALS	\$ -	
			ENHANCEMENT OF EXISTING LIBRARY FACILITIES	\$ -	
			TOTAL PROJECT COST	\$ 319,844	
			PROGRAM ADMINISTRATION	\$ 15,992	
			<b>Total Cost <sup>2</sup></b>	<b>\$ 335,836</b>	

<sup>1</sup> Existing Library: Includes an estimated cost of additional library materials needed using an average cost of \$28 per item with a 2.75 item ratio per capita as well as an average cost of \$1,800 per additional computers needed using a 1.0 computer per 1,000 people served.

<sup>2</sup> Total cost for all facilities or improvements will be financed by existing and future library facilities mitigation fees and other funding sources.

## EXECUTIVE OFFICE – BOARD OF SUPERVISOR

### AGENDA ENTRY

DATE OF MEETING:	11/28/2023
DEPARTMENT NAME:	LA COUNTY LIBRARY
BOARD LETTERHEAD	LA COUNTY LIBRARY
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS
VOTES REQUIRED	3-VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION	APPROVE ( ) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( ) or NONE (X)

**\*\*\* ENTRY MUST BE IN MICROSOFT WORD \*\*\***

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Instructions: To comply with the Brown Act requirement the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources, and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

**TITLE: Hearing on the LA County Library Facilities Mitigation Fee Funds Year-End Report and Capital Improvement Plan**

Recommendation: Hearing on the 2022-23 Fiscal Year-End Report for the Library Facilities Mitigation Fee Funds (All Districts); and adopt a resolution updating the Capital Improvement Plan for LA County Library Facilities as of November 28, 2023.

## **NOTICE OF PUBLIC HEARING – PROPOSED UPDATE OF THE CAPITAL IMPROVEMENT PLAN FOR LA COUNTY LIBRARY FACILITIES**

A public hearing will be held by the County of Los Angeles Board of Supervisors on November 28, 2023, at 9:30 a.m., in the Hearing Room of the Board of Supervisors, Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street and Grand Avenue), Los Angeles, California 90012, regarding the updated fiscal year-end report for the library facilities mitigation fee funds and the Capital Improvement Plan for LA County Library. Please note that due to restrictions related to COVID-19, a hybrid public hearing will be held. Please visit <http://bos.lacounty.gov/Board-Meeting/Board-Agendas> for details on how to listen to the meeting and/or address the Board.

The Board of Supervisors will consider and may adopt the updated Capital Improvement Plan dated November 28, 2023. Further, notice is given that the Board of Supervisors may continue this hearing from time to time.

Written comments may be sent to the Executive Office of the Board of Supervisors at the above address. If you do not understand this notice or need more information, please call (562) 940-8450.

Celia Zavala  
Executive Officer

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/25/2023		
<b>BOARD MEETING DATE</b>	11/28/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Regional Planning		
<b>SUBJECT</b>	Gun Dealer Ordinance (Title 22)		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No X		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No X		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$		
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Adopt the Gun Dealer Ordinance (Ordinance) which amends Title 22 (Planning and Zoning) of the Los Angeles County Code to align with concurrent updates to the licensing requirements for gun dealers in Title 7 (Business Licenses) of the Los Angeles County Code to enhance gun regulations. This includes defining gun dealers and clarifying the allowance of gun dealers in some commercial zones and industrial zones. It also prohibits new gun dealers within 1,000 feet of a sensitive use and other gun dealers. Furthermore, the Ordinance requires a Conditional Use Permit for new gun dealers where permitted. In conjunction with Title 7, the Ordinance includes hours of operation and requires a business license. It also prohibits the discharge of a firearm on the premises of a gun dealership.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On February 7, 2023, the County of Los Angeles Board of Supervisors (Board) approved a motion titled "Establishing Ordinances to Enhance Gun Regulation in Los Angeles County." The motion directs the Department of Regional Planning (LA County Planning) to: "prepare the ordinance to implement zoning regulations with a 1000 ft buffer zone between firearm dealers and sensitive areas (i.e. "child safety zones") and between firearm dealers and other firearm dealers in unincorporated Los Angeles County as set forth in the February 1, 2023, Report, and to submit the final ordinance to the Board for its consideration." The motion follows a series of motions dated June 14, 2022 and September 13, 2022 titled: "Revisiting Options for Gun Control in Los Angeles County" and "Enhancing Gun Regulations in Los Angeles County." The motions directed several County agencies to implement changes to the Los Angeles County Code to enhance gun regulation in Los Angeles County.		

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> <b><u>No</u></b>
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> <b><u>No</u></b>
<b>DEPARTMENTAL CONTACTS</b>	Andrew Flores, AICP, Planner Melissa Reyes, Senior Planner (213) 974-6457 <a href="mailto:Gundealerordinance@planning.lacounty.gov">Gundealerordinance@planning.lacounty.gov</a>

# LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP  
Director,  
Regional Planning

DAVID DE GRAZIA  
Deputy Director,  
Current Planning

DENNIS SLAVIN  
Chief Deputy Director,  
Regional Planning

JON SANABRIA  
Deputy Director,  
Land Use Regulations

CONNIE CHUNG, AICP  
Deputy Director,  
Advance Planning

JOSEPH HORVATH  
Administrative Deputy,  
Administration

November 28, 2023

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

Dear Supervisors:

**PUBLIC HEARING ON THE GUN DEALER ORDINANCE (TITLE 22)  
PROJECT NO. PRJ2023-002078-(1-5)  
ADVANCE PLANNING PROJECT NO. RPPL2023003021  
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

**SUBJECT**

The recommended action is to approve the Gun Dealer Ordinance (Ordinance), which amends Title 22 (Planning and Zoning) of the Los Angeles County Code to align with concurrent updates to the licensing requirements for gun dealers in Title 7 (Business Licenses) of the Los Angeles County Code to enhance gun regulations. This includes defining gun dealers and clarifying the allowance of gun dealers in some commercial zones and industrial zones. It also prohibits new gun dealers within 1,000 feet of a sensitive use and other gun dealers. Furthermore, the Ordinance requires a Conditional Use Permit (CUP) for new gun dealers where permitted. In conjunction with Title 7, the Ordinance includes hours of operation and requires a business license. It also prohibits the discharge of a firearm on the premises of a gun dealership. A project summary is included as Attachment 1 and the Ordinance is included as Attachment 2.

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

1. Find that the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines sections 15061(b)(3);
2. Indicate its intent to approve the Ordinance (Advance Planning Project No. RPPL2023003021), as recommended by the Regional Planning Commission (RPC); and



3. Instruct County Counsel to prepare the necessary final documents for the Ordinance and bring them back to the Board for their consideration.

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

Approval of the recommended actions will support the implementation of the Gun Dealer Ordinance, initiated by the Board in February 2023 to enhance gun regulations in unincorporated Los Angeles County. The motion directed the Department of Regional Planning (DRP) to prepare the ordinance to implement zoning regulations with a 1,000 foot buffer zone between firearm dealers and sensitive areas and between firearm dealers and other firearm dealers.

On September 20, 2023, the RPC held a public hearing and voted unanimously to recommend approval of the Ordinance. A summary of RPC proceedings is included as Attachment 3. The RPC's resolution is included as Attachment 4.

### **Key Components**

The Ordinance includes the following major elements and key components:

#### **Define Gun Dealer**

The Ordinance includes a definition of a "Gun Dealer" that is consistent with state law and the definition in the Title 7 update.

#### **New Gun Dealers**

The Ordinance clarifies the allowance of gun dealers in zones C-3 (General Commercial), C-M (Commercial Manufacturing), C-MJ (Major Commercial), C-R (Commercial Recreational), M-1 (Light Manufacturing), M-1.5 (Restricted Heavy Manufacturing), M-2 (Heavy Manufacturing), M-2.5 (Aircraft, Heavy Industrial), and C-RU (Commercial Rural) with a CUP and business license. Furthermore, the Ordinance prohibits new gun dealers within 1000 feet of sensitive uses, which include the property boundary of a park, school, library, or childcare center; or another gun dealer.

#### **Existing Gun Dealers**

Chapter 22.172 (Nonconforming Uses, Buildings and Structures) contains regulations for the continuation, addition, repair, and termination of status for nonconforming uses. The Ordinance allows lawfully existing gun dealers to remain in their present condition, subject to Chapter 22.172, except that the termination period does not apply.

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

The Ordinance supports *Goal II. Foster Vibrant and Resilient Communities* of the County Strategic Plan. In particular, it is consistent with *Strategy II.2-Support the Wellness of our Communities* by promoting quality of life through violence reduction. This is achieved by regulating and clarifying the selling of firearms and ammunition as a land use.

### **FISCAL IMPACT/FINANCING**

Approval of the Ordinance will not result in any significant new costs to the DRP or other County departments and agencies.

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

The Ordinance is consistent with and supportive of the goals, policies, and principles of the Los Angeles County General Plan, including Policy LU 7.1 Reduce and mitigate the impacts of incompatible land uses, where feasible, using buffers, appropriate technology, building enclosure, and other design techniques and Policy LU 10.9 Encourage land uses and design that stimulate positive and productive human relations and foster the achievement of community goals.

In addition to the public hearing conducted by the RPC on September 20, 2023, a public hearing before the Board is required pursuant to Section 22.232.040.B.1 of the County Code. Required notice has been given pursuant to the procedures and requirements set forth in Section 22.222.180 of the County Code and is included as Attachment 5.

### **ENVIRONMENTAL DOCUMENTATION**

The Ordinance is exempt from the provisions of the CEQA and the County's Environmental Document Reporting Procedures and Guidelines pursuant to CEQA Guidelines sections 15061(b)(3). The Environmental Determination was prepared for this project and is included as Attachment 6.

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

Approval of the Ordinance will not significantly impact County services.

Should you have any questions, please contact Andrew Flores or Melissa Reyes at (213) 974-6457 or [gundealerordinance@planning.lacounty.gov](mailto:gundealerordinance@planning.lacounty.gov).

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Amy Bodek', with a long horizontal flourish extending to the right.

AMY J. BODEK, AICP  
Director of Regional Planning

AJB:CC:ER:MR:ar

Attachments:

1. Project Summary
2. Proposed Ordinance
3. Regional Planning Commission Hearing Proceedings
4. Regional Planning Commission Resolution
5. Hearing Notice
6. Environmental Determination

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel  
Fire Department  
Public Health  
Public Works  
Treasurer Tax Collector

S\_11\_28\_2023\_AP\_BL\_GUN\_DEALER\_ORDINANCE\_BL

**COUNTY OF LOS ANGELES  
DEPARTMENT OF REGIONAL PLANNING**

**PROJECT SUMMARY**

<b>PROJECT DESCRIPTION:</b>	Proposed amendment to the Los Angeles County Code (Title 22) the Gun Dealer Ordinance aligns with updates to licensing requirements in Title 7 (Business Licenses) of the Los Angeles County Code to enhance gun regulations. This includes defining gun dealers and clarifying the allowance of gun dealers in some commercial zones and industrial zones. It also prohibits gun dealers within 1,000 feet of a sensitive use and other gun dealers. The Ordinance requires a Conditional Use Permit for new gun dealers where permitted. In conjunction with Title 7, the Ordinance includes hours of operation and requires licensing. It also prohibits the discharge of a firearm on premises.
<b>REQUEST:</b>	Approval and adoption of the Ordinance.
<b>LOCATION:</b>	Countywide (unincorporated areas)
<b>STAFF CONTACT:</b>	Andrew Flores or Melissa Reyes at (213) 974-6457
<b>RPC HEARING DATE(S):</b>	September 20, 2023
<b>RPC RECOMMENDATION:</b>	Approval and recommendation to the Board to consider adoption of the Ordinance.
<b>MEMBERS VOTING AYE:</b>	Commissioners Duarte-White, Louie, Moon, Hastings, O'Connor
<b>MEMBERS VOTING NAY:</b>	None
<b>MEMBERS ABSENT:</b>	None
<b>MEMBERS ABSTAINING:</b>	None
<b>KEY ISSUES:</b>	The Ordinance amends Title 22 (Planning and Zoning) of the County Code to define gun dealers. This definition aligns with TTC's definition in Title

7.

The Ordinance clarifies the allowance of gun dealers in some commercial zones and industrial zones with a Conditional Use Permit (CUP) and business license. The Ordinance limits the hours of operations from 8:00am to 8:00pm. It prohibits new gun dealers within 1,000 feet of a school, park, library, childcare center, and other gun dealers.

**MAJOR POINTS FOR:**

The Ordinance implements the February 7, 2023 Board directives for Title 22 from the motion titled "Establishing Ordinances to Enhance Gun Regulations in Los Angeles County." It directed LA County Planning to prepare an ordinance to implement zoning regulations with a 1,000 foot buffer zone between firearm dealers and sensitive areas and between firearm dealers and other firearm dealers in unincorporated Los Angeles County.

**MAJOR POINTS AGAINST:**

The Ordinance grants existing gun dealers nonconforming status in perpetuity. They are exempt from the termination period in Chapter 22.172 (Nonconforming uses, building and structures).

1                                   **ORDINANCE NO. \_\_\_\_\_**

2    An ordinance amending Title 22 – Planning and Zoning of the Los Angeles County  
3    Code defines and prohibits new gun dealers within 1000 feet of a sensitive use.

4           **SECTION 1.** Section 22.14.070 is hereby amended to read as follows:

5           ...

6           A.     Ammunition dealer. See “Gun dealer.”

7           ...

8           **SECTION 2.** Section 22.14.070 is hereby amended to read as follows:

9           ...

10          G.     Gun dealer. Any person, firm, corporation, or other business enterprise  
11 required by California Penal Code section 26500 to obtain a Business License to engage  
12 in the business of selling, transferring, leasing, trading, accepting on consignment, or  
13 advertising for sale, transfer, lease, trade, or consignment to the public, any pistol,  
14 revolver, rifle, shotgun, firearm, accessory, component, or other device designed,  
15 modified, or capable of being used as a weapon so as to expel a projectile; as defined in  
16 Chapter 7.14 of the County Code, as amended. This definition is inclusive of “ammunition  
17 dealer,” which means any person, firm, corporation, or other business enterprise that  
18 holds a current ammunition vendor license issued pursuant to California Penal Code  
19 section 30385.

20          ...

21          **SECTION 3.** Section 22.16.030 is hereby amended to read as follows:

22          **22.16.030 - Land Use Regulations for Zones A-1, A-2, O-S, R-R, and W.**

23          ...

C. Use Regulations.

1. Principal Uses. Table 22.16.030-B, below, identifies the permit or review required to establish each principal use.

...

TABLE 22.16.030-B: PRINCIPAL USE REGULATIONS FOR AGRICULTURAL, OPEN SPACE, RESORT AND RECREATION, AND WATERSHED ZONES						
	A-1	A-2	O-S	R-R	W	Additional Regulations
Retail/Commercial Uses						
...						
<u>Gun dealer</u>	=	=	=	=	=	
...						

...

**SECTION 4.** Section 22.18.030 is hereby amended to read as follows:

**22.18.030 - Land Use Regulations for Zones R-A, R-1, R-2, R-3, R-4, and R-5.**

...

C. Use Regulations.

1. Principal Uses. Table 22.18.030-B, below, identifies the permit or review required to establish each principal use.

...

TABLE 22.18.030-B: PRINCIPAL USE REGULATIONS FOR RESIDENTIAL ZONES							
	R-A	R-1	R-2	R-3	R-4	R-5	Additional Regulations
Retail/Commercial Uses							
...							

TABLE 22.18.030-B: PRINCIPAL USE REGULATIONS FOR RESIDENTIAL ZONES							
	<i>R-A</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>R-4</i>	<i>R-5</i>	<i>Additional Regulations</i>
<b>Retail/Commercial Uses</b>							
<u>Gun dealer</u>	=	=	=	=	=	=	
...							

...

**SECTION 5.** Section 22.18.060 is hereby amended to read as follows:

**22.18.060 - Development Standards and Regulations for Zone RPD.**

Premises in Zone RPD shall be subject to the following regulations:

A. Use Regulations.

...

4. Prohibited Uses. The following uses are prohibited in Zone RPD:

a. Gun dealers, in accordance with Section 22.140.255 (Gun Dealers).

**SECTION 6.** Section 22.20.030 is hereby amended to read as follows:

**22.20.030 - Land Use Regulations for Zones C-H, C-1, C-2, C-3, C-M, C-MJ, and C-R.**

...

C. Use Regulations.

1. Principal Uses. Table 22.20.030-B, below, identifies the permit or review required to establish each principal use.

...



TABLE 22.20.030-B: PRINCIPAL USE REGULATIONS FOR COMMERCIAL ZONES								
	C-H	C-I	C-2	C-3	C-M	C-MJ	C-R	Additional Regulations
<b>Retail/Commercial Uses</b>								
...								
<u>Gun dealer</u>	=	=	=	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>Section 22.140.255</u>
...								

...

**SECTION 7.** Section 22.20.090 is hereby amended to read as follows:

**22.20.090 - Development Standards and Regulations for Zone CPD.**

Premises in Zone RPD shall be subject to the following regulations:

A. Use Regulations.

...

4. Prohibited Uses. The following uses are prohibited in Zone CPD:

a. Gun dealers, in accordance with Section 22.140.255 (Gun Dealers).

...

**SECTION 8.** Section 22.22.030 is hereby amended to read as follows:

**22.22.030 - Land Use Regulations for Zones M-1, M-1.5, M-2, and M-2.5.**

...

C. Use Regulations.

1. Principal Uses. Table 22.22.030-B, below, identifies the permit or review required to establish each principal use.

...

TABLE 22.22.030-B: PRINCIPAL USE REGULATIONS FOR INDUSTRIAL ZONES					
	<i>M-1</i>	<i>M-1.5</i>	<i>M-2</i>	<i>M-2.5</i>	<i>Additional Regulations</i>
<b>Retail/Commercial Uses</b>					
...					
<u>Gun dealer</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>Section 22.140.255</u>
...					

**SECTION 9.** Section 22.22.050 is hereby amended to read as follows:

**22.22.050 - Land Use Regulations for Zones B-1 and B-2.**

Table 22.22.050-A, below, identifies the permit or review required to establish each use.

TABLE 22.22.050-A: LAND USE REGULATIONS FOR ZONES B-1 AND B-2			
<i>Use or Structure</i>	<i>B-1</i>	<i>B-2</i>	<i>Additional Regulations</i>
...			
<u>Gun dealer</u>	=	=	
...			

**SECTION 10.** Section 22.24.030 is hereby amended to read as follows:

**22.24.030 - Land Use Regulations for Rural Zones.**

C. Use Regulations.

1. Principal Uses. Table 22.24.030-B, below, identifies the permit or review required to establish each principal use.

85 ...

TABLE 22.24.030-B: PRINCIPAL USE REGULATIONS FOR RURAL ZONES			
	C-RU	MXD-RU	Additional Regulations
Retail/Commercial Uses			
...			
<u>Gun dealer</u>	<u>CUP</u>	=	<u>Section 22.140.255</u>
...			

86 ...

87 **SECTION 11.** Section 22.26.020 is hereby amended to read as follows:

88 **22.26.020 - Institutional Zone**

89 ...

90 B. Land Use Regulations.

91 ...

92 3. Use Regulations.

93 a. Principal Uses. Table 22.26.020-B, below, identifies the  
94 permit or review required to establish each use.

TABLE 22.26.020-B: PRINCIPAL USE REGULATIONS FOR ZONE IT		
		Additional Regulations
Retail/Commercial Uses		
...		
<u>Gun dealer</u>	=	
...		

95 ...

96 **SECTION 12.** Section 22.26.030 is hereby amended to read as follows:

97 **22.26.030 - Mixed Use Development Zone.**

98 ...

B. Land Use Regulations.

...

3. Use Regulations.

a. Principal Uses. Table 22.26.030-B, below, identifies the permit or review required to establish each use.

TABLE 22.26.030-B:PRINCIPAL USE REGULATIONS FOR ZONE MXD		
		<i>Additional Regulations</i>
<b>Retail/Commercial Uses</b>		
...		
<u>Gun dealer</u>	=	
...		

...

**SECTION 13.** Section 22.26.060 is hereby amended to read as follows:

**22.26.060 - Parking Restricted Zone.**

...

B. Land Use Regulations.

...

3. Use Regulations.

a. Principal Uses. Table 22.26.060-B, below, identifies the permit or review required to establish each use.

TABLE 22.26.060-B:PRINCIPAL USE REGULATIONS FOR ZONE P-R		
		<i>Additional Regulations</i>
...		
<u>Gun dealer</u>	=	<u>Section 22.140.255</u>
...		

...

**SECTION 14.** Section 22.60.030 is hereby amended to read as follows:

**22.60.030 - Prohibited Uses.**

In addition to uses listed in Section 22.22.030.E (Prohibited Uses), premises in Zone ( )-IP shall not be used for the following uses listed in Table 22.60.030-A:

TABLE 22.60.030-A:USES PROHIBITED IN ZONE ( )-IP
...
Greenhouses
<u>Gun dealer</u>
Gymnasiums
...

**SECTION 15.** Section 22.140.255 is hereby added as follows:

**22.140.255 - Gun Dealers.**

A. Applicability. This Section applies to gun dealers in zones C-3, C-M, CMJ, C-R, C-RU, M-1, M-1.5, M-2, and M-2.5.

B. Conditional Use Permit. A Conditional Use Permit (Chapter 22.158) application is required for all gun dealers in zones C-3, C-M, C-R, C-RU, M-1, M-1.5, M-2, and M-2.5.

C. Existing Uses. Gun dealers that were lawfully existing as of (effective date of the ordinance), the effective date of this Section, and are in compliance with Chapter 7.46 of the Los Angeles County Code, may remain in their present condition, subject to the provisions of Chapter 22.172 (Nonconforming Uses, Buildings, and Structures), except that the termination period enumerated in Subsection B.e of Section 22.172.050 (Termination Conditions and Time Limits) shall not apply.

D. Hours of Operation. Hours of operation are limited to 8:00 am to 8:00pm.

E. Business License. Gun dealers shall obtain a business license in accordance with Chapter 7.46 of the Los Angeles County Code.

F. Prohibited.

1. The property boundary of a gun dealer shall not be within 1,000 feet of the property boundary of a park, school, library, or child care center, or another gun dealer.

2. The discharge or firing of any pistol, revolver, rifle, shotgun, firearm, accessory, component, or other device designed, modified, or capable of being used as a weapon so as to expel a projective on premises for the gun dealer use shall be prohibited.

**SECTION 16.** Section 22.172.050 is hereby amended as follows:

**22.172.050 - Termination Conditions and Time Limits.**

The following regulations shall apply to all nonconforming uses and building and structure nonconforming due to use, and to buildings and structures nonconforming due to standards as specified in this Section.

...

B. Termination by Operation of Law.

1. In the case of nonconforming uses and buildings or structures nonconforming due to use:

...

e. Where a nonconforming use is carried on in a conforming

156 structure, five years except where the provisions of Subsection C, below, or as  
157 otherwise provided in this Title 22, apply;

158 ...

159

**SUMMARY OF PROCEEDINGS  
REGIONAL PLANNING COMMISSION  
GUN DEALER ORDINANCE (TITLE 22)  
PROJECT NO. 2023-002078**

**ADVANCE PLANNING PROJECT NO. RPPL2023003021**

**September 20, 2023 Regional Planning Commission (RPC) Hearing**

At the public hearing on September 20, 2023, staff provided an overview of the Gun Dealer Ordinance, which amends Title 22 (Planning and Zoning) (Project). Staff also provided background on the motions approved by the County of Los Angeles Board of Supervisors to implement changes to the County Code to enhance gun regulations.

Two members of the public spoke. One asked for the RPC to consider including religious places of worship as sensitive uses. The other member stated support for the ordinance. During the discussion, the RPC asked staff about the licensing process. TTC staff was present to answer RPC questions. RPC also asked staff to address the public comments about including religious places of worship in the definition of sensitive uses. Staff responded that the uses are accounted for through the inclusion of schools.

The RPC closed the public hearing and voted to recommend approval of the Project to the Board of Supervisors.

Concurring: Commissioners Louie, Moon, Hastings, Duarte-White, and O'Connor.

Dissenting: None

Abstaining: None

Absent: None

Action Date: September 20, 2023



**REGIONAL PLANNING COMMISSION  
PROJECT NO. PRJ2023-002078  
ADVANCE PLANNING PROJECT NO. RPPL2023003021**

**RESOLUTION  
REGIONAL PLANNING COMMISSION  
COUNTY OF LOS ANGELES  
PROJECT NO. PRJ2023-002078  
ADVANCE PLANNING PROJECT NO. RPPL2023003021**

**WHEREAS**, Chapter 22.198 of the Los Angeles County Code ("County Code") authorizes the County of Los Angeles ("County") to adopt zone changes;

**WHEREAS**, Article 1 of Chapter 4 of Division 1 of Title 7 of the California Government Code (commencing with section 65800) and Chapter 22.244 of the County Code, authorizes the County to adopt amendments to Title 22 of the County Code;

**WHEREAS**, the Regional Planning Commission ("Commission") of the County conducted a duly noticed public hearing on amendments to Title 22 (Planning and Zoning) of the County Code ("Gun Dealer Ordinance"); and

**WHEREAS**, the Regional Planning Commission finds as follows:

1. On June 14, 2022 and September 13, 2022, the County of Los Angeles Board of Supervisors (Board) approved motions titled: "Revisiting Options for Gun Control in Los Angeles County" and "Enhancing Gun Regulations in Los Angeles County," respectively, which direct several County agencies to implement changes to the County Code to enhance gun regulation in the unincorporated areas of Los Angeles County;
2. The Gun Dealer Ordinance aligns with updates to the licensing requirements for gun dealers in Title 7 (Business Licenses) of the County Code to enhance gun regulations. This includes use of the same definition of "gun dealer," hours of operation, and business license requirement as set forth in Title 7.
3. On February 7, 2023, the Board approved a motion titled "Establishing Ordinances to Enhance Gun Regulation in Los Angeles County." The motion directed the Department of Regional Planning (DRP) to: "prepare the ordinance to implement zoning regulations with a 1000 foot buffer zone between firearm dealers and sensitive areas (i.e. "child safety zones") and between firearm dealers and other firearm dealers in unincorporated Los Angeles County as set forth in the February 1, 2023 Report, and submit the final ordinance to the Board for its consideration."
4. The Gun Dealer Ordinance prohibits new gun dealers within 1,000 feet of a school, park, library, child care center, and other gun dealers;

**REGIONAL PLANNING COMMISSION**  
**PROJECT NO. PRJ2023-002078**  
**ADVANCE PLANNING PROJECT NO. RPPL2023003021**

5. The Gun Dealer Ordinance defines "gun dealer." "Gun dealer" is currently not defined in the County Code;
6. The Gun Dealer Ordinance clarifies the allowance of gun dealers in zones C-3 (General Commercial), C-M (Commercial Manufacturing), C-MJ (Major Commercial), C-R (Commercial Recreational), M-1 (Light Manufacturing), M-1.5 (Restricted Heavy Manufacturing), M-2 (Heavy Manufacturing), M-2.5 (Aircraft, Heavy Industrial), and C-RU (Commercial Rural) with a Conditional Use Permit (CUP) and business license. Currently, gun dealers are permitted in the unincorporated areas of Los Angeles County using comparable uses in the Zoning Code;
7. The Gun Dealer Ordinance also prohibits the discharge of a firearm on the premises of a gun dealership;
8. Pursuant to County Code Section 22.244.040, approval of the Gun Dealer Ordinance will be in the interest of public health, safety, and general welfare;
9. The Gun Dealer Ordinance allows existing gun dealers operating legally to continue to operate without obtaining a CUP as a legal nonconforming use with no amortization period;
10. The Gun Dealer Ordinance will not meaningfully constrain an individual's ability to purchase a firearm within the unincorporated areas of the County. Currently, there are existing gun dealerships in the unincorporated LA County where individuals may lawfully purchase firearms and/or ammunition;
11. The Gun Dealer Ordinance is consistent with other applicable provisions of Title 22;
12. Pursuant to County Code Section 22.244.040, the Gun Dealer Ordinance is consistent with the principles of the General Plan and supportive of the goals and policies of the General Plan;
13. The Gun Dealer Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) and the County CEQA Guidelines pursuant to CEQA Guidelines sections 15061(b)(3);
14. Pursuant to Section 22.222.180 of the County Code, a public hearing notice was published in 14 local newspapers, including the Spanish language

**REGIONAL PLANNING COMMISSION  
PROJECT NO. PRJ2023-002078  
ADVANCE PLANNING PROJECT NO. RPPL2023003021**

newspaper *La Opinión*. The public hearing notice was sent by mail to 235 contacts on DRP's courtesy list, and to all Los Angeles County public libraries. The public hearing notice and materials, including fact sheets in Spanish and Chinese, were also posted on DRP's website;

15. The public hearing notice was sent by email to 1,238 interested parties who signed up for project-related information and departmental contact lists. Materials were also posted on DRP's website and promoted through social media; and
16. On September 14, 2023, County staff hosted a virtual meeting for existing gun dealers to answer questions about the Gun Dealer Ordinance, as well as changes to licensing requirements via a concurrent effort to amend Title 7 of the County Code.
17. On September 20, the Commission held a duly noticed public hearing on the Gun Dealer Ordinance, and voted unanimously to approve the project.

**THEREFORE, BE IT RESOLVED THAT** the Regional Planning Commission recommends to the County of Los Angeles Board of Supervisors (Board) as follows:

1. That the Board holds a public hearing to consider the Gun Dealer Ordinance;
2. That the Board find that the project (Gun Dealer Ordinance) is exempt from the provisions of the California Environmental Quality Act (CEQA) and the County's Environmental Document Reporting Procedures and Guidelines for the reasons in the record; and
3. That the Board adopts Advance Planning Project No. RPPL2023003021 (Amendments to Title 22).

I hereby certify that the foregoing resolution was adopted by a majority of the voting members of the Regional Planning Commission of the County of Los Angeles on September 20, 2023.

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Elida Luna, Secretary  
Regional Planning Commission  
County of Los Angeles

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

**REGIONAL PLANNING COMMISSION**  
**PROJECT NO. PRJ2023-002078**  
**ADVANCE PLANNING PROJECT NO. RPPL2023003021**

By \_\_\_\_\_  
Kathy Park  
Deputy County Counsel  
County of Los Angeles

**NOTICE OF PUBLIC HEARING CONCERNING**  
**PROJECT NO. 2023-002078-(1-5)**  
**ADVANCE PLANNING PROJECT NO. RPPL2023003021-(1-5)**  
**GUN DEALER ORDINANCE (TITLE 22)**

Notice is hereby given that the Board of Supervisors will conduct a public hearing on the matter referenced above on **Tuesday, November 28, 2023 at 9:30 a.m.**, in Room 381B of the Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. Interested persons will be given an opportunity to testify in person or remotely. Please visit [bos.lacounty.gov/Board-Meeting/Board-Agendas](https://bos.lacounty.gov/Board-Meeting/Board-Agendas) for details on how to listen to the meeting and/or address the Board. Written comments may be submitted to the address above, attention: Public Hearing Section. For information regarding the hearing, you may call (213) 974-1426.

**Location:** Countywide (unincorporated)

**General Description of Proposal:** Amends Title 22 (Planning and Zoning) of the Los Angeles County Code to align with concurrent updates to the licensing requirements for gun dealers in Title 7 (Business Licenses) of the Los Angeles County Code to enhance gun regulations. This includes defining gun dealers and clarifying the allowance of gun dealers in some commercial zones and industrial zones. It also prohibits new gun dealers within 1,000 feet of a sensitive use and other gun dealers. Furthermore, the Ordinance requires a Conditional Use Permit for new gun dealers where permitted. In conjunction with Title 7, the Ordinance includes hours of operation and requires a business license. It also prohibits the discharge of a firearm on the premises of a gun dealership. The project (Ordinance) is exempt from the provisions of the California Environmental Quality Act (CEQA) and the County's Environmental Document Reporting Procedures and Guidelines pursuant to CEQA Guidelines sections 15061(b)(3).

Contact the Department of Regional Planning, **Gun Dealer Ordinance Title 22 Team** at **(213) 974-6457** between 7:30 a.m. and 5:30 p.m., Monday through Thursday (office is closed Fridays) or [gundealerordinance@planning.lacounty.gov](mailto:gundealerordinance@planning.lacounty.gov) directly for questions or additional information. Project materials are available at <https://planning.lacounty.gov/long-range-planning/gun-dealer-ordinance>. **Si necesita más información en Español, por favor llame al (213) 974-6427.**

If you need reasonable accommodations, such as interpreters, assistive listening devices, agenda in Braille, disability-related accommodations or other auxiliary aids, please contact the Executive Office of the Board at (213) 974-1411 or (213) 974-1707 (TTY), Monday through Friday from 8:00 a.m. to 5:00 p.m., at least three business days prior to the Board meeting. Later requests will be accommodated to the extent feasible. Máquinas de traducción están disponibles o si necesita intérprete para las juntas del Condado de Los Angeles, por favor llame al (213) 974-1426, de lunes a viernes de 8:00 a.m. a 5:00 p.m., con tres días de anticipación.



## PROPOSED ENVIRONMENTAL DETERMINATION

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**DETERMINATION DATE:** August 23, 2023  
**PROJECT NUMBER:** PRJ2023-002078-(1-5) Gun Dealer Ordinance/Title 22  
**PERMIT NUMBER(S):** Advance Planning Case No. RPPL2023003021  
**SUPERVISORIAL DISTRICT:** 1-5  
**PROJECT LOCATION:** Countywide  
**CASE PLANNER:** Connie Chung, AICP Deputy Director  
cchung@planning.lacounty.gov

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The County of Los Angeles completed an initial review for the above-mentioned project. Based on examination of the project, the County proposes that this project qualifies for Exemption 15061(b)(3) under the California Environmental Quality Act ("CEQA") and the County's Environmental Document Reporting Procedures and Guidelines.

**Project Location:** Unincorporated areas of Los Angeles County

**Project Description:** The Gun Dealer Ordinance amends Title 22 (Planning and Zoning) of the Los Angeles County Code to align with updates to licensing requirements in Title 7 (Business Licenses) of the Los Angeles County Code to enhance gun regulations. This includes defining gun dealers and clarifying the allowance of gun dealers (which are currently permitted using comparable uses in the Zoning Code, such as sporting goods stores) in some commercial zones and industrial zones. It also prohibits gun dealers within 1,000 feet of a sensitive use and other gun dealers. Furthermore, the Ordinance requires a Conditional Use Permit for new gun dealers where permitted. In conjunction with Title 7, the Ordinance includes hours of operation and requires licensing. It also prohibits the discharge of a firearm on premises.

On February 7, 2023, the County of Los Angeles Board of Supervisors directed LA County Planning to prepare zoning regulations with a 1000 ft buffer zone in unincorporated Los Angeles County. The motion follows a series of motions from June 14, 2022 and September 13, 2022, directing changes to the Los Angeles County Code to enhance gun regulation in Los Angeles County.

**Reasons Why this Project is Exempt:** This project is exempt from the provisions of the California Environmental Quality Act (CEQA) and the County's Environmental Document Reporting Procedures and Guidelines pursuant to CEQA Guidelines sections 15061(b)(3). The activity is covered by the common sense exemption that CEQA applies only

to projects that have the potential for causing a significant effect on the environment. The project is exempt pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment. The project clarifies the allowance of gun dealers (which are currently permitted using comparable uses in the Zoning Code, such as sporting goods stores) in some commercial zones and industrial zones. It also reduces potential sites for gun dealers by prohibiting sites within 1,000 feet of a sensitive use and other gun dealers. In addition, the project requires a discretionary review (CUP) for new gun dealers where permitted. Furthermore, the project works in conjunction with local and state licensing requirements that regulate gun dealers. As a retail use, gun dealers are likely to establish in existing structures or smaller commercial buildings 2,500 sq ft to 10,000 sq ft in urbanized areas.

The project is only an ordinance amendment that expressly authorizes gun dealers that are licensed pursuant to Title 7 of the Los Angeles County Code in some commercial zones and industrial zones to ensure consistency therewith. No construction activities are proposed or authorized by the project. The project does not cause physical changes to the environment, and does not have any potential for causing a significant effect on the environment. Additionally, it will not have an individual or cumulative impact. There are 20 existing gun dealers in the 2600 sq miles of unincorporated Los Angeles County. The project will reduce the potential sites for gun dealers. Furthermore, where permitted, gun dealers will be subject to a discretionary review, which is more restrictive and protective of the environment than the existing Zoning Code.

Furthermore, the project will not have impacts on scenic highways, impacts to hazardous waste sites, or historic resources. The project clarifies that gun dealers are only permitted in some commercial and industrial zones, and not within 1000 ft of a sensitive use or another gun dealer. There are no sites along the three adopted scenic highways zoned commercial or industrial. Therefore, the project will not result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. As a retail use and due to the limited number of sites where gun dealers are permitted, gun dealers will not be located on hazardous waste sites or cause a substantial change of a historic resource.