



## Board of Supervisors

# Community Services Cluster Agenda Review Meeting

**DATE:** February 28, 2024

**TIME:** 9:00 a.m. – 10:00 a.m.

**MEETING CO-CHAIRS:** Maria Chong-Castillo and Rachel Fox, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Christine Frias

**This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' August 8, 2023 order, which suspended the application of Board Policy 3.055 until March 31, 2024.**

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall Of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Room 140

To participate in the meeting virtually, please call teleconference number  
1 (323) 776-6996 and enter the following 885 291 326# or

[Click here to join the meeting](#)

Members of the Public may address the Community Services Cluster on  
any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL  
\*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

### 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 (Beaches & Harbors) for March 6, 2024 Board agenda:  
CONSENT TO ASSIGNMENT  
AMENDED AND RESTATED LEASE NO. 78457  
MARINA DEL REY MARINA (PARCEL 43) – MARINA DEL REY

Wednesday, February 28, 2024

- B.** Board Letter (Agricultural Commissioner/Weights & Measures) for March 12, 2024 Board agenda:  
2024 BRUSH CLEARANCE/WEED ABATEMENT REFEREES' HEARING REPORT
- C.** Board Letter (Animal Care & Control) for March 19, 2024 Board agenda:  
REQUEST APPROVAL TO EXECUTE MASTER AGREEMENTS WITH CONTRACTORS TO PROVIDE AS-NEEDED ONSITE VETERINARIAN SERVICES
- D.** Board Letter (Beaches & Harbors) for March 19, 2024 Board agenda:  
APPROVAL OF CONCESSIONS LICENSES  
COUNTY-OWNED AND OPERATED BEACHES
- E.** Board Letter (Beaches & Harbors) for March 19, 2024 Board agenda:  
INCREASE AMOUNT TO AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES MASTER AGREEMENT
- F.** Board Letter (Public Works) for March 19, 2024 Board agenda:  
MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT 68400 AND  
ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION THEREWITH IN UNINCORPORATED ARCADIA
- G.** Board Letter (Public Works) for March 19, 2024 Board agenda:  
MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT 52796 AND  
ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION THEREWITH IN UNINCORPORATED STEVENSON RANCH
- H.** Board Letter (Public Works) for March 19, 2024 Board agenda:  
WATER RESOURCES CORE SERVICE AREA  
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40,  
ANTELOPE VALLEY APPROVAL OF WATER SUPPLY ASSESSMENT FOR THE AVANTI NORTH PROJECT
- I.** Board Letter (Public Works) for March 19, 2024 Board agenda:  
WATER RESOURCES CORE SERVICE AREA  
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40,  
ANTELOPE VALLEY APPROVAL OF WATER SUPPLY ASSESSMENT FOR THE FOX FIELD EAST PROJECT

Wednesday, February 28, 2024

- J.** Board Letter (Public Works) for March 19, 2024 Board agenda:  
SERVICES CONTRACT  
PUBLIC CONTRACTING & ASSET MANAGEMENT CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS  
SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD  
AND VARIOUS BUILDING AND SAFETY PERMIT OFFICES
- K.** Board Letter (Public Works) for March 19, 2024 Board agenda:  
SERVICES CONTRACT  
PUBLIC CONTRACTING & ASSET MANAGEMENT CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ARMED AND UNARMED SECURITY SERVICES FOR  
PUBLIC WORKS HEADQUARTERS COMPLEX
- L.** Board Letter (Public Works) for March 19, 2024 Board agenda:  
SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS  
ROAD MAINTENANCE FIELD LOCATIONS AND PARK-N-RIDE LOTS
- M.** Board Letter (Public Works) for March 19, 2024 Board agenda:  
WATER RESOURCES CORE SERVICE AREA  
CHANGE ORDER FOR A CONSTRUCTION CONTRACT  
MORRIS DAM ACCESS ROAD AND SAN GABRIEL DAM  
OUTLET CHANNEL REHABILITATION PROJECT  
PROJECT ID NO. FCC0001304  
IN THE ANGELES NATIONAL FOREST
- N.** Board Letter (Public Works) for March 19, 2024 Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
COUNTY LIGHTING DISTRICTS  
ANNUAL ASSESSMENTS – FISCAL YEAR 2024-25
- O.** Board Letter (Public Works) for March 19, 2024 Board agenda:  
TRANSPORTATION CORE SERVICES AREA  
RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE  
TO GRANT A COMMON-CARRIER PETROLEUM PIPELINE FRANCHISE  
TO CRIMSON CALIFORNIA PIPELINE, L.P.
- P.** Board Letter (Public Works) for March 19, 2024 Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES OF  
EAST LOS ANGELES, SOUTH SAN JOSE HILLS, AND VALINDA

Wednesday, February 28, 2024

- Q.** Board Letter (Public Works) for March 19, 2024 Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES  
OF ATHENS VILLAGE, DEL AIRE, ROSEWOOD/EAST GARDENA,  
ROSEWOOD/WEST RANCHO DOMINGUEZ, WEST RANCHO  
DOMINGUEZ, AND WILLOWBROOK
- R.** Board Letter (Public Works - CP) for March 19, 2024 Board agenda:  
CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
CIVIC CENTER CENTRAL PLANT  
BOILERS AND CHILLERS REPLACEMENT PROJECT  
APPROVE REVISED PROJECT BUDGET  
APPROVE INCREASED AUTHORIZATION FOR EQUIPMENT  
PROCUREMENT  
SPECS. 7842; CAPITAL PROJECT NO. 87735  
(FISCAL YEAR 2023-24)

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

- A.** Board Letter (Regional Planning) for March 12, 2024 Board agenda:  
HEARING ON THE LOS ANGELES COUNTY  
2045 CLIMATE ACTION PLAN  
PROJECT NO. 2019-002015-(1-5)  
ADVANCE PLANNING NO. RPPL2019003630  
ENVIRONMENTAL ASSESSMENT NO. RPPL2019003635  
The item will be continued on 03/12/2024 to 04/16/2024.

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

**5. ADJOURNMENT**



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024		
<b>BOARD MEETING DATE</b>	3/6/2024		
<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>	Beaches and Harbors		
<b>SUBJECT</b>	Consent to Assignment of Lease No. 78457		
<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:	Funding source:	
	\$0	N/A	
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Seek consent and approval of proposed assignment to Marina Del Rey SMI Almar, LLC.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	This Board letter requests the Board's consent to the proposed assignment of Lease Agreement No. 78457 for Parcel 43 from the current lessee, MDR MARINA, L.P., (DBA MDR Marina) to MARINA DEL REY SMI ALMAR, LLC.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Lessee is committed to working with the County to advance the County's equity and inclusion programs and policies.		
<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: Linda T. Phan, Real Property Agent, 424-526-7741 <a href="mailto:LPhan@bh.lacounty.gov">LPhan@bh.lacounty.gov</a>		



March 6, 2024

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:

**CONSENT TO ASSIGNMENT  
AMENDED AND RESTATED LEASE NO. 78457  
MARINA DEL REY MARINA (PARCEL 43) – MARINA DEL REY  
(SECOND DISTRICT) (4 VOTES)**

**SUBJECT**

Approval of the proposed assignment of the Amended and Restated Lease Agreement No. 78457 (Lease) for Parcel 43 in Marina del Rey from MDR MARINA, L.P., a California limited partnership (Lessee) to MARINA DEL REY SMI ALMAR, LLC, a Delaware limited liability company (Assignee).

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter.
2. Consent to the proposed assignment of Lease to Assignee.
3. Authorize the Director of Beaches and Harbors to execute any documentation, approved by County Counsel or County's outside counsel, necessary to effectuate the proposed assignment of Lease No. 78457 and to take necessary and appropriate actions to implement the proposed assignment.

Caring for Our Coast

♦ ♦ ♦  
**Gary Jones**  
Director

**Amy M. Caves**  
Chief Deputy Director

**Carol Baker**  
Deputy Director

**LaTayvius R. Alberty**  
Deputy Director



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

Lessee is selling its leasehold interest to Parcel 43 and is requesting County of Los Angeles (County) approval to assign its leasehold interest to Assignee. Pursuant to the terms of this Lease, Lessee must obtain County's approval which shall not be unreasonably withheld. The Amended and Restated Lease commenced December 22, 2015, and expires February 28, 2061.

Pursuant to that certain Department of Beaches and Harbors (DBH) Policy Statement No. 23 – Assignments of Lease dated January 16, 1974, County's decision whether to approve the proposed Assignment shall be based on the following: a) the financial condition of the proposed Assignee; b) the price to be paid for the marina leasehold as it relates to improvements or potential development thereon; and c) the management of the marina leasehold by the proposed Assignee being in the best interest of the whole Marina del Rey.

DBH has reviewed the proposed assignment and has found that; a) the Assignee is currently affiliated with a portfolio of over 70 marinas across the United States, and its principal owner, SUNTEX MARINA INVESTORS LLC, has a net worth of over \$500,000,000; b) the proposed sales price of \$40,000,000 for Parcel 43 leasehold appears to be justified based on an independent analysis of the proposed assignment by County's economic consultant; and c) the proposed Assignee has requisite experience to continue the day-to-day operations.

The proposed assignment requires Lessee to a) reimburse County its administrative costs in connection with the proposed assignment; and b) to pay the County Net Proceeds Share amount of approximately \$2,019,990 pursuant to the terms of the Lease.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

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

## **FISCAL IMPACT/FINANCING**

Of the County's \$2,019,990 Net Proceeds Share amount, approximately \$1.5 million will be directed to the Marina Accumulative Capital Outlay (ACO) Fund for continued maintenance and improvement of the Marina del Rey public areas and infrastructure. The remaining \$510,000 will be reflected as one-time over realized revenue in Fiscal Year 2023-2024.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Parcel 43, commonly known as Marina del Rey Marina, contains 277 slips, 13 end-ties and one side-tie.

The proposed sale and assignment of the marina leasehold interest was finalized by the end of January 2024. The proposed ownership structure of Assignee is outlined on Exhibit A.

County's outside counsel has reviewed and approved the proposed assignment as to form.

**ENVIRONMENTAL DOCUMENTATION**

The proposed Assignment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5) of the CEQA Guidelines, approval of the proposed assignment is an administrative activity of government that will not result in direct or indirect physical changes in the environment.

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

There is no impact on current services or projects.

**CONCLUSION**

It is requested that your Board approve the proposed assignment.

Please instruct the Executive Officer, Board of Supervisors to send two copies of the adopted-stamped Board letter to DBH, retaining a copy for your records. Should you have any questions please contact Linda Phan at (424) 526-7741 or LPhan@bh.lacounty.gov.

Respectfully submitted,

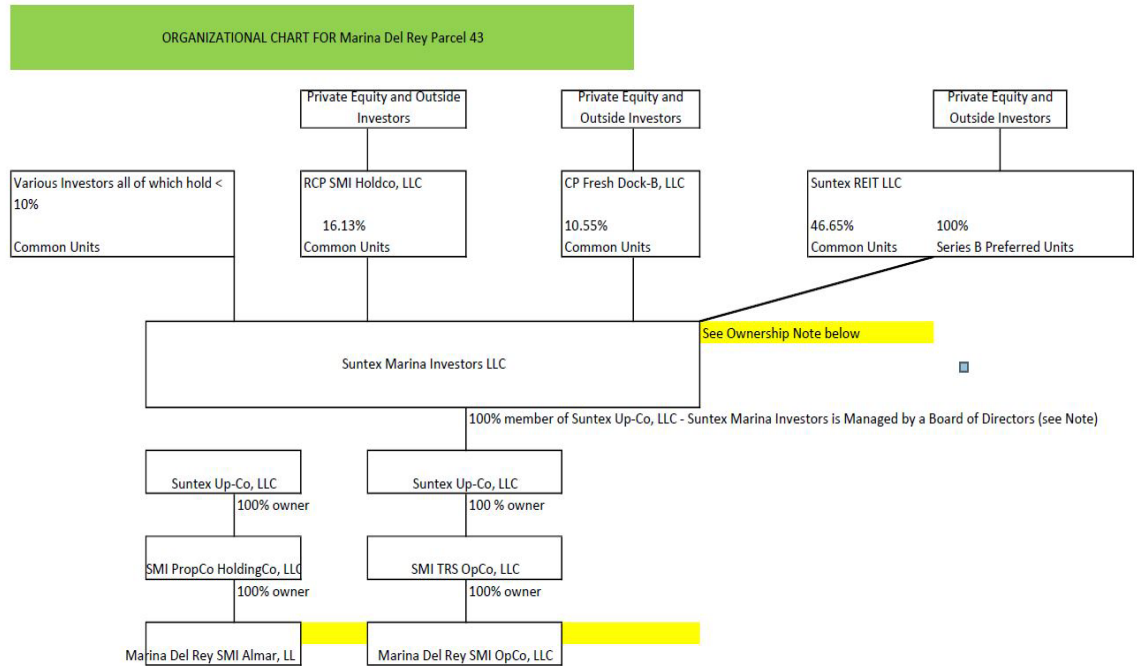
GARY JONES, Director

GJ:AC:LA:SP:MAC:ltf

Attachments (2)

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

## Exhibit A



### OWNERSHIP NOTE:

No individual owner owns, directly or indirectly, more than 5% of Suntex Marina Investors LLC

### Note on Suntex Marina Investors Board

#### Board Members:

Bryan Redmond	CEO			
Matthew Dabrowski	Affiliated with CP Fresh Dock and Suntex REIT			
William Rahm	Affiliated with CP Fresh Dock and Suntex REIT			
Ashley Marks	Affiliated with Cordillera Funds (collectively own <10%)			
John D. Powers	Affiliated with RCP SMI Holdco, LLC			
Judy Turchin	Independent			
Amy Miles	Independent			
Cyril Peitrafesa	Affiliated with CP Fresh Dock and Suntex REIT			
John S. Gonnella	Affiliated with CP Fresh Dock and Suntex REIT			

**GROUND LEASE ESTOPPEL**

**COUNTY OF LOS ANGELES, CALIFORNIA**

\_\_\_\_\_, 2024

MDR MARINA, L.P., Almar Marinas, LLC,  
Hogan Marina Investments, L.P., JenBrad/Carlsbad, LLC, (collectively **“Exchange Purchaser”**)  
Attn: Thomas J. Hogan  
c/o Pacific Marina Development, Inc.  
3146 Via Lido Suite G  
Newport Beach, VA 92663

Re: Amended and Restated Lease Agreement Parcel 43 – Marina Del Rey (Post-Parcel 43 Option Exercise) dated December 22, 2015, (the **“Lease”**), between the COUNTY OF LOS ANGELES, a subdivision of the State of California (**“County/Lessor”**) and MDR MARINA, L.P., a California limited partnership, (collectively **“Lessee”**) for premises known as “Marina Del Rey Marina”, as more particularly described in the Lease (the **“Property”**);

Ladies and Gentlemen:

The undersigned County (as Lessor) understands and acknowledges that Lessee currently intends to assign its interest in the Lease to Exchange Purchaser and, in contemplation of such assignment, Exchange Purchaser is relying upon County’s certification herein.

County hereby certifies that:

1. **The Amended and Restated Lease Agreement Parcel 43-Marina Del Rey (Post-Parcel 43 Option Exercise)**. County is the owner of the fee simple estate in the Property and is the lessor (or landlord) under the Lease.

The Lease represents the entire agreement between County and Lessee with respect to the leasing and occupancy of the Property; except as set forth on **Exhibit A** attached hereto (the **“Exceptions List”**) if any, there are no other promises, agreements, understandings, or commitments of any kind, oral or written, between County and Lessee with respect thereto.

☒ Except as provided above, there are no amendments to the Lease; OR

☐ The Lease was additionally amended on \_\_\_\_\_.

2. **Lease Status**. The Lease has not been cancelled, terminated, amended, modified, assigned, or extended (except as set forth above), and is in full force and effect and enforceable against Lessor in accordance with its terms.

As of the date hereof, except as set forth on the Exceptions List (if any): (i) all conditions and obligations under the Lease to be satisfied or performed by Lessee and County have been satisfied or performed by the respective party; (ii) there are no uncured breaches or defaults on the part of

County or Lessee, whether monetary or otherwise, under the Lease; (iii) to County's knowledge, no condition exists which, with the passage of time or giving notice or both, would constitute a default under the Lease; and (iv) County has not sent to nor received from Lessee any notice of default or breach under the Lease.

3. **Term; Extension Options.** The terms of the Lease expire at 11:59 p.m. on February 28, 2061, unless sooner terminated in accordance with the terms of the Lease.

[ X ] There are no remaining options to extend or renew the Lease term or the term of the Concession Agreement; OR

[ ] Lessee has the option to extend or renew the Lease term for \_\_\_\_ (\_\_\_\_) additional period(s) of \_\_\_\_ (\_\_\_\_) years (each).

4. **Rent and Percentage Rent.** The fixed, Minimum Monthly Rent or basic rent payable under the Lease is \$67,468.75 per month and has been paid through January 31, 2024.

No fixed, minimum or basic rent ("**Base Rent**") has been paid in advance for any period after said date, except as follows: \_\_\_\_\_.

County Percentage rent [ ] is not / [ X ] is payable under the Lease, and has been paid through December 31, 2023.

Lessee has paid all other charges due under the Lease.

No Base Rent under the Lease has been paid by Lessee more than one month in advance.

5. **Administrative Charge; Net Proceeds Share.** The County acknowledges receipt of a deposit in the sum of \$15,000 which shall be applied towards the Administrative Charge due pursuant to Section 4.7 of the Lease. The County further acknowledges receipt of Lessee's calculations of the Net Proceeds Share in connection with the change of ownership and, subject to the County's right to audit pursuant to the Lease, hereby approves such calculation and agrees to accept the sum of \$2,019,990 in full satisfaction of Lessee's obligations on account thereof pursuant to Section 4.6 of the Lease.

6. **Initial/Additional Security Deposit.** County [ X ] is / [ ] is not holding an initial security deposit under the Lease in the amount of \$134,937.50 (an amount equal to the sum of 2 times the Monthly Minimum Rent). County [ ] is / [ X ] is not holding an additional security deposit under the Lease in the amount of \$\_\_\_\_\_.

7. **Capital Improvement Fund.** The current deposit to the Capital Improvement Fund (as defined in Section 5.12 of the Lease) is an amount equal to the sum of one and one-half percent (1.5%) of total Gross Receipts for the previous month from the operation of the Improvements located thereon.

8. **Water Management Practices.** Any water management practices which Lessee is obligated or otherwise required to implement, if any, pursuant to the Ground Lease are set forth on **Schedule I** attached hereto.

9. **Counterparts; Electronic Signatures.** This certification and any other document necessary for the consummation of the transaction contemplated by this certification may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this certification 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 certification had been delivered had been signed using a handwritten signature. County and Lessee (i) agree that an electronic signature, whether digital or encrypted, of a party to this certification is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this certification based on the foregoing forms of signature. If this certification has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“**E-SIGN**”) and California Uniform Electronic Transactions Act (“**UETA**”)(Cal. Civ. Code § 1633.1, *et seq.*), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[Signature page follows]



**COUNTY/LESSOR:**

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Gary Jones, Director of Department of  
Beaches and Harbors

**APPROVED AS TO FORM:**

GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP

By: \_\_\_\_\_

Name: Roger Howard

Title: Partner

**EXHIBIT A**

**EXCEPTIONS LIST**

*[delete if none]*

**SCHEDULE I**

**WATER MANAGEMENT PRACTICES**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

William D. Buckner, Esq.  
Buckner, Robinson & Mirkovich  
3146 Red Hill Avenue, Suite 200  
Costa Mesa, California 92626

MAIL TAX STATEMENTS TO:

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

---

Assessor's Identification Numbers: 4224-008-901, 4224-012-901; 8940-759-618;  
and 8940-370-076

THE UNDERSIGNED ASSIGNOR DECLARES:

Documentary transfer tax is \$0.00. **Grantor and grantees are comprised of the same parties, and their proportional interest remains the same immediately following transfer, R&T 11925(d).**

**GROUND LEASE ASSIGNMENT, ASSUMPTION AND CONSENT**

I. Assignment. For valuable consideration, receipt of which is hereby acknowledged, MDR Marina, L.P., a California limited partnership, ("**Assignor**"), hereby GRANTS, ASSIGNS, DELIVERS AND TRANSFERS TO MDR Marina, L.P., a California limited partnership, Almar Marinas, LLC, a California limited liability company, Hogan Marina Investments, L.P., a California limited partnership, and JenBrad/Carlsbad, LLC, a California limited liability company (collectively "**Assignee**"), the following:

A. All of Assignor's right, title and interest in, to and under the "**Ground Lease**" described on Exhibit A-1 between Assignor and County of Los Angeles ("**Ground Lessor**") which Ground Lease pertains to that certain land (collectively, the "**Land**") described on Exhibits A-2, attached hereto and incorporated herein by this reference.

B. All of Assignor's right, title and interest in and to the real property improvements located in or on the Land (the "**Improvements**," and collectively with the Land, "**Real Property**").

C. All of Assignor's interest in the rights, easements and appurtenances pertaining to the Land, including Assignor's interest (if any) in and to any adjacent streets, alleys or rights-of-way.

The foregoing grant, assignment, delivery and transfer shall be effective as of the date of recordation of this Ground Lease Assignment and Assumption (“**Assignment**”) in the Official Records of Los Angeles County, California (“**Effective Date**”):

II. Acceptance and Assumption. For valuable consideration, receipt of which is hereby acknowledged, Assignee hereby (a) accepts the foregoing grant, assignment, delivery and transfer; (b) assumes, for the benefit of Assignor and the Ground Lessor under the Ground Lease, all of the obligations and covenants of the lessee under the Ground Lease arising from and after the date hereof; and (c) agrees, for the benefit of both the Assignor and Ground Lessor, to keep, perform and be bound by all such obligations and covenants arising from and after the date hereof under the terms and conditions contained in the Ground Lease on the part of the lessee therein to be kept and performed, for all intent and purposes as though the undersigned Assignee was the original tenant thereunder. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby agrees, for the benefit of both the Assignee and Ground Lessor, to keep, perform and be bound by all of the obligations, covenants, terms and conditions of the lessee under the Ground Lease as are applicable to and arising during the time period in which Assignor owned a leasehold interest in the Ground Leases before the effectiveness of the Assignment.

III. Certifications Regarding Ground Lease. By its execution of the Acknowledgement and Consent below, Ground Lessor hereby certifies to Assignee that as of the Effective Date: (a) the Ground Lease has not been amended except as set forth on Exhibit A-1; (b) to the best of its knowledge, no payment is currently due under the Ground Lease and there exists no default by Assignor under the Ground Lease, nor does there exist any event or circumstance which with the giving of notice or the passage of time, or both, would constitute a default under the Ground Leases; and (c) the term of the Ground Lease ends on February 28, 2061. The foregoing certifications may be relied upon by Assignee.

IV. Indemnification by Assignor. Assignor hereby agrees to indemnify and hold harmless Assignee from and against any and all lost, cost or expense (including without limitation, reasonable attorney’s fees) resulting by reason failure of Assignor to perform any of the obligations of the “Lessee” under the Ground Lease prior to the date of this Agreement.

V. Dispute Costs. In the event of any dispute between Assignor and Assignee (individually a “**Party**” or collectively the “**Parties**”) arising out of the obligations of the Parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the non-prevailing Party shall pay the prevailing Party's costs and expenses of such dispute, including without limitation reasonable attorneys' fees and costs. Any such attorneys' fees and other expenses incurred by either Party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

VI. Counterparts. This Assignment and any other document necessary for the consummation of the transaction contemplated by this Assignment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed

and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Assignment 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 Assignment had been delivered had been signed using a handwritten signature. County and Assignee (i) agree that an electronic signature, whether digital or encrypted, of a party to this Assignment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Assignment based on the foregoing forms of signature. If this Assignment has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and California Uniform Electronic Transactions Act (“UETA”)(Cal. Civ. Code § 1633.1, *et seq.*), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

**[END OF TEXT; SIGNATURES FOLLOW IMMEDIATELY ON NEXT PAGES]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_ 2024.

**“ASSIGNOR”:**

**MDR Marina, L.P.**  
**a California limited partnership**

By: MDR Marinas, LLC, a  
California limited liability company  
General Partner

By: Pacific Marina Development, Inc., a  
California corporation, Manager

By:   
Thomas J. Hogan, President

**CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

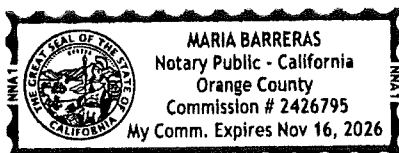
State of California )  
County of Orange )


On January 12, 2024, before me, Maria Barreras, Notary Public, personally appeared Thomas J. Hogan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[ S E A L ]



  
Notary Public, State of California  
Maria Barreras  
Printed Name of Notary

My Commission Expires: Nov. 16, 2026

**[SIGNATURE PAGE TO GROUND LEASE ASSIGNMENT AND ASSUMPTION]**

**“ASSIGNEE”:**

**MDR Marina, L.P.**  
**a California limited partnership**

By: MDR Marinas, LLC, a  
California limited liability company  
General Partner

By: Pacific Marina Development, Inc., a  
California corporation, Manager

By:   
Thomas J. Hogan, President

**CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )


On January 12, 2024, before me, Maria Barreras, Notary Public, personally appeared Thomas J. Hogan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[ S E A L ]



  
Notary Public, State of California

Maria Barreras  
Printed Name of Notary

My Commission Expires: Nov. 16, 2026

**[SIGNATURE PAGE TO GROUND LEASE ASSIGNMENT AND ASSUMPTION]**



**"ASSIGNEE":**

**Almar Marinas, LLC**  
**a California limited liability company**

By:   
Rand Short, Manager

**CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Inyo )

On January 15, 2024, before me, Crystal Marcellin, Notary Public, personally appeared Randy Short, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



  
Notary Public, State of California

Crystal Marcellin  
Printed Name of Notary

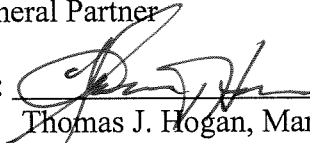
My Commission Expires: 04/06/2026

**[SIGNATURE PAGE TO GROUND LEASE ASSIGNMENT AND ASSUMPTION]**

**"ASSIGNEE":**

**Hogan Marina Investments, L.P.  
a California limited partnership**

BY: TJH Investments, LLC, a  
California limited liability company  
General Partner

By:   
Thomas J. Hogan, Manager

**CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

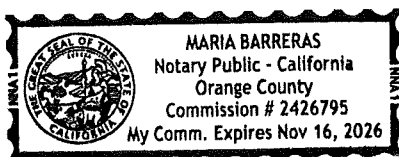
State of California )  
County of Orange )

On January 12, 2024, before me, Maria Barreras, Notary Public, personally appeared Thomas J. Hogan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Maria Barreras  
Notary Public, State of California  
Maria Barreras  
Printed Name of Notary

My Commission Expires: Nov. 16, 2026

**[SIGNATURE PAGE TO GROUND LEASE ASSIGNMENT AND ASSUMPTION]**

**“ASSIGNEE”:**

**JenBrad/Carlsbad, LLC**  
**a California limited liability company**

By: \_\_\_\_\_

Jeff Pence, Manager

**CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

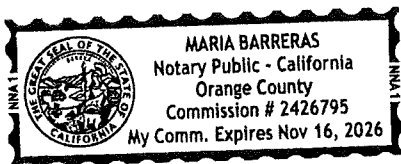
State of California )  
County of Orange )

On January 12, 2024, before me, Maria Barreras, Notary Public, personally appeared Jeff Pence, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[ S E A L ]



Maria Barreras  
Notary Public, State of California  
Maria Barreras  
Printed Name of Notary

My Commission Expires: Nov. 16, 2026

**[SIGNATURE PAGE TO GROUND LEASE ASSIGNMENT AND ASSUMPTION]**

### **ACKNOWLEDGEMENT AND CONSENT**

The undersigned is the duly authorized representative of the County of Los Angeles, lessor under the Ground Lease described in Exhibit A-1 attached hereto, and on behalf of the County hereby consents to the assignment of said Ground Lease by MDR Marina, L.P., a California limited partnership, as Assignor, and the assumption of the Ground Lease by MDR Marina, L.P., a California limited partnership, Almar Marinas, LLC, a California limited liability company, Hogan Marina Investments, L.P., a California limited partnership, and JenBrad/Carlsbad, LLC, a California limited liability company, collectively as Assignee, as contained in the attached Assignment. Notwithstanding such consent by the County of Los Angeles, any unperformed ongoing obligation of the lessee under the Ground Lease will constitute a default under such Ground Lease if not performed in accordance with the provisions of such Ground Lease and this Consent is expressly conditioned upon Assignee's assumption of all of Assignor's obligations under the Ground Lease, as contained in the attached Assignment.

**[Signature Page to Follow]**

**“GROUND LESSOR”**

**THE COUNTY OF LOS ANGELES:**

By: \_\_\_\_\_,

Chair, Board of Supervisors

[Continued on next page]

ATTEST:

CELIA ZAVALA,  
Executive Officer-Clerk of the  
Board of Supervisors

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

APPROVED AS TO FORM:

DAWYN HARRISON, County Counsel

By: \_\_\_\_\_

APPROVED AS TO FORM:

GLASER, WEIL, FINK, HOWARD, AVCHEN & SHAPIRO LLP

By: \_\_\_\_\_  
Roger H. Howard, Esq.

## EXHIBIT A-1

### Ground Lease

Amended and Restated Lease Agreement Parcel 43-Marina Del Rey (Post-Parcel 43 Option Exercise) - dated December 22, 2015, between the County of Los Angeles, lessor, and MDR Marina, L.P., lessee, with respect to the property described in Exhibit A-2.

## EXHIBIT A-2

### Legal Description

#### PARCEL A:

PARCELS 717 AND 719 OF L.A.C.A. MAP NO. 88, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGES 53 TO 70 INCLUSIVE OF LOS ANGELES COUNTY ASSESSOR'S MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. TOGETHER WITH THAT PORTION OF PARCEL 905, AS SHOWN ON SAID MAP, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 717; THENCE SOUTH, ALONG THE WESTERLY LINE OF SAID PARCEL 717, A DISTANCE OF 870.64 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 717; THENCE SOUTH 60°00'00" WEST 110 FEET; THENCE NORTH 10°00'27" WEST 802.35 FEET TO A POINT IN THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL 715, AS SHOWN ON SAID MAP, SAID POINT LYING 271 FEET SOUTHWESTERLY, MEASURED ALONG SAID PROLONGATION, FROM SAID NORTHWESTERLY CORNER OF PARCEL 717; THENCE NORTH 60°00'00" EAST 271 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THAT PORTION OF PARCEL 718, AS SHOWN ON SAID MAP, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 718; THENCE NORTH 60°00'00" EAST, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 718, A DISTANCE OF 578.76 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 718; THENCE SOUTH 54°19'21" WEST 167.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 60°00'00" WEST 41.00 FEET; THENCE SOUTH 30°00'00" EAST 34.00 FEET; THENCE NORTH 60°00'00" EAST 41.00 FEET; THENCE NORTH 30°00'00" WEST 34.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH THAT PORTION OF PARCEL 720, AS SHOWN ON SAID MAP, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 720; THENCE SOUTH 30°00'00" EAST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 720, A DISTANCE OF 150 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 720; THENCE SOUTH 73° 23' 09" WEST 137.91 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 60°00'00" WEST 104.00 FEET; THENCE NORTH 30°00'00" WEST 45.00 FEET; THENCE NORTH 60°00'00" EAST 104.00 FEET; THENCE SOUTH 30°00'00" EAST 45.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, AND OTHER HYDROCARBONS LYING AT OR BELOW A DEPTH OF 500 FEET FROM THE SURFACE, BUT WITHOUT ANY RIGHT OF ENTRY UPON THE SURFACE OR THE FIRST 500 FEET BELOW THE SURFACE, AS RESERVED TO THE DEFENDANTS IN A FINAL ORDER OF CONDEMNATION, HAD IN SUPERIOR COURT CASE NO. S.M.C. 5262, A CERTIFIED COPY OF WHICH WAS RECORDED ON AUGUST 21, 1959, IN BOOK D580, PAGE 230, OF SAID OFFICIAL RECORDS.



PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR TEMPORARY CONSTRUCTION EASEMENT, UTILITIES EASEMENT, CONSTRUCTION EASEMENT, SIGNAGE EASEMENT, PEDESTRIAN ACCESS, INGRESS AND EGRESS OVER, ACROSS, UPON, IN UNDER AND THROUGH THE HOTEL PROPERTY FOR PEDESTRIAN ACCESS AND INGRESS TO AND FROM THE MARINA PROPERTY AND PARKING AREAS FOR MOTOR VEHICLE PURPOSES AS FURTHER SET FORTH AND DESCRIBED IN THAT CERTAIN INSTRUMENT ENTITLED "RECIPROCAL EASEMENT AGREEMENT" RECORDED SEPTEMBER 03, 2013 AS INSTRUMENT NO. 20131284459 AND REVISED BY THAT CERTAIN FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT, RECORDED DECEMBER 30, 2014 AS INSTRUMENT NO. 20141422165 BOTH OF OFFICIAL RECORDS, SUBJECT TO THE TERMS THEREIN PROVIDED.

**GROUND LEASE ESTOPPEL**

**COUNTY OF LOS ANGELES, CALIFORNIA**

\_\_\_\_\_, 2024

SUNTEX MARINA INVESTORS LLC, its successors and assigns (“SMI” or “Purchaser”)  
Attn: Bryan C. Redmond  
17330 Preston Road, Suite 100C  
Dallas, Texas 75252

Re: Amended and Restated Lease Agreement Parcel 43 – Marina Del Rey (Post-Parcel 43 Option Exercise) dated December 22, 2015, (the “**Lease**”), between the COUNTY OF LOS ANGELES, a subdivision of the State of California (“**County/Lessor**”) and MDR MARINA, L.P., a California limited partnership, together with Almar Marinas, LLC, a California limited liability company, Hogan Marina Investments, L.P., a California limited partnership, and JenBrad/Carlsbad, LLC, a California limited liability company (collectively “**Lessee**”) for premises known as “Marina Del Rey Marina”, as more particularly described in the Lease (the “**Property**”);

Ladies and Gentlemen:

The undersigned County (as Lessor) understands and acknowledges that Lessee currently intends to assign its interest in the Lease to SMI and, in contemplation of such assignment, Purchaser is relying upon County’s certification herein.

County hereby certifies that:

1. **The Amended and Restated Lease Agreement Parcel 43-Marina Del Rey (Post-Parcel 43 Option Exercise)**. County is the owner of the fee simple estate in the Property and is the lessor (or landlord) under the Lease.

The Lease represents the entire agreement between County and Lessee with respect to the leasing and occupancy of the Property; except as set forth on **Exhibit A** attached hereto (the “**Exceptions List**”) if any, there are no other promises, agreements, understandings, or commitments of any kind, oral or written, between County and Lessee with respect thereto.

☒ Except as provided above, there are no amendments to the Lease; OR

☐ The Lease was additionally amended on \_\_\_\_\_ .

2. **Lease Status**. The Lease has not been cancelled, terminated, amended, modified, assigned, or extended (except as set forth above), and is in full force and effect and enforceable against Lessor in accordance with its terms.

As of the date hereof, except as set forth on the Exceptions List (if any): (i) all conditions and obligations under the Lease to be satisfied or performed by Lessee and County have been satisfied

or performed by the respective party; (ii) there are no uncured breaches or defaults on the part of County or Lessee, whether monetary or otherwise, under the Lease; (iii) to County's knowledge, no condition exists which, with the passage of time or giving notice or both, would constitute a default under the Lease; and (iv) County has not sent to nor received from Lessee any notice of default or breach under the Lease.

3. **Term; Extension Options.** The terms of the Lease expire at 11:59 p.m. on February 28, 2061, unless sooner terminated in accordance with the terms of the Lease.

☒ There are no remaining options to extend or renew the Lease term or the term of the Concession Agreement; OR

☐ Lessee has the option to extend or renew the Lease term for \_\_\_\_ (\_\_\_\_) additional period(s) of \_\_\_\_ (\_\_\_\_) years (each).

4. **Rent and Percentage Rent.** The fixed, Minimum Monthly Rent or basic rent payable under the Lease is \$67,468.75 per month and has been paid through January 31, 2024.

No fixed, minimum or basic rent ("**Base Rent**") has been paid in advance for any period after said date, except as follows: \_\_\_\_\_.

County Percentage rent ☐ is not / ☒ is payable under the Lease, and has been paid through December 31, 2023.

Lessee has paid all other charges due under the Lease.

No Base Rent under the Lease has been paid by Lessee more than one month in advance.

5. **Administrative Charge; Net Proceeds Share.** The County acknowledges receipt of a deposit in the sum of \$15,000 which shall be applied towards the Administrative Charge due pursuant to Section 4.7 of the Lease. The County further acknowledges receipt of Lessee's calculations of the Net Proceeds Share in connection with the change of ownership and, subject to the County's right to audit pursuant to the Lease, hereby approves such calculation and agrees to accept the sum of \$2,019,990 in full satisfaction of Lessee's obligations on account thereof pursuant to Section 4.6 of the Lease.

6. **Initial/Additional Security Deposit.** County ☒ is / ☐ is not holding an initial security deposit under the Lease in the amount of \$134,937.50 (an amount equal to the sum of 2 times the Monthly Minimum Rent). County ☐ is / ☐ is not holding an additional security deposit under the Lease in the amount of \$\_\_\_\_\_.

7. **Capital Improvement Fund.** The current deposit to the Capital Improvement Fund (as defined in Section 5.12 of the Lease) is an amount equal to the sum of one and one-half percent (1.5%) of total Gross Receipts for the previous month from the operation of the Improvements located thereon.

8. **Water Management Practices.** Any water management practices which Lessee is obligated or otherwise required to implement, if any, pursuant to the Ground Lease are set forth on **Schedule I** attached hereto

[Signature page follows]

**COUNTY/LESSOR:**

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Gary Jones, Director of Department of  
Beaches and Harbors

**APPROVED AS TO FORM:**

GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP

By: \_\_\_\_\_

Name: Roger Howard

Title: Partner

**EXHIBIT A**

**EXCEPTIONS LIST**

*[delete if none]*

**SCHEDULE I**

**WATER MANAGEMENT PRACTICES**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Bradley Arant Boult Cummings LLP  
Attn: Sarah Fandrey  
1445 Ross Avenue, Suite 3600  
Dallas, Texas 75202

MAIL TAX STATEMENTS TO:

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

Assessor's Identification Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_

THE UNDERSIGNED ASSIGNOR DECLARES:

Documentary transfer tax is \$ \_\_\_\_\_

- (X) Computed on full value of property conveyed, or  
( ) Computed on full value of property conveyed,  
less value of liens and encumbrances remaining at the time of sale

### **GROUND LEASE ASSIGNMENT, ASSUMPTION AND CONSENT**

I. Assignment. For valuable consideration, receipt of which is hereby acknowledged, MDR Marina, L.P., a California limited partnership, Almar Marinas, LLC, a California limited liability company, Hogan Marina Investments, L.P., a California limited partnership, and JenBrad/Carlsbad, LLC, a California limited liability company (collectively "**Assignor**"), hereby GRANTS, ASSIGNS, DELIVERS AND TRANSFERS TO Marina Del Rey SMI Almar, LLC a Delaware limited liability company ("**Assignee**"), the following:

A. All of Assignor's right, title and interest in, to and under the "**Ground Lease**" described on Exhibit A-1 between Assignor and County of Los Angeles ("**Ground Lessor**") which Ground Lease pertains to that certain land (collectively, the "**Land**") described on Exhibits A-2, attached hereto and incorporated herein by this reference.

B. All of Assignor's right, title and interest in and to the real property improvements located in or on the Land (the "**Improvements**," and collectively with the Land, "**Real Property**").

C. All of Assignor's interest in the rights, easements and appurtenances pertaining to the Land, including Assignor's interest (if any) in and to any adjacent streets, alleys or rights-of-way.



The foregoing grant, assignment, delivery and transfer shall be effective as of the date of recordation of this Ground Lease Assignment and Assumption (“**Assignment**”) in the Official Records of Los Angeles County, California (“**Effective Date**”):

II. Acceptance and Assumption. For valuable consideration, receipt of which is hereby acknowledged, Assignee hereby (a) accepts the foregoing grant, assignment, delivery and transfer; (b) assumes, for the benefit of Assignor and the Ground Lessor under the Ground Lease, all of the obligations and covenants of the lessee under the Ground Lease arising from and after the date hereof; and (c) agrees, for the benefit of both the Assignor and Ground Lessor, to keep, perform and be bound by all such obligations and covenants arising from and after the date hereof under the terms and conditions contained in the Ground Lease on the part of the lessee therein to be kept and performed, for all intent and purposes as though the undersigned Assignee was the original tenant thereunder. For valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee hereby agrees, for the benefit of both the Assignee and Ground Lessor, that they shall be jointly and severally liable to the County for payment of any and all deficiencies in payments owing to the County under the Ground Lease, and to keep, perform and be bound by all of the obligations, covenants, terms and conditions of the lessee under the Ground Lease as are applicable to and arising during the time period in which Assignor owned a leasehold interest in the Ground Leases before the effectiveness of the Assignment.

III. Future Assignments. The following transfers shall be permitted without the consent of Ground Lessor (a) the “going public” by Assignee or any direct or indirect owner of Assignee, including, but not limited to, the filing of a registration statement with the Securities and Exchange Commission and/or the creation of one or more classes of stock and the offering of shares of stock to the public for purchase as part of the Securities and Exchange Commission registration and going public; provided the consummation of the transfer would not result in a Change of Control and Assignee provides written notice in accordance with this paragraph and pays a one-time administrative fee of \$15,000.00 (the “**Transfer Fee**”) and (b) the conversion by Assignee to a Delaware series LLC structure or the entering into of intercompany arrangements necessary for REIT compliance purposes including taxable REIT subsidiary leases in accordance with Section 856 of the Internal Revenue Code. Notwithstanding the foregoing, Assignee shall provide at least sixty (60) days prior written notice to the County with respect to any such proposed transfer. It being acknowledged by the parties that a transfer of beneficial interests in connection with an initial public offering of an entity, so long as no individual or group (as such term is used for purposes of Sections 13(d)(3) or (g)(3) of the Securities Exchange Act of 1934, as amended) acquires 50% or greater of the outstanding beneficial interests of the entity in the initial public offering shall not be deemed a Change of Control or Change of Ownership, shall be an Excluded Transfer, and shall not require any additional payment to Ground Lessor, other than the Transfer Fee.

IV. Indemnification by Assignor. Assignor hereby agrees to indemnify and hold harmless Assignee from and against any and all lost, cost or expense (including without limitation, reasonable attorney’s fees) resulting by reason failure of Assignor to perform any of the obligations of the “Lessee” under the Ground Lease prior to the date of this Agreement.

V. Dispute Costs. In the event of any dispute between Assignor and Assignee (individually a “**Party**” or collectively the “**Parties**”) arising out of the obligations of the Parties

under this Assignment or concerning the meaning or interpretation of any provision contained herein, the non-prevailing Party shall pay the prevailing Party's costs and expenses of such dispute, including without limitation reasonable attorneys' fees and costs. Any such attorneys' fees and other expenses incurred by either Party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

VI. Financing Event; Re-Financing Event. Ground Lessor acknowledges that Assignee is a subsidiary of Suntex Marina Investors LLC, a Delaware limited liability company (“**Parent**”) and agrees that, for purposes of the Ground Lease, financing adding additional investors at the Parent level or drawing upon the Parent’s corporate line of credit shall not constitute a Financing Event or Re-Financing Event under the Ground Lease.

VII. Counterparts; Electronic Signatures. This Assignment and any other document necessary for the consummation of the transaction contemplated by this Assignment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Assignment 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 Assignment had been delivered had been signed using a handwritten signature. County and Assignee (i) agree that an electronic signature, whether digital or encrypted, of a party to this Assignment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Assignment based on the foregoing forms of signature. If this Assignment has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“**E-SIGN**”) and California Uniform Electronic Transactions Act (“**UETA**”)(Cal. Civ. Code § 1633.1, *et seq.*), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

**[END OF TEXT; SIGNATURES FOLLOW IMMEDIATELY ON NEXT PAGES]**

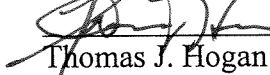
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_ 2024.

**“ASSIGNOR”:**

**MDR Marina, L.P.**  
**a California limited partnership**

By: MDR Marinas, LLC, a  
California limited liability company  
General Partner

By: Pacific Marina Development, Inc., a  
California corporation  
Manager

By:   
Thomas J. Hogan  
President

**CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

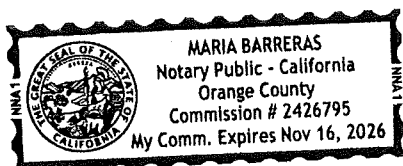
State of California )  
County of Orange )

On January 12, 2024, before me, Maria Barreras, Notary Public, personally appeared Thomas J. Hogan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[ SEAL ]



Maria Barreras  
Notary Public, State of California  
Maria Barreras  
Printed Name of Notary  
My Commission Expires: Nov. 16, 2026

**"ASSIGNOR":**

**Almar Marinas, LLC**  
**a California limited liability company**

By:   
RAND SHORT

**CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of INYO )

On January 15, 2024, before me, Crystal Marcellin, Notary Public, personally appeared Rand Short, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



  
Notary Public, State of California

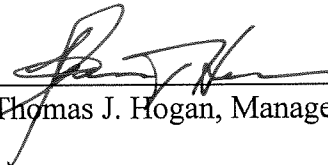
Crystal Marcellin  
Printed Name of Notary

My Commission Expires: 04/06/2026

**"ASSIGNOR":**

**Hogan Marina Investments, L.P.  
a California limited partnership**

BY: TJH Investments, LLC, a  
California limited liability company  
General Partner

By:   
Thomas J. Hogan, Manager

**CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

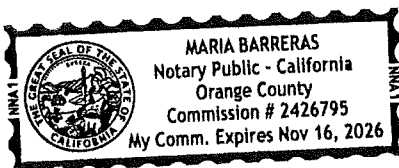
State of California )  
County of Orange )


On January 12, 2024, before me, Maria Barreras, Notary Public, personally appeared Thomas J. Hogan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[ SEAL ]



  
Notary Public, State of California

Maria Barreras  
Printed Name of Notary

My Commission Expires: Nov. 16, 2026

“ASSIGNOR”:

JenBrad/Carlsbad, LLC  
a California limited liability company

By: \_\_\_\_\_

JEFF PENCE

**CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

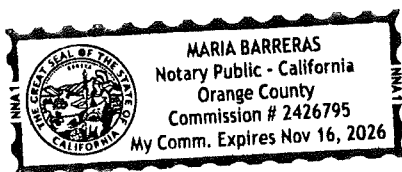
State of California )  
County of Orange )

On January 12, 2024, before me, Maria Barreras, Notary Public, personally appeared Jeff Pence, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Maria Barreras  
Notary Public, State of California


Maria Barreras  
Printed Name of Notary

My Commission Expires: Nov. 16, 2026

**"ASSIGNEE":**

**Marina Del Rey SMI Almar, LLC**  
**a Delaware limited liability company**

By:

  
\_\_\_\_\_  
Bryan Redmond  
Authorized Signatory

**CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas )  
County of Collin )

On Jan 16, 2024, before me, Heather Kelly, Notary Public, personally appeared Bryan Redmond who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

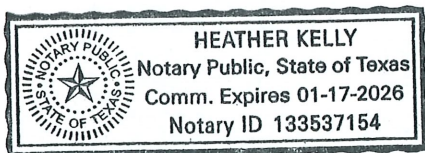
WITNESS my hand and official seal.

[ S E A L ]

Heather Kelly  
\_\_\_\_\_  
Notary Public, State of Texas

Heather Kelly  
\_\_\_\_\_  
Printed Name of Notary

My Commission Expires: 1-17-2026



## **ACKNOWLEDGEMENT AND CONSENT**

The undersigned is the duly authorized representative of the County of Los Angeles, lessor under the Ground Lease described in Exhibit A-1 attached hereto, and on behalf of the County hereby consents to the assignment of said Ground Lease by MDR Marina, L.P., a California limited partnership, Almar Marinas, LLC, a California limited liability company, Hogan Marina Investments, L.P., a California limited partnership, and JenBrad/Carlsbad, LLC, a California limited liability company, collectively as Assignor, and the assumption of the Ground Lease by Marina Del Rey SMI Almar, LLC, a Delaware limited liability company, as Assignee, as contained in the attached Assignment. Notwithstanding such consent by the County of Los Angeles, any unperformed ongoing obligation of the lessee under the Ground Lease will constitute a default under such Ground Lease if not performed in accordance with the provisions of such Ground Lease and this Consent is expressly conditioned upon Assignee's assumption of all of Assignor's obligations under the Ground Lease, as contained in the attached Assignment.

**[Signature Page to Follow]**



“GROUND LESSOR”

COUNTY OF LOS ANGELES

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

[Continued on next page]

ATTEST:

CELIA ZAVALA,  
Executive Officer-Clerk of the  
Board of Supervisors

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

APPROVED AS TO FORM:

DAWYN HARRISON, County Counsel

By: \_\_\_\_\_

APPROVED AS TO FORM:

GLASER, WEIL, FINK, HOWARD, AVCHEN & SHAPIRO LLP

By: \_\_\_\_\_  
Roger H. Howard, Esq.

## EXHIBIT A-1

### Ground Lease

Amended and Restated Lease Agreement Parcel 43-Marina Del Rey (Post-Parcel 43 Option Exercise) - dated December 22, 2015, between the County of Los Angeles, lessor, and MDR Marina, L.P., together with Almar Marinas, LLC, a California limited liability company, Hogan Marina Investments, L.P., a California limited partnership, and JenBrad/Carlsbad, LLC, a California limited liability company, collectively lessee, with respect to the property described in Exhibit A-2.

## EXHIBIT A-2

### Legal Description

#### PARCEL A:

PARCELS 717 AND 719 OF L.A.C.A. MAP NO. 88, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGES 53 TO 70 INCLUSIVE OF LOS ANGELES COUNTY ASSESSOR'S MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. TOGETHER WITH THAT PORTION OF PARCEL 905, AS SHOWN ON SAID MAP, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 717; THENCE SOUTH, ALONG THE WESTERLY LINE OF SAID PARCEL 717, A DISTANCE OF 870.64 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 717; THENCE SOUTH 60°00'00" WEST 110 FEET; THENCE NORTH 10°00'27" WEST 802.35 FEET TO A POINT IN THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL 715, AS SHOWN ON SAID MAP, SAID POINT LYING 271 FEET SOUTHWESTERLY, MEASURED ALONG SAID PROLONGATION, FROM SAID NORTHWESTERLY CORNER OF PARCEL 717; THENCE NORTH 60°00'00" EAST 271 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THAT PORTION OF PARCEL 718, AS SHOWN ON SAID MAP, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 718; THENCE NORTH 60°00'00" EAST, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 718, A DISTANCE OF 578.76 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 718; THENCE SOUTH 54°19'21" WEST 167.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 60°00'00" WEST 41.00 FEET; THENCE SOUTH 30°00'00" EAST 34.00 FEET; THENCE NORTH 60°00'00" EAST 41.00 FEET; THENCE NORTH 30°00'00" WEST 34.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH THAT PORTION OF PARCEL 720, AS SHOWN ON SAID MAP, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 720; THENCE SOUTH 30°00'00" EAST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 720, A DISTANCE OF 150 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 720; THENCE SOUTH 73° 23' 09" WEST 137.91 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 60°00'00" WEST 104.00 FEET; THENCE NORTH 30°00'00" WEST 45.00 FEET; THENCE NORTH 60°00'00" EAST 104.00 FEET; THENCE SOUTH 30°00'00" EAST 45.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, AND OTHER HYDROCARBONS LYING AT OR BELOW A DEPTH OF 500 FEET FROM THE SURFACE, BUT WITHOUT ANY RIGHT OF ENTRY UPON THE SURFACE OR THE FIRST 500 FEET BELOW THE SURFACE, AS RESERVED TO THE DEFENDANTS IN A FINAL ORDER OF CONDEMNATION, HAD IN SUPERIOR COURT CASE NO. S.M.C. 5262, A CERTIFIED COPY OF WHICH WAS RECORDED ON AUGUST 21, 1959, IN BOOK D580, PAGE 230, OF SAID OFFICIAL RECORDS.

#### PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR TEMPORARY CONSTRUCTION EASEMENT, UTILITIES EASEMENT, CONSTRUCTION EASEMENT, SIGNAGE EASEMENT, PEDESTRIAN ACCESS, INGRESS AND EGRESS OVER, ACROSS, UPON, IN UNDER AND THROUGH THE HOTEL PROPERTY FOR PEDESTRIAN ACCESS AND INGRESS TO AND FROM THE MARINA PROPERTY AND PARKING AREAS FOR MOTOR VEHICLE PURPOSES AS FURTHER SET FORTH AND DESCRIBED IN THAT CERTAIN INSTRUMENT ENTITLED "RECIPROCAL EASEMENT AGREEMENT" RECORDED SEPTEMBER 03, 2013 AS INSTRUMENT NO. 20131284459 AND REVISED BY THAT CERTAIN FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT, RECORDED DECEMBER 30, 2014 AS INSTRUMENT NO. 20141422165 BOTH OF OFFICIAL RECORDS, SUBJECT TO THE TERMS THEREIN PROVIDED.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024	
<b>BOARD MEETING DATE</b>	3/12/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Agricultural Commissioner/Weights and Measures (ACWM) and Fire Department (LACOFD)	
<b>SUBJECT</b>	2024 Brush Clearance/Weed Abatement Referees' Hearing Report – Annual abatement of hazardous vegetation is a critical component of the overall fire prevention infrastructure throughout most of Los Angeles County. The actions, which are requested herein of your Board, are part of the legal process that is required to carry out this critical public safety function. The abatement of hazardous vegetation is completed by a joint effort of the Department of Agricultural Commissioner/Weights and Measures (ACWM) and the Consolidated Fire Protection District of Los Angeles County (District).	
<b>PROGRAM</b>	Weed Abatement (Weed Hazard/Pest Management Bureau)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	This BOS Meeting of 3/12/24 is mandated and was administratively set before the Board in January 2024.	
<b>COST &amp; FUNDING</b>	Total cost: \$ No NCC	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation:  ACWM will recover its expenses for abatement costs, including clerical functions such as mailings, boundary determination, data entry, etc., through direct assessments on the property taxes of individual properties.	
<b>PURPOSE OF REQUEST</b>	We are requesting that the Board of Supervisors: 1. Accept the Referee Hearing Report.  2. Order ACWM and the District to enforce the removal of hazardous brush, dry grass, weeds, rubbish, illegal dumping, combustible growth or flammable vegetation, to include native and ornamental vegetation, from improved and unimproved properties in Los	

	<p>Angeles County as listed on the Resolution of the Board of Supervisors approved on January 9, 2024.</p>
<p><b>BACKGROUND</b> (include internal/external issues that may exist including any related motions)</p>	<p>Weed, brush and rubbish abatement is conducted pursuant to California Health and Safety Code (Code) Sections 13879 and 14875-14922. The initial step of the process was the adoption of a resolution by the Board on January 9, 2024, during which time weeds, brush and rubbish on designated properties were declared to be a public nuisance. Following the resolution, a legal notice was mailed to each affected property owner in the form prescribed by Section 14892 of the Code. The legal notice included the date and time of this hearing, and no further notice or newspaper publication is required.</p> <p>After the notices were mailed, public hearings were held before the Weed Abatement and Brush Clearance Referees on the following dates:</p> <ul style="list-style-type: none"> <li>• February 20, 2024, from 5:00 p.m. - 8:00 p.m., in the Agoura Hills City Hall – Council Chambers, 30001 Ladyface Ct., Agoura, CA.</li> <li>• February 21, 2024, from 9:30 a.m. – 12:00 p.m., in the ACWM’s Conference Room, 12300 Lower Azusa Road, Arcadia, CA.</li> <li>• February 22, 2024, from 9:30 a.m. – 12:00 p.m., in the ACWM’s Antelope Valley location at 335 East Avenue K-10, Lancaster, CA.</li> <li>• February 24, 2024, from 9:30 a.m. – 12:00 p.m., in Santa Clarita City Hall – Council Chambers at 23920 Valencia Blvd., Santa Clarita, CA.</li> <li>• February 28, 2024, from 5:00 p.m.- 8:00 p.m., in the Palos Verdes Art Center, located at 5504 Crestridge Road, Rancho Palos Verdes, CA.</li> </ul> <p>at which property owners were enabled to attend the public hearings where they were given individual consultation regarding program-related issues such as:</p> <ul style="list-style-type: none"> <li>• Why their properties have been included in the program</li> <li>• When their properties need to be cleared</li> <li>• What needs to be done on the property to remove the hazard or public nuisance</li> <li>• The inspection fee</li> <li>• Clearance costs</li> </ul> <p>Property owners who have objections to having their properties included in the program may appear before the Board during this hearing, as required by Section 14898 of the Code, after which the Board may allow or overrule any or all objections and order ACWM and the District to continue with abatement proceedings.</p>

	<p>ACWM and the District will keep an account of the cost of abatement, including enforcement and inspection fees, and will render a report containing all itemized costs of abatement charges (Report) to the Board showing the cost of abatement on each separate parcel of land. Pursuant to Section 14910 of the Code, the Board shall receive and consider the Report at a hearing on July 16, 2024, during which time the Board will hear any objections from property owners liable to be assessed for the cost of the abatement that was required.</p>
<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 type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email:</p> <p>KURT E. FLOREN  Agricultural Commissioner/  Director of Weights and Measures  (626) 575-5451  <a href="mailto:KFloren@acwm.lacounty.gov">KFloren@acwm.lacounty.gov</a></p>





**Kurt E. Floren**  
Agricultural Commissioner  
Director of Weights and Measures

## COUNTY OF LOS ANGELES

### *Department of Agricultural Commissioner/ Weights and Measures*

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



**Maximiliano E. Regis**  
Chief Deputy

March 12, 2024

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:

### **2024 BRUSH CLEARANCE/WEED ABATEMENT REFEREES' HEARING REPORT (ALL DISTRICTS) (3-VOTES)**

#### **SUBJECT**

Annual abatement of hazardous vegetation is a critical component of the overall fire prevention infrastructure throughout most of Los Angeles County. The actions, which are requested herein of your Board, are part of the legal process that is required to carry out this critical public safety function. The abatement of hazardous vegetation is completed by a joint effort of the Department of Agricultural Commissioner/Weights and Measures (ACWM) and the Consolidated Fire Protection District of Los Angeles County (District).

**IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND AS THE BOARD OF SUPERVISORS:**

1. Accept the Referee Hearing Report.
2. Order ACWM and the District to enforce the removal of hazardous brush, dry grass, weeds, rubbish, illegal dumping, combustible growth or flammable vegetation, to include native and ornamental vegetation, from improved and unimproved properties in Los Angeles County as listed on the Resolution of the Board of Supervisors approved on January 9, 2024.

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

Various properties, which are both improved and unimproved (vacant), were declared by prior Board resolution to contain or have the potential to contain public nuisances due to hazardous vegetation or rubbish. By accepting the Referee Hearing Report and holding

this hearing, ACWM and the District will be able to take the actions necessary to cause the public nuisances to be abated if not done so by the owners of the properties upon which the unsafe conditions exist. ACWM will continue to focus primarily on the unimproved (vacant) properties and the District will continue to work towards achieving fire safety on the improved properties.

### Implementation of Strategic Plan Goals

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

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

### **FISCAL IMPACT/FINANCING**

There is no net County cost.

ACWM will recover its expenses for abatement costs, including clerical functions such as mailings, boundary determination, data entry, etc., through direct assessments on the property taxes of individual properties.

The District will assess fines directly to private property owners of declared improved properties if they fail to comply with two official notices to abate hazards that constitute a public nuisance. Reimbursement of initial inspections and abatement costs for enforcement services beyond annual inspection, will be recovered through direct assessments to the tax roll of individual properties. The Board of Supervisors has approved an initial inspection fee of \$151.00 for all declared improved parcels. The County of Los Angeles Auditor-Controller has approved abatement enforcement costs of \$990.00 for improved parcels that require enforcement actions beyond a second inspection.

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

Weed, brush and rubbish abatement is conducted pursuant to California Health and Safety Code (Code) Sections 13879 and 14875-14922. The initial step of the process was the adoption of a resolution by the Board on January 9, 2024, during which time weeds, brush and rubbish on designated properties were declared to be a public nuisance. Following the resolution, a legal notice was mailed to each affected property owner in the form prescribed by Section 14892 of the Code. The legal notice included the date and time of this hearing, and no further notice or newspaper publication is required.

After the notices were mailed, public hearings were held before the Weed Abatement and Brush Clearance Referees on the following dates:

- February 20, 2024, from 5:00 p.m. - 8:00 p.m., in the Agoura Hills City Hall – Council Chambers, 30001 Ladyface Ct., Agoura, CA.
- February 21, 2024, from 9:30 a.m. – 12:00 p.m., in the ACWM's Conference Room, 12300 Lower Azusa Road, Arcadia, CA.
- February 22, 2024, from 9:30 a.m. – 12:00 p.m., in the ACWM's Antelope Valley location at 335 East Avenue K-10, Lancaster, CA.
- February 24, 2024, from 9:30 a.m. – 12:00 p.m., in Santa Clarita City Hall – Council Chambers at 23920 Valencia Blvd., Santa Clarita, CA.
- February 28, 2024, from 5:00 p.m.- 8:00 p.m., in the Palos Verdes Art Center, located at 5504 Crestridge Road, Rancho Palos Verdes, CA.

at which property owners were enabled to attend the public hearings where they were given individual consultation regarding program-related issues such as:

- Why their properties have been included in the program
- When their properties need to be cleared
- What needs to be done on the property to remove the hazard or public nuisance
- The inspection fee
- Clearance costs

Property owners who have objections to having their properties included in the program may appear before the Board during this hearing, as required by Section 14898 of the Code, after which the Board may allow or overrule any or all objections and order ACWM and the District to continue with abatement proceedings.

ACWM and the District will keep an account of the cost of abatement, including enforcement and inspection fees, and will render a report containing all itemized costs of abatement charges (Report) to the Board showing the cost of abatement on each separate parcel of land. Pursuant to Section 14910 of the Code, the Board shall receive and consider the Report at a hearing on July 16, 2024, during which time the Board will hear any objections from property owners liable to be assessed for the cost of the abatement that was required.

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

There will be no impact on current services.

Respectfully submitted,

KURT E. FLOREN  
Agricultural Commissioner  
Director of Weights and Measures

ANTHONY C. MARRONE  
Fire Chief

KEF/acm:AZ:jr

Enclosures

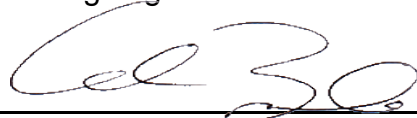
c: Chief Executive Officer  
Interim Executive Officer, Board of Supervisors  
County Counsel  
Auditor-Controller

STATE OF CALIFORNIA       )  
  )  
  ) SS  
  )  
COUNTY OF LOS ANGELES    )

ADRIAN ZAVALA, DEPUTY DIRECTOR/BUREAU CHIEF, AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES, being first duly sworn, affirms: On or before the 2nd day of February 2024, as required by the State of California Health and Safety Code Section 14896, I mailed, or caused to be mailed, to the owners of each of 26,688 properties as their names and addresses appear from the last equalized assessment roll, or as were known to the clerk, a notice or notices ("Annual Weed Abatement Notice") to destroy noxious or dangerous weeds or remove brush, rubbish and refuse, and setting the 20th, 21st, 22nd, 24th, and 28th days of February 2024, as the dates upon which owners of said properties could attend a meeting of the Weed Abatement Referee, when their objections would be heard and given due consideration. Attached is a true and correct copy of such Notice.

I have personal knowledge of the foregoing, and if called upon could competently testify thereto.

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



ADRIAN ZAVALA  
Deputy Director, Bureau Chief

WITNESSED BY:

This 6th day of February 2024



JENNY RIVAS  
Staff Assistant II  
Weed Hazard and Integrated Pest Management Bureau

**ENCLOSURE**

March 12, 2024

**2024 BRUSH CLEARANCE/WEED ABATEMENT REFEREES' HEARING REPORT  
(ALL DISTRICTS) (3-VOTES)**

This Board letter has large enclosures.

Click on the link below to access the complete file with attachments:

[02.28.24 Item 2B - ACWM - WA Referees Hearing.pdf](#)

([https://file.my.lacounty.gov/SDSIntra/countywide/snf/1156211\\_Item2B-ACWM-WAReferees Hearing.pdf](https://file.my.lacounty.gov/SDSIntra/countywide/snf/1156211_Item2B-ACWM-WAReferees_Hearing.pdf) )

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024		
<b>BOARD MEETING DATE</b>	3/19/2024		
<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>	Animal Care and Control		
<b>SUBJECT</b>	<b>REQUEST APPROVAL TO EXECUTE MASTER AGREEMENTS WITH CONTRACTORS TO PROVIDE AS-NEEDED ONSITE VETERINARIAN SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)</b>		
<b>PROGRAM</b>	Community Services		
<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>	Urgent (As soon as possible)		
<b>COST &amp; FUNDING</b>	Total Cost: 0.00		Funding source:
	TERMS (if applicable): n/a		
	Explanation: The total cost of all collective Master Agreements will not exceed \$150,000 annually. The Master Agreement does not guarantee any contractor any minimum amount of work and costs will only be incurred as services are requested through work orders. Payment for work will be on an hourly basis as established in the Master Agreement. There is sufficient appropriation in the Department's Fiscal Year 2024-25 Recommended Budget to fund the costs of these as-needed services.		
<b>PURPOSE OF REQUEST</b>	<p>The proposed action aims to secure part-time veterinarian services from independent contractors to cover essential functions when the Department requires additional staffing at its seven animal care centers.</p> <p>The Department has encountered significant difficulties in recruiting and hiring full-time veterinarians to provide these services. This challenge is primarily due to a severe shortage in the veterinary community. The nationwide shortage has resulted in County veterinarians transitioning to private clinics incentivized by more flexible schedules and often higher salaries. The contracted veterinarians are vital to ensure uninterrupted coverage at our care centers during regular hours, minimizing potential gaps in service provision, and during after-hour shifts.</p>		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	No anticipated internal or external issues are expected.		
<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: Bradley Kim, Admin. Services Mgr. II, (562) 379-9722, BKim@animalcare.lacounty.gov		



LOS ANGELES COUNTY

**ANIMAL CARE  
& CONTROL** | **redefining  
CARE**



Marcia Mayeda, Director

March 19, 2024

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

Dear Supervisors:

**REQUEST APPROVAL TO EXECUTE MASTER AGREEMENTS  
WITH CONTRACTORS TO PROVIDE AS-NEEDED ONSITE  
VETERINARIAN SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This action is to request approval to execute Master Agreements with multiple contractors to provide the Department of Animal Care and Control (Department) with As-Needed Onsite Veterinarian Services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and delegate authority to the Director of Animal Care and Control or designee to execute Master Agreements, substantially similar to the attached, as contractors become qualified through the Request for Statement of Qualifications (RFSQ) for As-Needed Onsite Veterinarian Services. These services may include high-volume, high-quality spay/neuter surgeries, overseeing perioperative care, diagnosing and treating medical conditions of animals, vaccinating and providing emergency treatment to animals, and other work as required. The Master Agreements are for an initial term of three years with two one-year option periods--with work assigned on an as-needed and intermittent basis--for a potential total term of up to five years. The annual aggregate cost for the

Agoura ACC  
29525 Agoura Road  
Agoura Hills, CA 91301  
(818) 991-0071

Baldwin Park ACC  
4275 N. Elton Street  
Baldwin Park, CA 91706  
(626) 962-3577

Carson/Gardena ACC  
216 W. Victoria Street  
Gardena, CA 90248  
(310) 523-9566

Castaic ACC  
31044 N. Charlie Canyon Rd.  
Castaic, CA 91384  
(661) 257-3191

Downey ACC  
11258 S. Garfield Ave.  
Downey, CA 90242  
(562) 940-6898

Lancaster ACC  
5210 W. Avenue I  
Lancaster, CA 93536  
(661) 940-4191

Palmdale ACC  
38550 Sierra Highway  
Palmdale, CA 93550  
(661) 575-2888

Administrative Office  
5898 Cherry Avenue  
Long Beach, CA 90805  
(800) 253-3555



Department is not to exceed \$150,000 up to a maximum amount over the potential total term of \$750,000.

2. Delegate authority to the Director of Animal Care and Control or designee to increase the total annual amount for these contracts, currently set at \$150,000 per year, by an additional 10 percent for each successive year.
3. Delegate authority to the Director of Animal Care and Control or designee to exercise the two one-year renewal options in the above contracts and to execute amendments to the terms and conditions necessary to meet the Department's needs.

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

The proposed action aims to secure part-time veterinarian services from independent contractors to cover essential functions when the Department requires additional staffing at its seven animal care centers.

Over the past year, the Department has encountered significant difficulties in recruiting and hiring full-time veterinarians to provide these services. This challenge is primarily due to a severe shortage in the veterinary community. The nationwide shortage of veterinarians has resulted in County veterinarians transitioning to private clinics incentivized by more flexible schedules and often higher salaries. The contracted veterinarians are vital to ensure uninterrupted coverage at our care centers during regular hours, minimizing potential gaps in service provision, and during after-hour shifts.

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

The recommended Master Agreement will further County Strategic Plan Goal 3, Strategy III.3, of Pursuing Operational Effectiveness, Fiscal Responsibility, and Accountability. Its primary focus is to guarantee timely and adequate veterinary care for all animals admitted to our care centers. Moreover, this initiative facilitates the allocation of crucial staffing resources necessary to sustain mandatory spay and neuter procedures for adopted animals as required by State law and to provide fundamental veterinary services for animals housed in our care centers.

### **FISCAL IMPACT/FINANCING**

The total cost of all collective Master Agreements will not exceed \$150,000 annually. The Master Agreement does not guarantee any contractor any minimum amount of work and costs will only be incurred as services are requested through work orders.

Payment for work will be on an hourly basis as established in the Master Agreement. There is sufficient appropriation in the Department's Fiscal Year 2024-25 Recommended Budget to fund the costs of these as-needed services.

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

The term of the recommended Master Agreement is three years, with two one-year option periods. Each Master Agreement will commence upon execution by the Director of the Department or their designee. The recommended contract is authorized by Los Angeles County Charter Section 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). This Master Agreement is exempt from Proposition A requirements due to the professional and specialized work of veterinarians and due to it being provided only on a part-time, intermittent basis.

Contractors will be contacted and informed of specific services required via work orders. The assigned work will be on a rotational basis by geographic area; however, the Department's Director or designee has the discretion to assign work to any of its contractors.

The execution of a Master Agreement does not guarantee a contractor any minimum amount of business. The County does not promise, warrant, or guarantee the use of any particular level of contractor service or any services at all during the term of the Master Agreement.

The Master Agreement also contains the County's standard provisions regarding contractor obligations and compliance with all Board of Supervisors, Chief Executive Office, and County Counsel requirements.

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

### **CONTRACTING PROCESS**

On May 31, 2023, the Department issued an RFSQ seeking qualified veterinarians to provide as needed, on-site veterinarian services. The opportunity has been advertised on the County's Doing Business with Us website where the full document is available for download. The RFSQ was also advertised on the Department's website and various employment websites.

Any work required will be assigned through the work order process, which will be based on the contractor's availability and rotational schedule.

The Honorable Board of Supervisors  
March 19, 2024  
Page 4

New contractors meeting the minimum qualifications of the RFSQ will be allowed to qualify for inclusion on the Master Agreement list throughout the term of the Master Agreement.

### **IMPACT ON CURRENT SERVICES**

Board approval of the recommended actions will ensure that as-needed veterinarian services provided at our seven animal care centers will continue uninterrupted. This Master Agreement will replace the current Master Agreement which expires on June 30, 2024.

### **CONCLUSION**

Upon Board approval, please return one adopted copy of this Board letter to the Department.

Respectfully submitted,

MARCIA MAYEDA  
Director

MM:DU:WD:BK:cg

S:/brdcorr/bls/2024bls/3.19.24As needed on-site Vet Services/bl As needed On-site Veterinarian Services

Enclosure

c: Chief Executive Office  
County Counsel  
Executive Office

# **APPENDIX A**

## **SAMPLE MASTER AGREEMENT**



### **MASTER AGREEMENT**

#### **BY AND BETWEEN**

#### **COUNTY OF LOS ANGELES**

#### **DEPARTMENT OF ANIMAL CARE AND CONTROL**

#### **AND**

#### **(CONTRACTOR)**

#### **FOR**

#### **AS NEEDED ON-SITE VETERINARIAN SERVICES**

## TABLE OF CONTENTS

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

**MODEL MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
8.8	Conflict of Interest .....	18
8.9	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List.....	18
8.10	Consideration of Hiring GAIN-GROW Participants .....	19
8.11	Contractor Responsibility and Debarment .....	19
8.12	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law .....	21
8.13	Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	22
8.14	County's Quality Assurance Plan .....	22
8.15	Damage to County Facilities, Buildings or Grounds.....	23
8.16	Employment Eligibility Verification .....	23
8.17	Counterparts and Electronic Signatures and Representations .....	23
8.18	Fair Labor Standards .....	24
8.19	Force Majeure.....	24
8.20	Governing Law, Jurisdiction, and Venue .....	25
8.21	Independent Contractor Status.....	25
8.22	Indemnification.....	25
8.23	General Provisions for all Insurance Coverage .....	26
8.24	Insurance Coverage .....	30
8.25	Intentionally Omitted.....	31
8.26	Most Favored Public Entity.....	31
8.27	Nondiscrimination and Affirmative Action .....	31
8.28	Non Exclusivity.....	33
8.29	Notice of Delays.....	33
8.30	Notice of Disputes .....	33
8.31	Notice to Employees Regarding the Federal Earned Income Credit .....	33
8.32	Notice to Employees Regarding the Safely Surrendered Baby Law.....	34
8.33	Notices.....	34
8.34	Prohibition Against Inducement or Persuasion .....	34
8.35	Public Records Act.....	34
8.36	Publicity .....	35
8.37	Record Retention and Inspection-Audit Settlement .....	35

**MODEL MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
8.38	Recycled Bond Paper .....	37
8.39	Subcontracting .....	37
8.40	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	38
8.41	Termination for Convenience .....	38
8.42	Termination for Default.....	39
8.43	Termination for Improper Consideration .....	40
8.44	Termination for Insolvency .....	41
8.45	Termination for Non-Adherence of County Lobbyist Ordinance .....	41
8.46	Termination for Non-Appropriation of Funds.....	42
8.47	Validity .....	42
8.48	Waiver .....	42
8.49	Warranty Against Contingent Fees.....	42
8.50	Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	43
8.51	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	43
8.52	Time off For Voting .....	43
8.53	Compliance with County's Zero Tolerance Policy on Human Trafficking....	43
8.54	Intentionally Omitted .....	44
8.55	Compliance with Fair Chance Employment Practices .....	44
8.56	Compliance with the County Policy of Equity.....	44
8.57	Prohibition from Participation in Future Solicitation(s).....	44
8.58	Injury and Illness Prevention Program (IIPP).....	45
8.59	COVID-19 Vaccinations of County Contractor Personnel.....	45
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS .....</b>	<b>47</b>
<b>9.1</b>	Intentionally Omitted .....	47
9.2	Contractor's Charitable Activities Compliance.....	47
9.3	Ownership of Materials, Software and Copyright.....	47
9.4	Patent, Copyright and Trade Secret Indemnification .....	48
9.5	Intentionally Omitted .....	49
9.6	Intentionally Omitted .....	49
9.7	Intentionally Omitted .....	49

**MODEL MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
9.8	Intentionally Omitted.....	49
<b>10</b>	<b>Survival.....</b>	<b>49</b>
SIGNATURES.....		51

**STANDARD EXHIBITS**

A	Statement of Work
B	Pricing Schedule
C	County's Administration
D	Contractor's Administration
E	Contractor's EEO Certification
F	Jury Service Ordinance
G	Safely Surrendered Baby Law
H	Sample Work Order Formats
I	Forms Required for Each Work Order Before Work Begins (COVID-19 Vaccination Certification of Compliance, Certifications, and Confidentiality Forms)

**UNIQUE EXHIBITS**

J	Intentionally Omitted
K	Intentionally Omitted
L	Intentionally Omitted
M	Charitable Contributions Certification
N	Intentionally Omitted



## **Appendix A**

**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES,  
DEPARTMENT OF ANIMAL CARE AND CONTROL  
AND  
\_\_\_\_\_  
FOR  
AS NEEDED ON-SITE VETERINARIAN SERVICES**

This Master Agreement and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, Department of Animal Care and Control hereinafter referred to as County, and \_\_\_\_\_, hereinafter referred to as Contractor, to provide As Needed On-Site Veterinarian Services.

### **RECITALS**

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

WHEREAS, the Contractor is a private business specializing in providing As Needed On-Site Veterinarian Services; and

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

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

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

## **1.0 APPLICABLE DOCUMENTS**

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

### **Standard Exhibits:**

Exhibit A	Statement of Work
Exhibit B	Pricing Schedule
Exhibit C	County's Administration
Exhibit D	Contractor's Administration
Exhibit E	Contractor's EEO Certification
Exhibit F	Jury Service Ordinance
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Sample Work Order Formats
Exhibit I	Forms Required For Each Work Order Before Work Begins (COVID-19 Vaccination Certification of Compliance, Certifications, and Confidentiality Forms)

### **Intellectual Property Developed/Designed by Contractor Forms**

Exhibit J	Intentionally Omitted
-----------	-----------------------

### **Health Insurance Portability and Accountability Act (HIPAA)**

Exhibit K	Intentionally Omitted
-----------	-----------------------

### **Work Orders Executed Under this Master Agreement**

Exhibit L	Intentionally Omitted
-----------	-----------------------

### **SB 1262 – Nonprofit Integrity Act of 2004**

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

### **Information Security and Privacy Requirements Exhibit**

## Exhibit N Intentionally Omitted

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

### 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Master Agreement Program Director (MAPD):** A person designated by the Director with authority to negotiate and recommend all changes on behalf of County.
- 2.4 County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.5 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Director:** Director of the Department of Animal Care and Control.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

- 2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Animal Care and Control Department.
- 2.12 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.15 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order must result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work will be performed by Contractors except in accordance with validly bid and executed Work Orders.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services, and other work as set forth herein.
- 3.2** Work Orders will generally conform to either Exhibit H1 or H2, depending on whether the particular Work Order is to be performed on a time and materials basis (see Exhibit H1) or on a fixed price per deliverable basis (see Exhibit H2) as determined by County. Each Work Order will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 3.3** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of

Contractor for which Contractor will have no claim whatsoever against County.

- 3.4 County procedures for issuing and executing Work Orders are as set forth in this Paragraph 3.4. Upon determination by County to issue a Work Order solicitation, County will issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor from that particular Work Order.
- 3.5 Upon completion of evaluations, County will execute the Work Order by and through the Department of Animal Care and Control staff identified in this Master Agreement on a rotational basis, based on the time and geographical availability of Contractor and the needs of the Department. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30<sup>th</sup>) with the exception of Work Orders for as-needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either rebid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.
- 3.6 County estimates that the selection of any Contractor will occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. The inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under Paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

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

- 4.1 This Master Agreement is effective upon the date of its execution by the Director of the Department of Animal Care and Control or his/her designee as authorized by the Board of Supervisors. This Master Agreement will expire on June 30, 2027 unless sooner extended or terminated, in whole or in part, as provided herein.

- 4.2 The County will have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods, for a maximum total Master Agreement term of five (5) years. Each such option and extension will be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

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

- 4.3 Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon the occurrence of this event, Contractor must send written notification to the Department of Animal Care and Control at the address herein provided in Exhibit C (County's Administration).

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

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

### **5.2 Written Approval for Reimbursement**

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

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

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this

Master Agreement. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of County's right to recover such payment from Contractor.

#### **5.4 Invoices and Payments**

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must separately invoice County for each Work Order either: (1) monthly, if performed on a Time and Materials basis (see Exhibit H1) or (2) by deliverable, if performed on a fixed price per deliverable basis (see Exhibit H2).

5.4.2 Payment for all work will be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).

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

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

5.4.5 Invoices under this Master Agreement must be submitted to the address below:

Department of Animal Care and Control

ATTN: Fiscal Department

5898 Cherry Ave

Long Beach, CA 90805

#### **5.4.6 Invoice Content**

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

##### **Time and Materials Work Order:**

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;

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

#### **Fixed Price Per Deliverable**

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

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

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

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

5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.5.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.



5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. In consultation with the contracting department(s), the A-C will decide whether to approve exemption requests.

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

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

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

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

### **6.2 County's Project Director**

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

### **6.3 County's Work Order Director**

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

6.3.1 The responsibilities of the Work Order Director include:

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

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

6.3.2 County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals, or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Paragraph 8.1.

#### **6.4 County's Project Manager**

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

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

#### **7.1 Contractor's Project Manager**

7.1.1 Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

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

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

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

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

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

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

Contractor's Project Manager. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

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

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

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

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not

provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

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

## **7.6 Confidentiality**

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other experts, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor must inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit I3 (Contractor Acknowledgement and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director of the Department of Animal Care and Control.
- 8.1.2 The Director of the Department of Animal Care and Control, or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director of the Department of Animal Care and Control.
- 8.1.3 **Addition of Skilled Categories/Technical Specializations**

An Amendment to the Master Agreement will be prepared and executed by the Contractor and by the Director of the Department of Animal Care and Control to add or delete Skilled Categories or Technical Specializations.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County with the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or

delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 Complaints**

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

- 8.4.1 Within ten (10) business days after the Master Agreement's effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of the said plan or with requested changes.

- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within three (3) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## **8.5 Compliance with Applicable Laws**

- 8.5.1 In the performance of this Master Agreement, Contractor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other experts, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including,

without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.6 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, contractor certifies to the County:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its workforce.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, including the establishment of goals or timetables.

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

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

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

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees



will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrates to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

## **8.8 Conflict of Interest**

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.8.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. The full written disclosure must include, but is not limited to, the identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

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

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

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

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.
- 8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

## **8.11 Contractor Responsibility and Debarment**

### **8.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

### **8.11.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.11.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master

Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its

discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

### 8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit C, in a prominent position at the contractor's place of business. The contractor will also encourage

its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

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

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

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

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

The County or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

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

- 8.15.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

### **8.16 Employment Eligibility Verification**

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

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

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

#### **8.18 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.19 Force Majeure**

8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other



sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

This Master Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

## **8.21 Independent Contractor Status**

8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

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

## **8.22 Indemnification**

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and

expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

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

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles  
Department of Animal Care and Control  
Contracts and Grants Division  
5898 Cherry Ave  
Long Beach, CA 90805  
Attn: Bradley Kim  
[bkim@animalcare.lacounty.gov](mailto:bkim@animalcare.lacounty.gov)

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

#### 8.23.2 Additional Insured Status and Scope of Coverage

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

acceptable providing it satisfies the Required Insurance provisions herein.

#### 8.23.3 Cancellation of or Changes in Insurance

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

#### 8.23.4 Failure to Maintain Insurance

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

#### 8.23.5 Insurer Financial Ratings

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

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

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

#### 8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against

County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 8.23.8 Subcontractor Insurance Coverage Requirements

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

#### 8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

#### 8.23.10 Claims Made Coverage

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

#### 8.23.11 Application of Excess Liability Coverage

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

#### 8.23.12 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services

Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 8.23.13 Alternative Risk Financing Programs

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

#### 8.23.14 County Review and Approval of Insurance Requirements

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

### 8.24 Insurance Coverage

8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.24.2 Before Contractor operates any motor vehicle while performing work under this Agreement, Contractor will provide proof of Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance will cover liability arising out of Contractor's use of autos under this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

If Contractor is only operating motor vehicles as part of their commute to and from a worksite before beginning work on this contract and after the conclusion of their performance of work under this contract, Contractor is only required to carry the level of automobile insurance required by California State law.

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide

leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

#### **8.25 Intentionally Omitted**

#### **8.26 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices will be immediately extended to the County.

#### **8.27 Nondiscrimination and Affirmative Action**

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 Contractor certifies to the County each of the following:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.

2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
  3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
  4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.27.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County



may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

#### **8.28 Non Exclusivity**

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

#### **8.29 Notice of Delays**

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

#### **8.30 Notice of Disputes**

The Contractor must bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of the Department of Animal Care and Control, or designee will resolve it.

#### **8.31 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws.

Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.32 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

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

### **8.33 Notices**

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

### **8.34 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.35 Public Records Act**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those

elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

### **8.36 Publicity**

- 8.36.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County will not unreasonably withhold written consent.

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

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

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its

authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash

payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

### **8.38 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

### **8.39 Subcontracting**

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

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

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

8.39.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

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

8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract

by the County, Contractor must forward a fully executed subcontract to the County for their files.

- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to:

County of Los Angeles  
Department of Animal Care and Control  
Contracts and Grants Division  
5898 Cherry Ave  
Long Beach, CA 90805  
Attn: Bradley Kim  
[bkim@animalcare.lacounty.gov](mailto:bkim@animalcare.lacounty.gov)

before any subcontractor employee may perform any work hereunder.

#### **8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

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

#### **8.41 Termination for Convenience**

- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective will be no less than ten (10) days after the notice is sent.

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

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

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

## **8.42 Termination for Default**

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

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar

goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

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

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

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

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either



directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

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

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

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

#### **8.45 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor,

must fully comply with the County's Lobbyist Ordinance, County Code Section 2.160.010. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

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

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 Validity**

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

#### **8.48 Waiver**

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

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

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

8.49.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or

otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

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

**8.52 Time off For Voting**

The Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

#### **8.54 Intentionally Omitted**

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

Contractor, and its subcontractors, must will comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

#### **8.57 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A

Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

#### **8.58 Injury and Illness Prevention Program**

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

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

1. At Contractor's sole cost, Contractor must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor

Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this paragraph. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

4. Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
  - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least

weekly, or more frequently as required by County or other applicable law, regulation or order.

- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this paragraph, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit E (COVID-19 Certification of Compliance) is a required part of any agreement with the County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally Omitted**

### **9.2 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit M (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

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

- 9.3.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right,

title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.

- 9.3.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor must maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 will survive the expiration or termination of this Master Agreement.

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

- 9.4.1 Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's



work under this Master Agreement. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.

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

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

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

**9.5 Intentionally Omitted**

**9.6 Intentionally Omitted**

**9.7 Intentionally Omitted**

**9.8 Intentionally Omitted**

**10. Survival**

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions shall survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

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

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.5.2

Paragraph 8.18 (Fair Labor Standards)

Paragraph 8.29 (Force Majeure)

Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.22 (Indemnification)

Paragraph 8.23 (General Provisions for all Insurance Coverage)

Paragraph 8.24 (Insurance Coverage)

Paragraph 8.25 (Liquidated Damages)

Paragraph 8.33 (Notices)

Paragraph 8.37 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.41 (Termination for Convenience)

Paragraph 8.42 (Termination for Default)

Paragraph 8.47 (Validity)

Paragraph 8.48 (Waiver)

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

Paragraph 9.3 (Ownership of Materials, Software and Copyright)

Paragraph 9.4 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

**AUTHORIZATION OF MASTER AGREEMENT FOR  
AS NEEDED ON-SITE VETERIANARIAN SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, the Department of Animal Care and Control or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF LOS ANGELES

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

Department of Animal Care and Control

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

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

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

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

APPROVED AS TO FORM:

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

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024				
<b>BOARD MEETING DATE</b>	3/19/2024				
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>				
<b>DEPARTMENT(S)</b>	Beaches and Harbors				
<b>SUBJECT</b>	Approval of Concessions Licenses for County-Owned and Operated Beaches				
<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 existing beach concessions licenses are due to expire on March 31, 2024. The new licenses will become effective on May 1, 2024.				
<b>COST &amp; FUNDING</b>	Total cost: N/A	Funding source: N/A			
	TERMS (if applicable):				
	Explanation:				
<b>PURPOSE OF REQUEST</b>	This action is to award ten four-year and eleven-month concession agreements/licenses to various licensees/vendors to operate concession services at various sites, facilities and properties on County-owned and operated beaches under the jurisdiction of the Department of Beaches and Harbors.				
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The existing beach concessions licenses at various County-owned and operated beaches, originally approved by the Board in February 2014, are set to expire on March 31, 2024. To ensure the ongoing provision of high-quality services, the County of Los Angeles issued an Invitation for Bids (IFB) solicitation, resulting in the selection of ten concessionaires/vendors. These new agreements are scheduled to begin on May 1, 2024, and are structured for a term of four-years and eleven months with the possibility of five one-year extensions. The list of the ten winning bids for the concession contracts is included in the Board Letter for review and approval.				
<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: Arnulfo Delgado, Real Property Agent, 424-527-7738, <a href="mailto:adelgado@bh.lacounty.gov">adelgado@bh.lacounty.gov</a>				



March 19, 2024

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 CONCESSIONS LICENSES  
COUNTY-OWNED AND OPERATED BEACHES  
(SECOND, THIRD, AND FOURTH DISTRICTS)  
(4 VOTES)**

**SUBJECT**

This action is to award ten four-year and eleven-month concession agreements/licenses to various licensees/vendors to operate concession services at various sites, facilities and properties on County-owned and operated beaches under the jurisdiction of the Department of Beaches and Harbors.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed concession licenses are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Approve and authorize the Director of Beaches and Harbors, or his designee, to award and execute ten licenses to various licensees/vendors to provide concession services for food and beverage concessions, and/or recreational activities at County-owned and operated beaches, for an initial term of four-years and eleven months, with five one-year renewal options, effective upon execution. Please refer to Exhibit A for the list of ten licensees, including location of services and type of concession services to be provided. The estimated combined total first year rent to the County of Los Angeles (County) for the ten licenses is approximately \$574,310.
3. Authorize the Director of the Department of Beaches and Harbors, or his designee, to exercise the five one-year renewal options of the license if, in his opinion, the licensees have effectively performed the services during the previous license term.
4. Delegate authority to the Director of Beaches and Harbors, or his designee (Director), to (a) conduct competitive solicitations and/or negotiate sole source contracts, as appropriate, and award and execute replacement license

Caring for Our Coast

♦ ♦ ♦  
**Gary Jones**  
Director

**Amy M. Caves**  
Chief Deputy Director

**Carol Baker**  
Deputy Director

**LaTayvius R. Alberty**  
Deputy Director

agreements during the four-year and eleven month term, or during the five one-year option periods, and in the event any licenses terminate early; (b) negotiate rent increases for additional services and activities not included within the initial authorized activities and which are subject to approval by Director; and (c) execute amendments and to take the necessary and appropriate actions to implement the proposed licenses.

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

The existing concession licenses currently provide bike and skate rentals, hang gliding activities/lessons, and sell food and beverages at various County-owned and operated beaches located at Zuma Beach, Will Rogers Beach, Venice Beach, Dockweiler Beach, Manhattan Beach, and Torrance Beach. The existing licenses commenced on May 1, 2014, and expire on March 31, 2024.

The ten concessions are listed in the table below:

Type	Authorized Activity	Concession Premises <i>(Each number denotes a License.)</i>
Concession Stand	Selling food and beverage from a concession building	1 . Dockweiler Beach (Bluff Lot) 2 . Manhattan Beach 3 . Torrance Beach 4 . Will Rogers Beach (Chautauqua) 5 . Will Rogers Beach (Temescal) 6 . Zuma Beach (Lot 2) 7 . Zuma Beach (Lot 5)
Bike & Skate Rentals	Rental of bicycles and skates; and rental of beach merchandise	8 . Dockweiler Beach (Kilgore-Lot 2) 9 . Venice Beach (comprising three locations: Rose Avenue, N. Venice Boulevard, Washington Boulevard)
Hang Gliding	Offering hang gliding equipment rental and lessons	10 . Dockweiler Beach (Bluff Lot)

Upon the expiration of the existing licenses, the County will have a one-month period to conduct building inspections, general maintenance, and repairs in advance of commencing the term of the new Licenses on May 1, 2024.

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

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

### **FISCAL IMPACT/FINANCING**

For Fiscal Year 2024-25 the combined total first year rent to the County is estimated to increase from \$517,679 to approximately \$574,310, an increase of about \$56,631.

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

The proposed licenses will become effective on May 1, 2024, with an initial term of four-years and eleven months, with five one-year options, subject to the annual Consumer Price Index (CPI) increases.

The attached (Exhibit C) sample license includes the County's standard provisions regarding contractor obligations and complies with all requirements set by the Board, Chief Executive Office, and County Counsel.

Licensees may request approval from the Director to provide additional amenities and services. Such requests must be formally submitted, and the sale and rental of approved extra items and amenities are subject to rent adjustments upon Director's approval.

Licensing of County-owned and controlled properties for concession purposes is authorized by California Government Codes Section 25536 and 25907.

County Counsel has reviewed and approved the license agreements as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed licenses are categorically exempt from the California Environmental Quality Act (CEQA). The licenses are within a class of projects that have been determined not to have a significant effect on the environment and which meet the criteria set forth in Section 15301 (Class 1) of the State CEQA Guidelines. This exemption is in line with Class 1, Sections (r) and (t) of the County's Environmental Document Reporting Procedures and Guidelines adopted by your Board. These sections apply specifically to existing facilities, indicating that the proposed licenses have a negligible impact on the environment.

### **CONTRACTING PROCESS**

The Department of Beaches and Harbors (DBH) issued an Invitation for Bids (IFB) on November 30, 2023, seeking qualified licensees to provide concession services at County-owned and operated beaches, including stands, bike and skate rentals, and hang-gliding services. Advertisements were published in the Gardena Valley News, Duarte Dispatch, Nuestra Comunidad Y Lynwood Journal, The Daily Breeze, Culver City News, Los Angeles Daily News, The Compton Bulletin, Chinese Daily News, Santa Monica Daily Press, California Crusaders News, Rafu Shimpo, La Opinión, and L.A. Times.

The IFB was published on the County Internet Vendor Registration System (WebVen) (Exhibit B), DBH's public facing website, and DBH's social media accounts. In addition, DBH staff distributed the IFB to a number of constituents who expressed interest in doing business with the County to our office over the past two – three years. In the final analysis and consideration of award, licensees were selected without regard to race, creed, gender or color.

In response to the IFB, DBH received and reviewed the following:

- 22 bids for seven concession stands;
- 3 bids for two bike and skate rental concession stands; and
- 1 bid for the hang-gliding concession.

All qualified bids were reviewed by DBH personnel and a selection report with a list of recommended bidders was submitted to the Director for approval (Exhibit A). Four bids qualified for the Local Small Business Enterprise Preference Program and received 15% increase in their bids; however, their original bid amounts were higher than the other bidders.

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

Approval of the proposed licenses will ensure that the beach-going public will continue to have convenient access to amenities, such as bike and skate rentals, food and beverages, and hang-gliding activities and lessons at County-owned and operated beaches.

### **CONCLUSION**

Please return one adopted copy of this letter to DBH, Asset Management Division. Should you have any questions, please contact Arnulfo Delgado at (424) 526-7738 or [ADelgado@bh.lacounty.gov](mailto:ADelgado@bh.lacounty.gov).

Respectfully submitted,

GARY JONES  
Director

GJ:SP:IBP:ad

Enclosures

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



## CONCESSION SERVICES AT COUNTY-OWNED AND OPERATED BEACHES

## BIDDERS SELECTED FOR AWARD OF CONCESSION LICENSE

Locations	Name of Bidder
<b>Concession Stand</b>	
Dockweiler Beach (Bluff Lot)	Oceans Enterprises, LLC
Manhattan Beach	Surf Food Stand
Torrance Beach	50/50 Juice Lounge, LLC
Will Rogers Beach (Temescal)	Upstage Catering
Will Rogers Beach (Chautauqua)	Pedal It
Zuma Beach (Lot 2)	Surf Food Stand
Zuma Beach (Lot 5)	Surf Food Stand
<b>Bike and Skate Rentals</b>	
Dockweiler Beach (Kilgore-Lot 2)	Lil Bill's Mobile Bike Services, LLC
Venice Beach (3 locations)	Sundance Rentals, Inc
<b>Hang Gliding Activities</b>	
Dockweiler Beach (Bluff Lot)	Windsports International, Inc.



[Home \(/LACoBids/\)](#) / 
 [Admin \(/LACoBids/Admin\)](#) / 
 [Open Solicitations \(/LACoBids/Admin/BidList\)](#) / 
 [Detail](#)

## + Solicitation Detail

<b>Solicitation Number:</b>	DBH-79		
<b>Title:</b>	CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES		
<b>Department:</b>	Beaches and Harbors		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	N/A
<b>Commodity:</b>	CONCESSIONS, CATERING, VENDING SERVICES: MOBILE AND STATIONA		
<b>Description:</b>	<p>INVITATION FOR BIDS FOR BEACH CONCESSION LICENSES (IFB)</p> <p>The Los Angeles County Department of Beaches and Harbors requests Invitation for Bids (IFB) for concession licenses to provide concession services at Los Angeles County owned and operated beaches as follows:</p> <ul style="list-style-type: none"> <li>• Mobile Food Preparation Units - providing food and beverage services from a vending vehicle</li> <li>• Concession Stand - providing food and beverage services from a beach concession building</li> <li>• Bike &amp; Skate, and Beach Merchandise Rentals - providing rentals of bicycles and skates, and beach merchandise</li> <li>• Hang Gliding - offering hang gliding equipment rental and lessons</li> </ul> <p>The Term of License commences May 1, 2024 and expires March 31, 2029, with five (5) one-year options.</p> <p>The deadline for submitting bids is 3:00 p.m. (PST), January 2, 2024.</p> <p>Please visit our website <a href="https://beaches.lacounty.gov/request-for-proposals/">https://beaches.lacounty.gov/request-for-proposals/</a>, and click the "Request for Proposals" link to download the IFB package.</p> <p>For additional information, please contact Arnulfo Delgado at (424) 526-7738, or E-mail <a href="mailto:adelgado@bh.lacounty.gov">adelgado@bh.lacounty.gov</a>.</p> <p>The County reserves the right to cancel or modify any and all terms and conditions of the IFB package, including minimum requirements, without further notice.</p>		

Less

<b>Open Day:</b>	11/29/2023	<b>Close Date:</b>	1/2/2024 3:00:00 PM
<b>Contact Name:</b>	Arnulfo Delgado	<b>Contact Phone:</b>	(424) 526-7738
<b>Contact Email:</b>	adelgado@bh.lacounty.gov		
<b>Last Changed On:</b>	11/29/2023 6:14:18 PM		

**Attachment File (1) :**

🔍 Click here to download attachment files.

File Name	Description	Type	Size	Last Update On	
IFB_Beach_Concession_Services.pdf	CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES	.pdf	7205568	11-29-2023	<a href="#">Download</a>

« « 1 » »

[Update \(/LACoBids/Admin/UpdateBid/U3NTI3Ng%3d%3dMTEyOTIzOD\)](/LACoBids/Admin/UpdateBid/U3NTI3Ng%3d%3dMTEyOTIzOD)



Powered by ISD | [Contact Us](#)

Concession Premises: \_\_\_\_\_

**CONCESSION LICENSE AGREEMENT**

**NO.** \_\_\_\_\_

by and between

“County”

The County of Los Angeles

and

“Licensee”

\_\_\_\_\_

**This License is for the following Authorized Activity:**

(Only the activity that is checked and initialed by County's personnel is valid.)

- ☐ Concession Stand
- ☐ Bicycles and Skates Rentals
- ☐ Hang Gliding

## APPENDIX A



**SAMPLE LICENSE**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

---

**(LICENSEE)**

**FOR**

**CONCESSION SERVICES AT COUNTY OWNED AND OPERATED  
BEACHES**

## TABLE OF CONTENTS

<b>SAMPLE LICENSE.....</b>	<b>3</b>
<b>RECITALS .....</b>	<b>3</b>
<b>1.0 APPLICABLE DOCUMENTS.....</b>	<b>3</b>
<b>2.0 DEFINITIONS .....</b>	<b>4</b>
<b>3.0 AUTHORIZED ACTIVITY/WORK.....</b>	<b>7</b>
<b>4.0 TERM OF LICENSE .....</b>	<b>8</b>
<b>5.0 SCOPE OF WORK .....</b>	<b>9</b>
<b>6.0 RENT .....</b>	<b>9</b>
<b>7.0 SALES PROCEEDS, COUNTY’S NON-RESPONSIBILITY FOR SALES LOSSES .....</b>	<b>11</b>
<b>8.0 SECURITY DEPOSIT .....</b>	<b>11</b>
<b>9.0 CONCESSION PREMISES .....</b>	<b>12</b>
9.1 OVERVIEW OF CONCESSION PREMISES AND OPERATIONS .....	12
9.2 CONSTRUCTION BY COUNTY AFFECTING PREMISES .....	13
9.3 DESTRUCTION OF CONCESSION PREMISES .....	14
9.4 LICENSES, PERMITS, REGISTRATION AND CERTIFICATES .....	14
9.5 RIGHT OF ENTRY .....	14
9.6 EXTERIOR STORAGE CONTAINERS .....	15
<b>10.0 EASEMENTS.....</b>	<b>15</b>
<b>11.0 MAINTENANCE / DEMAND FOR REIMBURSEMENT .....</b>	<b>16</b>
<b>12.0 LICENSEE’S OPERATING RESPONSIBILITIES.....</b>	<b>18</b>
12.1 HOURS/DAY OF WORK.....	18
12.2 WORK SCHEDULES.....	19
12.3 LICENSES, PERMITS, REGISTRATION AND CERTIFICATES .....	19
12.4 MATERIALS AND EQUIPMENT .....	19
12.5 NON-INTERFERENCE .....	19
12.6 PROGRAMMED EVENTS .....	19
12.7 SAFETY .....	20
12.8 SANITATION .....	20
12.9 SECURITY .....	21
12.10 SIGNS.....	22
12.11 TRADE FIXTURES AND EQUIPMENT .....	23
12.12 UTILITIES AND WASTE MANAGEMENT .....	23
12.13 CONCESSION PREMISES RULES .....	24
<b>13.0 INVENTORY AND MERCHANDISE, MENU, PRICING AND POSTING, PAYMENT, AMENDMENTS .....</b>	<b>26</b>
<b>14.0 QUALITY OF GOODS AND SERVICES – REMOVAL.....</b>	<b>30</b>
<b>15.0 ADMINISTRATION OF LICENSE – COUNTY.....</b>	<b>31</b>
15.1 COUNTY’S PROJECT MANAGER.....	31
<b>16.0 ADMINISTRATION OF LICENSE– LICENSEE .....</b>	<b>31</b>
16.1 LICENSEE’S/CONTRACTOR’S PROJECT MANAGER .....	31
<b>17.0 CONCESSIONAIRE’S STAFF AND EMPLOYMENT PRACTICES .....</b>	<b>32</b>
17.1 STAFFING RESOURCES – LEVEL/EXPERIENCE .....	32
17.2 TRAINING.....	33
17.3 LICENSEE’S TELEPHONE .....	33
17.4 APPROVAL OF LICENSEE’S STAFF .....	33
17.5 LICENSEE’S STAFF IDENTIFICATION .....	33
17.6 BACKGROUND AND SECURITY INVESTIGATIONS .....	33

17.7	CONFIDENTIALITY .....	34
18.0	STANDARD TERMS AND CONDITIONS.....	34
18.1	AMENDMENTS .....	34
18.2	ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITION .....	35
18.3	AUTHORIZATION WARRANTY.....	35
18.4	BUDGET REDUCTIONS .....	36
18.5	COMPLAINTS .....	36
18.6	COMPLIANCE WITH APPLICABLE LAWS .....	36
18.7	COMPLIANCE WITH CIVIL RIGHTS LAWS .....	37
18.8	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM .....	38
18.9	CONFLICT OF INTEREST .....	39
18.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST	39
18.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS .....	40
18.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	40
18.13	LICENSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW .....	42
18.14	LICENSEE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	42
18.15	COUNTY'S QUALITY ASSURANCE PLAN .....	42
18.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS.....	43
18.17	EMPLOYMENT ELIGIBILITY VERIFICATION .....	43
18.18	COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS .....	43
18.19	FAIR LABOR STANDARDS .....	44
18.20	FORCE MAJEURE.....	44
18.21	GOVERNING LAW, JURISDICTION, AND VENUE .....	44
18.22	INDEPENDENT CONTRACTOR STATUS .....	44
18.23	INDEMNIFICATION.....	45
18.24	GENERAL PROVISION FOR ALL INSURANCE COVERAGE.....	46
18.25	INSURANCE COVERAGE .....	49
18.26	LIQUIDATED DAMAGES .....	51
18.27	MOST FAVORED PUBLIC ENTITY.....	51
18.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION .....	51
18.29	NON-EXCLUSIVITY .....	53
18.30	NOTICE OF DELAYS.....	53
18.31	NOTICE OF DISPUTES .....	53
18.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	53
18.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	53
18.34	NOTICES .....	53
18.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	54
18.36	PUBLIC RECORDS ACT.....	54
18.37	PUBLICITY.....	54
18.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	55
18.39	ACCOUNTING RECORDS (RETENTION / INSPECTION).....	56
18.40	RECYCLED BOND PAPER.....	57
18.41	SUBCONTRACTING .....	57
18.42	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	58
18.43	TERMINATION FOR CONVENIENCE.....	58
18.44	TERMINATION FOR DEFAULT .....	59
18.45	TERMINATION FOR IMPROPER CONSIDERATION .....	60
18.46	TERMINATION FOR INSOLVENCY .....	60
18.47	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	61
18.48	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	61
18.49	VALIDITY .....	61
18.50	WAIVER .....	61
18.51	WARRANTY AGAINST CONTINGENT FEES.....	61
18.52	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	62
18.53	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	62
18.54	TIME OFF FOR VOTING .....	62
18.55	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING .....	62
18.56	INTEGRATED PEST MANAGEMENT (IPM) PROGRAM COMPLIANCE .....	63
18.57	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES .....	63
18.58	COMPLIANCE WITH THE COUNTY POLICY OF EQUITY .....	64
18.59	PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S) .....	64

18.60	INJURY AND ILLNESS PREVENTION PROGRAM.....	64
18.61	CANCELLATION .....	64
18.62	SEVERABILITY .....	65
18.63	SURRENDER.....	65
18.64	TAXES AND ASSESSMENTS .....	65
18.65	ENTIRE AGREEMENT .....	65
18.66	INTERPRETATION .....	65
18.67	ENFORCEMENT .....	65
18.68	EVENTS OF DEFAULT .....	66
19.0	UNIQUE TERMS AND CONDITIONS .....	66
19.1	ENVIRONMENTAL .....	66
19.2	HEALTH AND SAFETY .....	67
19.3	ADA ACCOMMODATIONS .....	67
19.4	ADVERTISING AND PROMOTIONAL PRODUCTS .....	67
19.5	REGISTRATION ON COUNTY WEBVEN.....	68
19.6	ARTIFICIAL TRANS FAT REDUCTION PROGRAM.....	69
19.7	EDIBLE FOOD DONATION .....	70
19.8	GREEN INITIATIVES .....	70
19.9	LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM.....	71
19.10	SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM.....	72
19.11	DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM.....	73
20.0	SURVIVAL .....	74
<b><u>STANDARD EXHIBITS (APPENDIX B)</u></b>		
Exhibit A – Department’s Beach Driving and Vehicle Operation Policy No. 2918		
Exhibit B – County’s Administration		
Exhibit C – Contractor’s Administration		
Exhibit D – Contract Discrepancy Report		
Exhibit E – IRS Notice 1015		
Exhibit F – Safely Surrendered Baby Law		
Exhibit G – Nutrition Standards for Prepared Foods, Snacks, and Beverages		
Exhibit H – County of Los Angeles Vending Machine Nutrition Policy		
Exhibit I – Form Required at the Time of Contract Execution		
Contractor Acknowledgement and Confidentiality Agreement		
Exhibit J – Concession Premises - Intentionally Left Blank until License is signed with selected Premise(s)		



## **SUMMARY LICENSE PROVISIONS**

The basic terms of this License are summarized as follows:

- (a) County: The County of Los Angeles
- (b) Licensee; Concessionaire:
- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- \_\_\_\_\_
- Phone: \_\_\_\_\_
- E-mail: \_\_\_\_\_
- (c) Authorized Activity  
(Paragraph 3.0):
- Concession Stand  
Bike & Skate, and Beach Merchandise Rentals  
Hang Gliding
- See Appendix C, for definitions.
- (d) Exclusive Zone  
(Concession Stands only)  
(Subparagraph 3.4):
- Two hundred (200) feet in all directions of the exterior of the concession building on the Premises for which the Exclusive Zone is defined in Subparagraph 3.4.
- (e) Rent (Paragraph 6.0):
- The annual rent for the first License Year, \$\_\_\_\_\_ (“Commencement Rent”) shall be payable monthly per schedule and shall be adjusted annually by the Consumer Price Index.
- (f) Term of License  
(Paragraph 4.0):
- Four (4) years and eleven (11) months, commencing May 1, 2024 (“Effective Date”) and terminating March 31, 2029 (“Expiration Date”) with five one-year options.
- (g) Concession Premises  
(Paragraph 9.0):
- See Appendix C.
- (h) Trade Fixtures:
- As appropriate for the Authorized Activity.

**SAMPLE LICENSE  
BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**FOR  
CONCESSION SERVICES**

This License ("License") and Exhibits are entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Licensee". The Concession is located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the County may license with private businesses for Concession Services in accordance with CALIFORNIA GOVERNMENT CODE SECTIONS 23004, 25536, and 31000 to grant concessions that are consistent with the government purposes served thereby; and

WHEREAS, County is the owner or operator of the Premises as shown in Appendix C, "Concession Premises and Authorized Activity" of this License; and

WHEREAS certain requirements, as specified in this License, must be met; and

WHEREAS, a License for the Authorized Activity from the Premises is consistent with the public purposes for which said Premises is used; and

WHEREAS, County is willing to exercise the grant of such a License in accordance with the terms and conditions prescribed herein; and

WHEREAS, the Licensee is a private firm specializing in providing Concession Services; and

WHEREAS, the Director of the Los Angeles County Department of Beaches and Harbors has the delegated authority for executing the License;

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A through J are attached to and form a part of this License. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base License and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the License and then to the Exhibits according to the following priority.

## Standard Exhibits

Exhibit A – Department's Beach Driving and Vehicle Operation Policy No. 2918  
Exhibit B – County's Administration  
Exhibit C – Contractor's Administration  
Exhibit D – Contract Discrepancy Report  
Exhibit E – IRS Notice 1015  
Exhibit F – Safely Surrendered Baby Law  
Exhibit G – Nutrition Standards for Prepared Foods, Snacks, and Beverages  
Exhibit H – County of Los Angeles Vending Machine Nutrition Policy  
Exhibit I – Form Required at the Time of Contract Execution  
Contractor Acknowledgement and Confidentiality Agreement  
Exhibit J – Concession Premises  
Intentionally Left Blank until License is signed with selected Premise(s)

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which are used.

**2.1 Authorized Activity:** The scope of concession services authorized under the License as described in this IFB.

**2.2 Approved Food Source:** the food source that is allowed under Chapter 4, Article 3 (commencing with Section 114021 of California Retail Food Code), or a producer, manufacturer, distributor, or food facility that is acceptable to the Enforcement Agency based on a determination of conformity of applicable laws, current public health principles/practices, and recognize industry standards that protect public health.

**2.3 Bidder; Proposer:** Any person or entity authorized to conduct business in California who submits a bid.

**2.4 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

**2.5 Concession; Concession Services:** The privilege of conducting commercial activities authorized under this License on the designated public property.

**2.6 Concession Premises; Premises:** The physical location as detailed in Appendix C (Concession Premises and Authorized Activity) where the Licensee is authorized to conduct Authorized Activity. The Premises include the area within the Exclusive Zone as defined in Subparagraph 3.4.

**2.7 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity that has entered into an agreement with the County to perform or execute the work covered by this License.

**2.8 County:** County of Los Angeles.

- 2.9 **County Counsel:** Legal counsel of the County of Los Angeles.
- 2.10 **County Contract Project Manager:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract.
- 2.11 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.12 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.13 **Department:** The County of Los Angeles Department of Beaches and Harbors which is entering into this License on behalf of the County of Los Angeles.
- 2.14 **Director:** The Director of the County of Los Angeles Department of Beaches and Harbors.
- 2.15 **Disposable Food Service Ware:** Any products intended for single or limited number of uses, used in the restaurant and food service industry for serving or transporting prepared, ready-to-consume food or beverages. Disposable food service ware includes, but is not limited to, plates, cups, bowls, trays, hinged or lidded containers, straws, stirrers, lid plugs, lids and utensils. This does not include disposable packaging for unprepared foods.
- 2.16 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.17 **Food:** All articles and substances used for food and drink, confectionery or condiment whether simple or compound, and all ingredients and components used in the preparation thereof, as defined in Section 11.02.250 of the County Code and California Health and Safety Code section 113781.
- 2.18 **Glider Port:** A designated area within County premises allocated for hang gliding activities, managed by the Licensee for business operations such as lessons, supervision, and equipment rental. Outside Licensee's operational hours, the Glider Port is accessible to County-authorized Personal Hang Gliders for recreational use, per the terms of the License Agreement.
- 2.19 **Health Department:** The Health Department of the County of Los Angeles.
- 2.20 **Health Officer:** The Health Officer of the County of Los Angeles or an authorized representative.
- 2.21 **Licensee; Concessionaire; Contractor:** The authorized vendor, under this License, providing concession services as defined in this agreement to visitors of County owned and operated beaches.
- 2.22 **License; Contract; Agreement:** An agreement executed between the County and Licensee, which includes all attachments, exhibits, and forms and may be amended from time to time. This agreement outlines the terms and conditions for the issuance and performance of the Concession.

2.23 **Licensee's/Contractor's Project Manager:** The individual designated by the Licensee to administer the License operations under this License.

2.24 **License Term:** A period of twelve consecutive calendar months commencing with the Effective Date, or anniversaries thereof. However, the fifth and last year (in case of option term) of the License Term will have a shortened duration of eleven (11) consecutive calendar months.

2.25 **Marine Degradable:** Products recognized as "marine degradable" under California state law, Public Resources Code Section 42357, or designed to biodegrade under the marine environmental conditions of aerobic marine waters or anaerobic marine sediments in less than 120 days. Products predominantly made with plastics, either petroleum or biologically based, shall not be considered marine degradable.

2.26 **Mobile Food-Preparation Units (MFPU):** Any vehicle upon which ready-to-eat food is prepared, cooked, wrapped, packaged, or portioned for service, sale or distribution. ([Title 8, Consumer Protection and Business Regulations, Chapter 8.04.310 Public Health Licenses](#)).

2.27 **Organic Waste:** includes, but is not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

2.28 **Parking Lot Operator:** The County's beach parking lot manager.

2.29 **Personal Hang Gliders:** Individuals who engage in hang gliding for personal recreational purposes and are not affiliated with or operating under the concession business outlined in this License. These individuals have expressed interest in using the Glider Port during times when the Licensee's concession business is closed.

2.30 **Portable Building:** A temporary self-supporting structure not exceeding 8 feet in height, 8 feet in width, and 40 feet in length, provided by Licensee during the course of business offering hang gliding recreation and lessons.

2.31 **Premises:** As shown in Appendix C.

2.32 **Sale of Combustible Material:** The License authorizes the sale of firewood by the Licensee at designated premises (Dockweiler Kilgore and Dockweiler Bluff Lot), contingent on strict adherence to all applicable environmental and safety regulations. Full compliance responsibility rests with the Licensee.

2.33 **State:** The State of California.

2.34 **Subcontract:** An agreement by the Licensee to employ a subcontractor to provide services to fulfill this License.

2.35 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Licensee in furtherance of Licensee's performance of this License, at any tier, under oral or written agreement.

**2.36 Trade Fixtures:** The Licensee shall be solely responsible for furnishing and maintaining all necessary appliances, furniture, fixtures, and equipment (hereinafter referred to as “Trade Fixtures”) requisite for conducting the Authorized Activity on the Premises and any other designated areas therein. Trade Fixtures encompass all apparatus, furniture, devices, and equipment indispensable for the Licensee’s operations. The County hereby disclaims any liability or responsibility pertaining to pre-existing or subsequent Trade Fixtures on the property.

### **3.0 AUTHORIZED ACTIVITY/WORK**

- 3.1 Pursuant to the provisions of this License, the Licensee must fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein.
- 3.2 In the event the Licensee provides any tasks, deliverables, goods, services, or other work, other than as specified in this License, the same will be deemed to be a gratuitous effort on the part of the Licensee, and the Licensee will have no claim whatsoever against the County.
- 3.3 The Licensee is hereby authorized to conduct the Authorized Activity, as indicated in the Summary License Provisions, from the Premises and for no other purpose without the expressed written consent of the Director. The Licensee shall provide and maintain all necessary Trade Fixtures on the Premises in conjunction with the Authorized Activity. The County will not be responsible for supplying or maintaining any Trade Fixtures.
- 3.4 Subparagraph 3.4 applies only to licenses for food and beverage sales, from a concession stand. The Director maintains exclusive authority over granting additional permits for the Authorized Activity within the Exclusive Zone, as defined in Section (d) of the Summary License Provisions. However, this License does not limit the Director’s prerogative to grant permits or allow other activities either within or beyond the Exclusive Zone. These activities may include, but are not limited to, installing food and beverage vending machines on the beach; issuing permits or concession agreements for the sale or rental of various beach merchandise such as (without limitation) sunblock, suntan lotion, towels and umbrellas; or granting permits for product and service promotion via sampling. If applicable, the Licensee must consistently maintain a ‘B’ letter grading rating or higher from the Los Angeles County Department of Health Services throughout the entire License duration. Failure to uphold a “B” rating or higher may result in License termination.
- 3.5 Subparagraph 3.5 applies only to the Licenses for Bike and Skate Rentals, the rental of beach merchandise, and Hang Gliding. The privilege granted under this License is exclusive; however, the Director reserves the right to grant permits or concession agreements for activities other than the Authorized Activity within the parking lot where the Premises are located.
  - 3.5.1. Personal Hang Gliding at the Glider Port: Individuals experienced in personal hang gliding (referred to as Personal Hang Gliders) may use the Glider Port for personal recreational hang-gliding during times the Licensee’s concession business is closed. The County and Licensee mutually agree to this use, under the conditions specified. Notwithstanding the exclusivity granted to the Licensee elsewhere in this License, the County retains the exclusive right to the Glider Port on days when the Licensee is closed, specifically to allow County-authorized Personal Hang Gliders access to the Glider Port.

- 3.6 The County does not assume responsibility for protecting the Licensee from illegal vendors in the vicinity of the Premises or Exclusive Zone.
- 3.7 The Licensee acknowledges and agrees that the Licensee's use of the Premises is by License and not by lease, conferring only permission to use the Premises for the Authorized Activity in accordance with the terms of this License without granting or reserving to the Licensee any right, title, interest, or estate in the Premises or the Exclusive Zone.
- 3.8 The Licensee further acknowledges and agrees that neither the expenditure of capital for the installation of equipment or the purchase of trade fixture or fixtures, nor the provision of labor on the Premises by the Licensee over the License term shall confer any right, title, interest, or estate in the Premises or the Exclusive Zone beyond the right to the use in accordance with the specific terms of the License.
- 3.9 In engaging in the Authorized Activity from the Premises, the Licensee is acting solely as an independent contractor, with the parties expressly understanding that this is the only relationship that has been or is intended to be established. This License does not constitute, and the parties do not intend to create a partnership, a joint venture, an employment or an agency. It is mutually understood and agreed that the construction of rights and obligations under the License is to be determined in accordance with the laws relating to owners and occupants of real property.
- 3.10 Authorization for Sale of Combustible Material (Firewood) at Designated Premises: Notwithstanding any provision to the contrary herein, this License expressly permits the Licensee to engage in the sale of combustible material, specifically firewood, solely at the premises designated as Dockweiler Kilgore and Dockweiler Bluff Lot. This permissive use is contingent upon strict adherence by the Licensee to all applicable federal, state, and local environmental and safety regulations governing the sale, distribution, and use of combustible materials. The Licensee shall bear full responsibility for ensuring compliance.

#### **4.0 TERM OF LICENSE**

- 4.1 The term of this License shall be four (4) years, eleven (11) months after execution by the County's Board of Supervisors, unless terminated or extended, in whole or in part, pursuant to the provisions herein.
- 4.2 Upon the expiration of the License, the Licensee shall vacate the Premises. However, in the event a holdover should occur beyond the License term, consented to by the County, either express or implied, such occupancy shall be treated as a month to month only, subject to the terms and conditions of this License, and shall not be a renewal hereof.
- 4.3 During any such holdover period, the rent shall be adjusted in accordance with the method stipulated in Section 6.7 of this License, utilizing the index as described in Section 6.8. This adjustment shall ensure the County's equitable compensation during the holdover period.
- 4.4 The Director has the authority to extend the initial four (4) year and eleven (11) month License Term an additional five (5) one-year periods ("One-Year Option"), for a maximum total License Term of nine (9) years and eleven (11) months.



4.5 Each One-Year Option shall be awarded at the sole discretion of the Director. The County shall monitor Licensee performance history and any such monitoring of performance may be used for a variety of purposes, including determining whether the County will award any One-Year Options.

4.6 If the Licensee wishes to extend the term of the License, then the Department must receive such a request, not later than six (6) months prior to the current expiration date of the License. Failure to submit an extension request in a timely manner may result in said request being denied.

## 5.0 **SCOPE OF WORK**

5.1 The Licensee shall provide concession services at County of Los Angeles owned and operated beaches. The Licensee shall provide concession services (Authorized Activity) as specified in this License, which include the following: Concession Stand, Bike & Skate along with Beach Merchandise Rentals, and Hang Gliding. The Licensee is responsible for paying annual rent over throughout the License Term. The Licensee will be expected to comply with county regulations and guidelines for these services as specified in Appendix C and in the attached Exhibits. The County shall provide Licensee the right to conduct the Authorized Activity within the Premises, as defined in this License.

5.2 The Licensee shall execute an efficient and successful concession services operation to achieve the following objectives:

5.2.1. Prepare and serve quality food to visitors at County owned and operated beaches at reasonable prices during the designated days and hours of operation;

5.2.2. Maintain consistently acceptable standards of health and cleanliness for the entire staff;

5.2.3. Maintain clean and sanitary concession facilities, particularly in areas used for food service preparation;

5.2.4. Utilize County-provided resources in a prudent and efficient manner;

5.2.5. Maintain safe and operational equipment utilized for concession services, including Concession Stand, Bike & Skate and Beach Merchandise Rentals, Hang Gliding; and

5.2.6. Comply with License provisions and submit all required records and reports in a timely manner.

## 6.0 **RENT**

6.1 The Licensee shall pay the County the annual rent throughout the License Term.

6.2 The annual rent for the first License Year of the License Term shall be the amount of Commencement Rent, as defined in the Summary License Provisions, Section (e).

6.3 Subparagraph 6.3 applies to licenses for selling food and beverage from a concession stand, rental of bicycles and skates, beach merchandise rentals; and offering hang gliding



equipment rental and lessons. The annual rent for each License Year shall be prorated and paid on the first day of each month in installments for each of the months of June, July, August and September at fifteen and six-tenths percent (15.6%) of the annual rent, and for each of the months of October through May at four and seven-tenths percent (4.7%) of the annual rent.

- 6.4 The Licensee acknowledges and agrees that the weighted proration of the rent under Subparagraphs 6.3 is a fair and equitable way for the rent to be paid in consideration of the seasonality (May through September) use of the beach by the public, and the substantial value that is attributed to the License during this period.

6.5 Accepted Methods of Payment

6.5.1. Payments may be made via Electronic Funds Transfer (EFT), direct deposit, check, or bank draft. For payments via EFT or direct deposit, the Licensee must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov>. All necessary banking and vendor information, along with any other information required by the Auditor-Controller (A-C), should be provided to process the payment and to comply with all accounting, record keeping, and tax reporting requirements.

6.5.2. The monthly payment shall be made by check or bank draft, payable to the Los Angeles County Department of Beaches and Harbors, and mailed to Department of Beaches and Harbors, **Attn: Financial Services Section, 4640 Admiralty Way, Suite 300, Marina del Rey, CA 92092**. The Licensee acknowledges that the County shall have no obligation to issue monthly rental statements, invoices or other demands for payment. The rental payments required herein shall be payable notwithstanding the fact that Licensee has received no such statement, invoice or demand. The Licensee acknowledges that failure to submit the monthly payment may result in additional late fees or penalties, as well as possible termination of the License.

- 6.6 If a monthly payment is not received on or before the due date, a late charge of ten percent (10%) of the payment will be applied and added to the unpaid amount. If the monthly payment is delinquent following written notice for payment, the Director may, at their sole discretion, terminate the License.

- 6.7 The annual rent for the License Year shall be adjusted annually as follows: The Commencement Rent shall be multiplied by a fraction, the numerator of which is the number for the Index published for the third month before the date of adjustment, and the denominator of which is the number for the Index published for the third month before the Effective Date. The County shall compute the new rent in accordance with the provisions herein and inform the Licensee in writing of such new rent. In no event shall the adjustment result in a decrease of annual rent.

- 6.8 The index ("Index") used for determining the annual rent adjustment shall be the United States Department of Labor, Bureau of Labor Statistics, "Consumer Price Index-All Urban Consumers", "Los Angeles-Long Beach-Anaheim, CA", area, "All Items" item, base period 1982-84=100, not seasonally adjusted.

- 6.9 If the Index discontinued or revised during the License Term, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.
- 6.10 In the event the License is terminated for any reason, the Licensee will not be eligible for any monetary reimbursement of rental payments received by the County. This includes any prorated amounts or deposits that may have been paid in advance.

## **7.0 SALES PROCEEDS, COUNTY'S NON-RESPONSIBILITY FOR SALES LOSSES**

The Licensee represents that it has made its own determinations for the profitability and viability of the Concession herein, including without limitation traffic counts of possible patrons and previous sales history, if any, and has not relied on any representations made by the County or its staff or representatives. The County assumes no liability for any sales losses whatsoever caused by the reduction of its staff or public clientele, damages to the Premises, relocation of patron traffic and access, boycotts, strikes, relocation of Premises, or any other reason whatsoever.

## **8.0 SECURITY DEPOSIT**

Before the commencement of the License Term, the Licensee shall pay to the County's Department of Beaches and Harbors an amount that shall be equal to thirty percent (30%) of the annual rent for the first License Year. Alternatively, the Licensee may deposit this amount in a bank, which deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. 1811 et seq.) or a savings and loan, whose deposits are insured under Title 4 of the National Housing Act (12 U.S.C. 1724 et seq.). This is provided that a certificate of deposit is delivered to the Director, granting the County the sole right to withdraw any or all of said amount during the License Term. Furthermore, upon the expiration of the current certificate of deposit, the Licensee shall to the Director, on or before its expiration, evidence satisfactory to the Director of a new certificate of deposit. The Licensee shall be entitled to any and all interest accruing from the certificate of deposit.

The Security Deposit shall serve as security for the faithful performance of all covenants, promises, and conditions assumed by Licensee herein. It may be applied in satisfaction or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments, liquidated damages, correction of maintenance deficiencies, loss of revenue due to abandonment, vacation, or discontinuance of concession operations; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of concession operations, completion of construction, and payment of mechanic's liens. Applying amounts on deposit in satisfaction or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License.

In the event any or all of the Security Deposit is applied in satisfaction or mitigation of damages, the Licensee shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.

The Security Deposit shall be returned to Licensee upon termination of this License, less any amounts that may be withheld there from by the County as heretofore provided.

## 9.0 CONCESSION PREMISES

### 9.1 Overview of Concession Premises and Operations

- 9.1.1. The Licensee acknowledges and agrees that the Authorized Activity may only be exercised from the Premises, as referenced on the Summary License Provisions, and shown on the appropriate page in Appendix C. The use of the Premises under this License shall be subject to all of the limitations set forth in this agreement.
- 9.1.2. The License does not confer any special parking privileges on the Licensee. At the sole discretion of the Director, up to two (2) parking passes will be issued for each Concession Premises adjacent to a County owned and controlled parking lot for vehicular parking while engaged in the Authorized Activity. The Licensee is responsible for ensuring proper use and management of the issued parking passes, including maintaining accurate records of the individuals to whom these passes are allocated. Upon termination of employment or change in the status of any individual allocated a parking pass, the Licensee must ensure the immediate return of the parking pass to the County and report any changes in pass allocation in a timely manner. Any misuse or unauthorized distribution must be reported immediately to the County. Failure to manage and account for the parking passes as required may result in disciplinary actions, including but not limited to the revocation of parking privileges and may be considered a breach of the License terms.
- 9.1.3. The Premises may only be used only for the purpose of engaging in the Authorized Activity, and for no other purpose. The sale or rental of any other goods, wares, or merchandise will require the express written consent of the Director. The Director shall act reasonably on such requests, considering whether it is in the best interest of the County, the safety of the items, whether they are customarily offered for sale or rent in connection with the Authorized Activity, and whether the sale or rental of such items is not prohibited by applicable federal, state and local statutes, laws and regulations. The Director's consent may be conditioned upon the payment of additional rent or other considerations.
- 9.1.4. The Licensee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition affects the conduct of the Authorized Activity. The Licensee accepts the Premises and Exclusive Zone, if applicable, in their present physical condition, and the Licensee agrees to make no demands upon the County for any improvement to or alteration of the Premises, Trade Fixtures, or Exclusive Zone. The Licensee is solely responsible for any trade fixtures, improvements, or alterations needed for the conduct of the Authorized Activity.
- 9.1.5. The Licensee acknowledges the title of the County, and/or any other public agencies having jurisdiction, ownership and/or control of the Premises, the Exclusive Zone, and the beach, and the County's ownership of any trade fixtures provided by the County, over the License Term, and promises never to assail, contest, or resist said title and/or control, nor to assist any other person or entity in engaging in such activity.

- 9.1.6. The Licensee shall make no alterations to the Premises or construct any improvements on the Premises except as specifically provided for in the License.
- 9.1.7. In the event the County is unable to provide use of the Premises to the Licensee upon the Effective Date of the License Term, the License shall not be void or voidable due to such failure, nor shall the County be liable to the Licensee for any loss or damage resulting from such an event. However, the Licensee shall be excused from any payments to be made to the County, until such time as the County provides use of the Premises to the Licensee.
- 9.1.8. Subparagraph 9.1.8 is only applicable to Licenses offering hang gliding equipment rental and lessons. The Licensee may install a temporary Portable Building on the Premises during the course of conducting the Authorized Activity. However, the Portable Building must be installed at the Licensee's sole expense and only after Licensee's procurement of all the necessary approvals for the installation and compliance with all the applicable federal, state and local statutes, laws and regulations. Furthermore, the Licensee must have all customers read and sign a waiver of liability, assumption of risk, and indemnity agreement before offering equipment rental or lessons. This agreement must be submitted and approved by the Director. See Appendix D – Form 14, "Waiver of Liability, Assumption of Risk, and Indemnity Agreement", for an example of said agreement.

## 9.2 Construction By County Affecting Premises

- 9.2.1. If the County constructs a new facility for the Concession or causes such construction, this License shall continue in full force and effect. However, the Licensee may receive an abatement of payment to the extent that the County determines the construction activity interferes with the Concession. To be considered for rent abatements, construction activity must significantly interfere with the continuous operation of the Premises and must prevent the Licensee from conducting the Authorized Activity. Abatements will not be granted for construction activity that does not cause substantial interference with the continuous operation of the Concession Premises. This includes but is not limited to: maintenance or repair of the Premises not resulting in a closure of concession business exceeding fourteen (14) days, infrastructure or utility maintenance (including repair and/or replacement), and the construction of facilities or premises adjacent to and/or near Concession Premises. Claims for abatement of rent must be in writing, accompanied by supporting documentation or evidence. All claims must be filed with the Department within ninety (90) days of the commencement of the construction.
- 9.2.2. The Licensee agrees to cooperate with the County if the construction affects the Concession Premises by vacating and removing all items of inventory, trade fixtures, portable buildings, equipment, and furnishings for such periods as required by the construction of the new facilities. The Licensee further agrees to cooperate in the determination of the rent abatement or other relief providing all requested information regarding the Concession and allowing examination and audit of all accounting records kept in connection with the Authorized Activity.
- 9.2.3. The Licensee agrees to accept as the sole remedy provided under this Paragraph 9.2 and waives any or all other rights and remedies for relief or compensation that

may be available at the time of claim or provided under the laws of this state, should the County's construction on the Concession Premises substantially interfere with Licensee's use of the Concession Premises or operation of business.

### 9.3 Destruction of Concession Premises

- 9.3.1. Should the Concession Premises be wholly or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder, or other casualties, the County shall have the discretion to either restore the Premises or terminate this License.
- 9.3.2. If the County chooses to restore the Premises, this License shall remain in full force and effect. However, the payments to be made by the Licensee shall be abated or other relief afforded to the extent that the County determines the amount of damage caused by such restoration.
- 9.3.3. The Licensee agrees to cooperate with the County in the restoration of the Concession Premises by vacating all items of inventory, trade fixture, portable buildings, equipment, and furnishings for such periods as required for the restoration. The Licensee further agrees to cooperate in the determination of rent abatement and/or other relief by providing all information requested by the County and allowing of all accounting records kept in connection with the Authorized Activity.
- 9.3.4. The Licensee agrees to accept as the sole remedy provided under Subparagraph 9.3 and waives any or all other rights and remedies for relief or compensation that may be available at the time of claim or provided hereafter under the laws of this state in the event of partial or total destruction of the Concession Premises.

### 9.4 Licenses, Permits, Registration and Certificates

- 9.4.1. The Licensee shall obtain and maintain all licenses, permits, registrations, and certificates required by law and applicable to the performance of this agreement during the term of the License. Failure to obtain or maintain the required licenses, permits, registrations, and certificates may result in penalties as outlined in this agreement, including but not limited to termination of this License.
- 9.4.2. Furthermore, the Licensee will ensure all of its officers, employees, and agents who perform services hereunder obtain and maintain all required licenses, permits, registrations, and certificates applicable to their performance of services hereunder. The Licensee shall furnish copies of all such licenses, permits, registrations, and certificates to the Director upon request. The Licensee is also required to notify the Director immediately upon the loss, expiration, or revocation of any such license, permit, registration, or certificate.

### 9.5 Right of Entry

- 9.5.1. Any officer or employee of the County may enter upon the Concession Premises at any time without prior notice to perform necessary inspections, maintenance, or repairs, or ensure the Licensee is complying with the terms and conditions of this

agreement or for any other purpose incidental to the County's rights. The County shall make reasonable efforts to minimize disruptions to the Licensee's operations during such entries.

- 9.5.2. If the Concession operations are abandoned, vacated, or discontinued for more than 15 days when the business is required to open under the License, the Licensee irrevocably appoints the County as an agent for continuing operation of the Concession. This appointment allows the County's officers and employees to: (1) take possession of the Concession Premises, including all improvements, equipment, and inventory; (2) remove any and all persons or property on the Premises and place any such property in storage at the expense of Licensee; (3) sublease or license the Premises; and (4) after payment of all expenses of such subleasing or licensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Licensee's breach of this License.
- 9.5.3. Entry by the officers and employees of the County upon the Concession Premises for the purpose of exercising the authority conferred herein shall be without prejudice to the County's exercise of any other remedies provided under this License or other applicable laws and regulations. The Licensee acknowledges that such entry does not constitute an eviction or a breach of this License and will not relieve the Licensee of any obligations under this License.

## 9.6 Exterior Storage Containers

- 9.6.1. Permit Requirement: The Licensee must not place any exterior storage containers, regardless of size, alongside or near the Concession building without first obtaining a right-of-entry permit from the County.
- 9.6.2. Approval Process: Requests to place storage containers must include detailed information about their size, location, and intended use. This information must be submitted to and approved in writing by the County before any container is placed.
- 9.6.3. Coastal Approval: For containers located on the beach or in coastal areas, the Licensee must obtain necessary approvals from the California Coastal Commission or other relevant authorities.
- 9.6.4. Compliance and Penalties: Failure to adhere to these requirements may result in penalties, including but not limited to the forced removal of the containers at the Licensee's expense and potential termination of the License.

## 10.0 EASEMENTS

The County reserves the right to establish, grant or utilize easements or right-of-way over, under, along, or across the Premises for utilities and/or public access. The County shall exercise these rights in a manner that will minimize the interference with the operations of the Licensee. Should the establishment of such easements permanently deprive Licensee of the use of a portion of the Premises, an abatement of payments shall be provided in accordance with the terms of Sections 9.2 and 9.3 of this License.



## **11.0 MAINTENANCE / DEMAND FOR REIMBURSEMENT**

### **11.1 County's Responsibilities**

- 11.1.1. Scope: The County shall keep in good order, condition, and repair the foundations, exterior walls, structural condition of interior bearing walls, and roof servicing the Premises.
- 11.1.2. Exclusions: The County shall not be obligated to pressure wash, paint the exterior or interior surface of exterior walls, nor maintain, repair, or replace windows, doors, security shutters, and door frames of the Premises.

### **11.2 Licensee's Responsibilities**

- 11.2.1. General Maintenance: At its own cost and expense, the Licensee shall maintain the interior of the Premises, all trade fixtures furnished by the Licensee, as well as any equipment, facilities, or installations used for the operation of the concession stand. This includes, but is not limited to, plumbing, HVAC, electrical systems, light fixtures, windows, doors, flooring, and ceilings.
- 11.2.2. Special Equipment: The Licensee shall be responsible for the regular maintenance and servicing of any specialized equipment, such as grease traps and refrigeration units, used in the operation of the concession stand.
- 11.2.3. Emergency and Unsafe Conditions: The Licensee shall promptly notify the County of any unsafe conditions and shall take immediate remedial action, including making any necessary repairs.
- 11.2.4. Timeliness: All maintenance and repair activities by the Licensee must commence within thirty (30) days of identifying the need and must be diligently pursued to completion. Emergency repairs must be commenced immediately upon identification of the issue.
- 11.2.5. Mechanical Systems: The Licensee is responsible for the maintenance of all mechanical systems within the Premises, including HVAC systems. However, the County reserves the right to replace HVAC systems if it deems such replacement financially prudent.

### **11.3 Service Contracts**

- 11.3.1. Licensee Obligations: Licensee shall, at its own expense, procure and maintain service contracts, with copies to the County, for the maintenance of specialized equipment, and for any other services as may be required by County codes or regulations.

### **11.4 Remedies and Reimbursement**

- 11.4.1. County's Right to Cure: Should the Licensee fail to meet its maintenance and repair obligations, the County reserves the right to perform the necessary work.

- 11.4.2. Costs and Notices: If the County elects to cure any default, the Licensee shall reimburse the County for actual costs, including labor, materials, and equipment, upon receipt of prior written notice detailing the nature, scope, and estimated costs of the work.
- 11.4.3. Any reimbursement required from the Licensee shall be considered as rent, as defined under Section 6 of this License. Reimbursement will first be applied against the Licensee's Security Deposit and thereafter as additional rent due and payable.
- 11.5 Compliance and Laws
  - 11.5.1. All maintenance and repairs must be conducted in accordance with applicable laws, regulations, and codes.
- 11.6 Access for Repairs
  - 11.6.1. The County shall provide reasonable notice to the Licensee for any entry into the Premises for the purpose of making necessary inspections or repairs.
- 11.7 Quality of Repairs
  - 11.7.1. All repairs and maintenance performed by the Licensee shall meet or exceed industry standards.
- 11.8 Notification Procedures
  - 11.8.1. The Licensee shall notify the County's Project Manager through email and follow up with a phone call within two weeks for non-emergency repairs. Emergency notifications should be made immediately via phone call to the Operational Services Division and County's Project Manager.
- 11.9 Environmental Hazards
  - 11.9.1. The Licensee shall adhere to environmental regulations and handle any waste or hazardous materials in a manner that complies with local, state, and federal laws.
  - 11.9.2. Grease and Oil Disposal: The Licensee must ensure the proper disposal of grease and used cooking oil in accordance with environmental health regulations. Adequate measures must be taken to prevent spills and leaks that could lead to ground or water contamination. Disposal records should be maintained and made available for inspection by the County upon request.
- 11.10 Termination
  - 11.10.1. Failure to meet maintenance responsibilities as outlined in this Section may result in termination as described in this License.



## 11.11 County's Right to Approve Repairs

- 11.11.1. Prior Approval: Before undertaking any significant maintenance, repairs, or alterations that impact the structural integrity of the Premises, the utility systems, or any installations that are permanently attached to the Premises, the Licensee must obtain prior written approval from the County.
- 11.11.2. Submission of Plans: For any repairs or maintenance requiring County approval, the Licensee shall submit detailed plans, including scope, materials to be used, estimated costs, and timeline, to the County's Project Manager for review and approval.
- 11.11.3. Review Time: The County shall review the plans within a reasonable time, not exceeding thirty (30) business days from the date of submission, and shall either approve, reject, or request modifications to the proposed plans.
- 11.11.4. Failure to Obtain Approval: Failure to obtain the County's prior written approval for maintenance, repairs, or alterations that require such approval shall be considered a material breach of this License and may result in penalties as described in other sections of this License, up to and including termination.
- 11.11.5. Emergency Repairs: For emergency repairs that may compromise the safety or operability of the Premises, the Licensee may proceed with immediate remedial action but must notify the County's Project Manager as soon as reasonably possible, and no later than 24 hours after commencing such emergency repairs. The Licensee shall provide the County with documentation detailing the nature of the emergency, the work performed, and the associated costs, for post facto review and approval by the County.

## 12.0 LICENSEE'S OPERATING RESPONSIBILITIES

### 12.1 Hours/Day of Work

The Licensee may choose to operate its concession services year-round. However, it is mandated to be open from Memorial Day Weekend through Labor Day Weekend during the License Term. This includes operating on County recognized holidays such as Memorial Day, Juneteenth Day, Independence Day, and Labor Day. Exceptions are permitted only under circumstances beyond the Licensee's control, including but not limited to fire, earthquake, flood, storm, war, riot insurrection, or other similar event that impede the Licensee from engaging in the Authorized Activity from the Premises. The minimum required operational daily hours during this period of time shall be from 10 A.M. to 5 P.M. Director reserves the right to change the mandatory operational days and hours as the Director deems appropriate.

Department staff will conduct periodic checks to ensure that Licensees are in compliance with days and hours of operation guidelines. Failure to comply with minimum daily hours of operation requirement shall be considered an event of default under this License.

## 12.2 Work Schedules

The Licensee shall submit for review and approval a work schedule for each facility to the County Contract Project Manager within ten (10) days after the license award. These work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and their frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

The Licensee shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Contract Project Manager for review and approval within ten (10) working days before the scheduled work time.

## 12.3 Licenses, Permits, Registration and Certificates

Licensee shall obtain and maintain in effect during the term of the License all licenses, permits, registrations, and certificates, if any, required by law that are applicable to the performance of this License.

The Licensee shall also ensure that all of its officers, employees and agents who perform services under this agreement obtain and maintain in effect during the term of this License all licenses, permits, registrations and certificates required by law and applicable to their performance of services hereunder. For specific requirements, Licensee is advised to consult with the Department of Public Health, Treasurer-Tax Collector, and other relevant entities as necessary.

## 12.4 Materials and Equipment

The Licensee is responsible for purchasing all materials/equipment needed to provide the services and for maintaining all necessary appliances, furniture, fixtures, and equipment requisite for conducting the Authorized Activity on the Premises and any other designated areas therein. Trade Fixtures encompass all apparatus, furniture, devices, and equipment indispensable for the Licensee's operations. The Licensee should use materials and equipment that are environmentally safe and safe for employee use.

## 12.5 Non-Interference

The Licensee shall not interfere with the public's use of the public facilities where the Concession is located.

## 12.6 Programmed Events

The Licensee shall not promote or sponsor private or public events which require the use of Premises without obtaining a prior written approval from the Director. However, this provision shall not prohibit the Licensee from advertising or encouraging public use of the Premises.

## 12.7 Safety

The Licensee shall immediately correct any unsafe conditions at the Premises and cease any unsafe practices. The Licensee shall obtain emergency medical care for any member of the public in need due to illness or injury occurring on the Premises. The Licensee shall cooperate fully with the County in the investigation of any accidental injuries or deaths occurring on the Premises, and must promptly report such incidents to the Director.

## 12.8 Sanitation

- 12.8.1. The Licensee shall maintain the Premises and the area within a fifty (50) foot radius of the Premises clean and free from offensive matter, refuse, or any material detrimental to public health. Cleaning, to be performed no less than once per day during obligatory operating hours, includes sweeping, and when approved by the Department in writing, hosing, and power cleaning of exterior surfaces. The Licensee shall take measures to prevent any accumulation of matter, refuse, or substances. All equipment, both small (e.g., beverage dispensers, coffeemakers, serving equipment, tray carts, utility carts) and large (e.g., walk-in and reach-in refrigerators, steam kettles, steamers, large ovens, hoods, freezers, icemakers, vents, warmers) shall be washed and sanitized regularly by the Licensee.
- 12.8.2. The Licensee shall not permit or allow any offensive matter, refuse, or substance, containing an unnecessary, unreasonable or unlawful fire hazard or material detrimental to the public health, to remain on the Premises. The Licensee shall keep the kitchen, dish room, equipment, and materials located thereon in good and sanitary condition, free from rubbish, refuse, food scraps, garbage, dust, dirt, flies, and other insects, rodents, and vermin.
- 12.8.3. The Licensee shall arrange, at Licensee's own expense, for pick-up of trash and garbage from trash areas on the Premises. The Licensee shall provide proof of a waste removal contract or trash bin service receipts to the Director upon request. The Licensee shall furnish trash receptacles and have them emptied as frequently as necessary. All trash must be placed inside of the cans with lids in a closed position. The Licensee is expressly prohibited from utilizing County trash services for the disposal of concession waste. The Licensee shall be responsible for cleaning trash cans and providing trash can-liners. Licensee shall provide, at Licensee's own expense, both a trash bin for refuse removal and a separate means of removal of cooking oil from the Premises, subject to Director's approval.
- 12.8.4. All apparatus, appliances, utensils, devices, equipment and piping used by Licensee must be constructed to facilitate cleaning and inspection, and must be thoroughly and properly cleaned after each period of use with hot water and suitable soap, detergents, and sterilizing agents. This includes trays, dishes, china, crockery, glassware, cutlery, and such equipment, which must be cleaned immediately after use and kept clean until reused. All such cleaning must be in conformance with and subject to the California Health and Safety Code and applicable regulations as enforced by the Department of Public Health.

- 12.8.5. The Licensee is responsible for cleaning up all food and beverage spills on the Concession floors. During the hours of operation, the Licensee must continuously monitor and correct spills in the Premises.
- 12.8.6. The Licensee must provide and pay for regular fumigation service at the Premises.
- 12.8.7. The Licensee must maintain a letter grade rating of "B" or higher as determined by the Los Angeles County Public Health Department. The Licensee must meet County health standards and State and Federal health regulations including, but not limited to, those for cleanliness. The Licensee is responsible for keeping the Premises (cafeteria, storage rooms, trash area, including any walls facing or common to Concession services work areas and other areas occupied by the Licensee) clean and in a sanitary condition at all times.
- 12.8.8. The Licensee must provide laundry services for such as hot pads, aprons, rags for cleaning, mop heads, tablecloths, napkins, and dish towels.
- 12.8.9. The Licensee must provide housekeeping services for walls, ceilings, windows, sweeping, vacuuming, scrubbing and stripping the cafeteria floors, and dining area of the Premises. The Licensee must provide the equipment cleaning and other services as described herein.
- 12.8.10. The Licensee is responsible for the scrubbing of Premises floors on a quarterly basis, or more frequently as requested by the Department.

## 12.9 Security

### 12.9.1. Security Devices

Licensee may provide any legal devices, installations, or equipment designated for the purpose of protecting the premises from theft, burglary or vandalism, provided written approval for the installation of such devices is first approved by the Director. All purchases and installations thereof shall be at the Licensee's expense and shall be the sole responsibility of Licensee. This includes video surveillance systems, enhanced lighting, alarm systems, and any electronic access control systems that must adhere to County standards and privacy regulations. The Licensee shall furnish the Department, at the Licensee's expense, two (2) sets of keys, keycards or other items and/or codes to allow unrestricted access to the Premises by Department staff within twenty-four (24) hours after any security device on the Premises is altered.

### 12.9.2. Key Management and Security Compliance

The Licensee shall establish and implement methods of ensuring that keys issued by the County to the Licensee are neither lost nor misplaced and are not used by unauthorized persons. No keys shall be duplicated without written authorization from the Department. The Licensee shall develop procedures ensuring adequate key control and provide the County with a list of all personnel who have been issued keys. The Licensee must also ensure the security of any digital data and adhere to applicable data protection laws.

#### 12.9.3. Emergency Procedures

The Licensee is required to establish and maintain emergency response protocols for security-related incidents, which must be approved by the Director and practiced regularly with the staff.

#### 12.9.4. Access Control and Restricted Entry

Licensee shall prohibit the use of keys by any persons other than its designated employees. Licensee shall prohibit the opening of locked areas by its employees to permit entrance of persons other than the Licensee's employees engaged in the performance of assigned work in those areas.

#### 12.9.5. Lost Keys

The Licensee shall immediately report any lost key to the County and take immediate steps to mitigate any security risks posed by the loss.

#### 12.9.6. Lock Replacement

The County may, at its sole discretion, require the Licensee to replace locks, re-key locks, or reimburse the County for the replacement or re-keying of locks if Licensee loses an associated key. This includes covering the costs for any emergency lock changes required due to security breaches.

### 12.10 Signs

#### 12.10.1. Approval and Review

The Licensee shall not post signs or advertising matter upon the Premises or improvements thereon or adjacent areas, without prior written approval from the Director. All proposed exterior advertisements, menu boards, and similar signage must be submitted to the Director for review before installation, including detailed descriptions of the installation methods and materials.

#### 12.10.2. Installation Application and Authorization

The Licensee must obtain authorization for the installation application from the building complex manager. This ensures that proposed installation methods do not damage the building structure. The use of methods like concrete nails or others that could cause damage is strictly prohibited.

#### 12.10.3. Expense and Responsibility

The Licensee is responsible for all costs associated with the authorized sign installations. The Licensee must also repair any damage caused by the installation or removal of signs, ensuring such repairs meet the satisfaction of the County.

#### 12.10.4. Compliance with Guidelines

All signage and advertising materials must comply with applicable County guidelines, aesthetic standards, and safety regulations.

### 12.11 Trade Fixtures and Equipment

#### 12.11.1. Provision and Maintenance of Trade Fixtures and Equipment

The Licensee shall provide, install, maintain, and repair all trade fixtures and equipment necessary for the operation at its own expense. The County will not supply any trade fixtures or equipment for the Licensee's use. Any existing trade fixtures or equipment previously provided by the County shall be returned or become the sole responsibility of the Licensee for maintenance and repair.

#### 12.11.2. Inventory of Licensee-Owned Fixtures and Equipment

The Licensee shall provide the Department with a list of Licensee-owned trade fixtures and equipment to be located on the Premises within ten (10) days after the commencement date of this License. This list shall be updated as required and resubmitted to Department promptly.

#### 12.11.3. Supply of Additional Operational Items

Any additional supplies needed for the operation of the concession, including but not limited to flatware, dishes, trays, glasses, cooking utensils, employee uniforms, condiments dispensers, and decorative items, shall be provided by the Licensee at its own expense. The proper operation of the concession and the necessity of additional supplies shall be determined by the Director.

#### 12.11.4. Handling of Equipment Costs upon License Termination

If the event the License is terminated for convenience pursuant to Paragraph 18.43, "Termination for Convenience", any related equipment costs shall be borne by the Licensee as follows:

- Leased Equipment - the Licensee shall be responsible for all early termination charges specified in the Licensee's equipment lease.
- Purchased Equipment - the Licensee shall bear the cost of such equipment, less any accumulated depreciation.

### 12.12 Utilities and Waste Management

#### 12.12.1. Utilities Provision and Costs

The Licensee shall provide and pay for all necessary utilities, including but not limited to the installation and cost for hook-up, covering services such telephone and electricity. The Licensee must establish all utility accounts in their name prior to commencing operations and provide the County with proof of these accounts, such as a copy of the account setup confirmation or the first months' utility bill.

#### 12.12.2. Telephone Service

The Licensee shall provide telephone instruments and service for its operation, ensuring that the telephone number shall be registered in the name of the Licensee and shall not be transferable to any other location.

#### 12.12.3. Waiver of Liability for Utility Failures

The Licensee waives any and all claims against County for compensation for loss or damage caused by any defect, deficiency or impairment of any utility system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Premises.

#### 12.12.4. Air Conditioning and Cooling System Maintenance

It is the Licensee's responsibility to maintain any air conditioning or swamp cooler systems needed for their operations, including all related costs for maintenance and energy consumption.

#### 12.12.5. Waste Management and Disposal

The Licensee shall arrange and finance the pick-up of trash and garbage from the Premises at their own expense. This includes providing proof of a waste removal contract or trash bin service receipts to the Director as required. The Licensee is responsible for furnishing trash receptacles and ensuring their regular emptying. The use of County trash services for disposing of concession waste is strictly prohibited.

#### 12.12.6. Proof of Utilities Registration and Compliance Checks

The Licensee is required to submit proof of utility registration in their name as part of the pre-operational checklist. Failure to provide this proof by the specified deadline may result in penalties or a delay in the concession's operation commencement. The County will conduct regular checks to ensure ongoing compliance with this requirement.

### 12.13 Concession Premises Rules

Employees or agents of the Licensee are subject to the following rules governing the Premises:

#### 12.13.1. Disorderly Persons

The Licensee agrees not to allow any loud, boisterous, or disorderly persons to loiter about the Premises.

#### 12.13.2. Habitation

The Premises shall not be used for human habitation.

#### 12.13.3. Illegal Activities

The Licensee shall not permit any illegal activities to be conducted on the Premises.

#### 12.13.4. Visitors

Employees of the Licensee may not bring visitors into the Premises, nor may they bring any type of weapons or unlawful goods.

#### 12.13.5. Alcoholic Beverages, Illegal Drugs

The use or possession of alcoholic beverages or illegal drugs by Concessionaire staff while at County facilities is strictly forbidden. Any violation shall be cause for immediate removal of the offenders from further work at the facility.

#### 12.13.6. Smoking

Smoking is prohibited in County buildings and is restricted to appropriate outside areas.

#### 12.13.7. Employee Training

The Licensee is responsible for training its staff on these rules before they commence work on the Premises.

#### 12.13.8. Monitoring Compliance

The Licensee is responsible for regular monitoring to ensure ongoing compliance with these rules. Monitoring may include, but is not limited to, random checks, sign-in sheets, or regular briefings.

#### 12.13.9. Record-Keeping

The Licensee shall maintain a record of any incidents, actions taken, or corrective measures applied in relation to violations of these rules.

#### 12.13.10. Confidentiality and Data Protection

The Licensee shall adhere to any applicable laws and County policies concerning the handling of confidential or personal information.

The Licensee is responsible for instructing its staff on the rules applicable to the Premises and shall take immediate corrective action upon receipt of written and/or verbal notice from the County that:

#### 12.13.11. Violation of Rules

An employee of the Licensee has violated these rules.



#### 12.13.12. Adverse Effects on Service

The actions of such employee could adversely affect the delivery of services. If the County determines the corrective action taken by the Licensee is not sufficient, the Licensee shall remove or suspend such employee from the provisions of services hereunder or take such other action as requested by the County.

#### 12.13.13. Parking Pass Management

In the event of termination of employment of any employee or agent of the Licensee who has been issued a parking pass, it is the responsibility of the Licensee to ensure the immediate return of the parking pass to the County. Failure to ensure timely return of parking passes may result in the revocation of parking privileges for the Licensee. The Licensee shall implement effective management and tracking mechanisms to maintain accountability for all parking passes issued.

### **13.0 INVENTORY AND MERCHANDISE, MENU, PRICING AND POSTING, PAYMENT, AMENDMENTS**

#### 13.1 Inventory and Merchandise

- 13.1.1. Licensee shall maintain an adequate inventory of merchandise, goods, supplies, and food sufficient to meet the demands of the public for the items that may be offered for sale from the Premises. All food and beverages sold or stored for sale by Licensee shall be first-class in quality, wholesome and pure, and shall comply with Federal, State and County food laws, ordinances and regulations in all respects. No adulterated, misbranded or impure articles shall be sold or stored for sale by Licensee. (See Paragraph 14, "Quality of Goods and Services – Removal".)
- 13.1.2. Licensee shall promptly remove from sale any item of merchandise deemed objectionable to the public, as determined by the Director, upon receipt of written directive from the Director for its removal.
- 13.1.3. Merchandise kept on hand by Licensee shall be stored and managed with due regard for sanitation and safety.
- 13.1.4. Licensee is responsible for the daily upkeep of the Premises, including any walls adjacent to or shared with Concession Services work areas up to six (6) feet in height. Such areas shall be maintained clean and in a sanitary condition to prevent any infestation by vermin.
- 13.1.5. All food items shall be delivered or served within temperature ranges mandated by industry standards and applicable health and safety rules and regulations.

### 13.2 Menu - Selection (Food Products) and Removal

The Department may direct Licensee to modify or remove certain types of food products (merchandise) sold from the Concession. Upon receipt of such directive, Licensee shall effectuate the requested change within twenty-four (24) hours.

### 13.3 Menus, Healthy Food Choices, Nutritional Information

Subparagraph 13.3 is only exclusively applicable to licenses for selling food and beverage from a Concession Stand.

The Licensee must prepare and implement menus for concession operations, where applicable. These menus must include healthy food and beverage choices as specified in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

Menus shall be delivered to the Department within two (2) business days upon request by the Los Angeles County Department of Public Health (DPH).

In collaboration with the Los Angeles County Department of Public Health, the Licensee is required to submit nutritional analysis of all entree items to the Department of Beaches and Harbors to verify compliance with the nutrition standards outlined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

The menu should include at least two entrées that adhere the Concession Nutrition Standards as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

Additionally, at least one entrée (not meeting the Concession Nutrition Standards as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages)) shall be offered in a reduced-size portion at a lower price. (Reduced-size portions are at least 1/3 smaller than the full-size item and are offered in addition to the full-size versions.)

It is recommended that at least one vegetarian entrée be offered.

Fresh fruit and vegetable options must be included in the menu, as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

Recommend entrées, when applicable, be prepared or served with whole grains, as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

Combination meals shall offer, as an alternative, bottled water as a beverage option and fresh fruit or a non-fried vegetable item prepared without fat or oil as a side option. (Combination meals consist of an entrée plus a side option and/or beverage.)

When fresh or pre-packaged salads are offered, at least two healthy salad dressing options shall be offered, as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

Recommend utilizing low fat food preparation methods. (Low fat food preparation methods include broiling, grilling, baking, poaching, roasting and steaming.)

At least 50% of beverages on the menu, including fountain drinks and in beverage cases, if applicable, and 50% of snack/dessert items offered on the menu shall meet Concession Nutrition Standards as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages).

Bottled water must be available as a beverage option.

Licensee shall provide access to fresh tap water, with ice optional.

Licensee shall comply with all nutrition guidelines outlined in this License.

Licensee shall commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) recommendations within 12 months of License commencement in consultation with Department of Public Health (DPH) staff. The Licensee should work with DPH staff towards the development of sodium standards for individual food categories (e.g., grains, meats, etc.) within the defined timeline.

Healthy menu items shall be clearly indicated on all menus. Recommend using symbols added to the menu to identify items that feature local produce or vegetarian menu items, when applicable.

Licensee, in consultation with DPH, must prominently display Choose Health LA signage, if permitted, that promotes healthy food and beverage options made available by the Licensee. Signage shall be provided by DPH, at no cost to Licensee.

Signage indicating availability of fresh tap water, with ice optional, shall be placed at fountain drink machine or other location, if permitted.

Menus shall identify reduced-size portion entrée options and combination meals with the alternative option to select bottled water and a non-fried vegetable or fruit as a side item.

If applicable, healthy option items as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages) should be positioned prominently in the concession/cafe and be easily accessible for customers.

If applicable, candy bars, cookies, chips and sugar-sweetened beverages shall be removed from checkout register area or at point-of-purchase. (Sugar-sweetened beverages include all sodas, fruit drinks, sport drinks, low-calorie drinks and other beverages that contain added caloric sweeteners, such as sweetened tea, rice drinks, bean beverages, sugar cane beverages and nonalcoholic wines.)

The prices of healthy entrées, snacks/desserts and beverages, as defined in Exhibit G (Nutrition Standards for Prepared Foods, Snacks, and Beverages) shall not exceed the price of other comparable menu choices.

DPH may periodically monitor the Agreement to ensure the Licensee's compliance with the Concession Nutrition Standards.

Monthly gross receipts and disbursement records, as defined in Subparagraph 18.39 “Accounting Records (Retention / Inspection)”, on a quarterly basis, shall be delivered to DPH within two business days, upon request.

Failure to comply with the Concession Nutrition Standards may, in the department’s sole discretion, constitute a breach of this License.

Licensee may contact the Los Angeles County Department of Public Health, Division of Chronic Disease and Injury Prevention at (213) 351-7825 or email: [chronic\\_disease@ph.lacounty.gov](mailto:chronic_disease@ph.lacounty.gov) for information and guidance on the nutrition standards and product compliance.

#### 13.4 Pricing and Posting

The Licensee is required to maintain a comprehensive listing of prices for all products or services, or combinations thereof, available to the public from the Premises at all times. Pricing shall be fair and reasonable based upon the following considerations:

- The concession’s purpose is to serve the public and employees with goods and/or services at a reasonable cost;
- Prices should compare reasonably with similar goods and/or services available in the area surrounding the Premises, although prices may vary based on location; and,
- A fair profit margin, taking into account the cost of executing the Authorized Activity from the Premises pursuant to the obligations stipulated in the License.

If the County deems the prices being charged are not reasonable or fair, the Licensee is permitted to discuss the issue with the Director and provide justifications for the prices. After a proper discussion on the matter, the Licensee is expected to implement the price adjustments as directed by the Director. If the Licensee appeals the Director’s decision, they must comply with the Director’s price adjustment instruction while waiting for the final resolution of the appeal by the Board.

The prices for every item sold from the Concession must be clearly displayed to the satisfaction of the County.

##### Additional Provisions

- **Price Updates:** The Licensee is required to update their price list at least quarterly. Any such updates must be communicated to the County two weeks prior to the effective date.
- **Seasonal Pricing:** Seasonal pricing is permitted but must be clearly indicated on the pricing list and may not exceed a predetermined percentage of variance as determined by the County.
- **Notification of Price Changes:** If prices are to be changed in excess of 10% within a six-month period, prior written approval from the County is required.

- **Consumer Feedback:** The Licensee must maintain a mechanism for collecting consumer feedback on pricing and report a summarized version to the County annually or upon request.
- **Discount Policies:** Licensee may offer discounts for groups, families, or other special cases as long as these are clearly displayed and communicated to the public.
- **Quality and Price Relation:** Products and services that are priced at a premium should meet or exceed corresponding quality expectations as determined by County guidelines.
- **Audit Rights:** The County reserves the right to conduct audits or inspections of the Licensee's pricing records to ensure adherence to the provisions of this section.

### 13.5 Payment – Point of Sale Machines

The Licensee shall provide a Point-of-Sale Machine (POS) to facilitate customer payments. Any limitations on cashback options shall be at the discretion of the Licensee.

### 14.0 **QUALITY OF GOODS AND SERVICES – REMOVAL**

If the County determines that any merchandise, and/or food products are inadequate, the County reserves the right to demand the improvement of the quality of any such items kept or offered for sale. The Licensee shall be required to promptly remove or withdraw from sale any goods or services deemed objectionable by the public or the County, following receipt of written notification thereof.

#### QUALITY CONTROL

The Licensee is obligated to establish and utilize a comprehensive quality control plan to assure the County of a consistently high level of service throughout the License term. This plan, upon the County's request, must be submitted to the Contractor's Project Manager for review and approval. The plan shall include, but may not be limited to the following:

- A method of monitoring to ensure License requirements are being met;
- A record of all inspections conducted by the Licensee, any corrective actions taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. This Licensee must provide this information to the County upon request.

#### Contract Discrepancy Report (Exhibit D)

Verbal notification of a License discrepancy should be communicated to the Contractor's Project Manager as soon as possible whenever a License discrepancy is identified. The problem shall be resolved within a mutually agreed time frame between the County and the Licensee.

The County's Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Licensee is required to respond in writing to the County's Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. The Licensee must also submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Manager within five (5) workdays.

#### County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this License at any time during normal business hours. However, these personnel shall not unreasonably interfere with the Licensee's performance.

### 15.0 **ADMINISTRATION OF LICENSE – COUNTY**

#### 15.1 County's Project Manager

15.1.1. The County's Project Manager, as designated in Exhibit B (County's Administration), shall serve as the primary point of contact for the License. The County will issue a notice to the Licensee in the event of any changes in the Project Manager's contact details or assignment.

15.1.2. Responsibilities of the County's Project Manager include, but are not limited to:

15.1.3. Conducting regular meetings with the Contractor's Project Manager to review compliance with the License terms and conditions.

15.1.4. Performing inspections and oversight of the Licensee's operations, including tasks, deliverables, goods, services, or any other work associated with the License.

15.1.5. The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this License and is not authorized to further obligate County in any respect whatsoever.

### 16.0 **ADMINISTRATION OF LICENSE– LICENSEE**

#### 16.1 Licensee's/Contractor's Project Manager

16.1.1. The Contractor's Project Manager is designated in Exhibit C (Contractor's Administration) and is responsible for the overall management and administration of the Licensee's obligations under this License. The Licensee must promptly notify the County in writing of any changes in the Project Manager's name or contact details.

16.1.2. The Contractor's Project Manager is accountable for overseeing the Licensee's routine activities related to this License, ensuring compliance with all terms and conditions.

16.1.3. Licensee shall, if not acting personally, designate one member of the staff as the Concession Manager with whom County may deal on a daily basis. Any person selected by Licensee as Concession Manager shall be skilled in the management of business similar to the Concession and shall be subject to the approval by the County. The Concession Manager shall be fully familiar with the Concession, acquainted with the terms and conditions prescribed therefore by the License Agreement; and authorized to act in the day-to-day operation thereof. They also shall devote substantial time and attention to conducting the Authorized Activity from the Premises.

## **17.0 CONCESSIONAIRE'S STAFF AND EMPLOYMENT PRACTICES**

### **17.1 Staffing Resources – Level/Experience**

Licensee shall maintain an adequate and proper staff. The County may, at any time, give Licensee written notice of the fact that the conduct or actions of a designated employee of Concessionaire is, in the reasonable belief of the County, detrimental to the interests of the public patronizing the Concession Premises. Licensee will meet with representatives of the County to consider the appropriate course of action with respect to such matter and Licensee shall take reasonable measures under the circumstances to assure the County that the conduct and activities of Concessionaire's employee will not be detrimental to the interest of the public patronizing the Concession Premises.

Persons employed by Concessionaire under the License shall be competent, trustworthy and well qualified for their work.

Licensee shall submit to the County a roster of employees who are required to enter Concession Premises. The roster and employee records shall be kept current and contain the employee's name, and, if appropriate, date of latest health exam and any doctor's statements, as well as additional data on background, behavior or job performance pertinent to the provisions of the License.

Concession employees who interface with County personnel and the public must speak English fluently. All Concession employees shall meet the Contract requirements identified in Subparagraph 18.17, "Employment Eligibility Verification".

Licensee shall collect and provide information to the County upon request including, but not limited to:

- An annual report evaluating the quality, effectiveness, safety, and appropriateness of all services under any resultant contract; and
- Such additional reports which the County determines are reasonably necessary.

Licensee shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Licensee in every detail and must speak and understand English.

Licensee shall be required to background check their employees as set forth in Subparagraph 17.6, "Background and Security Investigations", of the License.



## 17.2 Training

Licensee shall provide training programs for all new employees and continuing in-service training for all employees.

All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards.

## 17.3 Licensee's Telephone

Licensee shall maintain a telephone in the company's name. The Licensee or at least one employee must be available to respond to telephone inquiries and complaints which may be received about the Licensee's performance of the License. The Licensee shall answer/return calls within four (4) hours of receipt of the call.

## 17.4 Approval of Licensee's Staff

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

## 17.5 Licensee's Staff Identification

Licensee must provide, at Licensee's expense, all staff providing services under this License with a photo identification badge.

## 17.6 Background and Security Investigations

17.6.1. Each of Licensee's staff performing services under this License, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this License. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to criminal conviction information. The fees associated with the background investigation will be at the expense of the Licensee, regardless if the member of Licensee's staff passes or fails the background investigation.

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

17.6.3. County, in its sole discretion, may immediately deny or terminate facility access to any member of Licensee's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.



- 17.6.4. Disqualification of any member of Licensee's staff pursuant to this Subparagraph 17.6 will not relieve Licensee of its obligation to complete all work in accordance with the terms and conditions of this License.

## 17.7 Confidentiality

- 17.7.1. Licensee must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 17.7.2. Licensee must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Licensee, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 17.7, as determined by County in its sole judgment. Any legal defense pursuant to Licensee's indemnification obligations under this Subparagraph 17.7 shall be conducted by Licensee and performed by counsel selected by Licensee and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Licensee fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Licensee for all such costs and expenses incurred by County in doing so. Licensee will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 17.7.3. Licensee must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this License.
- 17.7.4. Licensee shall sign and adhere to the provisions of Exhibit I the "Contractor Acknowledgement and Confidentiality Agreement".

## 18.0 STANDARD TERMS AND CONDITIONS

### 18.1 Amendments

- 18.1.1. For any change which affects the scope of work, term, License Sum, payments, or any term or condition included under this License, an Amendment must be prepared and executed by the Licensee and by the Director or his/her designee.
- 18.1.2. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the License during the term of this License. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the License must be prepared and executed by the Licensee and by the Director.

18.1.3. The Director or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, 'Term of License'. The Licensee agrees that such extensions of time will not change any other term or condition of this License during the period of such extensions. To implement an extension of time, an Amendment to the License shall be prepared and executed by the Licensee and by the Director.

## 18.2 Assignment and Delegation/Mergers or Acquisition

18.2.1. The Licensee must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Licensee is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

18.2.2. The Licensee must not assign, exchange, transfer, or delegate its duties under this License, or both, whether in whole or in part, without the prior written consent of the Director, in its discretion, and any attempted assignment or delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Subparagraph 18.2, County consent will be require a written amendment to the License, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this License will be deductible, at County's sole discretion, against the claims, which the Licensee may have against the County.

18.2.3. Shareholders, partners, members, or other equity holders of Licensee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Licensee to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the License, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this License.

18.2.4. Any assumption, assignment, delegation, or takeover of any of the Licensee's duties, responsibilities, obligations, or performance of same by any person or entity other than the Licensee, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the License which may result in the termination of this License. In the event of such termination, County will be entitled to pursue the same remedies against Licensee as it could pursue in the event of default by Licensee.

## 18.3 Authorization Warranty

The Licensee represents and warrants that the person executing this License for the Licensee is an authorized agent who has actual authority to bind the Licensee to each and every term, condition, and obligation of this License and that all requirements of the Licensee have been fulfilled to provide such actual authority.

#### 18.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts/Licenses, the County reserves the right to reduce its payment obligation under this License correspondingly for that fiscal year and any subsequent fiscal year during the term of this License (including any extensions), and the services to be provided by the Licensee under this License will also be reduced correspondingly. The County's notice to the Licensee regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Licensee must continue to provide all of the services set forth in this License.

#### 18.5 Complaints

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

18.5.1. Within thirty (30) business days after the License effective date, the Licensee must provide the County with the Licensee's policy for receiving, investigating and responding to user complaints.

18.5.2. The County will review the Licensee's policy and provide the Licensee with approval of said plan or with requested changes.

18.5.3. If the County requests changes in the Licensee's policy, the Licensee must make such changes and resubmit the plan within thirty (30) business days for County approval.

18.5.4. If, at any time, the Licensee wishes to change the Licensee's policy, the Licensee must submit proposed changes to the County for approval before implementation.

18.5.5. The Licensee must preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within three (3) business days of receiving the complaint.

18.5.6. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

18.5.7. Copies of all written responses must be sent to the County Contract Project Manager within one (1) business day of mailing to the complainant.

#### 18.6 Compliance with Applicable Laws

18.6.1. In the performance of this License, the Licensee must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this License are hereby incorporated herein by reference.

18.6.2. Licensee must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Licensee, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Licensee's indemnification obligations under this Subparagraph 18.6, will be conducted by Licensee and performed by counsel selected by Licensee and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Licensee fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Licensee for all such costs and expenses incurred by County in doing so. Licensee will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## 18.7 Compliance with Civil Rights Laws

The Licensee hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this License or under any project, program, or activity supported by this License.

Additionally, Licensee certifies to the County:

- 18.7.1. That Licensee has a written policy statement prohibiting discrimination in all phases of employment.
- 18.7.2. That Licensee periodically conducts a self-analysis or utilization analysis of its work force.
- 18.7.3. That Licensee has a system for determining if its employment practices are discriminatory against protect groups.
- 18.7.4. Where problem area are identified in employment practices, the Licensee has a system for taking reasonable corrective action, to include establishment of goals or timetables.

The Licensee is responsible for ensuring these standards are strictly adhered to by its employees, agents, subcontractors, or any party directly or indirectly engaged by the Licensee in relation to this License. This includes taking prompt and effective action in addressing any alleged or confirmed incidents of discrimination.

In the event of any violation of these provisions, or if the Licensee fails to demonstrate sufficient efforts to prevent, address, and rectify any such violation, the County may, at its sole discretion, impose penalties, terminate the License, or pursue other legal remedies as provided by applicable law. The Licensee must comply with Appendix D, Form 15, "Bidder's EEO Certification".

## 18.8 Compliance with County's Jury Service Program

### 18.8.1. Jury Service Program

This License is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#). A copy of the hyperlink is attached as Appendix D-Form 7, "Certification of Compliance" and incorporated by reference into and made a part of this License.

### 18.8.2. Written Employee Jury Service Policy

Unless the Licensee has demonstrated to the County's satisfaction either that the Licensee is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Licensee qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Licensee must have and adhere to a written policy that provides that its Employees will receive from the Licensee, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Licensee or that the Licensee deduct from the Employee's regular pay the fees received for jury service.

For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Subparagraph 18.8. The provisions of this Subparagraph 18.8, will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

If the Licensee is not required to comply with the Jury Service Program when the License commences, the Licensee will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Licensee must immediately notify the County if the Licensee at any time either comes within the Jury Service Program's definition of "Contractor" or if the

Licensee no longer qualifies for an exception to the Jury Service Program. In either event, the Licensee must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the License and at its sole discretion, that the Licensee demonstrate to the County's satisfaction that the Licensee either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Licensee continues to qualify for an exception to the Program.

Licensee's violation of this Subparagraph 18.8 of the License may constitute a material breach of the License. In the event of such material breach, County may, in its sole discretion, terminate the License and/or bar the Licensee from the award of future County licenses for a period of time consistent with the seriousness of the breach.

## 18.9 Conflict of Interest

18.9.1. No County employee whose position with the County enables such employee to influence the award of this License or any competing License, and no spouse or economic dependent of such employee, will be employed in any capacity by the Licensee or have any other direct or indirect financial interest in this License. No officer or employee of the Licensee who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

18.9.2. The Licensee must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this License. The Licensee warrants that it is not now aware of any facts that create a conflict of interest. If the Licensee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 18.9, will be a material breach of this License.

## 18.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Licensee require additional or replacement personnel after the effective date of this License to perform the services set forth herein, the Licensee must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this License.



## 18.11 Consideration of Hiring Gain/Grow Program Participants

18.11.1. Should the Licensee require additional or replacement personnel after the effective date of this License, the Licensee will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Licensee's minimum qualifications for the open position. For this purpose, consideration will mean that the Licensee will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Licensee. Licensees must report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified Gain/Grow job candidates.

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

## 18.12 Contractor Responsibility and Debarment

### 18.12.1. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### 18.12.2. Chapter 2.202 of the County Code

The Licensee is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Licensee on this or other contracts which indicates that the Licensee is not responsible, the County may, in addition to other remedies provided in the License, debar the Licensee from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Licensee may have with the County.

### 18.12.3. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 18.12.4. Contractor Hearing Board

If there is evidence that the Licensee may be subject to debarment, the Department will notify the Licensee in writing of the evidence which is the basis for the proposed debarment and will advise the Licensee of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Licensee and/or the Licensee's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Licensee should be debarred, and, if so, the appropriate length of time of the debarment. The Licensee and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have



the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 18.12.5. Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

#### 18.13 Licensee's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law – please refer to Exhibit F for more information. The Licensee understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

#### 18.14 Licensee's Warranty of Adherence to County's Child Support Compliance Program

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

18.14.2. As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Licensee's duty under this License to comply with all applicable provisions of law, the Licensee warrants that it is now in compliance and will during the term of this License maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### 18.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Licensee's performance under this License on not less than an annual basis. Such monitoring will include assessing the Licensee's compliance with all License terms and conditions and performance standards. Licensee deficiencies which the County determines are significant or continuing and that may place performance of the License in jeopardy if not corrected will be reported to the Director and/or the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Licensee. If improvement does not occur consistent with the corrective action measures, the County may terminate this License or impose other penalties as specified in this License.

#### 18.16 Damage to County Facilities, Buildings or Grounds

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

18.16.2. If the Licensee fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Licensee by cash payment upon demand.

#### 18.17 Employment Eligibility Verification

18.17.1. The Licensee warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this License meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Licensee must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Licensee must retain all such documentation for all covered employees for the period prescribed by law.

18.17.2. The Licensee shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Licensee or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this License.

#### 18.18 Counterparts and Electronic Signatures and Representations

This License may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same License. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Licensee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 18.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this License.

#### 18.19 Fair Labor Standards

The Licensee must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Licensee's employees for which the County may be found jointly or solely liable.

#### 18.20 Force Majeure

18.20.1. Neither party will be liable for such party's failure to perform its obligations under and in accordance with this License, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 18.20, as "force majeure events").

18.20.2. Notwithstanding the foregoing, a default by a subcontractor of Licensee will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Licensee and such subcontractor, and without any fault or negligence of either of them. In such case, Licensee will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Licensee to meet the required performance schedule. As used in this paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

18.20.3. In the event Licensee's failure to perform arises out of a force majeure event, Licensee agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

#### 18.21 Governing Law, Jurisdiction, and Venue

This License will be governed by, and construed in accordance with, the laws of the State of California. The Licensee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this License and further and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

#### 18.22 Independent Contractor Status

18.22.1. This License is by and between the County and the Licensee and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Licensee. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

18.22.2. The Licensee will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this License all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Licensee.

18.22.3. The Licensee understands and agrees that all persons performing work pursuant to this License are, for purposes of Workers' Compensation liability, solely employees of the Licensee and not employees of the County. The Licensee will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Licensee pursuant to this License.

18.22.4. The Licensee must adhere to the provisions stated in Subparagraph 17.7, "Confidentiality".

### 18.23 Indemnification

The Licensee must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Licensee's acts and/or omissions arising from and/or relating to this License including liability covered under the California Workers' Compensation laws, expense, including defense costs and legal fees, and claims for damage of any nature whatsoever, arising from or connected with the use and/or the conduct of the Authorized Activity or any other activity in, on, at or from the Premises or any other area of the Beach by the Licensee and/or the agents, servants employees and invitees of the Licensee, including, but not limited to, liability, expense, and claims for personal injury, bodily injury, death or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of expressed or implied warranty of product, defectiveness of product, or intentional infliction of harm; non-payment for labor, materials, appliances or power, performed on, or furnished or contributed to the Premises; infringement of a patent or copyright or disclosure of a trade secret; violation of state and federal anti-trust laws; violation of state and federal civil rights laws; and violation of state and federal alien registration and work laws. This promise of indemnity must extend to all the covered liability, expenses, and claims, notwithstanding that the act, omission, or condition giving rise to any such liability, expenses, or claims is proximately caused by the active or passive negligence of the County, its agents, servants, and employees, relating to the use and/or the conduct of the Authorized Activity in, on, at or from the Premises or any other area of the Beach by the Licensee or the agents, servants, employees and invitees of the Licensee, the enforcement of this License, or a dangerous or defective condition of the Premises or any other area of the Beach that is created by an act or omission of the Licensee or the agents, servants, and employees of the Licensee. The Licensee's duty to indemnify the County must survive the expiration or other termination of this License.

The obligations assumed in Subparagraph 18.23, by the Licensee for the protection of the County from third party liability described, shall be deemed to extend to the State of California and the City of Los Angeles in the event the Premises are located on land that

is owned and/or leased by either entity, and the Licensee acknowledges and agrees to provide the same protection to each additionally named entity.

#### 18.24 General Provision for All Insurance Coverage

Without limiting Licensee indemnification of County, and in the performance of this License and until all of its obligations pursuant to this License have been met, Licensee must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 18.24, and the following Paragraph 18.25, "Insurance Coverage", of this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

##### 18.24.1. Evidence of Coverage and Notice to County

Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this License.

Renewal Certificates must be provided to County not less than 10 days prior to Licensee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Contractor insurance policies at any time.

Certificates must identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Licensee identified as the contracting party in this License. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County Department of Beaches and Harbors  
Attn: Asset Management Division, Beach Concessions  
13837 Fiji Way  
Marina del Rey, CA 90292

Licensee also must promptly report to County any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Licensee. Licensee also must promptly notify County of any third party claim or suit filed against Licensee or any of its Sub-Contractors which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or County.

#### 18.24.2. Additional Insured Status and Scope of Coverage

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

#### 18.24.3. Cancellation of or Change in Insurance

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

#### 18.24.4. Failure to Maintain Insurance

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

Notification of Incidents, Claims or Suits.

Licensee shall report to the County:



- Any accident or incident relating to services performed under this License which involves injury or property damage which may result in the filing of a claim or lawsuit against the Licensee and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third-party claim or lawsuit filed against the Licensee arising from or related to services performed by the Licensee under this License.
- Any injury to a Licensee employee that occurs on County property. This report must be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

#### 18.24.5. Insurer Financial Ratings

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

#### 18.24.6. Licensee's Insurance Must Be Primary

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

#### 18.24.7. Waivers of Subrogation

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

#### 18.24.8. Subcontractor Insurance Coverage Requirements

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

#### 18.24.9. Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies will not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require Licensee to

reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

18.24.10.      Claims Made Coverage

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

18.24.11.      Application of Excess Liability Coverage

Licensees may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

18.24.12.      Separation of Insureds

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

18.24.13.      Alternative Risk Financing Programs

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

18.24.14.      County Review and Approval of Insurance Requirements

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

18.25 Insurance Coverage

18.25.1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

For Concession Stands	
General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million



For Aviation Liability Insurance (Hang-Glider Operations)

General Aggregate: \$2 million

Each Occurrence: \$1 million

18.25.2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

18.25.3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Licensee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for nonpayment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Licensee's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

18.25.4. Unique Insurance Coverage

- Property Coverage

Licensees given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Licensee's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value. Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

Real Property and All Other Personal Property

Special form ("all-risk") coverage for the full replacement value of County-owned or leased property.

- Miscellaneous Coverage

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

## 18.26 Liquidated Damages

- 18.26.1. If the Director, or his/her designee, determines that there are deficiencies in the performance of this License that the Director, or his/her designee, deems are correctable by the Licensee over a certain time span, the Director, or his/her designee, will provide as specified in Subparagraph 18.68, "Events of Default", a written notice to the Licensee to correct the deficiency within specified time frames. Should the Licensee fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (1) use the Security Deposit as provided for herein, (2) exercise its rights as provided for in Subparagraph 9.5, "Right of Entry", (3) terminate the Agreement, and/or (4) assess liquidated damages.
- 18.26.2. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to correct a deficiency within the specified time frame. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with the obligations for Concession operations herein authorized and required. The parties hereby agree that under the current circumstances a reasonable amount of such damage is \$250.00 per day for each day of the period of time that the deficiencies exist, and that Licensee shall be liable to County for liquidated damages in said amount.
- 18.26.3. The action noted in this Paragraph 18.26, must not be construed as a penalty, but as adjustment of payment to the Licensee to recover the County cost due to the failure of the Licensee to complete or comply with the provisions of this License.
- 18.26.4. This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this License provided by law and shall not, in any manner, restrict or limit the County's right to terminate this License as agreed to herein.

## 18.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

## 18.28 Nondiscrimination and Affirmative Action

- 18.28.1. The Licensee certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 18.28.2. The Licensee certifies to the County each of the following:
- That Licensee has a written policy statement prohibiting discrimination in all phases of employment.

- That Licensee periodically conducts a self-analysis or utilization analysis of its work force.
- That Licensee has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Licensee has a system for taking reasonable corrective action, to include establishment of goals or timetables.

18.28.3. The Licensee must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

18.28.4. The Licensee certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

18.28.5. The Licensee certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this License or under any project, program, or activity supported by this License.

18.28.6. The Licensee shall allow County representatives access to the Licensee's employment records during regular business hours to verify compliance with the provisions of this Paragraph 18.28, when so requested by the County.

18.28.7. If the County finds that any provisions of this Paragraph 18.28, have been violated, such violation shall constitute a material breach of this License upon which the County may terminate or suspend this License. While the County reserves the right to determine independently that the anti-discrimination provisions of this License have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Licensee has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Licensee has violated the anti-discrimination provisions of this License.

18.28.8. The parties agree that in the event the Licensee violates any of the anti-discrimination provisions of this License, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this License.

#### 18.29 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Licensee. This License shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources as per Los Angeles County Municipal Code 17.12.055.

#### 18.30 Notice of Delays

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

#### 18.31 Notice of Disputes

The Licensee shall bring to the attention of the County Contract Project Manager any dispute between the County and the Licensee regarding the performance of services as stated in this License. If the County Contract Project Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

#### 18.32 Notice to Employees Regarding the Federal Earned Income Credit

The Licensee shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#).

#### 18.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Licensee shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit F, Safely Surrendered Baby Law of this License. Additional information is available at:

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

#### 18.34 Notices

All notices or demands required or permitted to be given or made under this License shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Licensee as identified in Exhibit C, "Contractor's Administration", and to the County as below. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his /her designee will have the authority to issue all notices or demands required or permitted by the County under this License. In the event of suspension or termination of this License, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to License or County.

All notices or demands to County shall be addressed to:

Los Angeles County Department of Beaches and Harbors  
Attn: Asset Management Division, Beach Concessions  
13837 Fiji Way  
Marina del Rey, CA 90292

#### 18.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Licensee and the County agree that, during the term of this License and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### 18.36 Public Records Act

18.36.1. Any documents submitted by the Licensee; all information obtained in connection with the County's right to audit and inspect the Licensee's documents, books, and accounting records pursuant to Paragraph 18.38, "Record Retention and Inspection/Audit Settlement", of this License; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this License, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the [California Government Code Section 6250 et seq. \(Public Records Act\)](#) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

18.36.2. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Licensee agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### 18.37 Publicity

18.37.1. The Licensee shall not disclose any details in connection with this License to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Licensee's need to identify its services and related clients to sustain itself, the County shall not inhibit the Licensee from publishing its role under this License within the following conditions:

- The Licensee shall develop all publicity material in a professional manner; and
- During the term of this License, the Licensee shall not, and shall not authorize another to, publish or disseminate any commercial

advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Project Manager. The County shall not unreasonably withhold written consent.

18.37.2. The Licensee may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this License with the County of Los Angeles, provided that the requirements of this Paragraph 18.37 (Publicity), will apply.

#### 18.38 Record Retention and Inspection/Audit Settlement

18.38.1. The Licensee shall maintain accurate and complete financial records of its activities and operations relating to this License in accordance with generally accepted accounting principles. The Licensee shall also maintain accurate and complete employment and other records relating to its performance of this License. The Licensee agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this License. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Licensee and shall be made available to the County during the term of this License and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Licensee at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Licensee shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

18.38.2. In the event that an audit of the Licensee is conducted specifically regarding this License by any Federal or State auditor, or by any auditor or accountant employed by the Licensee or otherwise, then the Licensee shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Licensee's receipt thereof, unless otherwise provided by applicable Federal or State law or under this License. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

18.38.3. Failure on the part of the Licensee to comply with any of the provisions of this Paragraph 18.38, shall constitute a material breach of this License upon which the County may terminate or suspend this License.

18.38.4. If, at any time during the term of this License or within five (5) years after the expiration or termination of this License, representatives of the County conduct an audit of the Licensee regarding the work performed under this License, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Licensee, then the difference shall be either: a) repaid by the Licensee to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Licensee from the County, whether under this License or otherwise. If



such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Licensee, then the difference shall be paid to the Licensee by the County by cash payment, provided that in no event shall the County's maximum obligation for this License exceed the funds appropriated by the County for the purpose of this License.

#### 18.39 Accounting Records (Retention / Inspection)

Licensee shall be required to maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursement of Licensee in connection with the Concession. The method of accounting, including bank accounts established for the Concession, shall be separate from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. All documents, books, and accounting records relating to the conduct of the Authorized Activity from the Premises shall be open for inspection and re-inspection by the County at any reasonable time during the License term and for twelve (12) months thereafter, unless County gives written permission to dispose of any such material prior to such time. All such material shall be maintained by Concessionaire at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Licensee shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, and copy or transcribe such material at such other location. In addition, the County may from time to time conduct an audit of these records and observe the conduct of the Authorized Activity on the Premises so that the accuracy of the records can be confirmed. All information obtained in connection with the County's inspections or audit shall be treated as confidential information and exempt from public disclosure, to the extent allowed by law. The County shall not be liable or responsible for the disclosure of any such records, including those marked trade secrets, confidential, or proprietary, unless such disclosure is required under the California Public Records Act, as determined by County Counsel or a court of competent jurisdiction. Such records may include:

Regular books of accounting such as general ledgers;

Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc;

State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sum shown which shall be kept in confidence by the County;

Cash register tapes (daily tapes may be separated) but shall be retained so that from day to day the sales can be identified; and

Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts.

All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded in the sales slip. Said cash registers shall, in all cases, have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in any event, be reset, and in addition thereto, a tape located within the register on which transaction number and sales details are imprinted. Beginning and ending cash registers readings shall be made a matter of daily record. If requested by the County, the County shall be furnished and retain all the reset keys for the cash registers.

The Licensee shall submit a written statement to the Director reflecting the Licensee's profit and loss from the conduct of the Authorized Activity from the Premises, as of the close of business on November 30 and May 31, for each Contract Year 2024 to 2029, and as of the close of business on November 30 and March 31, for each of the Contract Year under option term.

#### 18.40 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Licensee agrees to use recycled-content paper to the maximum extent possible on this License.

#### 18.41 Subcontracting

18.41.1. The requirements of this License may not be subcontracted by the *Licensee without the advance approval of the County*. Any attempt by the Licensee to subcontract without the prior consent of the County may be deemed a material breach of this License.

18.41.2. If the Licensee desires to subcontract, the Licensee shall provide the following information promptly at the County's request:

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

18.41.3. The Licensee shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Licensee employees.

18.41.4. The Licensee shall remain fully responsible for all performances required of it under this License, including those that the Licensee has determined to subcontract, notwithstanding the County's approval of the Licensee's proposed subcontract.

18.41.5. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this License. The Licensee is responsible to notify its Subcontractors of this County right.



18.41.6. The County Contract Project Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Licensee shall forward a fully executed subcontract to the County for their files.

18.41.7. The Licensee shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

18.41.8. The Licensee must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Licensee shall ensure delivery of all such documents to:

Los Angeles County Department of Beaches and Harbors  
13837 Fiji Way, Marina del Rey, 90292  
Attn: Asset Management Division – Beach Concessions

Before any Subcontractor employee may perform any work hereunder.

18.42 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Licensee to maintain compliance with the requirements set forth in Paragraph 18.14, "Licensee's Warranty of Adherence to County's Child Support Compliance Program", shall constitute default under this License. Without limiting the rights and remedies available to the County under any other provision of this License, failure of the Licensee to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this License pursuant to Paragraph 18.44, "Termination for Default", and pursue debarment of the Licensee, pursuant to [County Code Chapter 2.202](#).

18.43 Termination for Convenience

18.43.1. This License may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Licensee specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

18.43.2. After receipt of a notice of termination and except as otherwise directed by the County, the Licensee shall:

- Stop work under this License on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

18.43.3. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Licensee under this License shall be maintained by the Licensee in accordance with Paragraph 18.39, "Accounting Records (Retention / Inspection)".

#### 18.44 Termination for Default

18.44.1. The County may, by written notice to the Licensee, terminate the whole or any part of this License, if, in the judgment of County Contract Project Manager:

- Licensee has materially breached this License; or
- Licensee fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this License; or
- Licensee fails to demonstrate a high probability of timely fulfillment of performance requirements under this License, or of any obligations of this License and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

18.44.2. In the event that the County terminates this License in whole or in part as provided in this Paragraph 18.44, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Licensee shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Licensee shall continue the performance of this License to the extent not terminated under the provisions of this Paragraph 18.44.

18.44.3. Except with respect to defaults of any Subcontractor, the Licensee shall not be liable for any such excess costs of the type identified in this Paragraph 18.44.2, if its failure to perform this License arises out of causes beyond the control and without the fault or negligence of the Licensee. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Licensee. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Licensee and Subcontractor, and without the fault or negligence of either of them, the Licensee shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Licensee to meet the required performance schedule. As used in this Paragraph 18.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

18.44.4. If, after the County has given notice of termination under the provisions of this Paragraph 18.44, it is determined by the County that the Licensee was not in default under the provisions of this Paragraph 18.44, or that the default was

excusable under the provisions of this Paragraph 18.44, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 18.43, "Termination for Convenience".

18.44.5. The rights and remedies of the County provided in this Paragraph 18.44, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

#### 18.45 Termination for Improper Consideration

18.45.1. The County may, by written notice to the Licensee, immediately terminate the right of the Licensee to proceed under this License if it is found that consideration, in any form, was offered or given by the Licensee, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this License or securing favorable treatment with respect to the award, amendment, or extension of this License or the making of any determinations with respect to the Licensee's performance pursuant to this License. In the event of such termination, the County shall be entitled to pursue the same remedies against the Licensee as it could pursue in the event of default by the Licensee.

18.45.2. The Licensee must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

#### 18.46 Termination for Insolvency

18.46.1. The County may terminate this License forthwith in the event of the occurrence of any of the following:

- Insolvency of the Licensee. The Licensee shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Licensee is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Licensee under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Licensee; or
- The execution by the Licensee of a general assignment for the benefit of creditors.

18.46.2. The rights and remedies of the County provided in this Paragraph 18.46, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

#### 18.47 Termination for Non-Adherence of County Lobbyist Ordinance

The Licensee, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Licensee, shall fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Licensee or any County Lobbyist or County Lobbying firm retained by the Licensee to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this License, upon which the County may in its sole discretion, immediately terminate or suspend this License.

#### 18.48 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this License, the County shall not be obligated for the Licensee's performance hereunder or by any provision of this License during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this License in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this License, then this License shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Licensee in writing of any such non-allocation of funds at the earliest possible date.

#### 18.49 Validity

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

#### 18.50 Waiver

No waiver by the County of any breach of any provision of this License shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this License shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 18.50, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

#### 18.51 Warranty Against Contingent Fees

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

18.51.2. For breach of this warranty, the County shall have the right to terminate this License and, at its sole discretion, deduct from the License price or consideration,

or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 18.52 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

Unless Licensee qualifies for an exemption or exclusion, Licensee warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this license will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

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

Failure of Licensee to maintain compliance with the requirements set forth in Paragraph 18.52, "Warranty of Compliance with County's Defaulted Property Tax Reduction Program", shall constitute default under this license. Without limiting the rights and remedies available to County under any other provision of this license, failure of Licensee to cure such default within 10 days of notice shall be grounds upon which County may terminate this license and/or pursue debarment of Licensee, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### 18.54 Time off for Voting

The Licensee shall notify its employees, and shall require each subcontractor notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than 10 days before every statewide election, every Licensee and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

#### 18.55 Compliance with County's Zero Tolerance Policy on Human Trafficking

Licensee acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Licensee or member of Licensee's staff is convicted of a human trafficking offense, the County shall require that the Licensee or member of Licensee's staff be removed immediately from performing services under the License. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Licensee's staff pursuant to this paragraph shall not relieve Licensee of its obligation to complete all work in accordance with the terms and conditions of this License.

## 18.56 Integrated Pest Management (IPM) Program Compliance

18.56.1. Licensee acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Paragraph 18.56 (Integrated Pest Management Program Compliance) can be found at: [www.lacountyipm.org](http://www.lacountyipm.org)

18.56.2. Licensee must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

18.56.3. Employee training may be self-certified by Licensees, provided the County has the ability to audit the training, and include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

18.56.4. All users of commercial pesticides are required by State law to provide monthly pesticide report to the [Los Angeles County Department of Agricultural Commissioner/Weights and Measures \(ACWM\)](#). In addition to the mandatory monthly reporting requirement, Licensee shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.).

## 18.57 Compliance with Fair Chance Employment Hiring Practices

Licensee, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Licensee's violation of this paragraph of the License may constitute a material breach of this License. In the event of such material breach, County may, in its sole discretion, terminate the License.

#### 18.58 Compliance with the County Policy of Equity

The Licensee acknowledges that the County takes its commitment to preserving the dignity and professional of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The licensee further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The licensee, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the licensee, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the licensee to termination of contractual agreements as well as civil liability.

#### 18.59 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Licensee or its subsidiary or Subcontractor ("Proposer/Licensee"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Licensee has provided advice or consultation for the solicitation. A Proposer/Licensee is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Licensee has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Licensee/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County license.

#### 18.60 Injury and Illness Prevention Program

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

#### 18.61 Cancellation

Upon the occurrence of any one or more of the Events of Default set forth in Subparagraph 18.68, "Events of Default", of this License, then this License shall be subject to cancellation by County. As a condition precedent thereto, the Department shall give Licensee ten (10) days' notice by registered or certified mail of the date set for cancellation thereof; specifying the grounds for the cancellation; and stating that an opportunity to be heard thereon will be afforded on or before said date, if a request is made thereof.

Upon cancellation of the License, County shall have the right to terminate the License to use the Premises created hereby and take possession of the Premises, including all improvements, equipment, and inventory located thereon, and use them for the purpose of satisfying and/or mitigating all damages incurred from a breach of this License.

Action by County to effectuate a cancellation and forfeiture of the Concession shall be without prejudice to the exercise of any other rights provided herein and Additional Contract Provisions or by law to remedy a breach of this License.



#### 18.62 Severability

If any provision of this License is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

#### 18.63 Surrender

Upon expiration of the term hereof, or cancellation thereof as herein provided, the Licensee shall peaceably vacate the Premises and any and all improvements located thereon and deliver up the same to County in a clean condition.

#### 18.64 Taxes and Assessments

The property described herein shall be subject to possessory interest taxation or assessment thereon, and in the event thereof, Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the Premises and any improvements located thereon.

Licensee shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used on the Premises.

#### 18.65 Entire Agreement

This License and attachments (Appendices B, C, D & E) attached hereto constitute the entire agreement between the County and Licensee for the Authorized Activity at the Premises contemplated hereby. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, the terms, conditions, promises and covenants relating to the Premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this License shall not render the other provisions thereof unenforceable, invalid or illegal.

This License may be modified only by further written agreement between the parties hereto.

#### 18.66 Interpretation

Unless the context of this Licensee clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive and (iv) "includes" and "including" are not limiting.

#### 18.67 Enforcement

The Director shall be responsible for the enforcement and management of this License Agreement on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration of this Licensee Agreement.



## 18.68 Events of Default

18.68.1. Licensee's neglect, absence, or discontinuance of operations of the Premises.

18.68.2. Failure by the Licensee to make required payments on time, continuing for more than ten (10) days following a written notice requesting payment.

18.68.3. The failure of Licensee to operate in the manner required by this License, where such failure continues for more than ten (10) days after written notice from the Department to correct the circumstances therein specified.

18.68.4. The failure of Licensee to keep, perform, and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than ten (10) days after written notice from the Department for correction thereof, provided that where compliance with such obligation requires activity over a period of time and Licensee shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time may be waived in the manner and to the extent allowed by the Director.

18.68.5. The filing of a voluntary petition in bankruptcy; the appointment of any receiver of Licensee's assets; the making of a general assignment for the benefit of creditors; a petition or answer seeking an arrangement for the reorganization of Licensee under any Federal Reorganization Act, including petitions or answers under Chapters X or XI of the Bankruptcy Act; the occurrence of any act which operates to deprive Licensee permanently of the rights, powers and privileges necessary for the proper conduct and operations of the Concession; the levy of any attachment or execution which substantially interferes with attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

18.68.6. Determination by the Director, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination, or having been practiced by Licensee in violation of State or Federal laws thereon.

18.68.7. Transfer of the controlling interest of Licensee to persons other than those who are in control at the time of the execution of this License without approval by the Director.

## 19.0 UNIQUE TERMS AND CONDITIONS

### 19.1 Environmental

- Compliance with Environmental Laws. Licensee hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of Hazardous Substances on the Premises.
- Notice of Hazardous Release. Licensee shall notify the County when it learns that Hazardous Substances have been released on the Premises.

- Environmental Indemnification. Licensee shall indemnify, defend, ,and hold harmless County, its elected and appointed officers, agents and employees from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, investigation and remediation costs, attorneys fees, and legal expenses arising in whole or in part from the presence of Hazardous Substances, Hazardous Substance Conditions, or pollutants, as such terms may be defined herein or in the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery.
- This provision shall survive the termination of this License.
- Hazardous Substance. "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.
- Hazardous Substance Condition. "Hazardous Substance Condition" shall mean the existence on, under, or relevantly adjacent to, the Premises of a Hazardous Substance that requires remediation and/or removal and/or for it to be otherwise mitigated pursuant to applicable law.

#### 19.2 Health and Safety

Licensee shall meet all federal, state and local health and safety regulations and provide appropriate documentation to County upon request.

#### 19.3 ADA Accommodations

Licensee shall require each employee to provide reasonable assistance, upon request, to individuals with disabilities.

Licensee shall maintain clear paths of travel at least thirty-six (36) inches wide within the Concession Premises and keep them clear to the extent that can be done without moving any fixed equipment (such as refrigerators, freezers, counters, cash registers, or soda machines) or removing any portable equipment or furniture such as portable refrigerators, freezers or display racks.

#### 19.4 Advertising and Promotional Products

Licensee shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior approval thereof is obtained from the Director. Said approval shall not be unreasonably withheld or delayed and shall be deemed to be given if no objection is made within thirty (30) days following the request for approval. The Director's approval shall be deemed reasonably withheld if the content and use of the marketing literature in the manner proposed by the Licensee would constitute a breach of any marketing contract that may have been entered into by the County as part of County marketing and advertising program described in this Subparagraph 19.4. Such materials include, but are not limited to, all media advertising.

#### 19.4.1. County Market and Advertising Program

19.4.2. The licensee acknowledges that the Board of Supervisors has an established advertising program designed to promote additional revenue for the County, and the Licensee agrees to cooperate in this program in the manner described in this Subparagraph 19.4 without compensation from the County for such cooperation.

19.4.3. The Licensee agrees to place on the Premises any advertising that the Director approves under this program. Any advertising approved by the Director under this program shall be placed at County's cost.

19.4.4. The Licensee agrees to rent or sell, along with all other items of merchandise that are part of the Licensee's normal and customary inventory, any item of merchandise that the Director approves under this program, provided that Licensee is authorized to sell it under the terms of the License.

19.4.5. The Licensee agrees that through the County advertising program, merchandise or beverages may be sold or given away on any area more than two hundred (200) feet from the Premises.

19.4.6. The Licensee agrees to cooperate with the County in any exclusive marketing sponsorship agreement the County presently has or may enter into in the future with a beverage company; by exclusively selling on or from the Premises only those beverage brands that are approved by the Director. The exclusive beverage company sponsor would be required by the County to provide its beverages to the Licensee at a competitive price. All advertising on or about the Premises, including without limitation that which is contained on customer serving items (such as, but not limited to, cups, napkins, umbrellas, and chairs) must not carry any depictions, logos or wording that represents in any way (as determined by the Director) another beverage company other than the exclusive beverage company sponsor selected by the County. The Licensee must use any customer serving items (such as, but not limited to, cups, napkins, umbrellas, and chairs) as provided by the exclusive beverage company sponsor and approved by the Director as long as such items are either provided free of charge or at a competitive price. The Licensee shall comply with the terms of this Paragraph 19.4 upon 30-day written notice being given to the Licensee from the Director.

#### 19.5 Registration on County WEBVEN

Prior to a contract award, all potential contractors must register on the County's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the internet by accessing the County's home page at

<https://camisvr.co.la.ca.us/Webven>

## 19.6 Artificial Trans Fat Reduction Program

Licensee agrees that it will participate in the County's Artificial Trans Fat Reduction (ATFR) Program, which mandates that no foods containing five-tenths (0.5) grams or more of artificial trans-fat per serving be stored, distributed, held for service, and/or used in the preparation of any menu item or in the Concession Premises, except for food that is being served directly to consumers in a manufacturer's original sealed package. Contractor shall provide the written certification attached hereto as Appendix D-Form 9, "Voluntary Artificial Trans Fat Reduction (ATFR) Program Application" stating that it has reviewed and is familiar with the requirements of the ATFR Program and will promptly obtain approval as a participant from the County's Public Health Department. Further information can be found at:

<http://www.lapublichealth.org/phcommon/public/eh/transfat/index.cfm>

Within five (5) days of the County's execution of this License, Licensee shall submit to the County's Public Health Department all required application materials for participation in the ATFR Program, and shall thereafter diligently pursue approval as an ATFR participant. Contractor's failure to do either of the foregoing shall constitute a material breach of this License and shall be grounds for immediate termination by the County. County shall have the right, in its sole discretion, to extend the time limit for submission of any and all application documents.

Upon County's approval of the Licensee's participation in the ATFR Program, Licensee shall have the same rights and obligations as any voluntary member of the ATFR Program (e.g., use of Program decal/logo, status updating, etc.), except for the right to terminate participation and as otherwise set forth herein.

In addition to any remedies provided the County by the ATFR Program's rules, any failure by Licensee to comply with the ATFR Program standards shall constitute a material breach of this License entitling the County to terminate the License in its entirety or, if the Licensee provides service to multiple Concession Premises, with respect to the non-compliant facility. Prior to and/or in lieu of termination, the County may also, at its discretion, do any or all of the following:

- Impose liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Licensee's breach of this Subparagraph 19.6. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per non-compliant facility and that Licensee shall be liable to County for that amount.
- Require removal of all ATFR Program logo, signage and other advertising materials from the non-compliant Concession Premises and from any other location where such materials are used by the Licensee, including without limitation menus, menu boards, and dining table tent cards.
- Require Licensee to cure its non-compliance with ATFR Program standards within a period prescribed by the County, in its discretion.

## 19.7 Edible Food Donation

- 19.7.1. Licensee must recover the maximum amount feasible of Edible Food, consistent with food safety requirements, and arrange to provide such Edible Food to a Food Recovery Organization/Service.
- 19.7.2. Licensee must not intentionally cause or allow the spoilage of Edible Food capable of being recovered.
- 19.7.3. Licensee must keep records of the following and provide them to the County's Project Monitor on a quarterly basis:
  - The name, address, and point of contact of each Food Recovery Organization/Service that has collected Edible Food from the Licensee.
  - Copies of all contracts, agreements and written communications with each Food Recovery Organization/Service that has collected edible Food from Licensee.
  - The types, established frequency, and quantity, measured in pounds, of Edible Food that has been provided to each Food Recovery Organization/Service each month.
  - The types and amounts, measured in pounds, of Edible Food that has been made available to, but that was not accepted by a Food Recovery Organization/Service.

## 19.8 Green Initiatives

Licensee shall use reasonable efforts to initiate environmentally friendly practices for the purposes of environmental and energy conservation. Licensee shall notify County Contract Project Manager of any new green initiatives prior to the commencement of the license.

### Reduce Single-Use Plastics

The Licensee acknowledges that County places a high priority on the implementation of Board Policy 3.185, Reduce Single-Use Plastics, and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

**Procurement Data Reporting:** The Licensee will keep a monthly record of purchases of single-use products including: product type, brand name, quantity purchased, and unit cost. Data will be provided to the County's Project Monitor along with other regular reports and be available upon request.

### Organic Waste Management

As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per [Board Policy 3.190](#) and Senate Bill (SB) 1383.

- The Licensee must not dispose of green waste material(s) in a landfill. The Licensee must identify methods for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.
- All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic waste processing facility, then the Licensee must provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Licensee must train facility staff in managing the green waste to compost the acceptable materials.
- The Licensee must identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. The Licensee must provide a report to the County's Project Manager as to methods they have used to prevent contamination of green waste. As needed, Licensee must train Licensee's staff on measures needed to comply with County's directive to prevent contamination of green waste.

#### 19.9 Local Small Business Enterprise (LSBE) Preference Program

- 19.9.1. The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).
- 19.9.2. The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>
- 19.9.3. Businesses requesting the LSBE preference must complete and submit Form 8 (Request for Preference Consideration) in Appendix D (Required Forms) and submit their LSBE certification approval letter ("Certification for Non-Federally Funded Solicitations") from the DCBA with their bid.
- 19.9.4. The Licensee will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 19.9.5. The Licensee will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 19.9.6. If the Licensee has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this license to which it would not otherwise have been entitled, Licensee will:

- Pay to the County any difference between the license amount and what the County's rent would have been if the license had been properly awarded;
- In addition to the amount described in the preceding paragraph, be assessed a penalty in an amount of not more than ten (10) percent of the amount of the license; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

#### 19.10 Social Enterprise (SE) Preference Program

- 19.10.1. The County will apply the SE preference during the solicitation process to businesses that meet the definition of a SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 19.10.2. The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 19.10.3. Businesses must complete and submit Form 8 (Request for Preference Consideration) in Appendix D (Required Forms) and submit their SE certification approval letter ("Certification for Non-Federally Funded Solicitations") from the DCBA with their bid.
- 19.10.4. The Licensee must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 19.10.5. The Licensee must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 19.10.6. If the Licensee has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this license to which it would not otherwise have been entitled, Licensee will:
  - Pay to the County any difference between the license amount and what the County's rent would have been if the license had been properly awarded;



- In addition to the amount described in the preceding paragraph, be assessed a penalty in an amount of not more than ten (10) percent of the amount of the license; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

#### 19.11 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 19.11.1. The County will apply the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).
- 19.11.2. The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 19.11.3. Businesses requesting the DVBE preference must complete and submit Form 8 (Request for Preference Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their bid.
- 19.11.4. The Licensee must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 19.11.5. The Licensee must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 19.11.6. If the Licensee has obtained County certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this license to which it would not otherwise have been entitled, Licensee shall:
  - Pay to the County any difference between the license amount and what the County's rent would have been if the license had been properly awarded;
  - In addition to the amount described in the preceding paragraph, be assessed a penalty in an amount of not more than ten (10) percent of the amount of the license; and



- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## 20.0 **SURVIVAL**

In addition to any terms and conditions of this License that expressly survive expiration or termination of this License by their terms, the following provisions will survive the expiration or termination of this License for any reason:

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Authorized Activity)

Paragraph 4.0 (Term of License)

Paragraph 6.0 (Rent)

Paragraph 8.0 (Security Deposit)

Paragraph 9.0 (Concession Premises)

Paragraph 11.0 (Maintenance / Demand for Reimbursement)

Paragraph 12.0 (Licensee's Operating Responsibilities)

Paragraph 17.7 (Confidentiality)

Paragraph 18.1 (Amendments)

Paragraph 18.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 18.6 (Compliance with Applicable Laws)

Paragraph 18.19 (Fair Labor Standards)

Paragraph 18.20 (Force Majeure)

Paragraph 18.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 18.23 (Indemnification)

Paragraph 18.24 (General Provision for all Insurance Coverage)

Paragraph 18.25 (Insurance Coverage)

Paragraph 18.26 (Liquidated Damages)

Paragraph 18.34 (Notices)

Paragraph 18.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 18.43 (Termination for Convenience)

Paragraph 18.44 (Termination for Default)

Paragraph 18.49 (Validity)

Paragraph 18.50 (Wavier)

Paragraph 18.59 (Prohibition from Participation in Future Solicitation(s))

Paragraph 20.0 (Survival)

IN WITNESS WHEREOF, Licensee has executed this License, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this License to be executed on its behalf by the Director of the Department of Beaches and Harbors and attested by the Executive Office-Clerk of the Board of Supervisors thereof, the month, the day and year first above written.

LICENSEE: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Gary Jones, Director  
Department of Beaches and Harbors

ATTEST:

JEFF LEVINSON,  
Interim-Executive Officer-Clerk of the  
Board of Supervisors

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

APPROVED AS TO FORM:

DAWYN HARRISON  
County Counsel

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024	
<b>BOARD MEETING DATE</b>	3/19/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Beaches and Harbors (DBH)	
<b>SUBJECT</b>	Request approval to increase the aggregate annual amount for the As-Needed Environmental Consulting Services Master Agreement by \$500,000 for the remaining third option year and, if exercised, the fourth and final renewal option year of the Master Agreement, to fund the increased need for environmental consulting services to meet compliance directives related to septic system monitoring in County-owned, controlled, and managed beaches and to address increasing regulatory requirements at Marina del Rey and County-owned, controlled, and managed beaches.	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$1,000,000	Funding source: DBH's Fiscal Year (FY) 2023-24 Final Adopted Budget for this contract is \$250,000. One-time funding of \$750,000 will be requested in the Department's FY 2024-25 Recommended Budget
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	DBH is seeking to request the approval of the recommended actions which will allow the DBH to increase the annual contract amount for the As-Needed Environmental Consulting Services Master Agreements previously approved by your Board on February 19, 2019, after initial approval of the Master Agreements on April 3, 2018. The recommended action will increase the maximum annual amount from \$500,000 to \$1,000,000, not including the additional 10% available annually for unforeseen services.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Department has a responsibility to maintain and operate septic systems at County-owned, controlled and managed beaches, and ensure the proper treatment of sewage is regulated by the 18 discharge permits issued by the California State Water Resources Control Board (CSWRCB). The permits require monitoring and reporting of the septic systems' performance, and the failure to do so would result in State-issued permit violations and fines to the Department.</p> <p>This increase will allow the Department to streamline the permit-required monitoring and reporting activities and utilize its qualified contractors to ensure the septic systems will be monitored properly and reported as required to the CSWRCB. Also, allow the Department to address other increasing regulatory requirements and continue to ensure</p>	

	sensitive environmental resources are protected from incidental harm during the performance of regular maintenance tasks in Marina del Rey and County-owned, controlled, and managed beaches. The requested services are provided on an as-needed basis.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Gary Jones, Director, (424) 526-7771, <a href="mailto:GJones@bh.lacounty.gov">GJones@bh.lacounty.gov</a> Amy Caves, Chief Deputy Director, (424) 526-7773, <a href="mailto:ACaves@bh.lacounty.gov">ACaves@bh.lacounty.gov</a>



Caring for Our Coast

♦ ♦ ♦  
**Gary Jones**  
Director

**Amy M. Caves**  
Chief Deputy Director

**Carol Baker**  
Deputy Director

**LaTayvius R. Alberty**  
Deputy Director

March 19, 2024

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:

**INCREASE AMOUNT TO AS-NEEDED ENVIRONMENTAL  
CONSULTING SERVICES MASTER AGREEMENT  
(SUPERVISORIAL DISTRICTS 2, 3 AND 4)  
(3 VOTES)**

**SUBJECT**

This action is to request approval to increase the aggregate annual amount for the As-Needed Environmental Consulting Services Master Agreement by \$500,000 for the fourth and last renewal option year of the Master Agreement, to fund the increased need for environmental consulting services to meet compliance directives related to septic system monitoring in County-owned, controlled, and managed beaches and to address increasing regulatory requirements at Marina del Rey and County-owned, controlled, and managed beaches.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed action is not subject to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Approve an increase to the maximum annual amount for the As-Needed Environmental Consulting Services Master Agreement from \$500,000 to \$1,000,000, effective upon Board approval, for the fourth optional renewal year, increasing the maximum aggregate amount for all executed Master Agreements from \$3,850,000 to \$4,400,000 which is inclusive of an additional 10% annually for unforeseen services.



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

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

Approval of the recommended actions will allow the Department of Beaches and Harbors (Department) to increase the annual contract amount for the As-Needed Environmental Consulting Services Master Agreements previously approved by your Board on February 19, 2019, after initial approval of the Master Agreements on April 3, 2018. The recommended action will increase the maximum annual amount from \$500,000 to \$1,000,000, not including the additional 10% available annually for unforeseen services.

The Department has a responsibility to maintain and operate septic systems at County-owned, controlled and managed beaches, and ensure the proper treatment of sewage is regulated by the 18 discharge permits issued by the California State Water Resources Control Board (CSWRCB). The permits require monitoring and reporting of the septic systems' performance, and the failure to do so would result in State-issued permit violations and fines to the Department.

This increase will allow the Department to streamline the permit-required monitoring and reporting activities and utilize its qualified contractors to ensure the septic systems will be monitored properly and reported as required to the CSWRCB. Also, allow the Department to address other increasing regulatory requirements and continue to ensure sensitive environmental resources are protected from incidental harm during the performance of regular maintenance tasks in Marina del Rey and County-owned, controlled, and managed beaches. The requested services are provided on an as-needed basis.

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

Approval of the increase to the As-Needed Environmental Consulting Services Master Agreements will promote and further Board-approved Strategic Plan Goal II, Foster Vibrant and Resilient Communities, Strategy II.2, by enabling the Department to operate well maintained recreational County facilities and preventing potential public health and environmental hazards at County-owned, controlled, and managed beaches.

### **FISCAL IMPACT/FINANCING**

Upon your Board's approval, the maximum annual amount for the As-Needed Environmental Consulting Services Master Agreements will increase from \$500,000 to \$1,000,000 for the fourth and last optional renewal year, and if exercised, the maximum aggregate amount for all executed Master Agreements will increase from \$3,850,000 to \$4,400,000, which is inclusive of an additional 10% annually for unforeseen services.

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

There is sufficient appropriation in the Department's Fiscal Year (FY) 2023-24 Final Adopted Budget to partially fund the contract services. One-time funding will be requested in the Department's FY 2024-25 Recommended Budget to fully fund the contract services, which will be offset by departmental savings.

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

The approval of this action does not change any terms and conditions related to the subject Master Agreement.

All delegated authority and Master Agreement terms and conditions remain as previously approved by your Board.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed action 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. The proposed action is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

### **CONTRACTING PROCESS**

There are currently 18 contractors on this Master Agreement with varying specialties, including biologists, certified arborists, environmental specialists and water quality specialists. As required, the Department will use the Master Agreement's selection procedure to choose the contractor(s) to provide needed environmental consulting services.



The Honorable Board of Supervisors

March 19, 2024

Page 4

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

There is no negative impact on current services or projects. Approval of this action will provide increased funding for the Department's continued use of contractors to provide essential environmental consulting services.

**CONCLUSION**

Upon Board approval, please authorize the Executive Officer of the Board to send an adopted copy of the Board letter to the Department of Beaches and Harbors.

Respectfully submitted,

Gary Jones  
Director

GJ:AV:kd

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>	2/28/2024	
<b>BOARD MEETING DATE</b>	3/19/2024	
<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>	Public Works is seeking Board approval of the final map for Tract 68400 in the County unincorporated community of Arcadia and acceptance of grants and dedications as indicated on the final map.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	The purpose of the recommended action is to approve the final map for Tract 68400. The proposed final map consists of 11.36 gross acres and will create 277 condominium units on six lots.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Board approved a vesting tentative tract map for this subdivision on October 30, 2012. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.</p> <p>Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.</p> <p>The grants and dedications, as indicated on the final map, are necessary for construction and maintenance of public infrastructure required by the County for this development.</p>	
<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 Sustainability/Homelessness by creating needed housing in the Arcadia area and generating future property tax revenue.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Arthur Vander Vis, 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

March 19, 2024

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:

**MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT 68400 AND  
ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION  
THEREWITH IN UNINCORPORATED ARCADIA  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the final map for Tract 68400 in the County unincorporated community of Arcadia and acceptance of grants and dedications as indicated on the final map.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the approval of the final map for Tract 68400 is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Make findings as follows:
  - a. That the proposed subdivision complies with the applicable requirements and conditions imposed pursuant to the State Subdivision Map Act (Government Code, Section 66410, et seq.) and the County of Los Angeles Subdivision Ordinance (Los Angeles County Code, Title 21) and is in substantial conformance with the Vesting Tentative Tract Map 68400, previously approved by the Board on October 30, 2012.

DRAFT

- b. That division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not unreasonably interfere with the free and complete exercise of any rights of way or easements owned by any public entity and/or public utility in accordance with Government Code, Section 66436, subsections (a)(3)(A)(i), of the State Subdivision Map Act.
3. Approve the final map for Tract 68400.
4. Accept grants and dedications as indicated on the final map for Tract 68400.

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

The purpose of the recommended actions is to approve the final map for Tract 68400 (enclosed). The proposed final map consists of 11.36 gross acres and will create 277 condominium units on six lots. The 277 condominium units will benefit the public by allowing for the construction of additional housing to help address the County's housing demands.

The Board approved a vesting tentative tract map for this subdivision on October 30, 2012. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.

Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.

The grants and dedications, as indicated on the final map, are necessary for construction and maintenance of public infrastructure required by the County for this development.

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

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions allows the County to record the final map, which will maximize property tax revenue.

DRAFT

### **FISCAL IMPACT/FINANCING**

There will be no adverse impact to the County General Fund. The 277 condominium units created by the recordation of this final map will generate additional property tax revenue that is shared by all taxing entities.

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

The approval of the final map is subject to provisions of the State Subdivision Map Act [Government Code, Sections 66410, et seq.; 66458, subsection (a); 66473; 66474.1; 66436, subsections (a)(3)(A)(i); and 66427.1, subsection (A)], which states that a legislative body shall not deny approval of a final map if it has previously approved a tentative map for the proposed subdivision and finds that the final map is in substantial conformance with the previously approved tentative map.

The final map has been reviewed by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with local ordinances and the State Subdivision Map Act. Public Works' review indicates that the subdivision is substantially the same as it appears on the approved tentative map, that all State and local provisions and legal requirements have been met on this final map, and that the final map is technically correct.

All agreements and improvement securities, which were required as a condition of the approval of the final map, have been accepted on behalf of the County by the appropriate official.

### **ENVIRONMENTAL DOCUMENTATION**

On October 30, 2012, the Board certified and adopted the Mitigated Negative Declaration for Vesting Tentative Tract Map 68400, which was completed in compliance with the California Environmental Quality Act (CEQA) and the State and County CEQA guidelines, and found no substantial evidence that the project will have a significant effect on the environment.

The proposed actions to approve the final subdivision map are ministerial actions and are thereby exempt from CEQA by Section 15268, subsections (b)(3), of the State CEQA guidelines and Section 21080, subsections (b)(1), of the California Public Resources Code.

DRAFT

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

There will be no negative impact on current County services or projects as a result of approving the final map for Tract 68400.

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Land Development Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

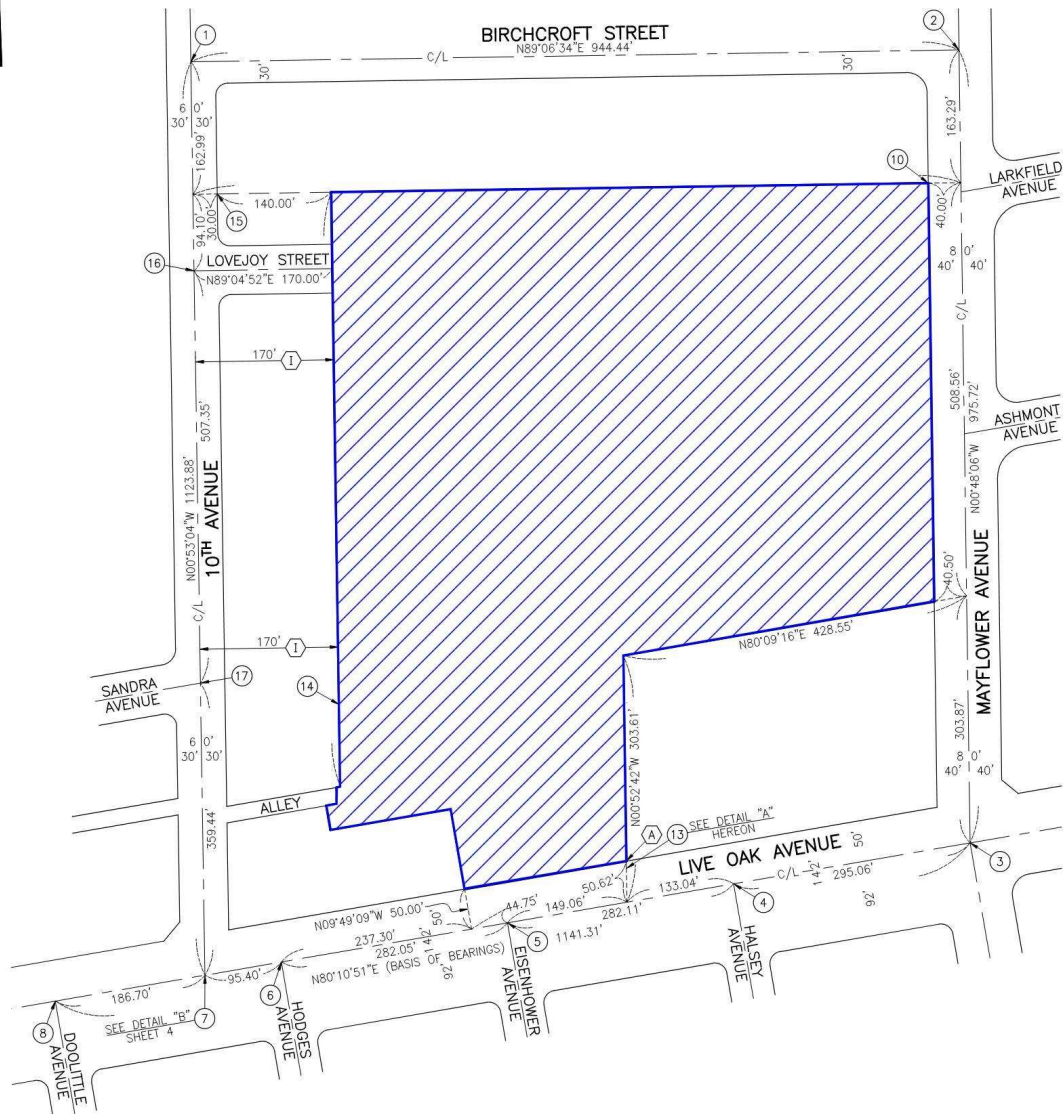
MP:JHC:tb

Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Department of Regional Planning

VESTING  
**TRACT NO. 68400**IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA  
FOR CONDOMINIUM PURPOSES

BOUNDARY ESTABLISHMENT



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024	
<b>BOARD MEETING DATE</b>	3/19/2024	
<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>	Public Works is seeking Board approval of the final map for Tract 52796 in the County unincorporated community of Stevenson Ranch and acceptance of grants and dedications as indicated on the final map.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	The purpose of the recommended action is to approve the final map for Tract 52796. The proposed final map consists of 229.51 acres and will create 102 residential lots, one pump station lot, one water tank lot, seven debris basin lots, one water-quality basin lot, one lot for private driveway and fire lane purposes, and eight open-space lots.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Regional Planning Commission approved a vesting tentative tract map for this subdivision on August 17, 2016. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.</p> <p>Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.</p> <p>The grants and dedications, as indicated on the final map, are necessary for construction and maintenance of public infrastructure required by the County for this development.</p>	
<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 Sustainability/Homelessness by creating needed housing in the Stevenson Ranch area and generating future property tax revenue.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Arthur Vander Vis, 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

March 19, 2024

IN REPLY PLEASE  
REFER TO FILE:

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

DRAFT

Dear Supervisors:

**MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT 52796 AND  
ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION  
THEREWITH IN UNINCORPORATED STEVENSON RANCH  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the final map for Tract 52796 in the County unincorporated community of Stevenson Ranch and acceptance of grants and dedications as indicated on the final map.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the approval of the final map for Tract 52796 is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Make findings as follows:
  - a. That the proposed subdivision complies with the applicable requirements and conditions imposed pursuant to the State Subdivision Map Act (Government Code, Section 66410, et seq.) and the County of Los Angeles Subdivision Ordinance (Los Angeles County Code, Title 21) and is in substantial conformance with the Vesting Tentative Tract Map 52796, previously approved by the Regional Planning Commission on August 17, 2016.

DRAFT

- b. That division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not unreasonably interfere with the free and complete exercise of any rights of way or easements owned by any public entity and/or public utility in accordance with Government Code, Section 66436, subsections (a)(3)(A)(i), of the State Subdivision Map Act.
3. Approve the final map for Tract 52796.
4. Accept grants and dedications as indicated on the final map for Tract 52796.

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

The purpose of the recommended actions is to approve the final map for Tract 52796 (enclosed). The proposed final map consists of 229.51 acres and will create 102 residential lots, one pump station lot, one water tank lot, seven debris basin lots, one water-quality basin lot, one lot for private driveway and fire lane purposes, and eight open-space lots. The 102 residential lots will benefit the public by allowing for the construction of additional housing to help address the County's housing demands.

The Regional Planning Commission approved a vesting tentative tract map for this subdivision on August 17, 2016. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.

Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.

The grants and dedications, as indicated on the final map, are necessary for construction and maintenance of public infrastructure required by the County for this development.

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

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions allows the County to record the final map, which will maximize property tax revenue.

DRAFT

### **FISCAL IMPACT/FINANCING**

There will be no adverse impact to the County General Fund. The 102 residential units created by the recordation of this final map will generate additional property tax revenue that is shared by all taxing entities.

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

The approval of the final map is subject to provisions of the State Subdivision Map Act [Government Code, Sections 66410, et seq.; 66458, subsection (a); 66473; 66474.1; 66436, subsections (a)(3)(A)(i); and 66427.1, subsection (A)], which states that a legislative body shall not deny approval of a final map if it has previously approved a tentative map for the proposed subdivision and finds that the final map is in substantial conformance with the previously approved tentative map.

The final map has been reviewed by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with local ordinances and the State Subdivision Map Act. Public Works' review indicates that the subdivision is substantially the same as it appears on the approved tentative map, that all State and local provisions and legal requirements have been met on this final map, and that the final map is technically correct.

All agreements and improvement securities, which were required as a condition of the approval of the final map, have been accepted on behalf of the County by the appropriate official.

### **ENVIRONMENTAL DOCUMENTATION**

On August 17, 2016, the Regional Planning Commission certified and adopted the Final Environmental Impact Report for Vesting Tentative Tract Map 52796, which was completed in compliance with the California Environmental Quality Act (CEQA) and the State and County CEQA guidelines.

The proposed actions to approve the final subdivision map are ministerial actions and are thereby exempt from CEQA by Section 15268, subsections (b)(3), of the State CEQA guidelines and Section 21080, subsections (b)(1), of the California Public Resources Code.

DRAFT

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

There will be no negative impact on current County services or projects as a result of approving the final map for Tract 52796.

**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

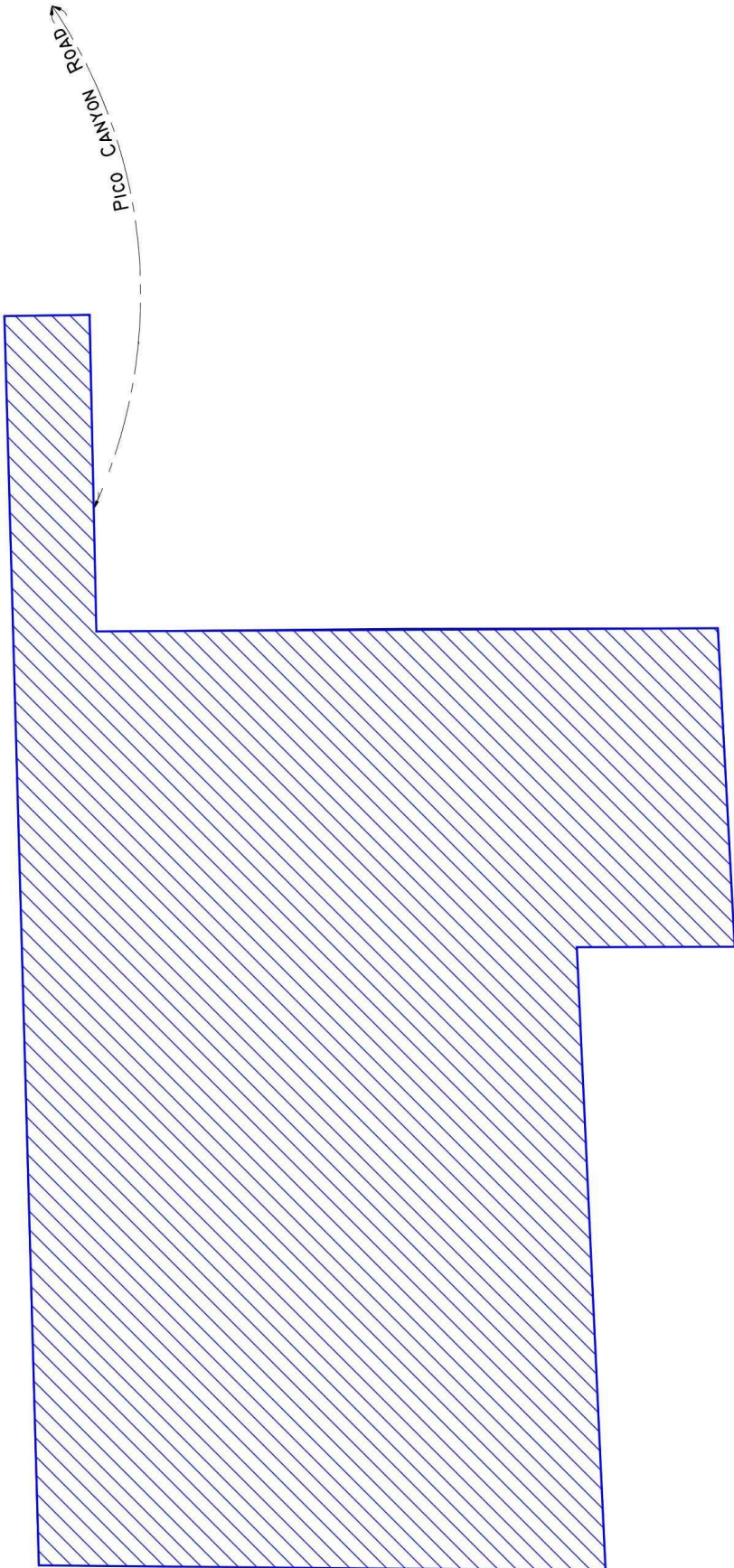
SCALE: 1" = 300'

# VESTING TRACT NO. 52796

IN THE UNINCORPORATED TERRITORY OF THE COUNTY  
OF LOS ANGELES, STATE OF CALIFORNIA

SHEET INDEX

SHEET 4 OF 19 SHEETS



## LEGEND

⑤

INDICATES SHEET NUMBER



INDICATES THE BOUNDARY OF THE LAND  
BEING SUBDIVIDED BY THIS MAP

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024			
<b>BOARD MEETING DATE</b>	3/19/2024			
<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>	Los Angeles County Waterworks District No. 40, Antelope Valley, Approval of Water Supply Assessment for the Avanti North Project			
<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>	<table border="1"> <tr> <td>Total cost: \$0</td><td>Funding source: N/A</td></tr> </table>		Total cost: \$0	Funding source: N/A
Total cost: \$0	Funding source: N/A			
	TERMS (if applicable): N/A			
	Explanation: There will be no impact to the County General Fund.			
	There will be no negative impact on current County services or projects during the performance of these actions.			
<b>PURPOSE OF REQUEST</b>	To approve the Water Supply Assessment for the Avanti North Project in the City of Lancaster, authorize signing of the Water Supply Assessment Notice of Determination, and submit both to the City of Lancaster for the Avanti North Project's environmental documentation.			
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The California Water Code requires the District to prepare an assessment for certain projects in the District's service area or sphere of influence subject to the California Environmental Quality Act. The assessment must include a discussion of whether the District's total projected water supplies available during normal and single- and multiple-dry water years during a 20-year projection will meet the projected water demand associated with the Avanti North Project in addition to the District's existing and planned future water uses.</p> <p>The project is a proposed development of 237 acres located in the City of Lancaster. The project consists of 873 residential single-family homes and 20 acres of neighborhood parks and open space. The proposed project water demands are approximately 779 acre-feet per year.</p> <p>The District does not anticipate any water supply issues arising from the project.</p>			
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Water Supply Assessments compare new developments to the local Waterworks Urban Water Management Plan. These plans assess long range water supply impacts from population and other growth through a multi-step review and development process with the public, school districts and other educational institutions, community-based organizations, community councils, and other public and community agencies. This open communication ensures representation for the County's most disadvantaged communities are part of the Urban Water Management Plan development process.			

<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 Water Supply Assessment will promote sound, prudent, and transparent policies and practices that help preserve our water resources while preserving the quality of life for County residents.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Adam Ariki, Interim Deputy Director, (626) 458-4012, cell (626) 476-6703, <a href="mailto:aaiki@pw.lacounty.gov">aaiki@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:

WW-0

March 19, 2024

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA  
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY  
APPROVAL OF WATER SUPPLY ASSESSMENT  
FOR THE AVANTI NORTH PROJECT  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the Water Supply Assessment for the proposed Avanti North Project in the City of Lancaster and to authorize the Director of Public Works or his designee to sign the Water Supply Assessment Senate Bill 610 Water Code Section 10910 et seq., Notice of Determination for the proposed Avanti North Project.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY:**

1. Find that the recommended action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act pursuant to Section 21065 of the Public Resources Code and Section 15378(b) of the California Environmental Quality Act Guidelines and is exempt under Section 15061(b)(3).



2. Approve the Water Supply Assessment for the Avanti North Project in the City of Lancaster.
3. Authorize the Director of Public Works or his designee to sign the Water Supply Assessment Senate Bill 610 Water Code Section 10910 et seq., Notice of Determination for the proposed Avanti North Project.

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

The purpose of the recommended actions is to approve the Water Supply Assessment (WSA) (Enclosure A) for the proposed Avanti North Project in the City of Lancaster as required by California Water Code Section 10910 et seq., and Senate Bill 610, Notice of Determination (Enclosure B) showing Los Angeles County Waterworks District No. 40, Antelope Valley (District), has sufficient water supply to provide for the proposed development.

The 237-acre proposed development at the southeast corner of Avenue K and 70th Street West in Lancaster consists of 873 residential single-family homes and 20 acres of neighborhood parks and open space. The project's estimated water demand is approximately 779 acre-feet per year. The development will create the much-needed housing for the region.

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

These recommendations support the County Strategy Plan: Strategy II.3, Make Environmental Sustainability Our Daily Reality; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions promote sound, prudent, and transparent policies and practices that help ensure the maintenance of critical, high-priority County public services to protect and preserve our precious water resources while preserving the quality of life for County residents.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

Sufficient funds are included in the District's General Fund (N63 – Services and Supplies) Fiscal Year 2023-24 Budget to cover the minor costs of the document review and confirmation that it conforms to our Urban Water Management Plan.

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

California Water Code Section 10910 et seq., also known as Senate Bill 610, requires the District to prepare WSAs for certain proposed projects within its service area or sphere of influence subject to CEQA. The WSA must include a discussion of whether the District's total projected water supplies available during normal and single- and multiple-dry water years during a 20-year projection will meet the projected water demand associated with the project in addition to the District's existing and planned future water uses. Pursuant to California Water Code Section 10910(g)(1), the Board must approve the assessment at a regular or special meeting.

Based on the District's 2020 Urban Water Management Plan adopted by the Board on October 19, 2021, the assessment shows the District has sufficient supplies to meet the demands of the project in addition to existing and planned future uses.

Consistent with the provisions of Senate Bill 610, neither the WSA nor its approval shall be construed to create a right or entitlement to water service or any specific level of water service and shall not impose, expand, or limit any duty concerning the obligation of the District to provide certain service to its existing customers or any future potential customers.

The WSA does not constitute a will-serve, plan of service, or agreement to provide water service to the project and does not entitle or approve any project, project applicant, or any other person or entity to any right, priority, or allocation in any supply, capacity, or facility. To receive water service, the proposed project would be subject to an agreement with the District, together with applicable fees, charges, plans and specifications, conditions, and other applicable District requirements in place and as amended from time to time. Nor does anything in the WSA prevent or otherwise interfere with the District's discretionary authority to declare a water shortage emergency in accordance with the California Water Code.

## **ENVIRONMENTAL DOCUMENTATION**

The District is required to approve a WSA for the project and submit it to the City under California Water Code Section 10910(g)(1). This action does not constitute an approval of a project under Section 21065 of the Public Resources Code and is excluded from the definition of a project pursuant to Section 15378(b)(5) of the CEQA Guidelines because it is an administrative activity of government that will not result in direct or indirect physical changes in the environment. Further, CEQA applies only to projects that have the potential to cause a significant effect on the environment. The proposed action includes

an assessment of water supply. Pursuant to California Water Code Section 10911(b), the City, as the land-use authority responsible for approving the proposed project in question and the lead agency under CEQA for the proposed project, is required to include the WSA provided by the District in the Environmental Impact Report the City is preparing for the proposed project. Approval of the WSA does not approve or authorize any project under CEQA, including the proposed project. Prior to proceeding with any activity that would constitute a project, appropriate findings under CEQA and approval of the project activities would be necessary.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Los Angeles County 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.

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

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

**CONCLUSION**

Please return an adopted copy of this letter to Public Works, Waterworks Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:RB:jl

Enclosures

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

# Water Supply Assessment

---

## Avanti-North Lancaster, California

---

**January 2024**  
(October 2023 – Revised)

*Prepared for:*



**City Ventures Communities**  
3121 Michelson Drive, Suite 150  
Irvine, CA 92612

*Prepared by:*



**Pacific Advanced Civil Engineering, Inc.**  
17520 Newhope Street, Suite 200  
Fountain Valley, CA 92708  
714-481-7300

*Contact Person:*

Jacob Peterson, PE  
Matthew Mills, EIT



PACE A322

# Table of Contents

---

<b>1 Purpose of Report</b> .....	<b>2</b>
1.1 Senate Bill 610 .....	2
<b>2 Project Description and Water Demand</b> .....	<b>3</b>
<b>3 2020 Urban Water Management Plan (UWMP)</b> .....	<b>6</b>
3.1 Water Use .....	6
3.2 Water Supply.....	8
3.3 SB X7-7 District 40 Baseline and Targets.....	10
3.3.1 Recycled Water .....	10
3.3.2 New Water Supply.....	10
3.3.3 Water Supply During Dry Years .....	10
3.4 UWMP Water Availability Summary.....	14
<b>4 Water Supply Entitlements, Rights, &amp; Service Contracts</b> .....	<b>15</b>
4.1 Imported Water.....	15
4.2 Groundwater.....	15
4.3 Recycled Water .....	15
4.4 Summary .....	16
<b>5 Groundwater</b> .....	<b>17</b>
5.1 Groundwater Basin Description .....	17
<b>6 Conclusion</b> .....	<b>19</b>
<b>7 References</b> .....	<b>20</b>

## Tables:

Table 2-1: Land Use Summary .....	3
Table 2-2: Single Family Residential Acreage for Avanti-North.....	3
Table 2-3: Maximum Applied Water Allowance and Estimated Total Water Use Calculation Summary .....	4
Table 2-4: Yearly Water Demand Estimate for Avanti North .....	4
Table 3-1: Potable and Non-Potable Water Use.....	6
Table 3-2: Retail Water Supplies – Projected (2020 UWMP Table 6-9).....	9
Table 3-3: SB X7-7 2020 Compliance Form .....	10
Table 3-4: Average and Single Dry Year Supply and demand Comparison .....	11
Table 3-5: Multiple Dry Years Supply and Demand Comparison (2020 UWMP Table 7-4).....	12
Table 5-1: District 40 Groundwater Volumes Available. ....	18

## Figures:

Figure 2-1: Site Map.....	5
Figure 3-1: District 40 Service Area .....	7
Figure 3-2: Available Water Supply vs Projected Demand (Normal Water Year) .....	9

## Appendix:

Appendix A – Landscape ETWU Calculation	
Appendix B – Landscape MAWA Calculation	
Appendix C – Specific Plan Land Use	
Appendix D - Groundwater Basin Judgment / Adjudication	

# 1 Purpose of Report

---

To address uncertainty regarding water supply and provide a more detailed understanding of water availability for individual projects, the California State Legislature adopted Senate Bill 610 (SB 610). SB 610 requires that water supply availability be analyzed and documented as a part of the land use planning process to allow for a more collaborative planning effort between local water suppliers, cities, and counties.

## 1.1 Senate Bill 610

To be in compliance with SB 610, proposed projects shall conduct a Water Supply Assessment (WSA), which will need to be included in environmental documentation subject to the California Environmental Quality Act (CEQA). SB 610 §10912 defines a “project” that will require a WSA to be completed as any development that contains one of the following elements:

- (1) A Proposed Residential Development of More Than 500 Dwelling Units.
- (2) A Proposed Shopping Center or Business Establishment Employing More Than 1,000 Persons or Having More Than 500,000 Square Feet of Floor Space.
- (3) A Proposed Commercial Office Building Employing More Than 1,000 Persons or Having More Than 250,000 Square Feet of Floor Space.
- (4) A Proposed Hotel or Motel, Or Both, Having More Than 500 Rooms.
- (5) A Proposed Industrial, Manufacturing, Or Processing Plant, Or Industrial Park Planned to House More Than 1,000 Persons, Occupying More Than 40 Acres of Land, Or Having More Than 650,000 Square Feet of Floor Area.
- (6) A Mixed-Use Project That Includes One Or More of the Projects Specified in This Subdivision.
- (7) A Project That Would Demand an Amount of Water Equivalent to, Or Greater Than, The Amount of Water Required by A 500 Dwelling Unit Project.

The proposed development, Avanti-North, contains more than 500 dwelling units; therefore, qualifies as a project and requires a WSA pursuant to §10912. (a)(1).

The WSA must conclude that the supply of domestic water available to the development is adequate, and will continue to be adequate over the next 20 years during normal, dry, and multiple-dry years. The WSA conducted herein is produced for the Los Angeles County Waterworks Districts District 40 (District 40) to meet the requirements of SB 610. The 2020 Urban Water Master Plan (UWMP) for District 40 identifies both Avanti-North and Avanti-South in Table 4-2A: Water Demand Commitment Summary; however, the project has been modified slightly to include more homes from the data used in the UWMP, but the small increase in total water demand can be captured by the 2020 UWMP’s projected residential and population increases for the region. The existing water supply purchased from the State Water Program Project (SWP) imported through AVEK in conjunction with groundwater from the Antelope Valley Groundwater Basin is also sufficient to accommodate Avanti-North’s new water demand estimate under current drought scenarios. While the UWMP shows a sufficient water supply for the demands of the project there may need to be additional infrastructure required for the extraction and transmission of this water to the project.

## 2 Project Description and Water Demand

Avanti-North is 237.25 acres located within the City of Lancaster, California. The proposed development is bound by Avenue K, 62<sup>nd</sup> Street West, Avenue K-8, and 70<sup>th</sup> Street West (Figure 2-1), and will primarily consist of single-family residential lots with private parks lots. The land use summary for Avanti-North is presented in Table 2-1 and Table 2-2.

Avanti-North includes three major development land use types that require water supply: single family residential, private parks, and detention basins. The 2020 UWMP does not define water use duty factors; instead, the District demands are calculated based on available meter data in similar developments. The water use factor that has been utilized by development services staff for similar projects within the District is 0.82 acre-feet per year per single-family residential lot. Annual water demand for the non-residential lots was determined utilizing the California Natural Resource Agency (CNRA) Water Budget Calculator Tool. Pacific Advanced Civil Engineering, Inc, (PACE) has assumed that the private park will be irrigated by overhead sprinklers and that the detention basin will be drip irrigated. The Evapotranspiration (ET<sub>o</sub>) from Appendix A of the Model Water Efficiency Landscape Ordinance (MWELO) for Lancaster is 71.1 inches per year. Utilizing the value and assumptions listed above the total water use in acre-feet per year has been summarized in

Table 2-3. The calculator provides the maximum applied water allowance (MAWA) and the estimated total water use (ETWU). For this analysis the estimated total water use in acre-feet per year was utilized to determine the amount of water that would need to be allocated for Avanti-North.

The Avanti-North Tentative Tract Map (Appendix C) divides the single family residential lots within the development into Planning Areas (P.A.) 'A' through 'E' as well as providing the Land Use Summary described in Table 2-1.

**Table 2-1: Land Use Summary**

Planning Area	Total Area (AC)	Percent (%)
Residential Homes	201.3	84.8
Neighborhood Parks	10.2	4.3
Open Space / Basin	10.4	4.4
Master Plan Streets	15.4	6.5
<b>Total</b>	<b>237.3</b>	<b>100.0</b>

The number of lots, average lot area, and the total area is provided in Table 2-2.

**Table 2-2: Single Family Residential Acreage for Avanti-North**

Planning Area	Number of Lots	Acres (ac)	Gross Density (du/ac)
P.A. 'A'	151	30.5	5.0
P.A. 'B'	153	34.2	4.5
P.A. 'C'	179	46.7	3.8
P.A. 'D'	97	18.6	5.2
	91	23.3	3.9
P.A. 'E'	104	23.4	4.4
	98	24.6	4.0
<b>Total</b>	<b>873</b>	<b>201.3</b>	<b>-</b>

**Table 2-3: Maximum Applied Water Allowance and Estimated Total Water Use Calculation Summary**

Irrigation System	Plant Water Use Type	Plant Factor	Area (FT <sup>2</sup> )	Irrigation Efficiency	ETWU (AFY)
Zone 1 – Private Parks					
Overhead	Medium	0.5	444,312	0.75	40.1
Zone 2 – Detention Basin					
Drip	Low	0.3	453,024	0.81	22.7
Total Maximum Applied Water Allowance					66.8
<b>Total Estimated Total Water Use</b>					<b>62.8</b>

\* See Appendix A and Appendix B for Calculation Breakdown.

The total water demand in acre-feet per year is a combination of SFR demand factor and the ETWU, which is summarized in Table 2-4.

**Table 2-4: Yearly Water Demand Estimate for Avanti North**

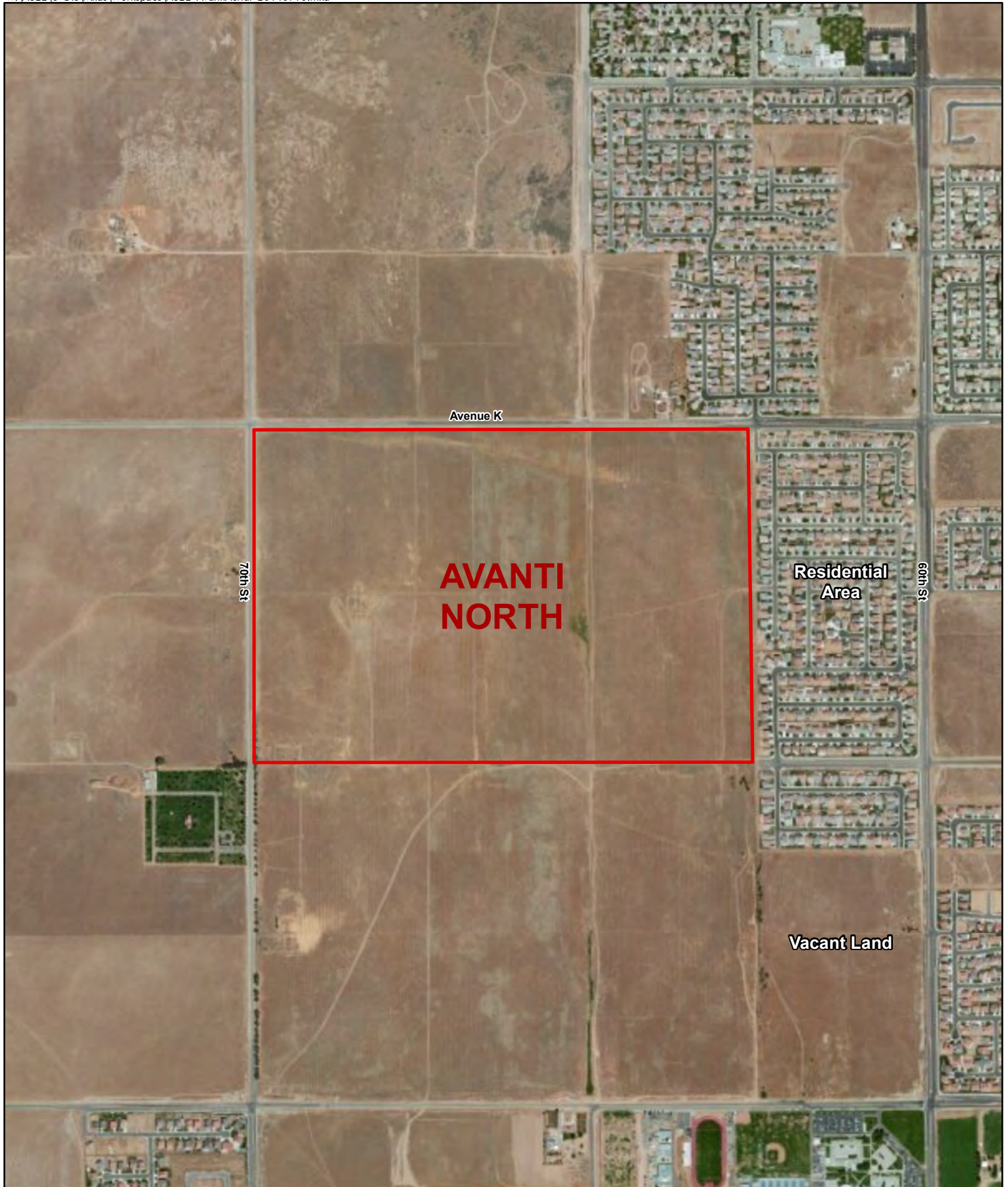
Land Use	QTY	Demand Factor (AFY)	Demand (AFY)
Single-Family Residential	873 Unit	0.82	715.9
Park	-	-	40.1*
Detention Basin	-	-	22.7*
<b>Total</b>			<b>778.7</b>

\* See Table 2-3 for Detailed Calculation Breakdown.

In the event that the recycled water system is built out, the potable water demand generated by the private parks and detention basins could be supplemented recycled water. The development of the recycled water system is discussed in further detail in Section 4.3. The WSA is conducted under the existing condition; therefore, recycled water is not available to supplement the demand increase.

To cross reference the amount of water supply required for Avanti-North, the target amount of water use of 225 gallons per capita per day, gpcd, (described in Section 3.3) was utilized to see if a higher AFY would be produced. The average number of residents in a single family residential home in Lancaster California is approximately 3.22 people. Utilizing these values, the water demand generated by the SFR in Avanti-North is 708.5 AFY, which is just short of the conservative estimate generated by the District. The WSA will use the higher value of 778.7 AFY as the water demand estimate to remain conservative.





### 3 2020 Urban Water Management Plan (UWMP)

The Avanti-North WSA utilizes data from the 2020 Urban Water Management Plan (UWMP) for Los Angeles County Waterworks (LACWD) District No. 40 for the Antelope Valley in conjunction with the CNRA Water Budget Calculator Tool.

#### 3.1 Water Use

LACWD District 40 is composed of eight regions in the cities of Lancaster and Palmdale (Region 4 and 34), unincorporated communities of Pearblossom (Region 24), Littlerock (Region 27), Sun Village (Region 33), Rock Creek (Region 39), Northeast Los Angeles County (Region 35), and Lake Los Angeles (Region 38). Region 4 and Region 34 include a large majority of the existing residential development within the District 40 service area (See Page 3-2 for the District 40 Service Area from the 2020 UWMP). The UWMP Table 4-2 provides a breakdown by land use type of District 40's projected water demand, which can be found in Table 3-1. The additional water use generated by Avanti-North has been factored into an "adjusted total".

**Table 3-1: Potable and Non-Potable Water Use**

Use Type	Projected Water Use (AC-FT/YR.)				
	2025	2030	2035	2040	2045
Single Family Residential	40,919	43,706	46,599	49,601	52,116
Multi-Family Residential	2,212	2,364	2,518	2,683	2,819
Commercial	3,112	2,617	2,178	1,780	1,870
Industrial	3,315	3,546	3,777	4,022	4,226
Institutional / Governmental	1,035	870	726	595	625
Losses	3,808	3,998	4,202	4,419	4,643
<b>Total</b>	<b>54,400</b>	<b>57,100</b>	<b>60,000</b>	<b>63,100</b>	<b>66,300</b>
Avanti-North	779	779	779	779	779
<b>Adjusted Total</b>	<b>55,179</b>	<b>57,879</b>	<b>60,779</b>	<b>63,879</b>	<b>67,079</b>



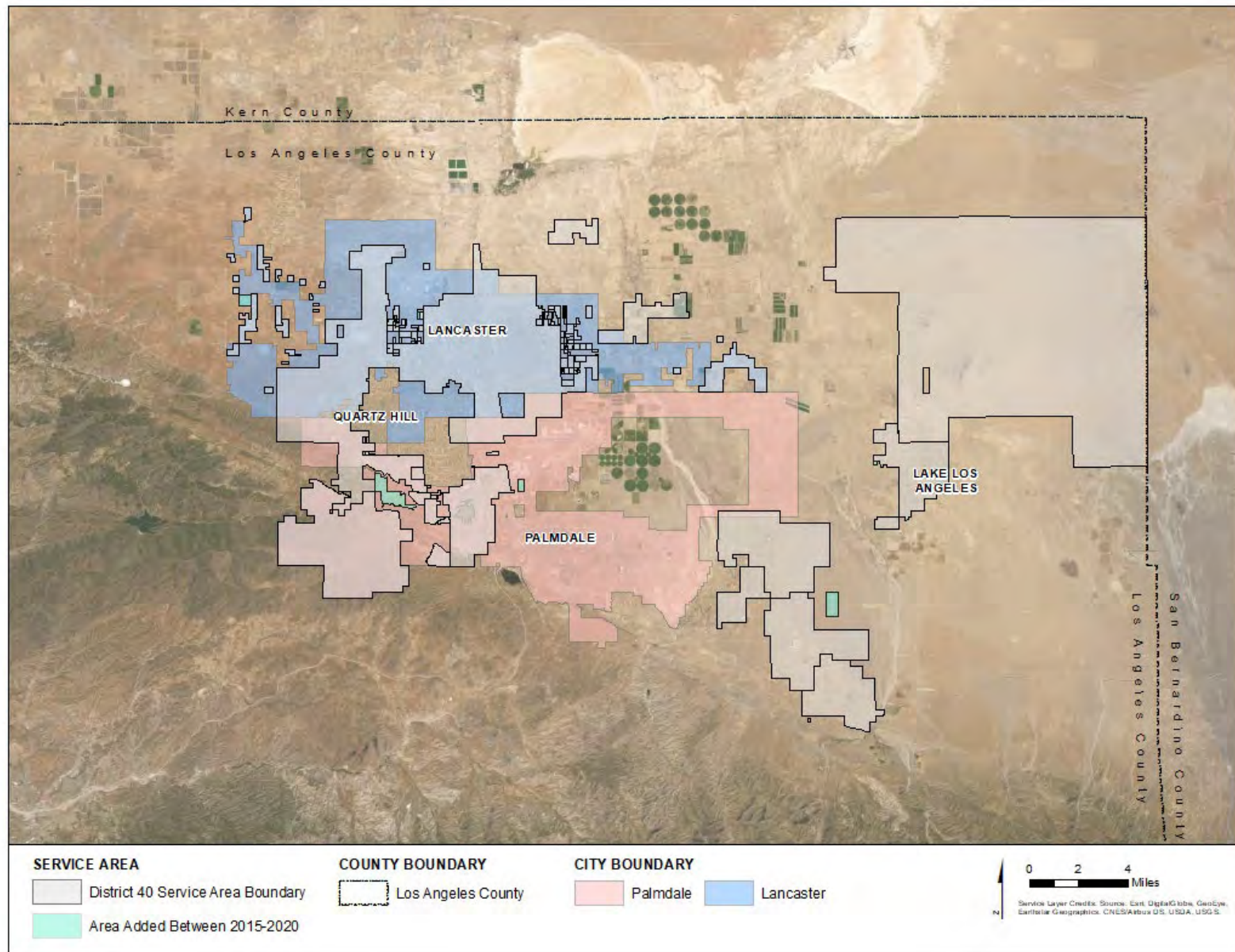


Figure 3-1. District Service Area

### **3.2 Water Supply**

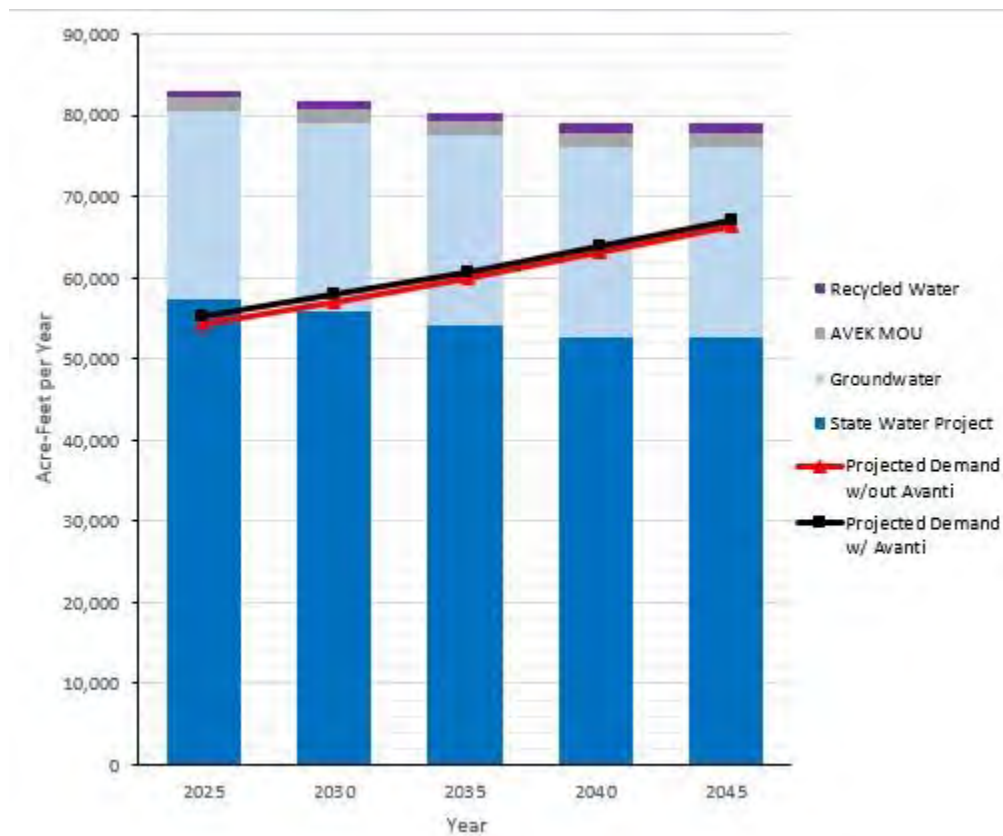
District 40 purchases water from the Antelope Valley East Kern Water District (AVEK), which receives the majority of its water supply as imported water from the State Water Project. AVEK is able to purchase additional SWP water from the DWR when available to be utilized to recharge the local groundwater basin in wet years or low-demand period to be utilized during periods of drought or high demand in a strategy called “water banking”, thus supplementing local groundwater supplies with imported water from AVEK. The UWMP states that groundwater quantity is unaffected by short-term drought conditions and is available during the normal, single, and multiple dry water year scenarios due to the sustainable yield determined by the adjudication process; however, additional infrastructure may be required for the extraction and transmission of this water to the project.

To address the water demand based on the projected level of growth in the service area, District 40 has executed a Memorandum of Understanding (MOU) with AVEK to implement a new Water Supply Entitlement Acquisition program for new developments that will be used to acquire additional imported water supplies. The UWMP identifies that in the normal, single, and multiple dry year scenarios, no supply shortage is anticipated because AVEK can meet District 40 demands by pumping groundwater from the banked supply. The Drought Risk Assessment (DRA) shows that no single year during the five-year drought period is projected to experience a supply shortage. The normal year water supply break down from the 2020 UWMP is provided in Table 3-2. However, with the addition of Avanti-North water demand, the water demand for District 40 exceeds the water supply during the 2025 drought year supply scenario by 15 ac-ft/yr, which may require the Project to develop a new water supply described in Section 3.3.2 later in this document.

**Table 3-2: Retail Water Supplies – Projected (2020 UWMP Table 6-9)**

Source Type	Water Supply (AC-FT/YR.)				
	2025	2030	2035	2040	2045
Purchased or Imported Water	57,300	55,800	54,200	52,700	52,700
Groundwater	23,298	23,298	23,298	23,298	23,298
Purchased or Imported Water	1,733	1,733	1,733	1,733	1,733
Recycled Water	764	902	1,102	1,302	1,302
<b>Total</b>	<b>83,095</b>	<b>80,831</b>	<b>80,333</b>	<b>79,033</b>	<b>79,033</b>

The normal year water supply is graphed against the projected water demand with Avanti-North in Figure 3-2 to shown the impact on the total water available to the District under any year scenario.



**Figure 3-2: Available Water Supply vs Projected Demand (Normal Water Year)**

### 3.3 SB X7-7 District 40 Baseline and Targets

The Water Conservation Act of 2009 (SB X7-7) requires that all water suppliers increase the water use efficiency. The improvements associated with the bill includes public process, law making, and improvements in reporting. The 2010 UWMP and 2015 UWMP established the target amount of gallons per capita demand (gpcd) value of 225. To calculate the 2020 gpcd, the District determined the 2020 service area population using the DWR Population Tool and completed the SB X7-7 Compliance Form. The summary of the District 2020 Compliance Form is shown in Table 3-3.

**Table 3-3: SB X7-7 2020 Compliance Form**

2020 GPCD			2020 Confirmed Target GPCD	Did supplier achieve targeted reduction for 2020? Y/N
Actual 2020 GPCD	Total Adjustments	Adjusted 2020 GPCD		
199	0	199	225	Yes

*Note: All Values are in GPCD.*

District 40 was able to exceed the water reduction requirements outlined by SB X7-7.

#### 3.3.1 Recycled Water

There are currently two main wastewater treatment plants in the study area described in the UWMP: Lancaster Water Reclamation Plant (LWRP) and Palmdale Water Reclamation Plant (PWRP). Los Angeles County Sanitation District (LACSD) No. 14 owns, operates, and maintains the LWRP, while LACSD District 20 owns, operates, and maintains PWRP. LWRP and PWRP treat the effluent to a tertiary level that can be utilized for irrigation, agriculture, urban reuse, wildlife habitat, maintenance, and recreational impoundments. The Antelope Valley Backbone provides the necessary distribution infrastructure to convey recycled water to uses, and thereby offset potable water demands. Phase 1 of the Antelope Valley Backbone was completed; however, the development of Phase 2 is required to connect the LWRP. The recycled water available in the Antelope Valley is greater than the existing uses with the use of recycled water is contingent upon the completion of the Antelope Valley Backbone and establishment a recycled water purveyor for the region.

#### 3.3.2 New Water Supply

Per Section 3.2, District 40 has executed a MOU with AVEK to implement a new Water Supply Entitlement Acquisition program for new developments that will be used to acquire additional imported water supplies. The MOU allows for coordination between the Developer, District 40, and AVEK by incentivizing the following; the Developer and District 40 work together to determine the volume of new water supply needed; the Developer then pays AVEK for a letter of commitment to provide the new water supply to District 40; AVEK designates the water supply to District 40 for the Developer in addition to the current allocation of water supply. Avanti-North water demand can be met by existing SWP and groundwater supplies during normal years and the majority of drought years; however, during the drought scenario described for 2025 in Table 3-4 Single Dry Year and for 2025 in Table 3-5 the projected water demand, including Avanti-North, exceeds the water supply by 19 ac-ft/yr. Therefore, the Project may need to enter into the new Water Supply Entitlement Acquisition program. Additional infrastructure may also need to be constructed for the extraction and transmission of this water.

#### 3.3.3 Water Supply During Dry Years

Table 3-4 and Table 3-5 show the water supply projections under normal, single and multiple dry year scenarios from the 2020 UWMP.

**Table 3-4: Average and Single Dry Year Supply and demand Comparison  
(2020 UWMP Table 7-2 and 7-3)**

		2025	2030	2035	2040	2045
<b>Demand</b>		<b>55,164</b>	<b>58,002</b>	<b>61,102</b>	<b>64,402</b>	<b>67,602</b>
Average Water Year - 2020 UWMP Table 7-2	<b>Supply Total</b>	<b>83,086</b>	<b>81,724</b>	<b>80,324</b>	<b>79,024</b>	<b>79,024</b>
	• AVEK SWP	57,300	55,800	54,200	52,700	52,700
	• Groundwater	6,789	6,789	6,789	6,789	6,789
	• Federal Reserve	3,500	3,500	3,500	3,500	3,500
	• Imported Return	10,400	10,400	10,400	10,400	10,400
	• District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	• New Supply from AVEK	1,733	1,733	1,733	1,733	1,733
	• Recycled Water	764	902	1,102	1,302	1,302
	<b>Difference</b>	<b>27,922</b>	<b>23,722</b>	<b>19,222</b>	<b>14,622</b>	<b>11,422</b>
Single Dry Water Year - 2020 UWMP Table 7-3	<b>Supply Total</b>	<b>55,164</b>	<b>58,002</b>	<b>61,102</b>	<b>64,402</b>	<b>67,602</b>
	• AVEK SWP	5,000	5,000	5,000	5,000	5,000
	• AVEK Groundwater	24,378	27,078	29,978	33,078	36,278
	• Groundwater	6,789	6,789	6,789	6,789	6,789
	• Federal Reserve	3,500	3,500	3,500	3,500	3,500
	• Imported Return	10,400	10,400	10,400	10,400	10,400
	• District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	• New Supply from AVEK	1,733	1,733	1,733	1,733	1,733
	• Recycled Water	764	902	1,102	1,302	1,302
	<b>Difference</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



**Table 3-5: Multiple Dry Years Supply and Demand Comparison (2020 UWMP Table 7-4)**

		2025	2030	2035	2040	2045
<b>Demand</b>		<b>55,164</b>	<b>58,002</b>	<b>61,102</b>	<b>64,402</b>	<b>67,602</b>
First Year	<b>Supply Total</b>	<b>55,164</b>	<b>58,002</b>	<b>61,102</b>	<b>64,402</b>	<b>67,602</b>
	• AVEK SWP	12,500	12,500	12,500	12,500	12,500
	• Banked Groundwater Supply	16,878	19,578	22,487	25,578	28,778
	• Groundwater Rights	6,789	6,789	6,789	6,789	6,789
	• Federal Reserve	3,500	3,500	3,500	3,500	3,500
	• Imported Return	10,400	10,400	10,400	10,400	10,400
	• District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	• New Supply from AVEK	1,733	1,733	1,733	1,733	1,733
	• Recycled Water	764	902	1,102	1,302	1,302
	<b>Difference</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Second Year	<b>Supply Total</b>	<b>59,776</b>	<b>59,914</b>	<b>61,102</b>	<b>64,402</b>	<b>67,602</b>
	• AVEK SWP	32,700	32,700	32,700	32,700	32,700
	• Banked Groundwater Supply	0	0	2,278	5,378	8,578
	• Groundwater	6,789	6,789	6,789	6,789	6,789
	• Federal Reserve	3,500	3,500	3,500	3,500	3,500
	• Imported Return	10,400	10,400	10,400	10,400	10,400
	• District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	• New Supply from AVEK	1,733	1,733	1,733	1,733	1,733
	• Recycled Water	764	902	1,102	1,302	1,302
	<b>Difference</b>	<b>4,612</b>	<b>1,912</b>	<b>0</b>	<b>0</b>	<b>0</b>
Third Year	<b>Supply Total</b>	<b>55,164</b>	<b>58,002</b>	<b>61,102</b>	<b>64,402</b>	<b>67,602</b>
	• AVEK SWP	13,500	13,500	13,500	13,500	13,500
	• AVEK Groundwater	15,878	18,578	21,478	24,578	27,778
	• Groundwater	6,789	6,789	6,789	6,789	6,789
	• Federal Reserve	3,500	3,500	3,500	3,500	3,500
	• Imported Return	10,400	10,400	10,400	10,400	10,400
	• District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	• New Supply (AVEK MOU) <sup>1</sup>	1,733	1,733	1,733	1,733	1,733
	• Recycled Water	764	902	1,102	1,302	1,302
	<b>Difference</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



**Table 3-5: Multiple Dry Years Supply and Demand Comparison (2020 UWMP Table 7-4) Continued**

		2025	2030	2035	2040	2045
<b>Demand</b>		<b>55,164</b>	<b>58,002</b>	<b>61,102</b>	<b>64,402</b>	<b>67,602</b>
Fourth Year	<b>Supply Total</b>	<b>55,164</b>	<b>58,002</b>	<b>61,102</b>	<b>64,402</b>	<b>67,602</b>
	• AVEK SWP	25,900	25,900	25,900	25,900	25,900
	• Banked Groundwater Supply	3,478	6,178	9,078	12,178	15,378
	• Groundwater Rights	6,789	6,789	6,789	6,789	6,789
	• Federal Reserve	3,500	3,500	3,500	3,500	3,500
	• Imported Return	10,400	10,400	10,400	10,400	10,400
	• District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	• New Supply from AVEK	1,733	1,733	1,733	1,733	1,733
	• Recycled Water	764	902	1,102	1,302	1,302
	<b>Difference</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Fifth Year	<b>Supply Total</b>	<b>55,164</b>	<b>58,002</b>	<b>61,102</b>	<b>64,402</b>	<b>67,602</b>
	• AVEK SWP	18,200	18,200	18,200	18,200	18,200
	• Banked Groundwater Supply	11,178	13,878	16,778	19,878	23,078
	• Groundwater	6,789	6,789	6,789	6,789	6,789
	• Federal Reserve	3,500	3,500	3,500	3,500	3,500
	• Imported Return	10,400	10,400	10,400	10,400	10,400
	• District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	• New Supply from AVEK	1,733	1,733	1,733	1,733	1,733
	• Recycled Water	764	902	1,102	1,302	1,302
	<b>Difference</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### **3.4 UWMP Water Availability Summary**

The two primary water supply sources for District 40 are imported water purchased from the SWP and provided through AVEK and groundwater from the Antelope Valley Groundwater Basin. Due to utilizing excess water available through the SWP to recharge the local groundwater basin and annual sustainable yield determined by the adjudication process, the UWMP assumes that District 40's available groundwater supply during all year types will be the same. It should be noted that the 2020 UWMP drought scenarios are based on historical information that may not fully capture the growing uncertainty regarding the length of droughts in the future. The AVEK SWP Table A allocation is 144,844 AC-AF/YR. No supply shortage is anticipated because AVEK can meet District 40's demands by pumping groundwater from the banked SWP supply, although additional infrastructure may need to be constructed to increase capacity of extraction and transmission of water. The Drought Risk Assessment (DRA) shows that no single year during the five-year drought period is projected to experience a supply shortage.

## 4 Water Supply Entitlements, Rights, & Service Contracts

---

### Law

*10910. (d) (1) The assessment required by this section shall include an identification of any existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project, and a description of the quantities of water received in prior years by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), under the existing water supply entitlements, water rights, or water service contracts.*

*(2) An identification of existing water supply entitlements, water rights, or water service contracts held by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), shall be demonstrated by providing information related to all of the following: (A) Written contracts or other proof of entitlement to an identified water supply.*

*(B) Copies of a capital outlay program for financing the delivery of a water supply that has been adopted by the public water system.*

*(C) Federal, state, and local permits for construction of necessary infrastructure associated with delivering the water supply.*

*(D) Any necessary regulatory approvals that are required in order to be able to convey or deliver the water supply.*

The projected water supply and demand under normal, single, and multi-year drought scenarios has been shown in Table 3-4. Primary supply sources for District 40 included the following:

- Imported Water – Purchased from the Antelope Valley East-Kern Water Agency (AVEK)
- Groundwater – District 40 operates production wells with supply coming from the Antelope Valley Groundwater Basin, a sub-basin to the South Lahontan Hydrologic Region Basin
- Recycled Water – Distribution system is still in the process of being developed with the existing production exceeding the current demand.

### 4.1 Imported Water

District 40 purchases imported water from the AVEK Water Agency's entitlement to SWP delivered to the Antelope Valley. AVEK is a regional water agency formed in 1959 to supplement Antelope Valley groundwater supplies with surface water supplies. AVEK has a Table A contract with the California Department of Water Resources (DWR) which entitles it to 144,844 acre-feet per year of SWP water; however, in an average year, AVEK only receives 58% of its Table A entitlement.

### 4.2 Groundwater

District 40 extracts groundwater from the Antelope Valley Groundwater Basin. The groundwater basin has served the Antelope Valley as a key source of agricultural water. Groundwater extraction from 1926 to 1972 resulted in overdraft of the aquifer. As a result, management of the groundwater pumping rates has been instituted to bring extraction to the safe yield of the basin.

### 4.3 Recycled Water

Lancaster Water Reclamation Plant (LWRP) and Palmdale Water Reclamation Plant (PWRP) treat the effluent to a tertiary level that can be utilized for irrigation, agriculture, urban reuse, wildlife habitat, maintenance, and recreational impoundments. Recycled water is retailed by the City of Lancaster and Palmdale Water Authority. The Antelope Valley Backbone provides the necessary distribution infrastructure to convey recycled water, and thereby offset potable water demands. Currently, only a portion of the Antelope Valley Backbone has been constructed (Phase 1). Phase 2 of the project includes

construction of the distribution system. Future phases would connect the PWRP and LWRP, providing redundancy necessary to ensure a reliable source of supply. The recycled water available in the Antelope Valley is currently greater than the uses for it in District 40's service area, but uses can be expanded with future phases of the Antelope Valley Backbone project.

#### **4.4 Summary**

District 40 meets a majority of its water demands through a mixture of imported water from AVEK and groundwater extracted from the Antelope Valley Groundwater Basin, with a portion of recycled water as well. District 40 intends to develop the facilities and agreements necessary to meet future water demands to supplement the groundwater banking strategy developed over the previous years.

- New Water Supply through AVEK MOUs (Developer Fees)
- Development of Recycled Water Infrastructure

This water supply assessment estimates the water demand for Avanti-North to be 779 AF, which represents 0.9% of the total water supply projected in 2025, slightly increasing to 1% by 2045 of the water supply available to District 40. Available water supply for the Avanti-North development has been deemed adequate through 2045 based on the information provided in the 2020 UWMP, which included a previous water demand for Avanti-North that had slightly fewer homes, but the increase in water demand can be accounted for in the general residential and population growth forecasts. It should be noted that the 2020 UWMP drought scenarios are based on historical information that may not fully capture the growing uncertainty regarding the length of droughts in the future.

## 5 Groundwater

---

### Law

*10910. (f) If a water supply for a proposed project includes groundwater, the following additional information shall be included in the water supply assessment:*

*(1) A review of any information contained in the urban water management plan relevant to the identified water supply for the proposed project.*

*(2) A description of any groundwater basin or basins from which the proposed project will be supplied. For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), has the legal right to pump under the order or decree. For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as over drafted or has projected that the basin will become over drafted if present management conditions continue, in the most current bulletin of the department that characterizes the condition of the groundwater basin, and a detailed description by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), of the efforts being undertaken in the basin or basins to eliminate the long-term overdraft condition.*

*(3) A detailed description and analysis of the amount and location of groundwater pumped by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), for the past five years from any groundwater basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.*

*(4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), from any basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.*

*(5) An analysis of the sufficiency of the groundwater from the basin or basins from which the proposed project will be supplied to meet the projected water demand associated with the proposed project. A water supply assessment shall not be required to include the information required by this paragraph if the public water system determines, as part of the review required by paragraph (1), that the sufficiency of groundwater necessary to meet the initial and projected water demand associated with the project was addressed in the description and analysis required by paragraph (4) of subdivision (b) of Section 10631.*

### 5.1 Groundwater Basin Description

District 40 extracts groundwater from the Antelope Valley Groundwater Basin. The basin is a part of the South Lahontan Hydrologic Region. Two main aquifers, a lower and an upper aquifer, make up the Antelope Valley Groundwater Basin. The groundwater basin is bounded by the Garlock and San Andreas

Fault zones, and is recharged from the runoff of the local mountains. The principle recharge occurs at the foot of the mountains and hills by percolation through the head of the alluvial fan systems.

The groundwater basin underlying the District is the Antelope Valley Groundwater Basin. The basin does not have an associated groundwater sustainability plan and DWR Bulletin-118 does not currently identify the basin as being in overdraft but describes subsidence that has occurred. The Antelope Valley Groundwater Basin is a closed basin, and the only major groundwater outflow is due to pumping. The total storage capacity of the Basin has been reported at 68 million ac-ft.

In December 2015, the Superior Court of California entered a judgment in the Antelope Valley Groundwater Cases. The Court found that the Antelope Valley Groundwater Basin was in overdraft. As of 2020, the groundwater adjudication judgement provides non-overlying production rights of 6,789 AFY to the District, approximately 3,500 ac-ft of unused federal reserve rights, and return flow equivalent to 39% of the District's 5-year average of purchased SWP water supply (39% of 26,657 ac-ft or 10,400 ac-ft). District 40 also has the right to lease 2,600 ac-ft of groundwater rights from AVEK, for a total of 23,289 ac-ft. The ground water volumes are broken down in further detail in Table 5-1.

**Table 5-1: District 40 Groundwater Volumes Available.**

Description of Right	Groundwater Right (AFY)
Non-Overlying Production Right	6,879
55% of the Unused Federal Reserve Right	3,500
Imported Water Return Flows (39% of Previous 5-Year Average of Imported Supplies)	10,400
AVEK Lease	2,600
<b>Total</b>	<b>23,289</b>

## 6 Conclusion

---

1. The Los Angeles County Waterworks Districts (LACWD), District 40 has been identified as the water distributor for Avanti-North.
2. The calculated water demand for Avanti-North is 779 acre-feet per year, which represents approximately 1% of the water supply available to the District.
3. During the single and multi-year drought scenarios projected water demand, including Avanti-North, exceeds the water supply by 15 ac-ft/yr in the year of 2025. Therefore, the Project may need to enter into the new Water Supply Entitlement Acquisition program.
4. The District provides water from the following sources:
  - SWP Imported Water through AVEK
  - Groundwater from the Antelope Valley Groundwater Basin
  - Recycled Water from tertiary treatment facilities and the AV Backbone Distribution System

Through the use of the described programs and measures implemented by District 40 to reduce water demand and increase water supply found in the 2020 UWMP it has been determined that sufficient water supply is available to support the Avanti-North development by City Ventures Communities with the use of the new Water Supply Entitlement Acquisition program. While the UWMP shows a sufficient water supply for the demands of the project there may need to be additional infrastructure required for the extraction and transmission of this water to the project. It should be noted that the 2020 UWMP drought scenarios are based on historical information that may not fully capture the growing uncertainty regarding the length of droughts in the future.

Consistent with the provisions of SB 610, neither this WSA nor its approval shall be construed to create a right or entitlement to water service or any specific level of water service, and shall not impose, expand, or limit any duty concerning the obligation of District 40 to provide certain service to its existing customers or to any future potential customers.

This WSA does not constitute a will-serve, plan of service, or agreement to provide water service to the Project, and does not entitle the Project, Project Applicant, or any other person or entity to any right, priority or allocation in any supply, capacity, or facility. To receive water service, the Project will be subject to an agreement with LACWD-40, together with any and all applicable fees, charges, plans and specifications, conditions, and any and all other applicable LACWD-40 requirements in place and as amended from time to time. Nor does anything in the WSA prevent or otherwise interfere with District 40's discretionary authority to declare a water shortage emergency in accordance with the Water Code.

## 7 References

---

[2020 Urban Water Management Plan for Los Angeles County Waterworks District No. 40 Antelope Valley, Dated October 2021](#)

*Superior Court of the State of California – County of Los Angeles – Central District, Judicial Council Coordination Proceeding No. 44088, Stipulation Exhibit 1: Antelope Valley Groundwater Cases, Proposed Judgment and Physical Solution, 2015*

[Water Shortage Contingency Plan Los Angeles County Waterworks Districts, Dated July 2021](#)



## Appendix A – Landscape ETWU Calculation



### Estimated Total Water Use

Equation:  $ETWU = ET_o \times 0.62 \times [((PF \times HA)/IE) + SLA]$ ; Considering precipitation  $ETWA = (ET_o - Eppt) \times 0.62 \times [((PF \times HA)/IE) + SLA]$

Enter values in Pale Blue Cells

Tan Cells Show Results

Messages and Warnings

Irrigation Efficiency Default Value for overhead 0.75 and drip 0.81.

Plant Water Use Type	Plant Factor
Very Low	0 - 0.1
Low	0.2 - 0.3
Medium	0.4 - 0.6
High	0.7 - 1.0
SLA	1

Hydrozone	Select System From the Dropdown List click on cell below	Plant Water Use Type (s) (low, medium, high)	Plant Factor (PF)	Hydrozone Area (HA) (ft <sup>2</sup> ) Without SLA	Irrigation Efficiency (IE)	(PF x HA (ft <sup>2</sup> ))/IE
Zone 1	Overhead Spray	High	0.86	-	0.75	0
Zone 2	Overhead Spray	Medium	0.50	444,312	0.75	296,208
Zone 3	Overhead Spray	Medium	0.50	-	0.75	0
Zone 4	Drip	Low	0.30	453,024	0.81	167,787
Zone 5	Drip	Low	0.30	-	0.81	0
Zone 6	Drip	Low	0.20	-	0.81	0
Zone 7						
Zone 8						
Zone 9						
Zone 10						
Zone 11						
Zone 12						
Zone 13						
Zone 14						
Zone 15						
Zone 16						
Zone 17						
Zone 18						
Zone 19						
Zone 20						
Zone 21						
Zone 22						
Zone 23						
Zone 24						
Zone 25						
Zone 26						
Zone 27						
Zone 28						
Zone 29						
Zone 30						
Zone 31						
Zone 32						
Zone 33						
Zone 34						
Zone 35						
Zone 36						
Zone 37						
Zone 38						
Zone 39						
Zone 40						
		SLA		0		463,995
		Sum		897,336		0

### Results

MAWA = 21,755,014

ETWU=	20,452,888	Gallons
	2,734,162	Cubic Feet
	27,342	HCF
	63	Acre-feet
	20	Millions of Gallons

ETWU complies with MAWA

## Appendix B – Landscape MAWA Calculation

### Instructions

Cells with pale blue background are for entering data

Results show in cells with tan background

Messages and warnings are displayed in cells with yellow background

1) Select city by clicking on blue cell and

choosing a city from the drop down menu ETo

appears in the tan cell below the name of the city

2) Enter square footage of overhead spray irrigated landscape area

3) Enter square footage of drip irrigated landscape area

4) Enter square footage of Special Landscape Area (SLA)

5) MAWA results appear in the tan cells

6) If you are considering effective precipitation (Eppt), enter total annual precipitation.

7) Eppt

8) For comparison, MAWA without effective precipitation is displayed below

**MAWA without Eppt (Gallons)**

**21,756,001.05**

### Maximum Applied Water Allowance Calculations for New and Rehabilitated Residential Landscapes

Enter value in Pale Blue Cells

Tan Cells Show Results

Messages and Warnings



Click on the blue cell on right to Pick City Name  
ET<sub>o</sub> of City from Appendix A

Total Landscape Area

**Results:**

$(ET_o) \times (0.62) \times [(0.55 \times LA) + (1.0 - 0.55) \times SLA]$

**MAWA calculation incorporating Effective Precipitation (Optional)  
Precipitation (Optional)**

ET<sub>o</sub> of City from Appendix A

Total Landscape Area

Special Landscape Area

Enter Effective Precipitation

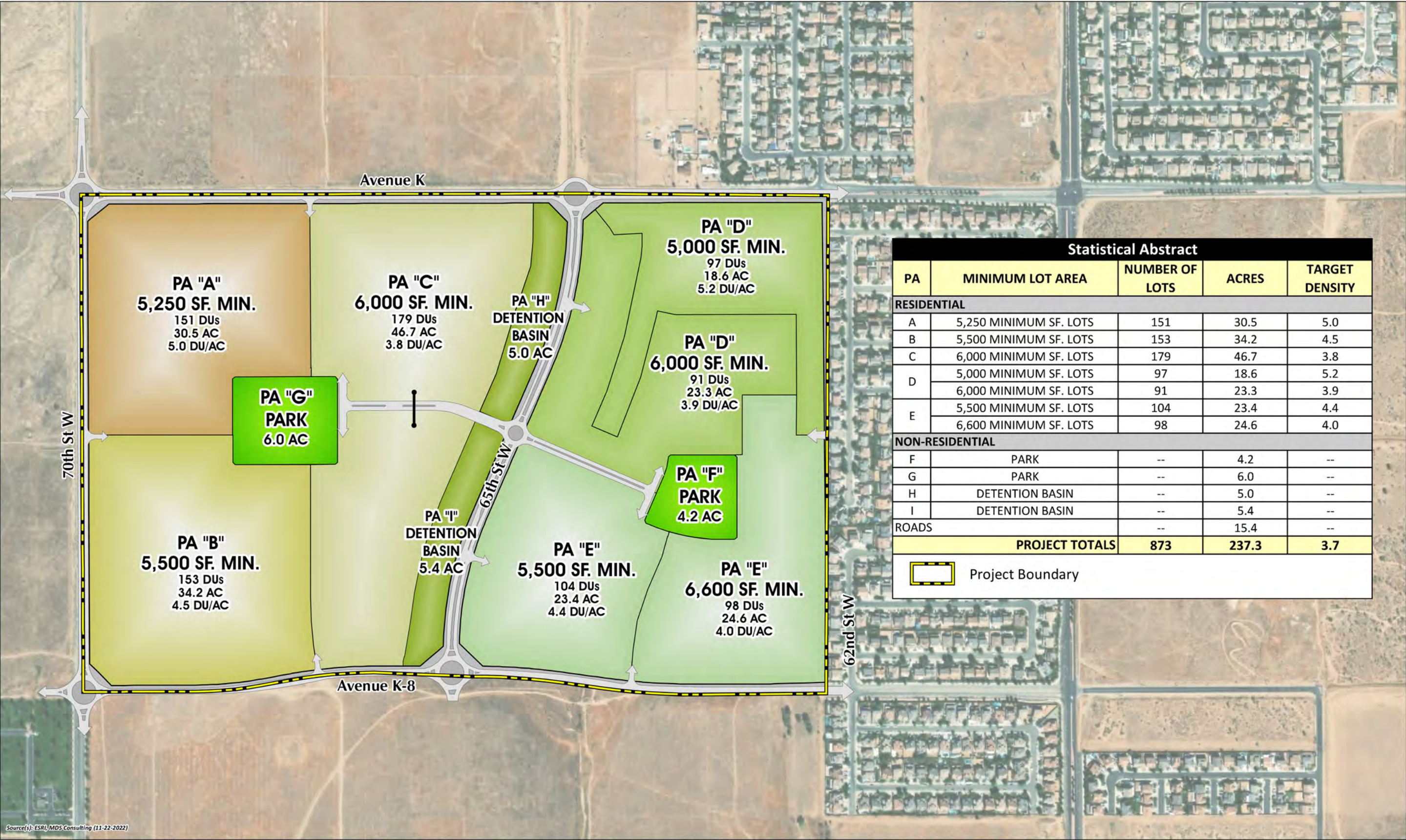
**Results:**

$MAWA = [(ET_o - Eppt) \times (0.62)] \times [(0.55 \times LA) + ((1.0 - 0.55) \times SLA)]$

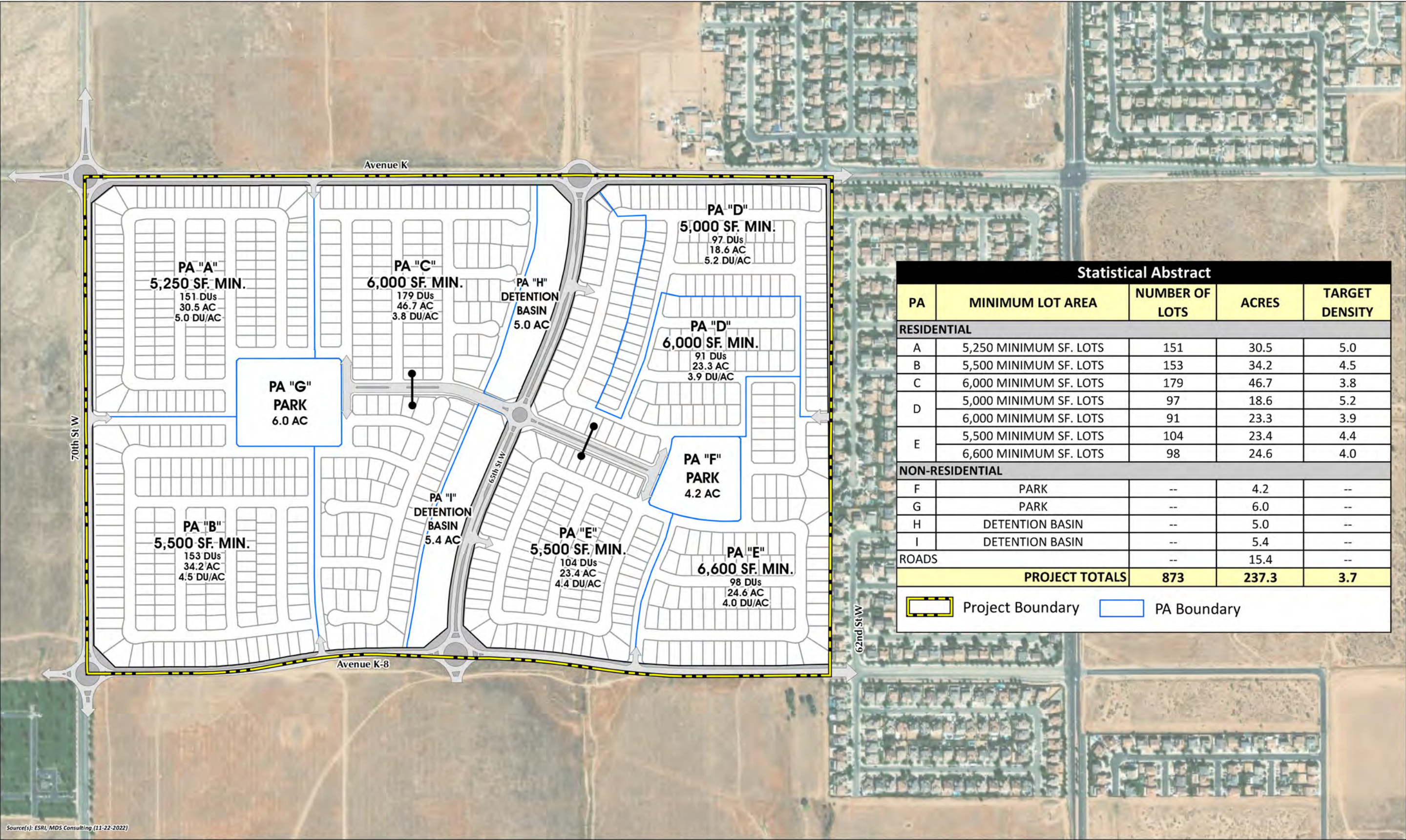
Lancaster	Name of City
71.10	ET <sub>o</sub> (inches/year)
444312	Overhead Landscape Area (ft <sup>2</sup> )
453024	Drip Landscape Area (ft <sup>2</sup> )
0	SLA (ft <sup>2</sup> )
897,336.00	Total Landscape Area
21,755,013.98	Gallons
2,908,232.02	Cubic Feet
29,082.32	HCF
66.76	Acre-feet
21.76	Millions of Gallons
71.10	ET <sub>o</sub> (inches/year)
897,336.00	LA (ft <sup>2</sup> )
0.00	SLA (ft <sup>2</sup> )
0	Total annual precipitation (inches/year)
0.00	Eppt (in/yr)(25% of total annual precipitation)
-	Gallons
-	Cubic Feet
-	HCF
-	Acre-feet
-	Millions of Gallons

## Appendix C – Specific Plan Land Use









CONCEPTUAL RESIDENTIAL LOTTING DIAGRAM



## **Appendix D - Groundwater Basin Judgment / Adjudication**



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

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ANTELOPE VALLEY GROUNDWATER  
CASES

Included Actions:  
Los Angeles County Waterworks District No.  
40 v. Diamond Farming Co., Superior Court of  
California, County of Los Angeles, Case No.  
BC 325201;

Los Angeles County Waterworks District No.  
40 v. Diamond Farming Co., Superior Court of  
California, County of Kern, Case No. S-1500-  
CV-254-348;

Wm. Bolthouse Farms, Inc. v. City of  
Lancaster, Diamond Farming Co. v. City of  
Lancaster, Diamond Farming Co. v. Palmdale  
Water Dist., Superior Court of California,  
County of Riverside, Case Nos. RIC 353 840,  
RIC 344 436, RIC 344 668

RICHARD WOOD, on behalf of himself and  
all other similarly situated v. A.V. Materials,  
Inc., et al., Superior Court of California,  
County of Los Angeles, Case No. BC509546

Judicial Council Coordination Proceeding  
No. 4408

CLASS ACTION

Santa Clara Case No. 1-05-CV-049053  
Assigned to the Honorable Jack Komar

~~PROPOSED~~ JUDGMENT

1 The matter came on for trial in multiple phases. A large number of parties representing  
2 the majority of groundwater production in the Antelope Valley Area of Adjudication ("Basin")  
3 entered into a written stipulation to resolve their claims and requested that the Court enter their  
4 [Proposed] Judgment and Physical Solution as part of the final judgment. As to all remaining  
5 parties, including those who failed to answer or otherwise appear, the Court heard the testimony  
6 of witnesses, considered the evidence, and heard the arguments of counsel. Good cause  
7 appearing, the Court finds and orders judgment as follows:

- 8 1. The Second Amended Stipulation For Entry of Judgment and Physical Solution  
9 among the stated stipulating parties is accepted and approved by the Court.
- 10 2. Consistent with the December 23 2015 Statement of Decision ("Decision"), the  
11 Court adopts the Proposed Judgment and Physical Solution attached hereto as  
12 Exhibit A and incorporated herein by reference, as the Court's own physical  
13 solution ("Physical Solution"). The Physical Solution is binding upon all parties.
- 14 3. In addition to the terms and provisions of the Physical Solution the Court finds as  
15 follows:
  - 16 a. Each of the Stipulating Parties to the Physical Solution has the right to  
17 pump groundwater from the Antelope Valley Adjudication Area as stated  
18 in the Decision and Physical Solution.
  - 19 b. The following entities are awarded prescriptive rights from the native safe  
20 yield against the Tapia Parties, defaulted parties identified in Exhibit 1 to  
21 the Physical Solution, and parties who did not appear at trial identified in  
22 Exhibit B attached hereto, in the following amounts:

23 Los Angeles County Waterworks District No. 40	17,659.07 AFY
24 Palmdale Water District	8,297.91 AFY
25 Littlerock Creek Irrigation District	1,760 AFY
26 Quartz Hill Water District	1,413 AFY
27 Rosamond Community Services District	1,461.7 AFY
28 Palm Ranch Irrigation District	960 AFY

Desert Lake Community Services District 318 AFY  
California Water Service Company 655 AFY  
North Edwards Water District 111.67 AFY

No other parties are subject to these prescriptive rights.

c. Each of the parties referred to in the Decision as Supporting Landowner Parties has the right to pump groundwater from the Antelope Valley Adjudication Area as stated in the Decision and in Paragraph 5.1.10 of the Physical Solution in the following amounts:

i. Desert Breeze MHP, LLC 18.1 AFY  
ii. Milana VII, LLC dba Rosamond Mobile Home Park 21.7 AFY  
iii. Reesdale Mutual Water Company 23 AFY  
iv. Juanita Eyherabide, Eyherabide Land Co., LLC  
and Eyherabide Sheep Company, collectively 12 AFY  
v. Clan Keith Real Estate Investments, LLC.,  
dba Leisure Lake Mobile Estates 64 AFY  
vi. White Fence Farms Mutual Water Co. No. 3 4 AFY  
vii. LV Ritter Ranch LLC 0 AFY

viii. *Robert Enterprises Inc., Hi-Grade Materials Co., and CSR, a*  
d. Each member of the Small Pumper Class can exercise an overlying right pursuant to the Physical Solution. The Judgment Approving Small Pumper Class Action Settlements is attached as Exhibit C ("Small Pumper Class Judgment") and is incorporated herein by reference.

e. Cross-defendant Charles Tapia, as an individual and as Trustee of Nellie Tapia Family Trust (collectively, "The Tapia Parties") has no right to pump groundwater from the Antelope Valley Adjudication Area except under the terms of the Physical Solution.

f. Phelan Piñon Hills Community Services District ("Phelan") has no right to pump groundwater from the Antelope Valley Adjudication Area except under the terms of the Physical Solution.

1 g. The Willis Class members have an overlying right that is to be exercised in  
2 accordance with the Physical Solution.

3 h. All defendants or cross-defendants who failed to appear in any of these  
4 coordinated and consolidated cases are bound by the Physical Solution and  
5 their overlying rights, if any, are subject to the prescriptive rights of the  
6 Public Water Suppliers. A list of the parties who failed to appear is  
7 attached hereto as Exhibit D.

8 i. ~~Robar Enterprises, Inc., Hi-Grade Materials Co., and CJR, a general~~  
9 ~~partnership (collectively, "Robar") are~~  
10  
11  
12  
13

14 4. Each party shall designate the name, address and email address, to be used for all  
15 subsequent notices and service of process by a designation to be filed within thirty  
16 days after entry of this Judgment. The list attached as Exhibit A to the Small  
17 Pumper Class Judgment shall be used for notice purposes initially, until updated  
18 by the Class members and/or Watermaster. The designation may be changed from  
19 time to time by filing a written notice with the Court. Any party desiring to be  
20 relieved of receiving notice may file a waiver of notice to be approved by the  
21 Court. The Court will maintain a list of parties and their respective addresses to  
22 whom notice or service of process is to be sent. If no designation is made as  
23 required herein, a party's designee shall be deemed to be the attorney of record or,  
24 in the absence of an attorney of record, the party at its specified address.

25 5. All real property owned by the parties within the Basin is subject to this Judgment.  
26 It is binding upon all parties, their officers, agents, employees, successors and  
27 assigns. Any party, or executor of a deceased party, who transfers real property  
28 that is subject to this Judgment shall notify any transferee thereof of this Judgment.

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

This Judgment shall not bind the parties that cease to own real property within the Basin, and cease to use groundwater, except to the extent required by the terms of an instrument, contract, or other agreement.

The Clerk shall enter this Judgment.

Dated: Dec 23,, 2015

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40

NOTICE OF DETERMINATION FOR REQUIRED WATER SUPPLY ASSESSMENT  
(WSA) (SB 610)  
Water Code §10910 *et seq.*

Lead Agency

Applicant's Name and Address

City of Lancaster  
Community Development  
44933 North Fern Avenue  
Lancaster, CA 93534

same  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project Information** (Check all that apply)

Project Title: **Avanti North Project**

- ☒ Residential: No of dwelling units: 873
- ☐ Shopping center or business: \_\_\_\_\_ employees and/or \_\_\_\_\_ ft<sup>2</sup> of floor space
- ☐ Commercial office: \_\_\_\_\_ employees and/or \_\_\_\_\_ ft<sup>2</sup> of floor space
- ☐ Hotel or motel: No. of rooms \_\_\_\_\_
- ☐ Industrial, manufacturing, or processing: \_\_\_\_\_ acres, \_\_\_\_\_ employees, and \_\_\_\_\_ ft<sup>2</sup> of floor space.
- ☐ Mixed use (check and complete all above that apply)
- ☒ Other: Park and Detention Basin (20.6 acres)
- ☐ Number of existing service connections \_\_\_\_\_

Is this a project as defined by Water Code § 10912? **Yes**

**Water Supply Assessment (WSA)** (see supporting documents)

Date when water supply assessment was approved by the County of Los Angeles Board of Supervisors

**03/12/2024**

mm/dd/yyyy

- ☐ The projected water demand for the project was included in Los Angeles County Waterworks District No. 40 most recently adopted Urban Water Management Plan.
- ☒ A sufficient water supply is available for the project. The total water supplies available to Los Angeles County Waterworks District No. 40 during normal, single-dry, and multiple-dry years with a 20-year projection will meet the projected water demand of the project in addition to the demand of existing and other planned future uses, including, but not limited to, agricultural and manufacturing uses.
- ☐ A portion of the required water supply will be provided by projected water supplies.
- ☐ A sufficient water supply is not available for the Project. [Plan for acquiring and developing sufficient water supply attached. Water Code § 10911(a)]
- ☐ An independent supply of \_\_\_\_ acre-feet of water will be acquired via contract for the Project.

The foregoing determination is based on the following Water Supply Assessment Information and supporting information in the records of Los Angeles County Waterworks District No. 40, Antelope Valley.

Principal Engineer

Signature

Title

Date

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024	
<b>BOARD MEETING DATE</b>	3/19/2024	
<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>	Los Angeles County Waterworks District No. 40, Antelope Valley, Approval of Water Supply Assessment for the Fox Field East Project	
<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	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: There will be no impact to the County General Fund.	
	There will be no negative impact on current County services or projects during the performance of these actions.	
<b>PURPOSE OF REQUEST</b>	To approve the Water Supply Assessment for the Fox Field East Project in the City of Lancaster, authorize signing of the Water Supply Assessment Notice of Determination, and submit both to the City of Lancaster for the Fox Field East Project.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The California Water Code requires the District to prepare an assessment for certain projects in the District's service area or sphere of influence subject to the California Environmental Quality Act. The assessment must include a discussion of whether the District's total projected water supplies available during normal and single- and multiple-dry water years during a 20-year projection will meet the projected water demand associated with the Fox Field East Project in addition to the District's existing and planned future water uses.</p> <p>The project is a proposed development of 77 acres located in the City of Lancaster. The project consists of a 1,227,596-square-foot industrial warehouse, 3 detention basins, 28 acres of landscaping coverage, and parking stalls provided for 564 automobiles and 415 trailers. The proposed project water demands are approximately 113 acre-feet per year.</p> <p>The District does not anticipate any water supply issues arising from the project.</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Water Supply Assessments compare new developments to the local Waterworks Urban Water Management Plan. These plans assess long range water supply impacts from population and other growth through a multi-step review and development process with the public, school districts and other educational institutions, community-based organizations, community councils, and other public and community agencies. This open communication ensures representation for the County's most disadvantaged communities are part of the Urban Water Management Plan development process.	

<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 Water Supply Assessment will promote sound, prudent, and transparent policies and practices that help preserve our water resources while preserving the quality of life for County residents.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Adam Ariki, Interim Deputy Director, (626) 458-4012, cell (626) 476-6703, <a href="mailto:aaiki@pw.lacounty.gov">aaiki@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: **W-0**

March 19, 2024

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA  
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY  
APPROVAL OF WATER SUPPLY ASSESSMENT  
FOR THE FOX FIELD EAST PROJECT  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the Water Supply Assessment for the proposed Fox Field East Project in the City of Lancaster and to authorize the Director of Public Works or his designee to sign the Water Supply Assessment Senate Bill 610 Water Code Section 10910 et seq., Notice of Determination for the proposed Fox Field East Project.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY:**

1. Find that the recommended action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act pursuant to Section 21065 of the Public Resources Code and Section 15378(b) of the California Environmental Quality Act Guidelines and is exempt under Section 15061(b)(3).

2. Approve the Water Supply Assessment for the Fox Field East Project in the City of Lancaster.
3. Authorize the Director of Public Works or his designee to sign the Water Supply Assessment Senate Bill 610 Water Code Section 10910 et seq., Notice of Determination for the proposed Fox Field East Project.

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

The purpose of the recommended actions is to approve the Water Supply Assessment (WSA) (Enclosure A) for the proposed Fox Field East Project in the City of Lancaster as required by California Water Code Section 10910 et seq., and Senate Bill 610, Notice of Determination (Enclosure B) showing Los Angeles County Waterworks District No. 40, Antelope Valley (District), has sufficient water supply to provide for the proposed development.

The 77-acre proposed development at the northeast corner of 30th Street West and West Avenue G in Lancaster consists of a 1,227,596-square-foot industrial warehouse, 3 detention basins, 28 acres of landscaping, and parking for 564 automobiles and 415 trailers. The project's estimated water demands are approximately 113 acre-feet per year. The proposed development is anticipated to create approximately 2,000 jobs for the region.

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

These recommendations support the County Strategy Plan: Strategy II.3, Make Environmental Sustainability Our Daily Reality; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions promote sound, prudent, and transparent policies and practices that help ensure the maintenance of critical, high-priority County public services to protect and preserve our precious water resources while preserving the quality of life for County residents.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

Sufficient funds are included in the District's General Fund (N63 – Services and Supplies) Fiscal Year 2023-24 Budget to cover the minor costs of the document review and confirmation that it conforms to our Urban Water Management Plan.

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

California Water Code Section 10910 et seq., also known as Senate Bill 610, requires the District to prepare WSAs for certain proposed projects within its service area or sphere of influence subject to CEQA. The WSA must include a discussion of whether the District's total projected water supplies available during normal and single- and multiple-dry water years during a 20-year projection will meet the projected water demand associated with the project in addition to the District's existing and planned future water uses. Pursuant to California Water Code Section 10910(g)(1), the Board must approve the assessment at a regular or special meeting.

Based on the District's 2020 Urban Water Management Plan adopted by the Board on October 19, 2021, the assessment shows the District has sufficient supplies to meet the demands of the project in addition to existing and planned future uses. However, a portion of the project is located outside the District's boundaries. Therefore, the project developer would need to coordinate with the District and the Local Agency Formation Commission for the County of Los Angeles to annex the property into the District before the proposed project can proceed with satisfying conditions to meet the water needs of the project.

Consistent with the provisions of Senate Bill 610, neither the WSA nor its approval shall be construed to create a right or entitlement to water service or any specific level of water service and shall not impose, expand, or limit any duty concerning the obligation of the District to provide certain service to its existing customers or any future potential customers.

The WSA does not constitute a will-serve, plan of service, or agreement to provide water service to the project and does not entitle or approve any project, project applicant, or any other person or entity to any right, priority, or allocation in any supply, capacity, or facility. To receive water service, the proposed project would be subject to an agreement with the District, together with applicable fees, charges, plans and specifications, conditions, and other applicable District requirements in place and as amended from time to time. Nor does anything in the WSA prevent or otherwise interfere with the District's discretionary authority to declare a water shortage emergency in accordance with the California Water Code.

## **ENVIRONMENTAL DOCUMENTATION**

The District is required to approve a WSA for the project and submit it to the City under California Water Code Section 10910(g)(1). This action does not constitute an approval of a project under Section 21065 of the Public Resources Code and is excluded from the definition of a project pursuant to Section 15378(b)(5) of the CEQA Guidelines because

it is an administrative activity of government that will not result in direct or indirect physical changes in the environment. Further, CEQA applies only to projects that have the potential to cause a significant effect on the environment. The proposed action includes an assessment of water supply. Pursuant to California Water Code Section 10911(b), the City, as the land-use authority responsible for approving the proposed project in question and the lead agency under CEQA for the proposed project, is required to include the WSA provided by the District in the Environmental Impact Report the City is preparing for the proposed project. Approval of the WSA does not approve or authorize any project under CEQA, including the proposed Fox Field East Project. Prior to proceeding with any activity that would constitute a project, appropriate findings under CEQA and approval of the project activities would be necessary.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Los Angeles County 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.

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

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

#### **CONCLUSION**

Please return an adopted copy of this letter to Public Works, Waterworks Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:RB:tr

Enclosures

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

**ENCLOSURE**

March 19, 2024

**WATER RESOURCES CORE SERVICE AREA  
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY  
APPROVAL OF WATER SUPPLY ASSESSMENT  
FOR THE FOX FIELD EAST PROJECT  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

This Board letter has large enclosures.  
Click on link to access:

[2024.03.19 - Fox Field East WSA \(FTP Large Enc\)](#)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024	
<b>BOARD MEETING DATE</b>	3/19/2024	
<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 two services contracts to Patrol Solutions, LLC, for armed and unarmed security services at Public Works Central Yard and various Building and Safety Division permit office locations throughout the County of Los Angeles.	
<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>	The current contracts for these services have an expiration date of March 31, 2024; however, they will expire upon award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractor, Patrol Solutions, LLC.	
<b>COST &amp; FUNDING</b>	Total cost:  Group A: \$4,229,557 Group B: \$3,189,600	Funding source:  Funding for these services is available in various Public Works' Fiscal Year 2023-24 Fund Budgets:  Funding for Group A, Public Works Central Yard, is included in the Internal Services Fund (B04 – Services and Supplies). Funding for Group B, Building and Safety Permit Offices, is included in the Public Works General Fund (A01 – Services and Supplies).  Funds to finance the contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	<b>TERMS (if applicable):</b>  These contracts 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 potential contract terms of 54 months.	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award two services contracts to Patrol Solutions, LLC, to provide armed and unarmed security services for Public Works Central Yard and various Building and Safety Division permit office locations throughout the County of Los Angeles.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended actions will award two services contracts to Patrol Solutions, LLC, to provide armed and unarmed security services at Public Works Operational Services Division Central Yard and various Building and Safety Division permit office locations throughout the County of Los Angeles. The work to be performed will consist of maintaining a security presence to minimize and deter criminal activity on County property. These services are necessary to ensure the safety of County property, staff, and the public. The presence of these services helps foster a safe and secure	

	environment throughout Public Works locations by maintaining an attentive and alert presence to monitor and deter potential criminal activity.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:  Public Works notified over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notified 1,439 Local Small Business Enterprises, 157 Disabled Veteran Business Enterprises, 162 Social Enterprises, and 752 Community Business Enterprises registered with the Department of Economic Opportunity and advertised in regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.
<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 contracts support Board Priority No. 7, Sustainability. The Security Services for Public Works public contracting and asset management service area and municipal services area field location groups will provide security and safety for public infrastructure and County facilities.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone #, and Email:  Angela George-Moody, Chief Deputy Director, (626) 458-4008, <a href="mailto:agmoody@pw.lacounty.gov">agmoody@pw.lacounty.gov</a>

P:\brcdpub\Service Contracts\CONTRACT\Danny\FIELD SECURITY (OSD-BSD)\2023-S\5 AWARD\Board Letter\OSD-BSD Security - Cluster Fact Sheet.docx



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

March 19, 2024

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  
PUBLIC CONTRACTING & ASSET MANAGEMENT CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS  
SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD  
AND VARIOUS BUILDING AND SAFETY PERMIT OFFICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award two services contracts to Patrol Solutions, LLC, for armed and unarmed security services at Public Works Central Yard and various Building and Safety Division permit office locations throughout the County of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that these services can be more economically performed by an independent contractor than by County employees.



3. Award and direct the Chair to execute two contracts to Patrol Solutions, LLC, for armed and unarmed security services. These contracts will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and maximum potential contracts' sums of \$4,229,557 for Group A, Central Yard, and \$3,189,600 for Group B, Building and Safety Permit Office locations.
4. Delegate authority to the Director of Public Works or his designee to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Patrol Solutions, LLC, has successfully performed during the previous contracts' periods and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.
5. Delegate authority to the Director of Public Works or his designee to annually increase the contracts' amounts up to an additional 10 percent of the annual contracts' sums, which are included in the maximum potential contracts' sums for unforeseen additional work within the scope of the contracts if required, and to adjust the annual contracts' sums for each option year over the terms of the contracts.

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

Approval of the recommended action will award two services contracts to Patrol Solutions, LLC, to provide armed and unarmed security services at Public Works Operational Services Division Central Yard and various Building and Safety Division permit office locations throughout the County of Los Angeles.

The work to be performed will consist of observing and reporting any issues that may pose security risks and maintaining a security presence to minimize and deter the potential for theft or vandalism of County property. These services are necessary to ensure the safety of County property, staff, and the public. The presence of these services fosters a safe environment throughout Public Works facilities by maintaining an attentive and alert presence to monitor and deter potential criminal activity.

#### **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 efforts to maintain and safeguard public assets and infrastructure by contracting with a contractor that has the specialized expertise, equipment, and training necessary to help reduce crime, vandalism, and theft of County property and to provide these services accurately, efficiently, timely, and in a responsive manner.

### **FISCAL IMPACT/FINANCING**

The contracts' amounts are based on Public Works' estimated annual utilization of the contractor's services at the hourly rates quoted by the contractor. The sums for each term of the maximum contracts' periods, if all optional renewal periods are exercised, are as follows:

#### Public Works Central Yard, Group A:

The sum for the initial term is \$883,079.

The sum for the first option term is \$916,248.

The sum for the second option term is \$950,565.

The sum for the third and final option term is \$986,443.

The sum for the month-to-month option to extend up to 6 months is \$493,222.

#### Building and Safety Permit Offices, Group B:

The sum for the initial term is \$666,777.

The sum for the first option term is \$691,234.

The sum for the second option term is \$716,785.

The sum for the third and final option term is \$743,203.

The sum for the month-to-month option to extend up to 6 months is \$371,601.

The maximum potential contracts' sums are \$4,229,557 for Group A and \$3,189,600 for Group B for the maximum contracts' periods of 54 months. The County may also authorize an extension of time to these contracts' maximum potential terms not to exceed 180 days with no additional funding. The total maximum potential contracts' sums include annual funding to provide necessary security services in the event of emergencies to safeguard County property and 10 percent of the annual contracts' sums for unforeseen additional work within the scope of the contracts.

Funding for these services is available in various Public Works' Fiscal Year 2023-24 Fund Budgets:

Funding for Group A, Public Works Central Yard, is included in the Internal Services Fund (B04 – Services and Supplies). Funding for Group B, Building and Safety Permit Offices, is included in the Public Works General Fund (A01 – Services and Supplies).

Any unused authorized amounts up to 25 percent from the previous contracts' terms will be applied to subsequent renewal terms. The total annual expenditures for these services will not exceed the maximum contracts' sums approved by the Board. Funds to finance the contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

The recommended contractor for these services is Patrol Solutions, LLC, located in Norwalk, California. These contracts will commence upon the Board's approval for a period of 1 year. With the Board's delegated authority, Public Works may renew these contracts for three additional 1-year renewal options and a month-to-month extension up to 6 months for maximum potential total contract terms of 54 months. The County may also authorize extensions of time to these contracts' maximum potential terms not to exceed 180 days with no additional funding.

The current contracts for these services have an expiration date of March 31, 2024; however, they will expire upon award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractor.

County Counsel has approved the recommended contracts, which have been executed by Patrol Solutions, LLC (Enclosures A.1 through A.2). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

Standard services contracts have been used that contain 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 each proposers' minority participation is on file with Public Works. The recommended contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

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

The recommended contractor has agreed to pay its employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to these proposed contracts, as County employees can perform these contracted services. These contracts comply with all the requirements of the Los Angeles County Code, Section 2.201.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

## **ENVIRONMENTAL DOCUMENTATION**

In accordance with Section 15378(b) of the California Environmental Quality Act Guidelines, approval of the recommended action does not constitute a project because it is an organizational or administrative activity of government that will not result in direct or indirect physical changes to the environment and, hence, is not subject to the requirements of California Environmental Quality Act.

## **CONTRACTING PROCESS**

On April 26, 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 X (formerly 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*, *Long Beach Press-Telegram*, and *Pasadena Star News*. Public Works also informed 1,439 Local Small Business Enterprises, 157 Disabled Veteran Business Enterprises, 162 Social Enterprises, 752 Community Business Enterprises, 105 independent contractors, various business development centers, and municipalities about this business opportunity.

On May 25, 2023, five proposals were received. All 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, financial resources, performance history/references, and demonstrated controls over labor/payroll record keeping, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the highest rated, responsive and responsible proposer, Patrol Solutions, LLC, located in Norwalk, California.

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

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

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

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:sk:ao

Enclosures

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

**ENCLOSURE**

March 19, 2024

**SERVICES CONTRACT  
PUBLIC CONTRACTING & ASSET MANAGEMENT CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS  
SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD  
AND VARIOUS BUILDING AND SAFETY PERMIT OFFICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

This Board letter has large enclosures.  
Click on link to access:

[2024.03.19 OSD-BSD Security \(FTP Link Enc\)](#)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024		
<b>BOARD MEETING DATE</b>	3/19/2024		
<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 a services contract for armed and unarmed security services for Public Works Headquarters complex.		
<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>	The previous contract for armed and unarmed security services expired on March 5, 2023, and to maintain continuous security services while the solicitation process for a replacement contract was underway, Public Works utilized the Los Angeles County Sheriff's Department master agreement for security services. The award of this contract will ensure the ongoing provision of services through the recommended contractor, Patrol Solutions, LLC.		
<b>COST &amp; FUNDING</b>	Total cost: \$8,656,355	Funding source:  Funding for these services is included in the Internal Services Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.	
	TERMS (if applicable):  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 Patrol Solutions, LLC, for armed and unarmed security services for the Public Works Headquarters complex.		
<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 Patrol Solutions, LLC, to provide armed and unarmed security services for the Public Works Headquarters complex. The work to be performed will consist of providing trained security personnel to secure Public Works Headquarters complex buildings in order to prevent theft and vandalism to Los Angeles County property.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:  Public Works notified over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notified 1,460 Small Business Enterprises, 180 Disabled		

	<p>Veteran Business Enterprises, 168 Social Enterprises, and 1,013 Community Business Enterprises registered with the Department of Economic Opportunity and advertised in regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.</p>
<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:</p> <p>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.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone #, &amp; Email</p> <p>Shari Afshari, Deputy Director, (626) 458-4008, <a href="mailto:safshari@pw.lacounty.gov">safshari@pw.lacounty.gov</a></p>

P:\brcdpub\Service Contracts\CONTRACT\Victoria\HQ SECURITY\2022 RFP\05 AWARD\BOARD LETTER\HQ Security - Cluster Fact Sheet.docx





MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

March 19, 2024

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  
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ARMED AND UNARMED SECURITY SERVICES FOR  
PUBLIC WORKS HEADQUARTERS COMPLEX  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to Patrol Solutions, LLC, for armed and unarmed security services for the Public Works Headquarters complex.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work in this Board letter is not a project pursuant to the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair to execute the contract for armed and unarmed security services to Patrol Solutions, LLC. This contract will be for a period of 1 year with three 1-year renewal options and a

month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$8,656,355.

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

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

Approval of the recommended action will award a services contract to Patrol Solutions, LLC, to provide 24-hour armed and unarmed security services for the Public Works Headquarters complex.

The work to be performed will consist of providing trained security personnel to secure Public Works Headquarters complex buildings in order to prevent theft and vandalism to Los Angeles County property. These security services foster a safe environment for the employees and visitors at the Public Works Headquarters complex by maintaining an attentive and alert presence to monitor and deter potential criminal activity.

The previous contract for armed and unarmed security services expired on March 5, 2023, and to maintain continuous security services while the solicitation process for a replacement contract was underway, Public Works utilized the Los Angeles County Sheriff's Department master agreement for security services. The award of this contract will ensure the ongoing provision of services through the recommended contractor, Patrol Solutions, LLC.

#### **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, by reducing crime and vandalism and allow the County to manage and maximize use of County assets.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The contract amounts are based on Public Works' estimated annual utilization of the contractor's services at the hourly rates quoted by the contractor. The terms and sums for each term of the maximum contract period, if all optional renewal periods are exercised, are as follows:

The sum for the initial term is \$1,663,765.

The sum for the first option term is \$1,713,674.

The sum for the second option term is \$1,765,089.

The sum for the third and final option term is \$1,817,923.

The sum for the month-to-month option to extend up to 6 months is \$908,962.

Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms. The maximum potential contract sum is \$8,656,355 for the maximum contract period 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. The total maximum potential contract sum includes 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Funding for these services is included in the Internal Services Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

The recommended contractor, Patrol Solutions, LLC, is located in La Mirada, California. This contract will commence upon on April 1, 2024, for a period of 1 year. With the Board's delegated authority, Public Works may renew this contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

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

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

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

The contractor will pay its employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201.

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

### **ENVIRONMENTAL DOCUMENTATION**

The recommended action 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. Approval of the recommended action is an organizational and administrative activity of government that will not result in direct or indirect physical changes to the environment.

### **CONTRACTING PROCESS**

On October 13, 2022, 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 X (formerly 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*, *Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1,460 Local Small Business Enterprises, 168 Social Enterprises, 180 Disabled Veteran

Business Enterprises, 1,013 Community Business Enterprises, and 105 independent contractors about this business opportunity.

On December 13, 2022, six proposals were received. Three proposals were disqualified for failure to meet the minimum mandatory requirements of the RFP. The remainder of the 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, financial resources, performance history/references, and demonstrated controls over labor/payroll record keeping, 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, Patrol Solutions, LLC, located in La Mirada, California.

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

#### **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 the services are presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this Board letter to the Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:EM:ao

Enclosures

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

P:\brcdpub\Service Contracts\CONTRACT\Victoria\HQ SECURITY\2022 RFP\05 AWARD\BOARD LETTER\HQ Security - Board Letter.doc

**ENCLOSURE**

March 19, 2024

**SERVICES CONTRACT  
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ARMED AND UNARMED SECURITY SERVICES FOR  
PUBLIC WORKS HEADQUARTERS COMPLEX  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

This Board letter has large enclosures.  
Click on link to access:

[2024.03.19 - HQ Security BL \(FTP Large Enc\) \(Rev\)](#)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024	
<b>BOARD MEETING DATE</b>	3/19/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input checked="" 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 three services contracts to Patrol Solutions, LLC, for armed and unarmed security services at various Public Works field location groups throughout the County of Los Angeles.	
<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>	The current contracts for these services will expire on March 31, 2024. The award of these contracts will continue the current services by the recommended contractor, Patrol Solutions, LLC.	
<b>COST &amp; FUNDING</b>	Total cost:  Group 1: \$4,000,583 Group 2: \$4,269,339 Group 3: \$3,421,661	Funding source:  Funding for these services is included in Public Works' Fiscal Year 2023-24 various fund budgets. Funding for Group 1, north area yards, is included in the Road Fund (B03 – Services and Supplies). Funding for Group 2, east area yards, is included in the Road Fund (B03 – Services and Supplies), Internal Services Fund (B04 – Services and Supplies), and Consolidated Sewer Maintenance Fund (GA9 – Services and Supplies). Funding for Group 3, Countywide park-n-ride lots, is included in the Transit Operations Fund (CP6 – Services and Supplies).  Funds to finance the contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	<b>TERMS (if applicable):</b>  These contracts 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 potential contract terms of 54 months.	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award three services contracts to Patrol Solutions, LLC, to provide armed and unarmed security services for various Public Works transportation service area field locations throughout the County of Los Angeles.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended actions will award three services contracts to Patrol Solutions, LLC, to provide armed and unarmed security services at various Public Works maintenance yards, rideshare parking lots, and other facilities throughout the County of Los Angeles. The work to be performed will consist of maintaining a security presence to minimize and deter criminal activity on County property. These services are necessary to ensure the safety of County property, staff, and the public. The presence of these services helps foster a safe environment throughout Public Works	



	locations by maintaining an attentive and alert presence to monitor and deter potential criminal activity.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:  Public Works notified over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notified 1,460 Local Small Business Enterprises, 180 Disabled Veteran Business Enterprises, 168 Social Enterprises, and 1,013 Community Business Enterprises registered with the Department of Economic Opportunity and advertised in regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.
<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:  Supports Board Priority No. 7, Sustainability. The Security Services for various Public Works transportation service area field location groups will provide security and safety for public infrastructure and County facilities.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone #, and Email:  Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847 <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>

P:\brcdpub\Service Contracts\CONTRACT\Danny\FIELD SECURITY (SWMD)\2023-ReBid\5 AWARD\Board Letter\Group-C\SWMD Security - Cluster Fact Sheet.docx



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

March 19, 2024

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 CONTRACTS  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS  
ROAD MAINTENANCE FIELD LOCATIONS AND PARK-N-RIDE LOTS  
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award three services contracts to Patrol Solutions, LLC, for armed and unarmed security services at various Public Works field location groups throughout the County of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD**

1. Find that the contract work is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that these services can be more economically performed by an independent contractor than by County employees.

3. Award and direct the Chair to execute three contracts to Patrol Solutions, LLC, for armed and unarmed security services. These contracts will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and maximum potential contract sums of \$4,000,583 for Group 1, north area yards; \$4,269,339 for Group 2, east area yards; and \$3,421,661 for Group 3, Countywide park-n-ride lots.
4. Delegate authority to the Director of Public Works or his designee to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Patrol Solutions, LLC, has successfully performed during the previous contracts' periods, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
5. Delegate authority to the Director of Public Works or his designee to annually increase the contracts' amounts up to an additional 10 percent of the annual contracts' sums, which are included in the maximum potential contract sums for unforeseen additional work within the scope of the contracts if required, and to adjust the annual contracts' sums for each option year over the terms of the contracts.

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

Approval of the recommended action will award three services contracts to Patrol Solutions, LLC, to provide armed and unarmed security services at various Public Works maintenance yards, rideshare parking lots, and other facilities throughout the County of Los Angeles.

The work to be performed will consist of observing and reporting any issues, which pose security risks, and maintaining a security presence to minimize and deter the potential for theft or vandalism of County property. These services are necessary to ensure the safety of County property, staff, and the public. The presence of these services fosters a safe environment throughout Public Works facilities by maintaining an attentive and alert presence to monitor and deter potential criminal activity.

#### **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 efforts to maintain and safeguard

public assets and infrastructure. The recommended contractor has the specialized expertise, equipment, and training necessary to help reduce crime, vandalism, and theft of County property and will provide these services accurately, efficiently, timely, and in a responsive manner to support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The contracts' amounts are based on Public Works' estimated annual utilization of the contractors' services at the hourly rates quoted by the contractor. The sums for each term of the maximum contract periods, if all optional renewal periods are exercised for each respective contract, are as listed in Enclosure A, for overall maximum potential contract sums as follows:

A maximum potential contract sum of \$4,000,583 for Group 1, north area yards.

A maximum potential contract sum of \$4,269,339 for Group 2, east area yards.

A maximum potential contract sum of \$3,421,661 for Group 3, Countywide park-n-ride lots.

The maximum potential contracts' sums identified above for each contract Group are for the maximum contract periods of 54 months. The County may also authorize an extension of time to these contracts' maximum potential terms not to exceed 180 days with no additional funding. The total maximum potential contracts' sums include annual funding to provide necessary security services in the event of emergencies to safeguard County property, and 10 percent of the annual contracts' sums for unforeseen additional work within the scope of the contracts.

Funding for these services is included in Public Works' Fiscal Year 2023-24 various fund budgets:

Funding for Group 1, north area yards, is included in the Road Fund (B03 – Services and Supplies).

Funding for Group 2, east area yards, is included in the Road Fund (B03 – Services and Supplies), Internal Services Fund (B04 – Services and Supplies), and Consolidated Sewer Maintenance Fund (GA9 – Services and Supplies).

Funding for Group 3, Countywide park-n-ride lots, is included in the Transit Operations Fund (CP6 – Services and Supplies).

Any unused authorized amounts up to 25 percent from the previous contracts' terms will roll over into subsequent renewal terms. The total annual expenditures for these services will not exceed the maximum contract sums approved by the Board. Funds to finance the contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

The recommended contractor for these services is Patrol Solutions, LLC, located in Norwalk, California. These contracts will commence on April 1, 2024, or upon the Board's approval, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew these contracts for three additional 1-year renewal options and a month-to-month extension up to 6 months for maximum potential total contract terms of 54 months. The County may also authorize extensions of time to these contracts' maximum potential terms not to exceed 180 days with no additional funding.

The current contract for these services has an expiration date of March 31, 2024; however, it will expire upon award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractor.

County Counsel has approved the recommended contracts, which have been executed by Patrol Solutions, LLC (Enclosures B.1 through B.3). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

Standard services contracts have been used that contain terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding each proposers' minority participation is on file with Public Works. The recommended contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

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

The recommended contractor has agreed to pay its employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to these proposed contracts, as County employees can

perform these contracted services. These contracts comply with all the requirements of the Los Angeles County Code, Section 2.201.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

### **ENVIRONMENTAL DOCUMENTATION**

In accordance with Section 15378(b) of the California Environmental Quality Act Guidelines, approval of the recommended action does not constitute a project because it is an organizational or administrative activity of government that will not result in direct or indirect physical changes to the environment and, hence, is not subject to the requirements of California Environmental Quality Act.

### **CONTRACTING PROCESS**

On March 20, 2023, a notice of the Request for Proposals was placed on the County's "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, and X (formerly 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*, *Long Beach Press-Telegram*, and *Pasadena Star News*. Public Works also informed 1,460 Local Small Business Enterprises, 180 Disabled Veteran Business Enterprises, 168 Social Enterprises, 1,013 Community Business Enterprises, 105 independent contractors, various business development centers, and municipalities about this business opportunity.

On April 18, 2023, four proposals were received. All 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, financial resources, performance history/references, and demonstrated controls over labor/payroll record keeping, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the highest rated, lowest cost, responsive and responsible proposer, Patrol Solutions, LLC, located in Norwalk, California.

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

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

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

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:em:ao

Enclosures

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

**ENCLOSURE**

March 19, 2024

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS  
SECURITY SERVICES FOR VARIOUS PUBLIC WORKS  
ROAD MAINTENANCE FIELD LOCATIONS AND PARK-N-RIDE LOTS  
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)  
(3 VOTES)**

This Board letter has large enclosures.  
Click on link to access:

[2024.03.19 RMD Field Security \(FTP Large Enc\)](#)



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024		
<b>BOARD MEETING DATE</b>	3/19/2024		
<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>	CIW Morris Dam Access Road and San Gabriel Dam Outlet Channel Rehabilitation Project		
<b>PROGRAM</b>	Water Resources Core Service Area		
<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>	Based on the projections, the contractor is expected to complete all work by September 2024.		
<b>COST &amp; FUNDING</b>	Total cost: \$431,430	Funding source: Flood Control District Fund Fiscal Year 2024-25 Budget	
	TERMS (if applicable): N/A		
	Explanation: Increase the construction contract by \$431,430 for a total revised contract amount of \$4,106,078.		
<b>PURPOSE OF REQUEST</b>	To obtain Board approval for a change order and the increased amount for a construction contract for the Morris Dam Access Road and San Gabriel Dam Outlet Channel Rehabilitation Project.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The scope of work is to reconstruct the lower access road and entrance swing gate; replace walkways and staircases of the west abutment drainage gallery; perform other essential facility repairs, such as replacing worn facility doors and windows, remediating boat dock rails, and improving lighting at the outlet structure at Morris Dam; and perform repairs on the concrete surface of the outlet channel invert at San Gabriel Dam. Both dams are Flood Control District facilities in the Angeles National Forest.</p> <p>The change order is necessary to compensate the contractor for additional labor, equipment, and material costs due to delays to the start of construction. When the San Gabriel Reservoir apron work was about to start in January 2023, heavy rainstorms postponed construction. Additionally, obligatory water releases were scheduled through the spring and summer, which further impeded construction. In August 2023, Tropical Storm Hilary caused more water releases and delays. The construction of the project started in December 2023.</p>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The project enhances flood control facilities, which provides flood protection and stormwater capture for groundwater recharge to downstream communities that includes disadvantaged populations.		
<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 resiliency, longevity, and operational effectiveness of existing infrastructure.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Adam Ariki, Deputy Director, (626) 458-4012, cell (626) 476-6703 <a href="mailto:aariki@pw.lacounty.gov">aariki@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

March 19, 2024

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA  
CHANGE ORDER FOR A CONSTRUCTION CONTRACT  
PROJECT ID NO. FCC0001304  
MORRIS DAM ACCESS ROAD AND SAN GABRIEL DAM  
OUTLET CHANNEL REHABILITATION PROJECT  
IN THE ANGELES NATIONAL FOREST  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to execute a change order for the Morris Dam Access Road and San Gabriel Dam Outlet Channel Rehabilitation Project in the Angeles National Forest.

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

1. Find that the recommended actions are within the scope of the 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 the change order of \$431,430 for costs associated with delays to complete Project ID No. FCC0001304, Morris Dam Access Road and San Gabriel Dam Outlet Channel Rehabilitation Project, in the Angeles National Forest, with Mike Bubalo Construction Company, Inc.

### **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) and allow Public Works to execute a change order to compensate the contractor, Mike Bubalo Construction Company, Inc., for inflationary material and labor increases resulting from the project being postponed for one year due to 2023 rain events. Public Works negotiated with Mike Bubalo Construction Company, Inc., using data from construction industry indices to arrive at the compensation value of \$431,430, which was mutually agreed upon by both parties.

The project improves resilient access to Morris Dam for increased operational efficiency and emergency response and strengthens dam safety at San Gabriel Dam for enhanced reliability of flood risk management. The Board approved the project on June 14, 2022, and the construction contract was executed on September 27, 2022, for a total contract amount of \$3,664,700.

This change order is necessary to compensate the contractor for additional labor, equipment, and material costs incurred due to the postponement in the start of the project. When the project work was about to start in January 2023, heavy rainstorms delayed the start of construction. Because of obligatory water releases that were scheduled through spring and summer, and the nature of the construction activities, the construction start was further delayed. In August 2023, the rain events from Tropical Storm Hilary added additional delays. Construction on the project started on December 11, 2023.

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

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

### **FISCAL IMPACT/FINANCING**

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

The original contract was approved for \$3,664,700 on September 27, 2022. Since that time, an additional amount of \$9,948 was approved on January 22, 2024, through Public Works' delegated authority, for adjustments needed to existing pedestals to accommodate the alignment of the new boat rails.

As previously stated, construction started on December 11, 2023. Given the delay in the start of construction and intervening inflationary and labor costs, an additional change order is required. This action would approve the change order for an increase of \$431,430, and a revised total contract amount of \$4,106,078 (see Enclosure).

Funding for this project is included in the Flood Control District Fund Fiscal Year 2024-25 Budget.

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

The contract for construction of this improvement was awarded on August 16, 2022, to Mike Bubalo Construction Company, Inc., in accordance with the California Public Contract Code and the Board's directives.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed change order falls within the scope of the Morris Dam Access Road and San Gabriel Dam Outlet Channel Rehabilitation Project previously determined to be exempt from CEQA by the Board on June 14, 2022, pursuant to Section 15301 (c), (d), and (m) of the State CEQA Guidelines and Class 1 (m), (n), (w), and (x) and Subsections 7 and 13 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

### **CONTRACTING PROCESS**

The construction contract provides that the contractor be compensated for the work resulting from a change to the original plans and specifications or changed conditions encountered during construction. The cost is negotiated as allowed under the provisions of the contract specifications.

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

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

The Honorable Board of Supervisors  
March 19, 2024  
Page 4

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:RLG:dw

Enclosure

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

**ENCLOSURE**  
March 19, 2024

**WATER RESOURCES CORE SERVICE AREA  
CHANGE ORDER FOR A CONSTRUCTION CONTRACT  
PROJECT ID NO. FCC0001304  
MORRIS DAM ACCESS ROAD AND SAN GABRIEL DAM  
OUTLET CHANNEL REHABILITATION PROJECT  
IN THE ANGELES NATIONAL FOREST  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

Project Description:

Reconstruction of the lower access road and entrance swing gate, replacement of walkways and staircases of the west abutment drainage gallery, replacement of worn facility doors and windows, remediation of boat dock rails, improved lighting at the outlet structure at Morris Dam, and repair the concrete surface of the outlet channel invert at San Gabriel Dam.

Contractor:

Mike Bubalo Construction Company, Inc.

Change Order:

Construction Delay Cost Adjustment	\$431,430
------------------------------------	-----------

Description of Changes:

The change order is necessary to compensate the contractor for additional labor, equipment, and material costs due to delays to the start of construction. When the San Gabriel Reservoir apron work was about to start in January 2023, heavy rainstorms postponed construction. Additionally, obligatory water releases were scheduled through the spring and summer, which further impeded construction. In August 2023, Tropical Storm Hilary caused more water releases and delays. The construction of the project started in December 2023.

Revised Contract Amount:

Original contract amount	\$3,664,700
Changes orders approved under delegated authority	\$9,948
Change order to be approved	<u>\$431,430</u>
Revised contract amount	<u>\$4,106,078</u>
Percent total change to original contract amount	12.04%

AL:dw  
P:\cnpub\ADMIN\Section\Administration\BOARD\CIW\2024\CO Morris Dam\CIW Morris Dam (Enclosure).docx

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024		
<b>BOARD MEETING DATE</b>	3/19/2024		
<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>	County Lighting Districts Annual Assessments – Fiscal Year 2024-25		
<b>PROGRAM</b>	County 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>	Preparation of the annual Engineer's Report cannot start until the Board takes action ordering the Director or his designee to do so. Board action in March 2024 is needed to ensure sufficient time to prepare the Engineer's Report to return to the Board for two additional actions that must occur before June 30, 2024. This will allow the assessments to be included in Fiscal Year 2024-25 tax bills.		
<b>COST &amp; FUNDING</b>	Total cost: No additional costs	Funding source: County Lighting Maintenance Districts (F46, F59, FB8, FF9, FJ5, FK1, FK6, FL1, FN5, FP5, FP4, F24, E01, E02, E07, E41, E44, F28)	
	TERMS (if applicable):		
	Explanation: Sufficient funds are included in the Fiscal Year 2023-24 County Lighting Maintenance Districts' Budget for preparation of the annual Engineer's Report.		
<b>PURPOSE OF REQUEST</b>	Public Works is seeking the Board's adoption of a resolution to prepare and file an annual Engineer's Report for Fiscal Year 2024-25. This is the first step in the three-step process to renew the annual street lighting assessments to provide supplemental funds to keep all streetlights in operation.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>Public Works administers 14 zones within County Lighting District Landscaping and Lighting Act-1, comprised of one unincorporated zone and 13 City zones. This is an assessment district that collects benefit assessments to supplement the general property tax levy to fund the operation and maintenance of streetlights.</li> <li>The adoption of a resolution by the Board to prepare and file an Engineer's Report is required by law to renew the street lighting assessments each fiscal year.</li> <li>Upon the Board's approval of this first step, Public Works will proceed to the second step to file the Engineer's Report and request the Board to set a public hearing date in May 2024 for the adoption of a resolution ordering the levying of assessments in Fiscal Year 2024-25. The Engineer's Report will establish the recommended assessment rates.</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: Assessment to provide supplemental funding necessary for the operation and maintenance of 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>		





MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

March 19, 2024

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  
COUNTY LIGHTING DISTRICTS  
ANNUAL ASSESSMENTS – FISCAL YEAR 2024-25  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to authorize the Director of Public Works or his designee to prepare and file an annual Engineer's Report to renew the annual street lighting assessments for all zones within County Lighting District Landscaping and Lighting Act-1 for Fiscal Year 2024-25.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act.
2. Designate the Director of Public Works or his designee, as the Engineer, under Section 22523 of Article 2, Chapter 1, Part 2, Division 15, of the California Streets and Highways Code (commencing with Section 22520).

3. Adopt the Resolution Ordering the Engineer's Report for Fiscal Year 2024-25 pursuant to the California Streets and Highways Code Section 22622, which orders the Director or his designee, as the Engineer, to prepare and file the required annual Engineer's Report in accordance with Section 22565 et seq. of the California Streets and Highways Code and Section 4(b) of Article XIII D of the California Constitution.

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

The purpose of the recommended actions is to order the Director to prepare and file the required annual Engineer's Report to renew the annual street lighting assessments for all zones within the County Lighting District Landscaping and Lighting Act-1 (Enclosure A) through adoption of a resolution. This is an assessment district that collects benefit assessments to supplement the general property tax levy to fund the operation and maintenance of the streetlights in specified unincorporated County areas and 13 cities (map enclosed). This action only initiates the Engineer's Report and does not establish any assessment rates. However, this first step is necessary before the rates can be established and assessments levied. If this action does not occur, the district will not be able to collect its annual assessments. Renewing the annual levy of assessments is important because it will provide the supplemental funding necessary to ensure continuation of street lighting services for the convenience and safety of the motoring public, as well as the safety and security of people and property, thus benefitting all users of the roadways with streetlights in the assessment district area.

### **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.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

Sufficient funds are included in Fiscal Year 2023-24 County Lighting Maintenance Districts' Budget for preparation of the annual Engineer's Report.

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

On July 24, 1979, the Board approved the formation of the assessment district to provide supplemental funds for the operation of streetlights in the existing County Lighting Maintenance Districts, pursuant to provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15, of the California Streets and Highways Code. Each subsequent year, the Board has renewed annual street lighting assessments for all zones within the assessment district for supplemental funds. The recommended actions are the initial step to authorize the assessments for Fiscal Year 2024-25.

The Landscaping and Lighting Act and the California Constitution (Article XIII D) set forth procedures that must be followed for any fiscal year during which an assessment is to be levied. The Landscaping and Lighting Act requires that the legislative body adopt a resolution generally describing any proposed improvements or substantial changes in existing improvements. The Board must also order an Engineer, designated pursuant to Section 22523 of the California Streets and Highways Code, to prepare and file the Engineer's Report in accordance with Section 22565 et seq. of Article 4, Chapter 1, of the California Streets and Highways Code and Section 4(b) of Article XIII D of the California Constitution.

Following this, Public Works will submit for the Board's consideration the Engineer's Report and resolution that are required to establish the assessments for Fiscal Year 2024-25 and to request the Board to set a date for a public hearing and to consider the adoption of a resolution ordering the levy of assessments. The assessment rates shall be supported by the Engineer's Report. If any future increase in assessment rates is needed, Public Works will comply with all legal requirements under Article XIII D of the California Constitution (Proposition 218).

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

## **ENVIRONMENTAL DOCUMENTATION**

The recommended action to authorize the Director to prepare and file the required annual Engineer's Report to renew the annual street lighting assessments is not a project pursuant to the California Environmental Quality Act because it is an activity that is excluded from the definition of a project by Section 15378(b) of the California Environmental Quality Act Guidelines. The proposed action is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

The Honorable Board of Supervisors  
March 19, 2024  
Page 4

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

Preparing the Engineer's Report is consistent with the current services regularly conducted by Public Works.

**CONCLUSION**

Please return one adopted copy of this letter and a copy of the signed resolution to Public Works, Traffic Safety and Mobility Division. Also, please forward one adopted copy of the letter and resolution 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

Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Assessor (Sonia Carter Baltazar)  
Auditor-Controller (Linda Santillano)

**COUNTY OF LOS ANGELES  
BOARD OF SUPERVISORS  
RESOLUTION ORDERING ENGINEER'S REPORT  
FOR FISCAL YEAR 2024-25  
CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 22622**

WHEREAS, on July 24, 1979, the Board of Supervisors of the County of Los Angeles approved the formation of County Lighting District Landscaping and Lighting Act-1 (Lighting District) to provide supplemental funds for the operation of streetlights in County Lighting Maintenance Districts pursuant to provisions of the Landscaping and Lighting Act of 1972 (Act), Part 2, Division 15, of the California Streets and Highways Code; and

WHEREAS, under the California Streets and Highways Code Section 22622 of the Act, the Board must adopt a resolution generally describing any proposed improvements or substantial changes in existing improvements within the Lighting District, and order the Director of Public Works or his designee, as the Engineer, to prepare and file a report in accordance with Section 22565 et seq. of the California Streets and Highways Code; and

WHEREAS, Section 4(b) of Article XIII D of the California Constitution requires assessments to be supported by a detailed Engineer's Report prepared by a registered professional engineer certified by the State of California.

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

SECTION 1. The Lighting District will include the following improvements:

- a. Additional street lights installed within the existing County Lighting Maintenance Districts and assessment zones in compliance with procedures set forth in the California Streets and Highways Code.
- b. New street lighting systems installed in response to property owner petitions filed and processed in compliance with procedures set forth in the California Streets and Highways Code.
- c. New street lighting systems installed in new land developments pursuant to the requirements of Titles 21 and 22, Los Angeles County Code, the Subdivision and Zoning Ordinances, and processed in compliance with procedures set forth in the California Streets and Highways Code.
- d. Repair or replacement of obsolete street lighting equipment within County Lighting Maintenance Districts and assessment zones.

[illegible]

The foregoing Resolution Ordering Engineer's Report was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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.

JEFF LEVINSON  
Interim 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

CLUSTER AGENDA REVIEW DATE	2/28/2024	
BOARD MEETING DATE	3/19/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works	
SUBJECT	Resolution of Intention and Introduction of an Ordinance To Grant a Common-Carrier Petroleum Pipeline Franchise To Crimson California Pipeline, L.P.	
PROGRAM	None	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$10,000	Funding source: County General Fund
	TERMS (if applicable):	
	Explanation: Crimson California Pipeline L.P. will pay the County a granting fee of \$10,000 within 30 days of the adoption of the ordinance and an annual franchise fee using the internal diameter and linear footage of pipelines pursuant to the rate schedule contained in Section 6231.5 of the California Public Utilities Code, including adjustments for the Consumer Price Index for All Urban Consumers. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.	
PURPOSE OF REQUEST	Crimson requires this 5-year franchise to continue using the public right of way while providing petroleum oil to its customers within Crimson's service area of the County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed franchise will allow Crimson to continue to operate and maintain its pipes and pipelines existing and in the same manner as the operative date of the ordinance for distribution of common-carrier petroleum within the unincorporated County road right of way.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability—The revenues received from this transaction will help promote fiscal responsibility while providing continuous petroleum services to the residents of the County.	
DEPARTMENTAL CONTACTS	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

March 19, 2024

IN REPLY PLEASE

REFER TO FILE: **SMP-6**

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICES AREA  
RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE  
TO GRANT A COMMON-CARRIER PETROLEUM PIPELINE FRANCHISE  
TO CRIMSON CALIFORNIA PIPELINE, L.P.  
(SUPERVISORIAL DISTRICTS 2, 3, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to grant a common-carrier petroleum pipeline franchise to Crimson California Pipeline, L.P.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and the record of the project.
2. Approve the Resolution of Intention to grant a 5-year common-carrier petroleum pipeline franchise to Crimson California Pipeline, L.P.; set the matter for a public hearing on April 16, 2024, or on the next available hearing date within 60 days from the date of adoption of the Resolution of Intention; and instruct the Executive Officer of the Board of Supervisors to publish a Notice of Public Hearing pursuant to Section 6232 of the California Public Utilities Code.

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

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

### **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 Board of Supervisors to approve the enclosed Resolution of Intention (Enclosure A), schedule a public hearing, and publish a Notice of Public Hearing, as needed, to adopt the enclosed ordinance (Enclosure B) to grant a 5-year common-carrier petroleum pipeline franchise to Crimson California Pipeline, L.P.

The purpose of this action is to adopt the ordinance and grant a new franchise to Crimson to operate and maintain its pipes and pipelines existing and in the same manner as of the operative date of this ordinance for distribution of common-carrier petroleum within the unincorporated County road right of way.

The proposed action will benefit Crimson and the residents of the County by allowing Crimson to continue providing petroleum services to its customers and obligating Crimson to comply with the terms of the franchise.

The franchise ordinance includes idle pipeline testing language in conformance with hazardous pipeline safety laws.

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

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County; Strategy II.2, Support the Wellness of Our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, because revenues received from this transaction will help promote fiscal responsibility while providing continuous petroleum services to the residents of the County.

### **FISCAL IMPACT/FINANCING**

Crimson will pay the County a granting fee of \$10,000 within 30 days of the adoption of the ordinance and an annual franchise fee using the internal diameter and linear footage of pipelines pursuant to the rate schedule contained in Section 6231.5 of the California Public Utilities Code. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.

For the 2022 calendar year, the County collected a total annual franchise fee of \$32,622.24 from Crimson. Upon the adoption of the ordinance, the franchise fees will be deposited into the County General Fund-Nondepartmental Revenue.

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

Crimson owns and operates an existing common-carrier petroleum pipeline system in the franchise area to distribute petroleum products. The pipelines were acquired from ConocoPhillips Pipe Line Company and Shell California Pipeline Company LLC. The proposed franchise ordinance will allow Crimson, for a period of 5 years beginning on May 16, 2024, to operate and maintain its pipes and pipelines existing and in the same manner as of the operative date of this ordinance. Changes to the existing operation of the franchise, including material changes to or expansion of infrastructure and/or operation, must undergo the applicable permitting process for approval by the County, in accordance with Section 2.18.015 of the Los Angeles County Code, as well as compliance by Crimson with all applicable laws, regulations, and policies. Approval of the grant of franchise does not approve any general or specific activity not currently in operation as of May 16, 2024, the operative date of the franchise.

Crimson's pipelines in the franchise area transmit petroleum oil products and are regulated by the Office of the State Fire Marshal.

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

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

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. The project, which is to adopt the ordinance and grant a new franchise to Crimson to operate and maintain its pipes and pipelines existing and in the same manner as of the operative date of the ordinance for distribution of common-carrier petroleum within the unincorporated County road right of way, is within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15301, 15302, and 15304 of the State CEQA Guidelines and Classes 1, 2, and 4 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed actions provide for operation, repair, and maintenance of existing facilities; replacement or reconstruction of existing facilities on the same site for substantially the same purpose and capacity; and minor ground-disturbing activities that will not affect sensitive resources. 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.

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

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

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

The Honorable Board of Supervisors  
March 19, 2024  
Page 5

## **CONCLUSION**

Please return adopted copies of this letter, ordinance, and the Resolution of Intention to the attention of Ms. Cordelia Cisneros, Crimson California Pipeline, L.P., 3760 Kilroy Airport Way, Suite 300, Long Beach, CA 90806; the Office of County Counsel; and Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:GE:mr

Enclosures

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

# Enclosure A

**RESOLUTION OF INTENTION  
TO GRANT A 5-YEAR COMMON-CARRIER PETROLEUM PIPELINE FRANCHISE  
TO CRIMSON CALIFORNIA PIPELINE, L.P.**

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

- A. Crimson California Pipeline, L.P., a California Limited Partnership, hereinafter referred to as Franchisee, has applied to the Board of Supervisors of the County of Los Angeles, State of California, for a franchise for a period of five (5) years beginning on May 16, 2024, the operative date of the franchise, and terminating on May 15, 2029, to operate and maintain its pipes and pipelines existing and in the same manner as of the operative date of this ordinance for collection, transportation, or distribution of petroleum, oil, gas, gasoline, wet gas, industrial gas, chemicals, mud, steam, water, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C., Section 9601 et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C., Section 1251 et seq., as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, including adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate for the Franchisee's operations in, under, along, or across any and all highways as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles, State of California, and depicted on the Exhibit Maps attached to the proposed ordinance attached hereto.
- B. It is the intention of the Board of Supervisors to grant the franchise applied for upon the terms and conditions here mentioned. The Franchisee and its successors and assigns will, during the life of its franchise, pay annually to the County of Los Angeles, State of California, an annual franchise fee calculated using the internal diameter and linear footage of pipelines pursuant to the rate schedule contained in Section 6231.5 of the California Public Utilities Code adjusted upward annually for inflation using the Consumer Price Index for All Urban Consumers from the effective date of the granting of the franchise and in the event such payment is not made, the franchise will be forfeited.

- [illegible]



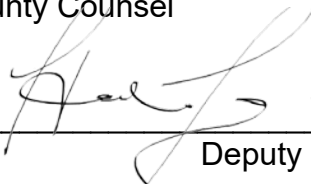
The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the Board of Supervisors of the County of Los Angeles, State of California, and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

JEFF LEVINSON  
Interim 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  for Grace Chang  
Deputy

## **ANALYSIS**

This ordinance grants a common-carrier petroleum pipeline franchise to Crimson California Pipeline, L.P., a California limited partnership, to operate and maintain its petroleum pipeline system existing and in the same manner as of the operative date of this ordinance for a period of five (5) years, beginning on May 16, 2024, and expiring on May 15, 2029. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON  
County Counsel

---

By

**ORDINANCE NO. \_\_\_\_\_**

An ordinance granting a common-carrier petroleum pipeline franchise to Crimson California Pipeline, L.P., a California limited partnership for a period of five (5) years, beginning on beginning on May 16, 2024, and expiring on May 15, 2029, for common carrier petroleum pipelines Franchisee acquired from Shell California Pipeline Company LLC, a Delaware limited liability company, and ConocoPhillips Pipe Line Company, a Delaware corporation, in the unincorporated areas of South Whittier/East La Mirada, Lennox/Del Aire/Wisburn/Hawthorne/El Camino Village, Calabasas/Santa Monica Mountains, and Del Valle/Stevenson Ranch.

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

**Section 1. Franchise Term; Grant.**

A common-carrier petroleum franchise is hereby granted to Crimson California Pipeline, L.P., a California limited partnership ("Franchisee"), and its successors and assigns, for the period of five (5) years, beginning on May 16, 2024, to operate and maintain its pipes and pipelines existing and in the same manner as of the operative date of this ordinance for the collection, transportation, or distribution of petroleum, oil, gas, gasoline or other liquid hydrocarbon products, wet gas, industrial gas, chemicals, mud, steam, water, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. § 9601 et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C. § 1251 et seq., as it may hereafter be amended, together with all manholes,

valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wire, cables, including adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles ("County"), State of California, and depicted on the Exhibit Maps attached hereto and made a part hereof.

**Part A. South Whittier/East La Mirada Area.**

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

Beginning at the intersection of the northerly prolongation of the most westerly boundary line of Greenleaf Avenue, with the centerline of Whittier Boulevard, said intersection being located in the City of Whittier, California; thence southeasterly along the centerline of Whittier Boulevard to the easterly boundary line of the County of Los Angeles, said boundary line being also the westerly boundary line of the City of La Habra, in the County of Orange, California; thence southerly along the easterly boundary line of the County of Los Angeles to the southerly boundary line of Imperial Highway; thence westerly along the southerly boundary line of Imperial Highway to the

westerly boundary line of Shoemaker Avenue; thence northerly along the westerly boundary line of Shoemaker Avenue and its northerly prolongation to the point on said westerly boundary line where Shoemaker Avenue becomes Greenleaf Avenue; thence northerly along the westerly boundary line of Greenleaf Avenue, and the northerly prolongation of its most westerly boundary, to the point of beginning, as said streets, highways, centerlines, and boundary lines existed on January 1, 2018.

**Part B. Lennox/Del Aire/Wiseburn/Hawthorne/El Camino Village Area.**

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

Beginning at the intersection of the westerly boundary line of Aviation Boulevard and the northerly boundary line of West Century Boulevard, in the City of Los Angeles, California; thence easterly along the northerly boundary line of West Century Boulevard to the easterly boundary line of Crenshaw Boulevard; thence southerly along the easterly boundary line of Crenshaw Boulevard to the southerly boundary line of Artesia Boulevard; thence westerly along the southerly boundary line of Artesia Boulevard to the westerly boundary line of Aviation Boulevard; thence northerly along the westerly boundary line of Aviation Boulevard to the point of beginning, as said streets, highways, and boundary lines existed on January 1, 2022.

**Part C. Calabasas/Santa Monica Mountains Area.**

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

Beginning at the northeast corner of Section 21 of Township 1 North, Range 17 West, San Bernardino Base and Meridian (SBBM), in the City of Hidden Hills, California; thence westerly along the northerly boundary lines of Sections 21, 20, and 19 of said Township 1 North Range 17 west, SBBM, to the northwest corner of said Section 19, being also the northeast corner of Section 24 of Township 1 North Range 18 west, SBBM; thence continuing westerly along the northerly boundary line of said Section 24, and its westerly prolongation, to the easterly boundary line of the City of Agoura Hills, California; thence southwesterly along said easterly boundary line of the City of Agoura Hills to the intersection with the westerly prolongation of the southerly boundary line of said Section 24 of Township 1 North Range 18 west, SBBM; thence easterly along said westerly prolongation of the southerly boundary line of said Section 24 to the southwest corner thereon; thence easterly along the southerly boundary line of said Section 24 to the southeast corner thereon, being also the southwest corner of said Section 19 of Township 1 North Range 17 west, SBBM; thence easterly along the southerly boundary lines of Sections 19, 20 and 21 of said Township 1 North Range 17 West, SBBM, to the southeast corner of said Section 21; thence northerly along the easterly boundary line of said Section 21 to the point of beginning, as said section lines and boundary lines existed on January 1, 2018.

**Part D. Del Valle/Newhall Ranch Area.**

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

All of Henry Mayo Drive, State Route 126, within the unincorporated areas of the County lying west of the westerly boundary line of the Golden State Interstate (5) Freeway, and lying east of the easterly boundary line of the County of Ventura, California, said boundary line being also the westerly boundary line of the County of Los Angeles, California, as said streets, highways and county boundary lines existed on January 1, 2022.

**Section 2. Consideration; Payment of Fees.**

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

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

B. Annual Franchise Fee. As additional consideration for a franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the

franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. The Annual Franchise Fee payment by Franchisee shall accrue to the County on January 1 of each year for the length of pipe expressed in feet occupied by Franchisee's facilities described in Section 1 as of December 31 of the calendar year immediately preceding the applicable Fee payment Date, which shall be multiplied by the applicable base rate, derived in accordance with the following schedule pursuant to section 6231.5 of the California Public Utilities Code:

Pipe Size (internal Diameter in inches)	Base rate per linear foot
0-4	\$0.088
6	0.132
8	0.176
10	0.220
12	0.264
14	0.308
16	0.352
18	0.396
20	0.440
22	0.484
24	0.528
26	0.572
28	0.616
30	0.660

For pipelines with an internal diameter not listed above, the fees shall be in the same proportion to the fees of a 12-inch diameter pipe as the diameter of the unlisted pipe is to 12 inches.



1. The total amount of the Annual Franchise Fee payment shall be comprised of the "Base Annual Fee," which shall be adjusted each calendar year, including the year of the granting of this franchise, on the applicable fee payment date in accordance with the following formula:

a. The "Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Metropolitan Area (1982-84=100), All Items," as published by the United States Department of Labor, Bureau of Labor Statistics/Office of Information ("Bureau"), shall be defined as the "index," and such index as it existed on June 30, 1989 (i.e., 128.7), shall be defined as the "base index," which is declared to be 100, and the index for the month of September immediately preceding the fee payment date shall be defined as the "current index";

b. If the current index differs from the base index, then the Base Annual Fee shall increase or decrease by the percentage increase or decrease between the current index and the base index, provided that, if the current index drops below the base index, no adjustment shall be made. The Base Annual Fee shall be multiplied by an adjustment factor determined by dividing the current index by the base index. For example, if the current index is 194.5, the Annual Franchise Fee shall be one hundred and fifty-one and 1/10th percent (i.e.,  $194.5 / 128.7 = 1.511 = 151.1\%$ ) times the Base Annual Fee, provided however, under no circumstances shall the multiplying factor be less than one, nor shall the Annual Franchise Fee calculated using

said factor, be less than the Base Annual Fee. If the Bureau shall revise the index, the parties hereto shall accept the method of revision for conversion recommended by the Bureau; and

2. If the Bureau discontinues the preparation or publication of the CPI-U for the area, and if no translation or transposition table prepared by the Bureau is available to the CPI-U as it existed on June 30, 1989, then the amount of each Annual Franchise Fee shall be computed by reference to such other price index as may be chosen by the County, which shall, in its judgement, vary from the rates specified in Public Utilities Code section 6231.5 in appropriate proportions as then-current commodity consumer prices vary from commodity consumer prices which were current in December 1988, and the County shall be the sole judge of comparability of successive indices and its determination on this point shall be final and conclusive. In no event shall the amount of the Annual Franchise Fee payment calculated according to the base rate and adjusted by reference to such other price index be less than the Base Annual fee as set forth in Section 2.C. above.

D. In the event section 6231.5 of the California Public Utilities Code ceases to be applicable to any of the Franchisee's pipelines, operations, or transportation rates, the County reserves the right to charge the Franchisee the rates then currently charged by the County for similar proprietary pipelines, or the maximum amount permitted by law, whichever is greater.

E. In the event section 6231.5 of the California Public Utilities Code is no longer applicable to the franchise, the County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every five (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

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

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

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

G. Franchisee shall also pay any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection

with this franchise, all of which may be charged at the then-current applicable rates.

### **Section 3. Reports.**

Franchisee shall, during the life of the franchise:

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

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

footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained, in accordance with Section 2.18.015 of the Los Angeles County Code for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

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

1. Make reasonably available to Public Works appropriate documentation of any procedures and schedules ("Procedure") required for conducting safety inspections, verification of purging, and integrity testing ("Testing") of Franchisee's inactive pipelines ("Inactive Pipelines"), in compliance with all applicable federal, State, and local pipeline laws and regulations and the Los Angeles County Code (collectively "Pipeline Laws"). Inactive Pipelines are defined as Franchisee's static, idle, inactive, and out-of-service pipelines, excluding any water or wastewater pipelines.

2. Perform any required purging of Franchisee's Inactive Pipelines or Testing of Franchisee's Inactive Pipelines through an independent third-party testing company, with oversight by appropriate agencies, in compliance with the Pipeline Laws and the Office of the California State Fire Marshal.

3. Provide evidence satisfactory to Public Works that each Inactive Pipeline, in compliance with the Pipeline Laws and the Office of the California State Fire Marshal, has either: (1) been appropriately purged, or (2) undergone required Testing and been approved for active use, or (3) been approved for removal or abandonment in place by the appropriate regulatory authority, including the California Public Utilities Commission, the California State Fire Marshal, or any other Federal or State body or official.

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

#### **Section 4. Late Payments.**

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

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the due date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the due date until full payment is

received. Should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of this franchise, operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

#### **Section 5. Indemnification, Insurance, and Bonding.**

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

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: (1) County's grant and/or extension of the franchise; (2) Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee, its employees, agents, servants, receivers,

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

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any petroleum, oil, gas, gasoline, other liquid hydrocarbon products, wet gas, industrial gas, chemicals, steam, water, wastewater, mud, or other substances from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and to repair or restore Franchisee's pipelines and



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

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

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this

franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

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

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

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

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

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

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

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

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

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

endorsed for all owned, non-owned, and hired vehicles with a limit of not less than two million dollars (\$2,000,000) per occurrence.

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

i. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.

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

d. Professional Liability/Errors and Omissions Insurance covering Franchisee's liability arising from or related to this Contract, with limits of not less than \$3 million per claim and \$5 million aggregate. Further, Franchisee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it

may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

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

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than two hundred thousand dollars (\$200,000), payable to the County of Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of two hundred thousand dollars (\$200,000), or any portion thereof, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

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

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

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Treasurer Tax Collector, as applicable.

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

amount(s) determined by the County, within thirty (30) days after written notice from the County.

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

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

#### **Section 6. Transfers and Assignments.**

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., and shall provide all documents requested by the County, as set forth in subsection 6.F. Consent to any such Assignment shall only be

refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations.

Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County under subsection 6.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, certified copies of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument is not filed with Public Works within thirty (30) days after the effective date of such proposed assignment, or if any condition to consent by the County has not been met, then the County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms, and conditions upon the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed



to grant Franchisee the right to complete an Assignment except in the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

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

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

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

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

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

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

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

by Franchisee and the proposed Transferee, or either, prior to final consideration of the request by the County or the Board, as applicable.

**Section 7. Parental Guaranty.**

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

**Section 8. Removal or Abandonment of Facilities.**

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

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

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

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

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

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

#### **Section 9. Relocation of Pipelines.**

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

#### **Section 10. Pipeline Franchise Ordinance.**

Franchisee must comply with certain provisions of Los Angeles County Code, Title 16, Divisions 3 and 3A (collectively, the “Master Pipeline Franchise”), namely,

those provisions found under Chapters 16.36, 16.38, 16.40, 16.44, 16.52, and 16.54 of the Master Pipeline Franchise. If there is a conflict between the terms of this franchise and the provisions of the Master Pipeline Franchise, such that compliance with both conflicting terms is not feasible, the terms of this franchise shall prevail.

Additionally, Franchisee acknowledges that it must comply with all applicable federal, state, and local laws and regulations, including the County Code, as may be amended hereafter, to the extent Franchisee continues to conduct activities within the County's right-of-way, and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

#### **Section 11. County Addresses.**

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

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

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

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

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

Crimson California Pipeline L.P.  
Attn: Land Department  
3760 Kilroy Airport Way, Suite 300  
Long Beach, CA 90806

**Section 12. Franchise Ordinance Operative Date.**

The operative date of this franchise ordinance shall be May 16, 2024.

**Section 13. Termination.**

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

# Crimson California Pipeline, L.P. Common-Carrier Petroleum Pipeline Franchise

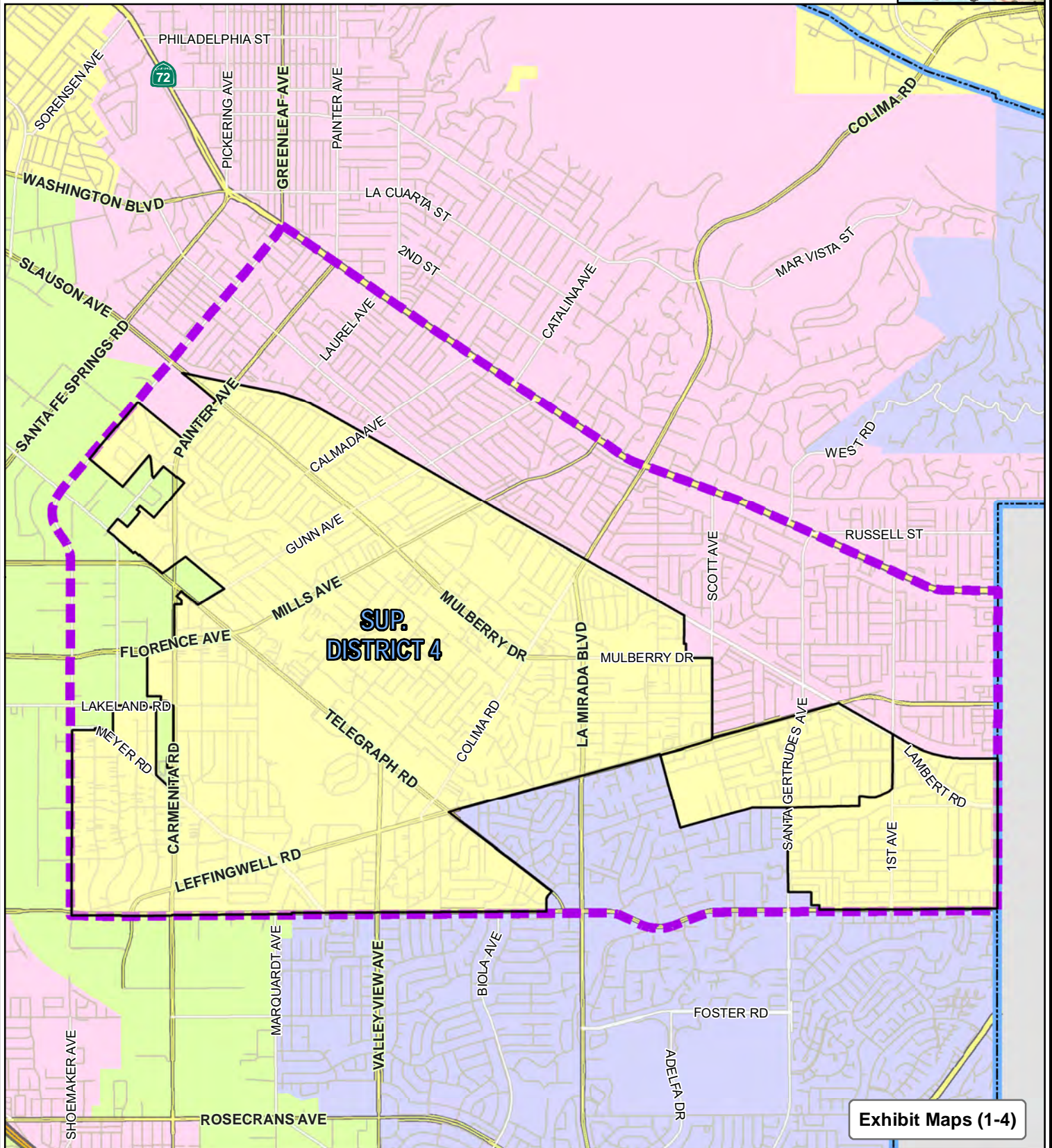


Exhibit Maps (1-4)



■ Franchise Boundary  
--- Supervisorial District

■ Unincorporated County Area

P:\mppub\MAPSVCS\CUSTOM\_MAPS\SMPM\Acq&Rev\Pipeline Franchise\MXD\20230413\_CRIMSON\_P.mxd  
DATE: Sep 20, 2023 Mapping & GIS Services, SMPM (mthong)

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

0 0.45  
Miles





# Crimson California Pipeline, L.P. Common-Carrier Petroleum Pipeline Franchise

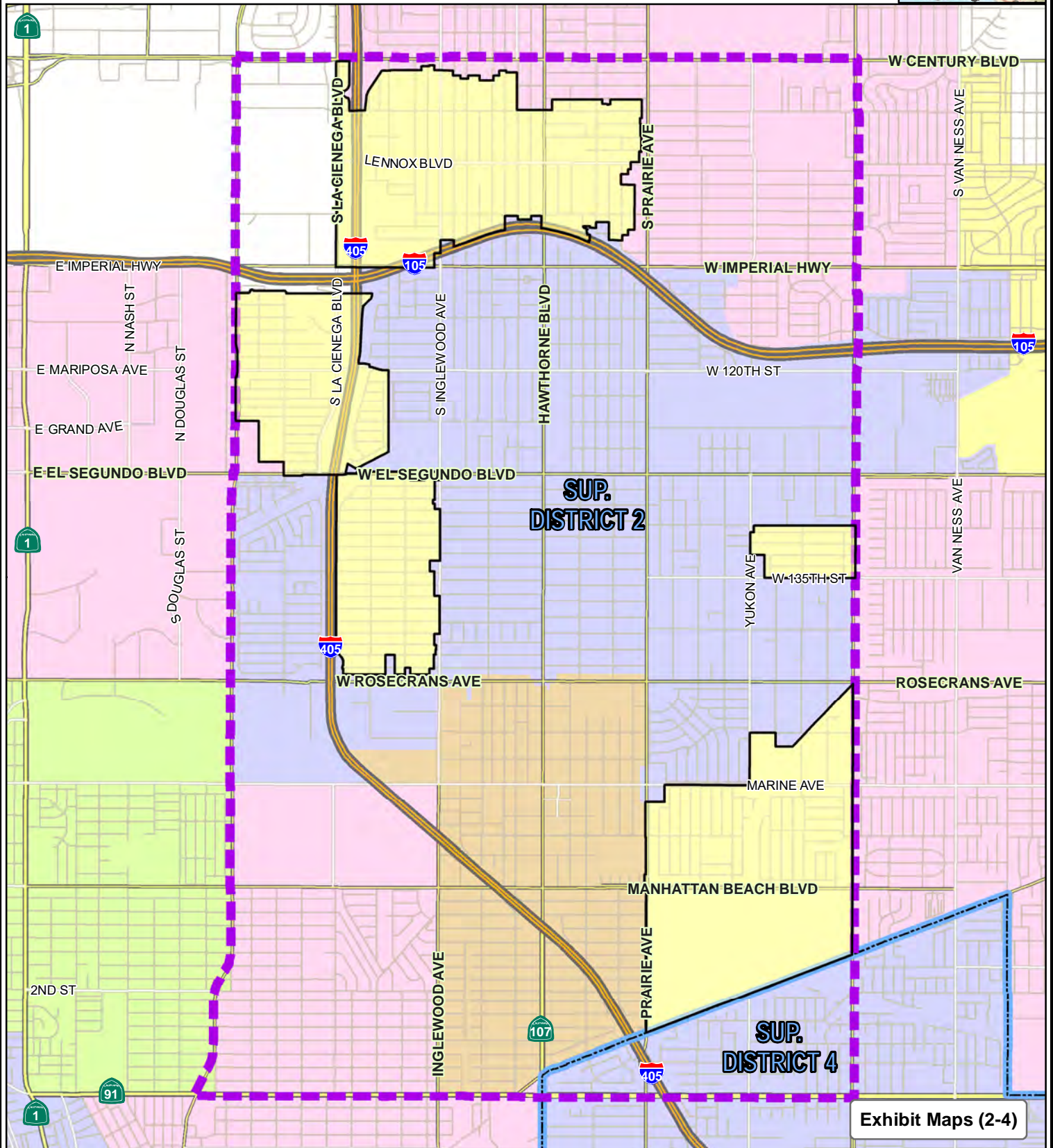


Exhibit Maps (2-4)



- Franchise Boundary
- Unincorporated County Area
- Supervisorial District

P:\mp\pub\MAPS\VC\CUSTOM\_MAPS\SMP\Acq&Rev\Pipeline Franchise\MXD\20230413\_CRIMSON\_P.mxd  
DATE: Sep 20, 2023 Mapping & GIS Services, SMPM (mthong)

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

0 0.45  
Miles



# Crimson California Pipeline, L.P. Common-Carrier Petroleum Pipeline Franchise

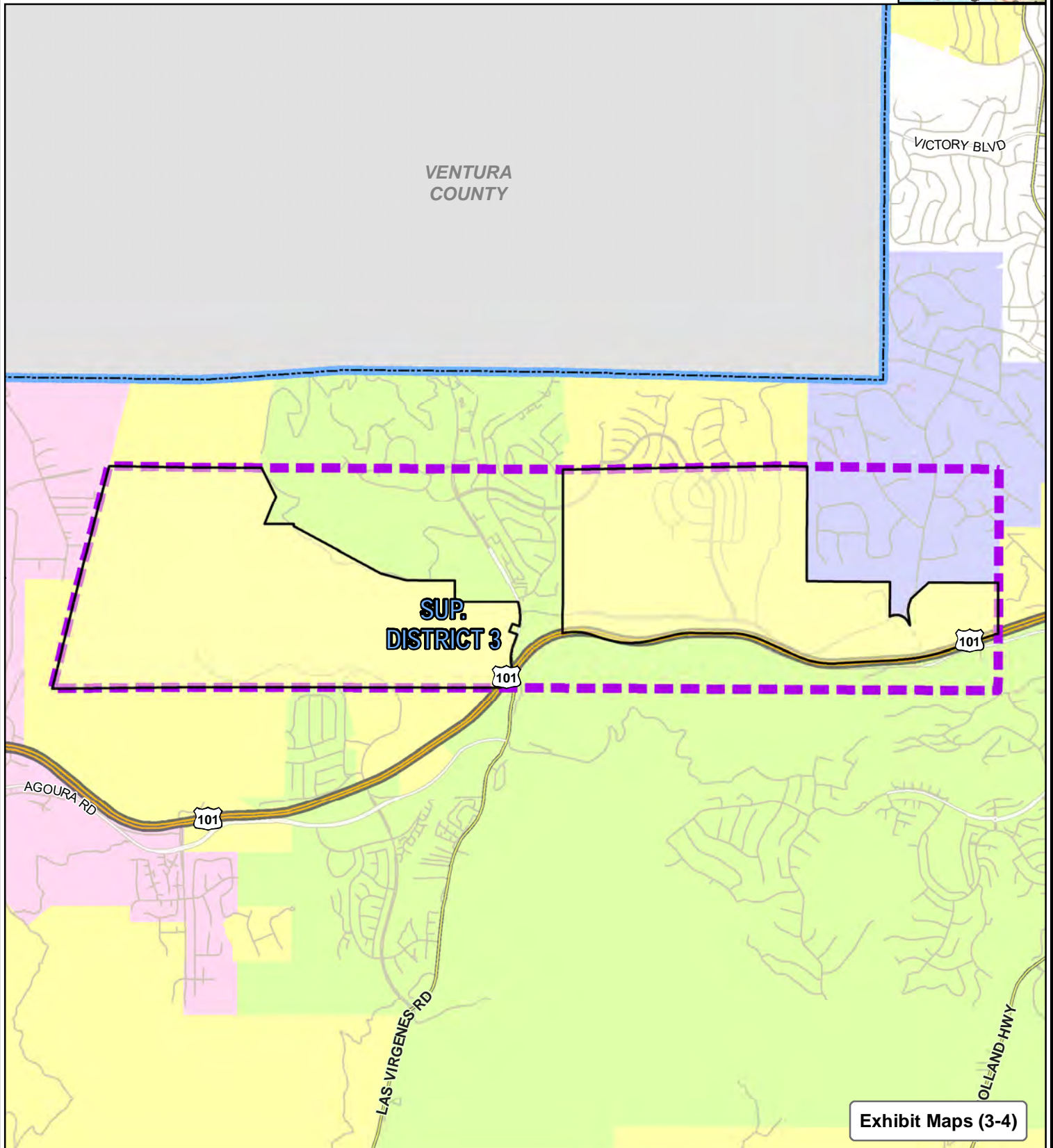


Exhibit Maps (3-4)



■ Franchise Boundary
  Unincorporated County Area

--- Supervisorial District  
 P:\mppub\MAPS\VC\CUSTOM\_MAPS\SMPM\Acq&Rev\Pipeline Franchise\MXD\20230413\_CRIMSON\_P.mxd  
 DATE: Sep 20, 2023 Mapping & GIS Services, SMPM (mthong)

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

0 0.45 Miles





# Crimson California Pipeline, L.P. Common-Carrier Petroleum Pipeline Franchise



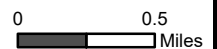
Exhibit Maps (4-4)



- Franchise Boundary
- Supervisorial District
- Unincorporated County Area

P:\mppubl\MAPSVCS\CUSTOM\_MAPS\SMPM\Acq&Rev\Pipeline Franchise\MXD\20230413\_CRIMSON\_P.mxd  
DATE: Sep 20, 2023 Mapping & GIS Services, SMPM (mthong)

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



## **EXHIBIT B**

### **PARENTAL GUARANTY**

For valuable consideration, the receipt of which is hereby acknowledged, Crimson Pipeline, a California limited liability company ("Guarantor"), in accordance with and subject to the terms and conditions contained herein, unconditionally guarantees to the County of Los Angeles, a body corporate and politic ("Beneficiary"), the prompt payment when due by Crimson California Pipeline, a limited partnership ("Grantee"), of all payments due Beneficiary under that certain Pipeline Franchise Agreement, dated by and between the Beneficiary and Grantee (the "Franchise").

The rights afforded the Beneficiary under this Parental Guaranty (the "Guaranty") are personal and not transferable nor assignable by the Beneficiary. This Guaranty cancels and supersedes any and all previous and outstanding guaranties given by Guarantor to Beneficiary with respect to the Franchise.

This Guaranty shall be construed under and governed by the laws of the State of California (but not the laws concerning conflicts of laws). The Guarantor and Beneficiary submit to the exclusive jurisdiction of the courts located in the Central Business District of the City of Los Angeles, California with respect to any matter related to or arising under this Guaranty.

Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations, including, but not limited to, reimbursement of costs and overhead associated with repairs, restoration, environmental mitigation and facility removal or abandonment work the Beneficiary may perform or cause to be performed pursuant to

the terms of the Franchise. Guarantor shall have no obligation to perform or enforce performance on Grantee under the Franchise.

Guarantor represents and warrants that this Guaranty is a legal, valid, and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms except as limited by bankruptcy or other laws of general application. Guarantor agrees that any amendments, modifications, alterations or changes made in the Franchise covered by this Guaranty or the giving by the Beneficiary of any extension of time for the performance of any of the Franchise terms, if any, or the giving of any other forbearance on the part of the Beneficiary to the Grantee shall not in any way release the Guarantor or its successors or assigns from any liability arising hereunder, and notice to the Guarantor of any such amendments, modifications, alterations or changes is hereby waived.

Upon failure by the Grantee to make payment due under the Franchise, Beneficiary shall make demand of payment upon the Guarantor. Such demand shall be in writing and shall state the amount the Grantee has failed to pay, and an explanation of why such payment is due, with a specific statement that the Beneficiary is calling upon the Guarantor to pay under this Guaranty.

The Guarantor reserves to itself all rights, setoffs, counterclaims, and other defenses to which the Grantee may have to payment of any obligation, other than (a) defenses arising from the bankruptcy or insolvency of the Grantee, and (b) any other defenses expressly waived in writing by the Grantee or otherwise waived in this Guaranty.

This Guaranty is a continuing guaranty and, subject to earlier termination pursuant to the Franchise, shall remain in full force and effect through the term of the Franchise, until revoked by Guarantor on not less than 10 days prior written notice. This Guaranty shall automatically terminate, except as to guaranteed obligations which arose or existed on or before the date of termination, when (a) the Franchise terminates or when the Franchise has been assigned from Grantee to a party and as part of the assignment, Grantee has been released from its obligations under the Franchise by the Beneficiary, or (b) Guarantor sells, assigns or conveys a majority of its interest in the Grantee to an unaffiliated third party.

Any notice or other communication given hereunder by either Guarantor or Beneficiary to the other party ("Notice") shall be in writing and delivered at the addresses below by prepaid overnight courier service, certified mail (postage prepaid, return receipt requested), or by personal delivery. Notices shall be effective upon actual receipt. Either party may change the address to which Notice is to be given to it by giving Notice as provided above of such change of address to the other party.

If to Beneficiary:

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

If to Guarantor:

IN WITNESS WHEREOF Guarantor has signed the Guaranty as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GUARANTOR:

By: \_\_\_\_\_

Name:

Title:

# **Enclosure B**



## **ANALYSIS**

This ordinance grants a common-carrier petroleum pipeline franchise to Crimson California Pipeline, L.P., a California limited partnership, to operate and maintain its petroleum pipeline system existing and in the same manner as of the operative date of this ordinance for a period of five (5) years, beginning on May 16, 2024, and expiring on May 15, 2029. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON  
County Counsel

---

By

**ORDINANCE NO. \_\_\_\_\_**

An ordinance granting a common-carrier petroleum pipeline franchise to Crimson California Pipeline, L.P., a California limited partnership for a period of five (5) years, beginning on beginning on May 16, 2024, and expiring on May 15, 2029, for common carrier petroleum pipelines Franchisee acquired from Shell California Pipeline Company LLC, a Delaware limited liability company, and ConocoPhillips Pipe Line Company, a Delaware corporation, in the unincorporated areas of South Whittier/East La Mirada, Lennox/Del Aire/Wiseburn/Hawthorne/El Camino Village, Calabasas/Santa Monica Mountains, and Del Valle/Stevenson Ranch.

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

**Section 1. Franchise Term; Grant.**

A common-carrier petroleum franchise is hereby granted to Crimson California Pipeline, L.P., a California limited partnership ("Franchisee"), and its successors and assigns, for the period of five (5) years, beginning on May 16, 2024, to operate and maintain its pipes and pipelines existing and in the same manner as of the operative date of this ordinance for the collection, transportation, or distribution of petroleum, oil, gas, gasoline or other liquid hydrocarbon products, wet gas, industrial gas, chemicals, mud, steam, water, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. § 9601 et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C. § 1251 et seq., as it may hereafter be amended, together with all manholes,

valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wire, cables, including adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles ("County"), State of California, and depicted on the Exhibit Maps attached hereto and made a part hereof.

**Part A. South Whittier/East La Mirada Area.**

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

Beginning at the intersection of the northerly prolongation of the most westerly boundary line of Greenleaf Avenue, with the centerline of Whittier Boulevard, said intersection being located in the City of Whittier, California; thence southeasterly along the centerline of Whittier Boulevard to the easterly boundary line of the County of Los Angeles, said boundary line being also the westerly boundary line of the City of La Habra, in the County of Orange, California; thence southerly along the easterly boundary line of the County of Los Angeles to the southerly boundary line of Imperial Highway; thence westerly along the southerly boundary line of Imperial Highway to the

westerly boundary line of Shoemaker Avenue; thence northerly along the westerly boundary line of Shoemaker Avenue and its northerly prolongation to the point on said westerly boundary line where Shoemaker Avenue becomes Greenleaf Avenue; thence northerly along the westerly boundary line of Greenleaf Avenue, and the northerly prolongation of its most westerly boundary, to the point of beginning, as said streets, highways, centerlines, and boundary lines existed on January 1, 2018.

**Part B. Lennox/Del Aire/Wiseburn/Hawthorne/El Camino Village Area.**

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

Beginning at the intersection of the westerly boundary line of Aviation Boulevard and the northerly boundary line of West Century Boulevard, in the City of Los Angeles, California; thence easterly along the northerly boundary line of West Century Boulevard to the easterly boundary line of Crenshaw Boulevard; thence southerly along the easterly boundary line of Crenshaw Boulevard to the southerly boundary line of Artesia Boulevard; thence westerly along the southerly boundary line of Artesia Boulevard to the westerly boundary line of Aviation Boulevard; thence northerly along the westerly boundary line of Aviation Boulevard to the point of beginning, as said streets, highways, and boundary lines existed on January 1, 2022.

**Part C. Calabasas/Santa Monica Mountains Area.**

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

Beginning at the northeast corner of Section 21 of Township 1 North, Range 17 West, San Bernardino Base and Meridian (SBBM), in the City of Hidden Hills, California; thence westerly along the northerly boundary lines of Sections 21, 20, and 19 of said Township 1 North Range 17 west, SBBM, to the northwest corner of said Section 19, being also the northeast corner of Section 24 of Township 1 North Range 18 west, SBBM; thence continuing westerly along the northerly boundary line of said Section 24, and its westerly prolongation, to the easterly boundary line of the City of Agoura Hills, California; thence southwesterly along said easterly boundary line of the City of Agoura Hills to the intersection with the westerly prolongation of the southerly boundary line of said Section 24 of Township 1 North Range 18 west, SBBM; thence easterly along said westerly prolongation of the southerly boundary line of said Section 24 to the southwest corner thereon; thence easterly along the southerly boundary line of said Section 24 to the southeast corner thereon, being also the southwest corner of said Section 19 of Township 1 North Range 17 west, SBBM; thence easterly along the southerly boundary lines of Sections 19, 20 and 21 of said Township 1 North Range 17 West, SBBM, to the southeast corner of said Section 21; thence northerly along the easterly boundary line of said Section 21 to the point of beginning, as said section lines and boundary lines existed on January 1, 2018.

**Part D. Del Valle/Newhall Ranch Area.**

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

All of Henry Mayo Drive, State Route 126, within the unincorporated areas of the County lying west of the westerly boundary line of the Golden State Interstate (5) Freeway, and lying east of the easterly boundary line of the County of Ventura, California, said boundary line being also the westerly boundary line of the County of Los Angeles, California, as said streets, highways and county boundary lines existed on January 1, 2022.

**Section 2. Consideration; Payment of Fees.**

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

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

B. Annual Franchise Fee. As additional consideration for a franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the

franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. The Annual Franchise Fee payment by Franchisee shall accrue to the County on January 1 of each year for the length of pipe expressed in feet occupied by Franchisee's facilities described in Section 1 as of December 31 of the calendar year immediately preceding the applicable Fee payment Date, which shall be multiplied by the applicable base rate, derived in accordance with the following schedule pursuant to section 6231.5 of the California Public Utilities Code:

Pipe Size (internal Diameter in inches)	Base rate per linear foot
0-4	\$0.088
6	0.132
8	0.176
10	0.220
12	0.264
14	0.308
16	0.352
18	0.396
20	0.440
22	0.484
24	0.528
26	0.572
28	0.616
30	0.660

For pipelines with an internal diameter not listed above, the fees shall be in the same proportion to the fees of a 12-inch diameter pipe as the diameter of the unlisted pipe is to 12 inches.

1. The total amount of the Annual Franchise Fee payment shall be comprised of the "Base Annual Fee," which shall be adjusted each calendar year, including the year of the granting of this franchise, on the applicable fee payment date in accordance with the following formula:

a. The "Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County California Metropolitan Area (1982-84=100), All Items," as published by the United States Department of Labor, Bureau of Labor Statistics/Office of Information ("Bureau"), shall be defined as the "index," and such index as it existed on June 30, 1989 (i.e., 128.7), shall be defined as the "base index," which is declared to be 100, and the index for the month of September immediately preceding the fee payment date shall be defined as the "current index";

b. If the current index differs from the base index, then the Base Annual Fee shall increase or decrease by the percentage increase or decrease between the current index and the base index, provided that, if the current index drops below the base index, no adjustment shall be made. The Base Annual Fee shall be multiplied by an adjustment factor determined by dividing the current index by the base index. For example, if the current index is 194.5, the Annual Franchise Fee shall be one hundred and fifty-one and 1/10th percent (i.e.,  $194.5 / 128.7 = 1.511 = 151.1\%$ ) times the Base Annual Fee, provided however, under no circumstances shall the multiplying factor be less than one, nor shall the Annual Franchise Fee calculated using



said factor, be less than the Base Annual Fee. If the Bureau shall revise the index, the parties hereto shall accept the method of revision for conversion recommended by the Bureau; and

2. If the Bureau discontinues the preparation or publication of the CPI-U for the area, and if no translation or transposition table prepared by the Bureau is available to the CPI-U as it existed on June 30, 1989, then the amount of each Annual Franchise Fee shall be computed by reference to such other price index as may be chosen by the County, which shall, in its judgement, vary from the rates specified in Public Utilities Code section 6231.5 in appropriate proportions as then-current commodity consumer prices vary from commodity consumer prices which were current in December 1988, and the County shall be the sole judge of comparability of successive indices and its determination on this point shall be final and conclusive. In no event shall the amount of the Annual Franchise Fee payment calculated according to the base rate and adjusted by reference to such other price index be less than the Base Annual fee as set forth in Section 2.C. above.

D. In the event section 6231.5 of the California Public Utilities Code ceases to be applicable to any of the Franchisee's pipelines, operations, or transportation rates, the County reserves the right to charge the Franchisee the rates then currently charged by the County for similar proprietary pipelines, or the maximum amount permitted by law, whichever is greater.

E. In the event section 6231.5 of the California Public Utilities Code is no longer applicable to the franchise, the County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every five (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

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

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

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

G. Franchisee shall also pay any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection

with this franchise, all of which may be charged at the then-current applicable rates.

### **Section 3. Reports.**

Franchisee shall, during the life of the franchise:

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

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

footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained, in accordance with Section 2.18.015 of the Los Angeles County Code for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

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

1. Make reasonably available to Public Works appropriate documentation of any procedures and schedules ("Procedure") required for conducting safety inspections, verification of purging, and integrity testing ("Testing") of Franchisee's inactive pipelines ("Inactive Pipelines"), in compliance with all applicable federal, State, and local pipeline laws and regulations and the Los Angeles County Code (collectively "Pipeline Laws"). Inactive Pipelines are defined as Franchisee's static, idle, inactive, and out-of-service pipelines, excluding any water or wastewater pipelines.

2. Perform any required purging of Franchisee's Inactive Pipelines or Testing of Franchisee's Inactive Pipelines through an independent third-party testing company, with oversight by appropriate agencies, in compliance with the Pipeline Laws and the Office of the California State Fire Marshal.

3. Provide evidence satisfactory to Public Works that each Inactive Pipeline, in compliance with the Pipeline Laws and the Office of the California State Fire Marshal, has either: (1) been appropriately purged, or (2) undergone required Testing and been approved for active use, or (3) been approved for removal or abandonment in place by the appropriate regulatory authority, including the California Public Utilities Commission, the California State Fire Marshal, or any other Federal or State body or official.

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

#### **Section 4. Late Payments.**

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

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the due date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the due date until full payment is

received. Should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of this franchise, operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

#### **Section 5. Indemnification, Insurance, and Bonding.**

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

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: (1) County's grant and/or extension of the franchise; (2) Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee, its employees, agents, servants, receivers,

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

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any petroleum, oil, gas, gasoline, other liquid hydrocarbon products, wet gas, industrial gas, chemicals, steam, water, wastewater, mud, or other substances from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and to repair or restore Franchisee's pipelines and

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

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

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this



franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

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

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

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

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

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

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

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

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

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

endorsed for all owned, non-owned, and hired vehicles with a limit of not less than two million dollars (\$2,000,000) per occurrence.

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

i. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.

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

d. Professional Liability/Errors and Omissions Insurance covering Franchisee's liability arising from or related to this Contract, with limits of not less than \$3 million per claim and \$5 million aggregate. Further, Franchisee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it

may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

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

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than two hundred thousand dollars (\$200,000), payable to the County of Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of two hundred thousand dollars (\$200,000), or any portion thereof, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

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

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

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Treasurer Tax Collector, as applicable.

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

amount(s) determined by the County, within thirty (30) days after written notice from the County.

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

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

#### **Section 6. Transfers and Assignments.**

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., and shall provide all documents requested by the County, as set forth in subsection 6.F. Consent to any such Assignment shall only be

refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations.

Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County under subsection 6.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, certified copies of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument is not filed with Public Works within thirty (30) days after the effective date of such proposed assignment, or if any condition to consent by the County has not been met, then the County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms, and conditions upon the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed

to grant Franchisee the right to complete an Assignment except in the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

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

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

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



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

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

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

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

by Franchisee and the proposed Transferee, or either, prior to final consideration of the request by the County or the Board, as applicable.

**Section 7. Parental Guaranty.**

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

**Section 8. Removal or Abandonment of Facilities.**

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

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

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

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

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

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

#### **Section 9. Relocation of Pipelines.**

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

#### **Section 10. Pipeline Franchise Ordinance.**

Franchisee must comply with certain provisions of Los Angeles County Code, Title 16, Divisions 3 and 3A (collectively, the “Master Pipeline Franchise”), namely,

those provisions found under Chapters 16.36, 16.38, 16.40, 16.44, 16.52, and 16.54 of the Master Pipeline Franchise. If there is a conflict between the terms of this franchise and the provisions of the Master Pipeline Franchise, such that compliance with both conflicting terms is not feasible, the terms of this franchise shall prevail.

Additionally, Franchisee acknowledges that it must comply with all applicable federal, state, and local laws and regulations, including the County Code, as may be amended hereafter, to the extent Franchisee continues to conduct activities within the County's right-of-way, and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

#### **Section 11. County Addresses.**

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

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

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

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

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

Crimson California Pipeline L.P.  
Attn: Land Department  
3760 Kilroy Airport Way, Suite 300  
Long Beach, CA 90806

**Section 12. Franchise Ordinance Operative Date.**

The operative date of this franchise ordinance shall be May 16, 2024.

**Section 13. Termination.**

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

# Crimson California Pipeline, L.P. Common-Carrier Petroleum Pipeline Franchise

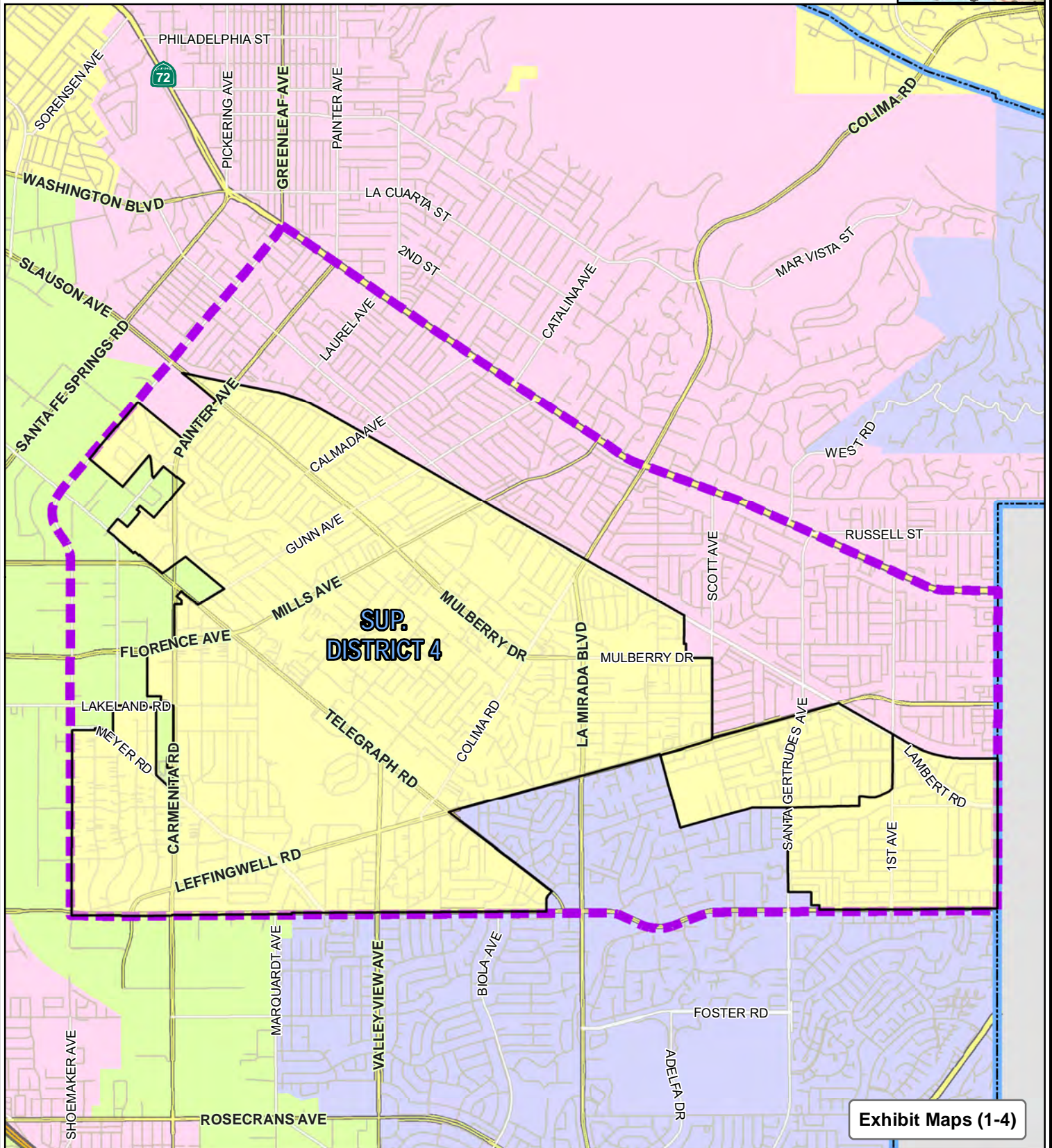
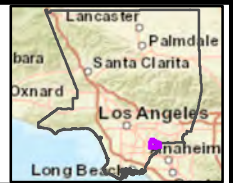


Exhibit Maps (1-4)



■ Franchise Boundary
  Unincorporated County Area

P:\mppub\MAPSVCS\CUSTOM\_MAPS\SMPM\Acq&Rev\Pipeline Franchise\MXD\20230413\_CRIMSON\_P.mxd  
 DATE: Sep 20, 2023 Mapping & GIS Services, SMPM (mthong)

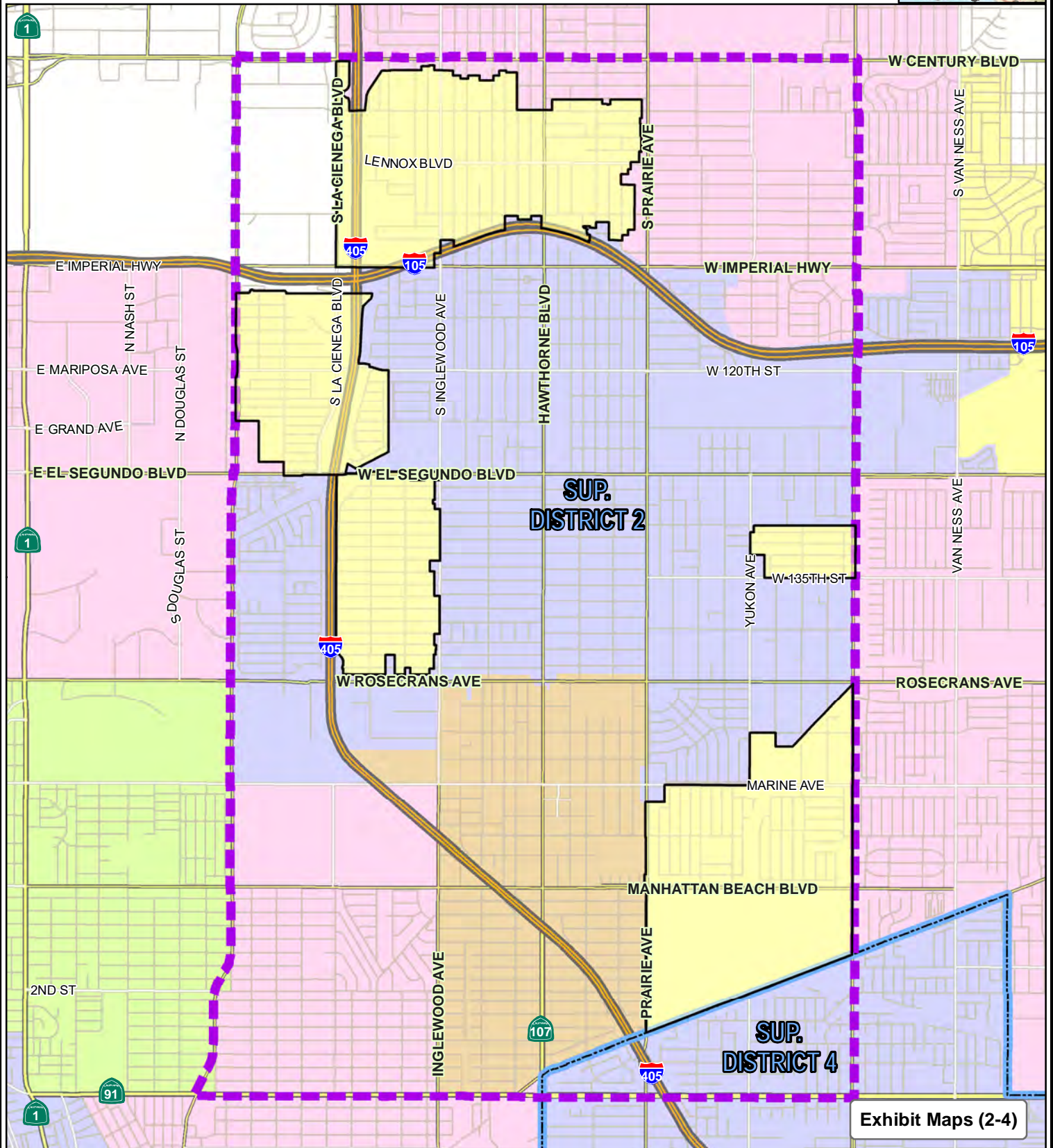
This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error-free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not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

0 0.45 Miles





# Crimson California Pipeline, L.P. Common-Carrier Petroleum Pipeline Franchise



- Franchise Boundary
- Supervisory District
- Unincorporated County Area

P:\mp\pub\MAPS\VC\CUSTOM\_MAPS\SMP\Acq&Rev\Pipeline Franchise\MXD\20230413\_CRIMSON\_P.mxd  
DATE: Sep 20, 2023 Mapping & GIS Services, SMPM (mthong)

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

0 0.45  
Miles





# Crimson California Pipeline, L.P. Common-Carrier Petroleum Pipeline Franchise

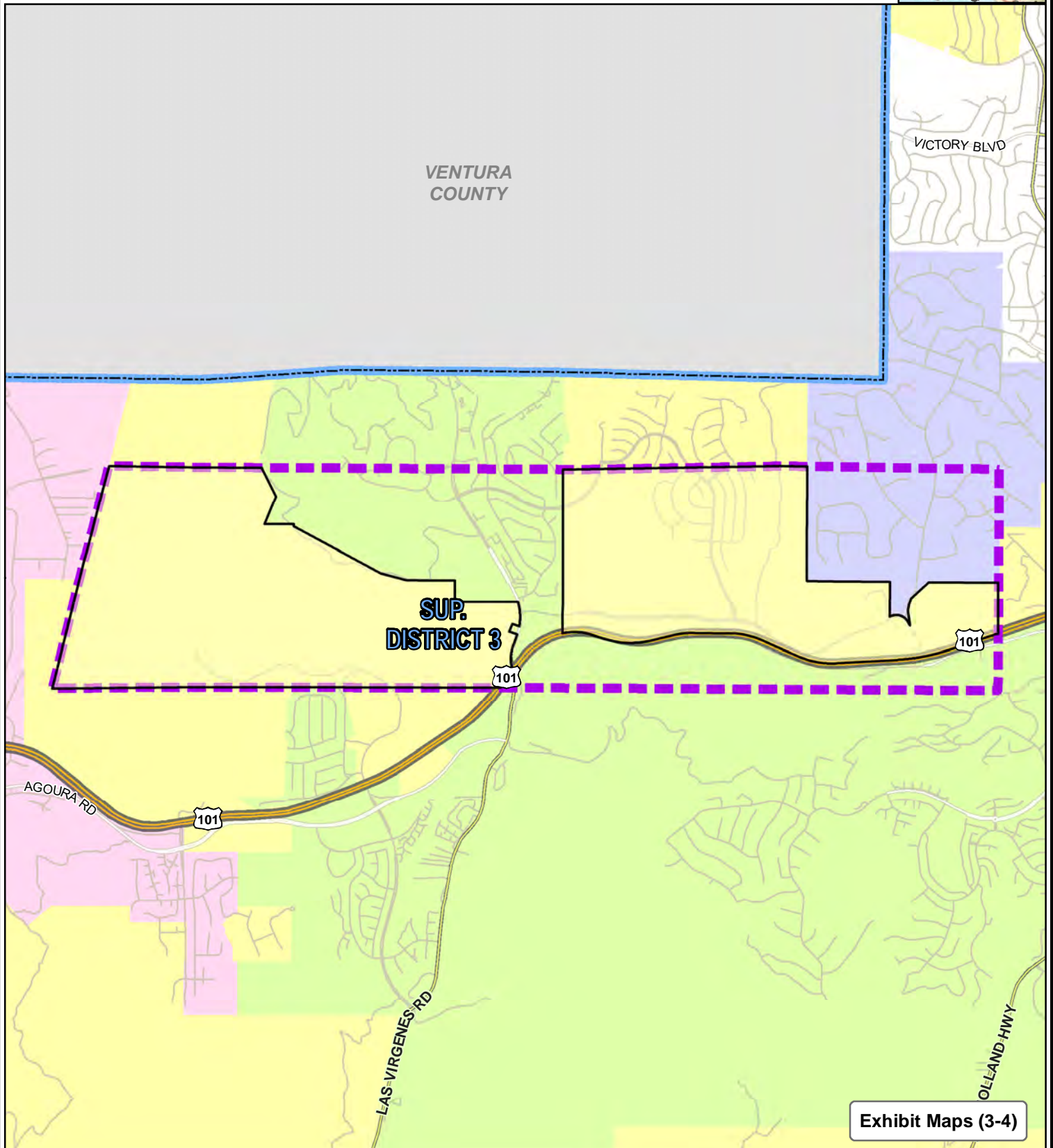


Exhibit Maps (3-4)



■ Franchise Boundary
  Unincorporated County Area

--- Supervisorial District  
 P:\mppub\MAPS\VC\CUSTOM\_MAPS\SMPM\Acq&Rev\Pipeline Franchise\MXD\20230413\_CRIMSON\_P.mxd  
 DATE: Sep 20, 2023 Mapping & GIS Services, SMPM (mthong)

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

0 0.45  
Miles



# Crimson California Pipeline, L.P. Common-Carrier Petroleum Pipeline Franchise



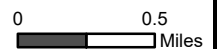
Exhibit Maps (4-4)



- Franchise Boundary
- Supervisorial District
- Unincorporated County Area

P:\mppubl\MAPSVCS\CUSTOM\_MAPS\SMPM\Acq&Rev\Pipeline Franchise\MXD\20230413\_CRIMSON\_P.mxd  
DATE: Sep 20, 2023 Mapping & GIS Services, SMPM (mthong)

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



## **EXHIBIT B**

### **PARENTAL GUARANTY**

For valuable consideration, the receipt of which is hereby acknowledged, Crimson Pipeline, a California limited liability company ("Guarantor"), in accordance with and subject to the terms and conditions contained herein, unconditionally guarantees to the County of Los Angeles, a body corporate and politic ("Beneficiary"), the prompt payment when due by Crimson California Pipeline, a limited partnership ("Grantee"), of all payments due Beneficiary under that certain Pipeline Franchise Agreement, dated by and between the Beneficiary and Grantee (the "Franchise").

The rights afforded the Beneficiary under this Parental Guaranty (the "Guaranty") are personal and not transferable nor assignable by the Beneficiary. This Guaranty cancels and supersedes any and all previous and outstanding guaranties given by Guarantor to Beneficiary with respect to the Franchise.

This Guaranty shall be construed under and governed by the laws of the State of California (but not the laws concerning conflicts of laws). The Guarantor and Beneficiary submit to the exclusive jurisdiction of the courts located in the Central Business District of the City of Los Angeles, California with respect to any matter related to or arising under this Guaranty.

Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations, including, but not limited to, reimbursement of costs and overhead associated with repairs, restoration, environmental mitigation and facility removal or abandonment work the Beneficiary may perform or cause to be performed pursuant to

the terms of the Franchise. Guarantor shall have no obligation to perform or enforce performance on Grantee under the Franchise.

Guarantor represents and warrants that this Guaranty is a legal, valid, and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms except as limited by bankruptcy or other laws of general application. Guarantor agrees that any amendments, modifications, alterations or changes made in the Franchise covered by this Guaranty or the giving by the Beneficiary of any extension of time for the performance of any of the Franchise terms, if any, or the giving of any other forbearance on the part of the Beneficiary to the Grantee shall not in any way release the Guarantor or its successors or assigns from any liability arising hereunder, and notice to the Guarantor of any such amendments, modifications, alterations or changes is hereby waived.

Upon failure by the Grantee to make payment due under the Franchise, Beneficiary shall make demand of payment upon the Guarantor. Such demand shall be in writing and shall state the amount the Grantee has failed to pay, and an explanation of why such payment is due, with a specific statement that the Beneficiary is calling upon the Guarantor to pay under this Guaranty.

The Guarantor reserves to itself all rights, setoffs, counterclaims, and other defenses to which the Grantee may have to payment of any obligation, other than (a) defenses arising from the bankruptcy or insolvency of the Grantee, and (b) any other defenses expressly waived in writing by the Grantee or otherwise waived in this Guaranty.

This Guaranty is a continuing guaranty and, subject to earlier termination pursuant to the Franchise, shall remain in full force and effect through the term of the Franchise, until revoked by Guarantor on not less than 10 days prior written notice. This Guaranty shall automatically terminate, except as to guaranteed obligations which arose or existed on or before the date of termination, when (a) the Franchise terminates or when the Franchise has been assigned from Grantee to a party and as part of the assignment, Grantee has been released from its obligations under the Franchise by the Beneficiary, or (b) Guarantor sells, assigns or conveys a majority of its interest in the Grantee to an unaffiliated third party.

Any notice or other communication given hereunder by either Guarantor or Beneficiary to the other party ("Notice") shall be in writing and delivered at the addresses below by prepaid overnight courier service, certified mail (postage prepaid, return receipt requested), or by personal delivery. Notices shall be effective upon actual receipt. Either party may change the address to which Notice is to be given to it by giving Notice as provided above of such change of address to the other party.

If to Beneficiary:

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

If to Guarantor:

IN WITNESS WHEREOF Guarantor has signed the Guaranty as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GUARANTOR:

By: \_\_\_\_\_

Name:

Title:



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024	
<b>BOARD MEETING DATE</b>	3/19/2024	
<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>	Traffic Regulations in the Unincorporated Communities of East Los Angeles, South San Jose Hills, and Valinda	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The community requested these traffic safety and quality-of-life issues be addressed as soon as possible.	
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source: Road Fund
	TERMS (if applicable):	
	Explanation: There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund Fiscal Year 2023-24 Budget to cover the minor costs of installing and/or removing the necessary signs and markings.	
<b>PURPOSE OF REQUEST</b>	Adopt various traffic regulation orders to support traffic safety, enhance traffic flow, encourage parking turnover, and provide adequate parking for disabled persons in the unincorporated communities of East Los Angeles, South San Jose Hills, and Valinda.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The California Vehicle Code allows the County to adopt regulations for official traffic control devices, such as signs and markings. These traffic regulations are required prior to enforcement by the California Highway Patrol and Sheriff's Department.  Public Works is recommending to adopt the following types of regulations, as well as to rescind traffic regulations that are no longer applicable: <ul style="list-style-type: none"> <li>• Disabled Persons' Parking Zone</li> <li>• Parking Prohibition</li> <li>• School Bus Loading Zone</li> <li>• Stop Control</li> </ul>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability. The proposed traffic regulations support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>	



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

March 19, 2024

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:

**TRANSPORTATION CORE SERVICE AREA  
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES OF  
EAST LOS ANGELES, SOUTH SAN JOSE HILLS, AND VALINDA  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to implement traffic regulations to support traffic safety, enhance traffic flow, encourage parking turnover, and provide adequate parking for disabled persons in the unincorporated communities of East Los Angeles, South San Jose Hills, and Valinda.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that adopting and/or rescinding traffic regulation orders and posting or removing the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
2. Rescind a traffic regulation order establishing a disabled persons' parking zone on the east side of Via Del Oro Street from a point 140 feet north of Via Del Coronado Street to a point 160 feet north of Via Del Coronado Street in the unincorporated community of East Los Angeles as established on February 5, 2013.
3. Adopt a traffic regulation order establishing a disabled persons' parking zone on the east side of Record Avenue between a point 35 feet and a point 55 feet north of Michigan Avenue in the unincorporated community of East Los Angeles.



4. Adopt a traffic regulation order establishing a disabled persons' parking zone on the east side of Record Avenue between a point 50 feet and a point 70 feet south of Cesar E. Chavez Avenue in the unincorporated community of East Los Angeles.
5. Rescind a traffic regulation order establishing a stopping prohibition from 7 a.m. to 5 p.m., school days only, school buses excepted, on the east side of Record Avenue between a point 25 feet north of Michigan Avenue and a point 285 feet north of Michigan Avenue in the unincorporated community of East Los Angeles as established on October 17, 2023.
6. Adopt a traffic regulation order establishing a school bus loading zone from 7 a.m. to 5 p.m., school days only, on the east side of Record Avenue between a point 150 feet and a point 440 feet north of Michigan Avenue in the unincorporated community of East Los Angeles.
7. Adopt a traffic regulation order establishing prohibiting parking for a period longer than 15 minutes from 7 a.m. to 5 p.m., school days only, on the east side of Record Avenue between a point 440 feet and a point 500 feet north of Michigan Avenue in the unincorporated community of East Los Angeles.
8. Adopt a traffic regulation order requiring northbound and southbound traffic on Vidalia Avenue to stop at its intersection with Lanaca Street, establishing all-way stop control in the unincorporated community of South San Jose Hills.
9. Adopt a traffic regulation order prohibiting parking from 10 p.m. to 6 a.m. on the west side of Rimgrove Drive between Mulvane Street and a point 300 feet north of Samgerry Drive in the unincorporated community of Valinda.
10. Adopt a traffic regulation order prohibiting parking from 10 p.m. to 6 a.m. on the south side of Mulvane Street between Galecrest Avenue and Rimgrove Drive in the unincorporated community of Valinda.

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

The purpose of the recommended traffic regulation actions is to support traffic safety, enhance traffic flow, encourage parking turnover, and provide adequate parking for disabled persons. Requests for these traffic regulations were generated by residents or community groups. The affected areas are indicated on the enclosed maps (Enclosures A, B, and C). Implementation of these traffic regulations will benefit all users of the County roadways.

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

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality. The recommended actions support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2023-24 Budget to cover the minor costs of installing and/or removing the necessary signs and markings.

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

The California Vehicle Code authorizes the Board to implement these traffic regulations that are required prior to enforcement by the California Highway Patrol and the Sheriff's Department.

### **ENVIRONMENTAL DOCUMENTATION**

The establishment of these regulations, including the installation or removal of related traffic control devices required to notify the motoring public is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class I(x) 7 of the Environmental Reporting Procedures and Guidelines approved by the Board on November 17, 1987.

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

Implementation of these traffic controls will have a positive impact by enhancing traffic flow and safety. Upon the Board's approval of the traffic regulations, the corresponding signs and markings will be installed within 12 weeks.

The Honorable Board of Supervisors  
March 19, 2024  
Page 4

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Traffic Safety and Mobility Division. Also, please forward adopted copies of this letter to the Sheriff's Department, Parking Enforcement Detail, and the California Highway Patrol's Baldwin Park and East Los Angeles offices.

Respectfully submitted,

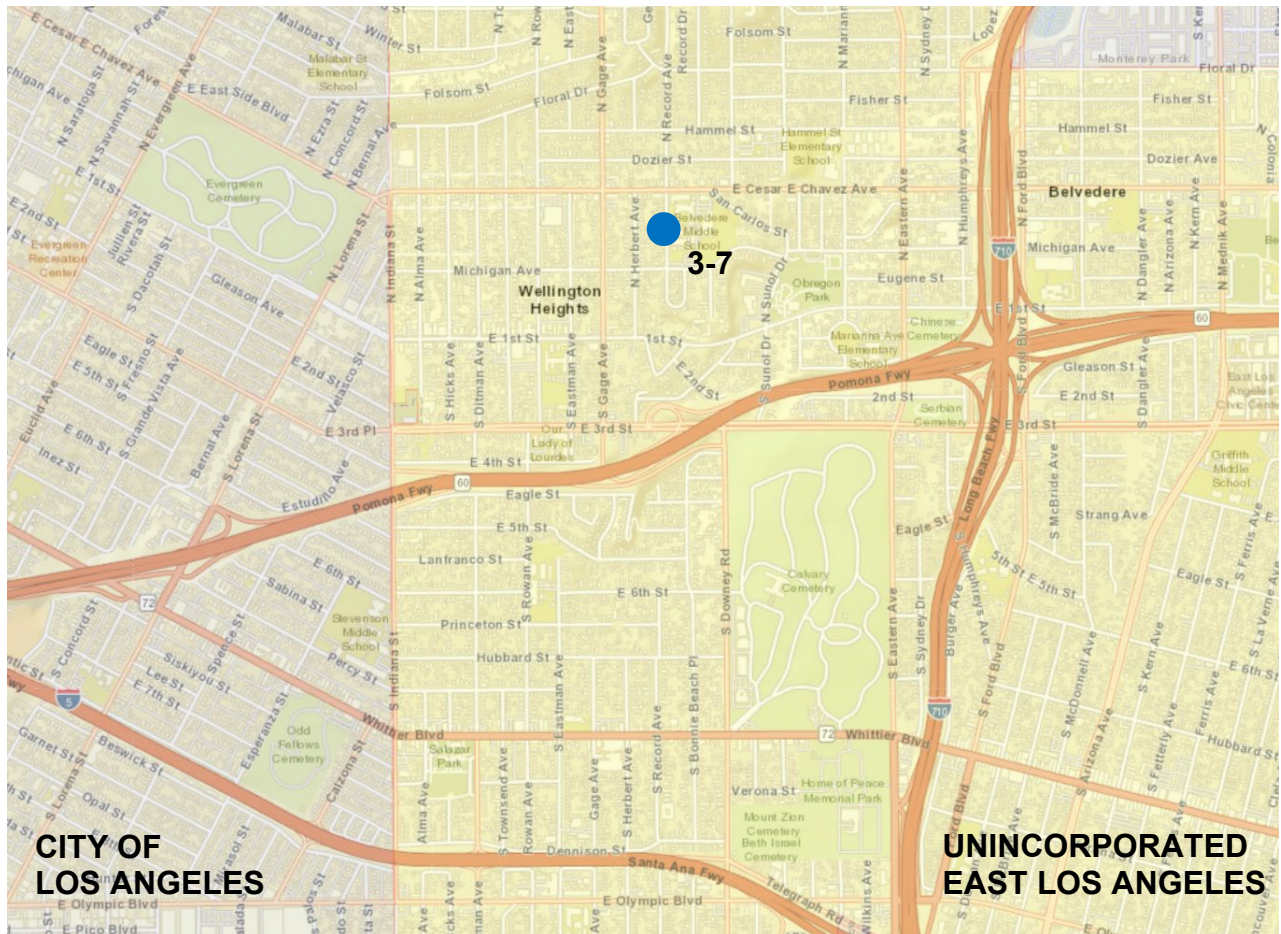
MARK PESTRELLA, PE  
Director of Public Works

MP:EK:ca

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Sheriff's Department (Parking Enforcement Detail)  
California Highway Patrol (Baldwin Park, East Los Angeles)

**ENCLOSURE A  
PROPOSED TRAFFIC REGULATIONS  
EAST LOS ANGELES  
SUPERVISORIAL DISTRICT 1**



● Items for adoption in the Board letter

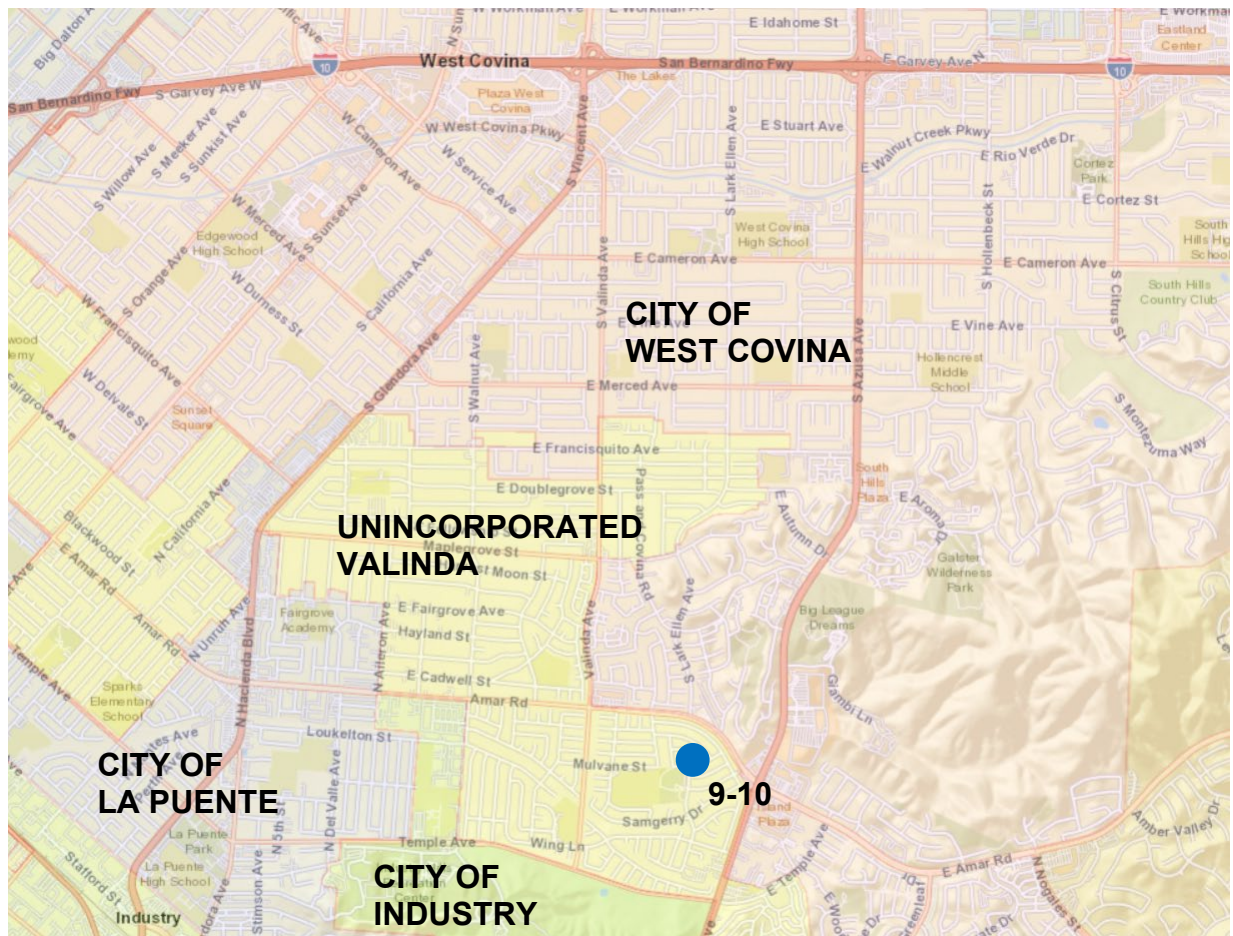


# CITY OF WEST COVINA



March 19, 2024

**ENCLOSURE C  
PROPOSED TRAFFIC REGULATIONS  
VALINDA  
SUPERVISORIAL DISTRICT 1**



● Items for adoption in the Board letter

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024		
<b>BOARD MEETING DATE</b>	3/19/2024		
<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>	Traffic Regulations in the Unincorporated Communities of Athens Village, Del Aire, Rosewood/East Gardena, Rosewood/West Rancho Dominguez, West Rancho Dominguez, and Willowbrook.		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The community requested that these traffic safety and quality-of-life issues be addressed as soon as possible.		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$0	Road Fund	
	TERMS (if applicable):		
	Explanation: There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2023-24 Budget to cover the minor costs of removing and installing the necessary signs and markings.		
<b>PURPOSE OF REQUEST</b>	Adopt traffic regulation orders to support traffic safety, enhance traffic flow, and facilitate passenger loading at a school in the unincorporated communities of Athens Village, Del Aire, Rosewood/East Gardena, Rosewood/West Rancho Dominguez, West Rancho Dominguez, and Willowbrook.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The California Vehicle Code allows the County to adopt regulations for official traffic control devices, such as signs and markings. These traffic regulations are required prior to enforcement by the California Highway Patrol and Sheriff's Department.  Public Works is recommending to adopt the following types of regulations, as well as to rescind traffic regulations that are no longer applicable: <ul style="list-style-type: none"> <li>Midblock Crosswalk</li> <li>Parking Prohibition</li> <li>Speed Limit</li> <li>Stop Control</li> </ul>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability. The proposed traffic regulations support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

March 19, 2024

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES  
OF ATHENS VILLAGE, DEL AIRE, ROSEWOOD/EAST GARDENA,  
ROSEWOOD/WEST RANCHO DOMINGUEZ, WEST RANCHO  
DOMINGUEZ, AND WILLOWBROOK  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to implement traffic regulations to support traffic safety, enhance traffic flow, and facilitate passenger loading at a school in the unincorporated communities of Athens Village, Del Aire, Rosewood/East Gardena, Rosewood/West Rancho Dominguez, West Rancho Dominguez, and Willowbrook.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that adopting and/or rescinding traffic regulation orders and posting or removing the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
2. Rescind a traffic regulation order establishing a 40-mile per hour (mph) speed limit on San Pedro Street between the City of Los Angeles boundary



located 195 feet south of 120th Street and Avalon Boulevard in the unincorporated communities of Athens Village, Rosewood/East Gardena, Rosewood/West Rancho Dominguez, West Rancho Dominguez, and Willowbrook as established on May 12, 2015.

3. Adopt a traffic regulation order establishing a 35-mph speed limit on San Pedro Street between the City of Los Angeles boundary located 195 feet south of 120th Street and Avalon Boulevard in the unincorporated communities of Athens Village, Rosewood/East Gardena, Rosewood/West Rancho Dominguez, West Rancho Dominguez, and Willowbrook.
4. Adopt a traffic regulation order requiring northbound and southbound traffic on Isis Avenue to stop at its intersection with 125th Street, establishing all-way stop control in the unincorporated community of Del Aire.
5. Adopt a traffic regulation order requiring northbound and southbound traffic on Isis Avenue to stop at its intersection with 127th Street, establishing all-way stop control in the unincorporated community of Del Aire.
6. Adopt a traffic regulation order requiring eastbound and westbound traffic on 123rd Street to stop at its intersection with Hindry Avenue, establishing all-way stop control in the unincorporated community of Del Aire.
7. Adopt a traffic regulation order establishing a passenger loading zone from 7 a.m. and 3:30 p.m., school days only, on the south side of 133rd Street between a point 292 feet and a point 500 feet east of Mona Boulevard in the unincorporated community of Willowbrook.
8. Adopt a traffic regulation order establishing a crosswalk across 119th Street located 760 feet west of Mona Boulevard in the unincorporated community of Willowbrook.
9. Adopt a traffic regulation order establishing a crosswalk across 120th Street located 810 feet west of Mona Boulevard in the unincorporated community of Willowbrook.

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

The purpose of the recommended traffic regulation actions is to support traffic safety, enhance traffic flow, and facilitate passenger loading at a school. Requests for these traffic regulations were generated by residents, schools, or community groups. The affected areas are indicated on the enclosed maps (Enclosures A, B, and C). Implementation of these traffic regulations will benefit all users of the County roadways.

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

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality. The recommended actions support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2023-24 Budget to cover the minor costs of installing and/or removing the necessary signs and markings.

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

The California Vehicle Code authorizes the Board to implement these traffic regulations, which are required prior to enforcement by the California Highway Patrol and the Sheriff's Department.

### **ENVIRONMENTAL DOCUMENTATION**

The establishment of these regulations, including the installation or removal of related traffic control devices required to notify the motoring public is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class I(x) 7 of the Environmental Reporting Procedures and Guidelines approved by the Board on November 17, 1987.

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

Implementation of these traffic controls will have a positive impact by enhancing traffic flow and safety. Upon the Board's approval of this traffic regulation, the corresponding signs and markings will be installed within 12 weeks.

The Honorable Board of Supervisors  
March 19, 2024  
Page 4

## **CONCLUSION**

Please return one adopted copy of this letter to Public Works, Traffic Safety and Mobility Division. Also, please forward adopted copies of this letter to the Sheriff's Department, Parking Enforcement Detail, and the California Highway Patrol's South Los Angeles and West Los Angeles offices.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

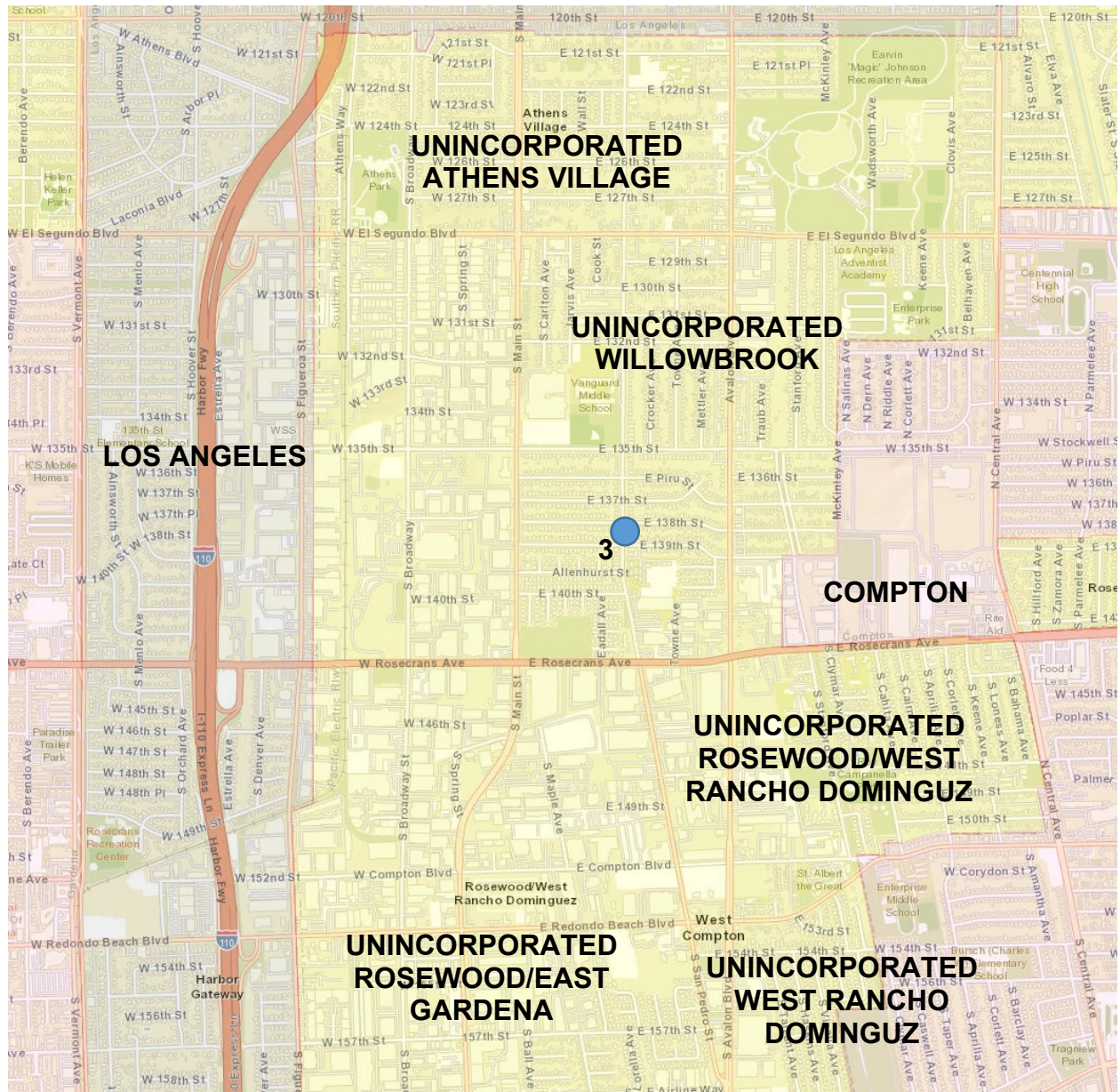
MP:EK:wm

SP:\DOCS\GENL\BL\INV\2023\03-19-2024\SD2 TRAFFIC REGS

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Sheriff's Department (Parking Enforcement Detail)  
California Highway Patrol (South Los Angeles and West Los Angeles)

**ENCLOSURE A**  
**PROPOSED TRAFFIC REGULATION**  
**ATHENS VILLAGE, WILLOWBROOK, ROSEWOOD/EAST GARDENA,**  
**ROSEWOOD/WEST RANCHO DOMINGUEZ, AND WEST RANCHO DOMINGUEZ**  
**SUPERVISORIAL DISTRICT 2**

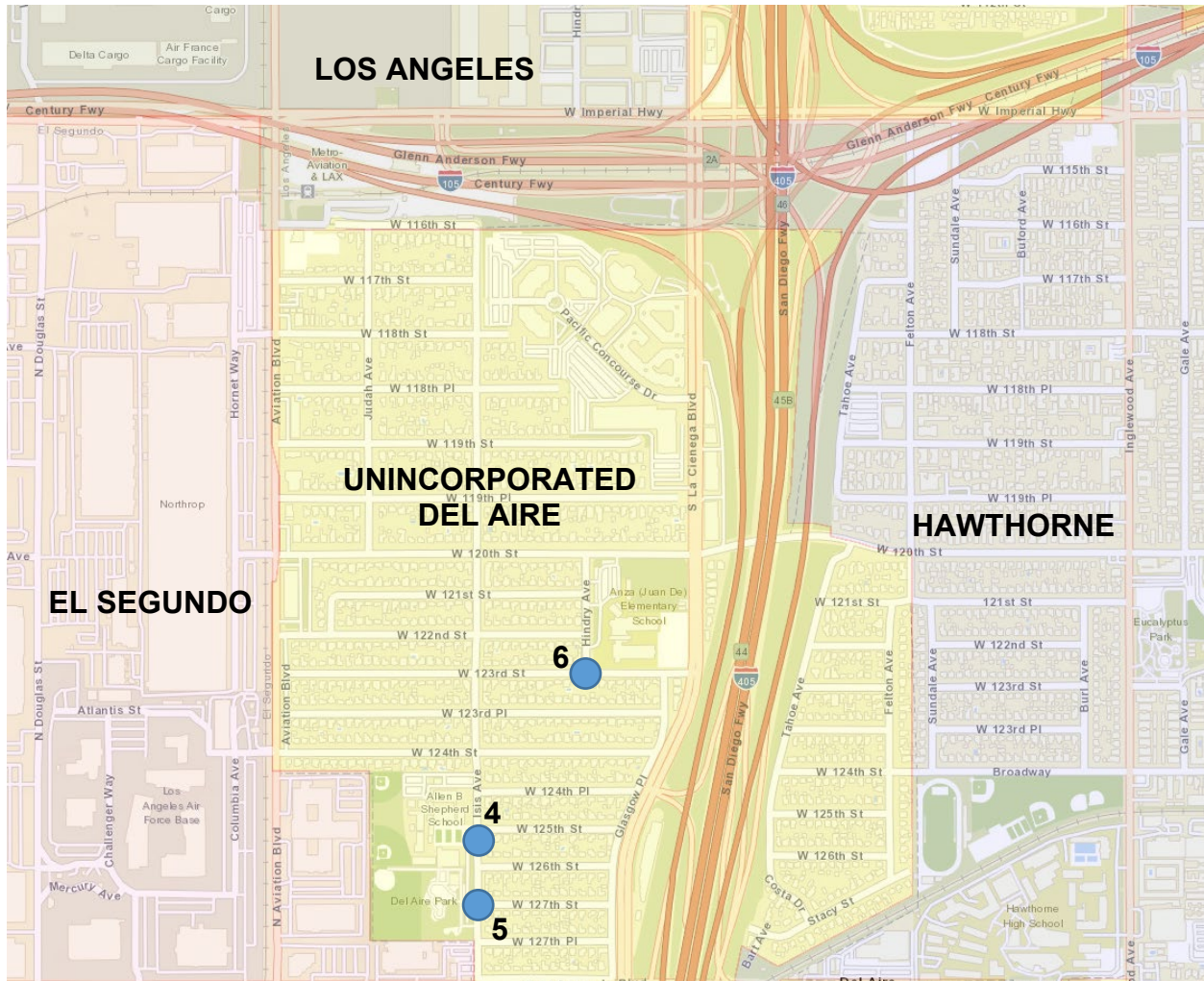


● Item for adoption in the Board letter

March 19, 2024



**ENCLOSURE B  
PROPOSED TRAFFIC REGULATIONS  
DEL AIRE  
SUPERVISORIAL DISTRICT 2**



● Items for adoption in the Board letter

**ENCLOSURE C  
PROPOSED TRAFFIC REGULATIONS  
WILLOWBROOK  
SUPERVISORIAL DISTRICT 2**



● Items for adoption in the Board letter



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28/2024	
<b>BOARD MEETING DATE</b>	3/19/2024	
<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 and Internal Services	
<b>SUBJECT</b>	CP Civic Center Central Plant Boilers and Chillers Replacement 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: \$96,100,000	Funding source: Net County Cost
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Approve the revised project budget of \$96,100,000 for the project make-ready phase and the increased authorization of \$36,000,000 for the Internal Services Department, as the County's Purchasing Agent, to carry out the procurement of the long-lead mechanical and electrical equipment for the project as part of the make-ready phase.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Civic Central Plant was built in the 1950s and supplies chilled water and steam for the heating, ventilation, and air conditioning systems of 11 buildings in the downtown Civic Center area. On November 16, 2021, the Board approved the project to repair, renovate, and restore the historic Central Plant facility to meet current environmental regulations, Building Code standards, and to improve the efficiency and reliability of the facility. The initial demolition and make-ready work is being carried with Job Order Contracts. The major improvements, including installation of the long-lead mechanical and electrical equipment, will be carried out using the Construction Manager at Risk delivery method.	
<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: The project supports Board Priority No. 7, Sustainability, by investing in County facilities to provide improved public services and workforce environments that will lead to increased productivity.	
<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:

March 19, 2024

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

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
CIVIC CENTER CENTRAL PLANT  
BOILERS AND CHILLERS REPLACEMENT PROJECT  
APPROVE REVISED PROJECT BUDGET  
APPROVE INCREASED AUTHORIZATION FOR EQUIPMENT PROCUREMENT  
SPECS. 7842; CAPITAL PROJECT NO. 87735  
(FISCAL YEAR 2023-24)  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

### **SUBJECT**

Public Works is seeking Board approval of the revised project budget and increased authorization for the Internal Services Department to procure long-lead mechanical and electrical equipment for the Civic Center Central Plant Boilers and Chillers Replacement Project.

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

1. Find the recommended actions are within the scope of the previous exemption under the California Environmental Quality Act for the approved Civic Center Central Plant Boilers and Chillers Replacement Project for the reasons stated in this Board letter and in the record of the approved project.



2. Approve the revised project budget of \$96,100,000, an increase of \$50,000,000 from the previous Board-approved budget of \$46,100,000 for the Civic Center Central Plant Boiler and Chillers Replacement Project, Capital Project No. 87735.
3. Approve the increased authorization of \$36,000,000 for the Internal Services Department, as the County's Purchasing Agent, to carry out the procurement and acquisition of long-lead mechanical and electrical equipment for the Civic Center Central Plant Boiler and Chillers Replacement Project.

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

Approval of the recommended actions will find they are within the scope of the previous finding of exemption under the California Environmental Quality Act (CEQA); approve the revised project budget; and approve the increased authorization for the Internal Services Department (ISD) to procure the long-lead mechanical and electrical equipment for the Civic Center Central Plant Boilers and Chillers Replacement Project.

### **Project Background and Description**

The Central Plant was built in the 1950s and supplies chilled water and steam for the heating, ventilation, and air conditioning systems of 11 buildings in the downtown Los Angeles Civic Center area, including the Hall of Administration, Hall of Records, Hall of Justice, Stanley Mosk Courthouse, Clara Shortridge Foltz Courthouse, County Law Library, Dorothy Chandler Pavilion, Mark Taper Forum, Ahmanson Theater, Walt Disney Concert Hall, and the Cathedral of Our Lady of the Angels. The original boilers were noncompliant with current South Coast Air Quality Management District (SCAQMD) clean air emissions standards, and the steam driven refrigeration chillers were passed their useful service life. The Central Plant also houses the cogeneration power plant and associated infrastructure that is no longer in use and needed to be demolished and removed to make space for the needed facility improvements to meet modern-day efficiency and environmental compliance requirements.

On November 16, 2021, the Board approved the project with an initial budget of \$24,900,000 for demolition and make-ready work and authorized Public Works to carry out design through a Board-approved on call architect/engineer agreement and construction of the make-ready work using Board-approved Job Order Contracts (JOCs). This initial phase involves limited design, demolition, and construction activities to address SCAQMD compliance requirements and make-ready work to support the

proposed improvements to the Central Plant. The work includes installation of two replacement chillers and three replacement boilers and associated piping that will allow the Central Plant to comply with SCAQMD emissions standards, demolition, and removal of the existing nonfunctioning cogeneration system, and upgrading the two main electrical services to the Central Plant. The replacement chillers and boilers were completed in September 2023 and met the SCAQMD deadline, and the remaining make-ready work is ongoing and will be completed by October 2024. The Central Plant improvements will help provide improved thermal comfort cooling and heating for buildings in the downtown Civic Center area that provide services to all County residents and visitors to the area.

On January 10, 2023, the Board approved the revised project budget of \$46,100,000 for the demolition and make-ready work; awarded a project-specific architect/engineer design services agreement for a not to exceed contract amount of \$6,100,000 to Perkins Eastman Architects for the approved project; and authorized ISD, as the County's Purchasing Agent, to carry out the procurement of the long-lead mechanical and electrical equipment for the project for a not-to-exceed amount of \$6,000,000.

The previously approved project consists of critical repairs, renovation, and restoration of the historic Central Plant facility, including the building, equipment, and infrastructure to meet current environmental regulations; Building Code standards; and to improve the efficiency and reliability of the facility. The improvements will consist of structural and seismic upgrades to the Central Plant building; historic restoration of the exterior building façade; renovation of the building interior occupied spaces; replacement of the remaining chillers, boiler, cooling towers, and electrical gear; and installation of new emergency electrical generation equipment.

The project will be carried out using the Construction Manager at Risk (CMAR) delivery method. On September 12, 2023, the Board awarded the CMAR Preconstruction and Construction Services Agreement to the Gilbane Building Company for the maximum contract sum of \$1,996,393 to proceed with the preconstruction phase services for the main scope of work until final determination of the recommended Guaranteed Maximum Price, which is anticipated in October 2024.

#### Increased Authorization for Equipment Procurement

Public Works is working with Perkins Eastman Architects and Gilbane Building Company in the preconstruction phase to complete the design and validate the scope, budget, and schedule for the project. As part of the ongoing design effort, the full selection and cost

determinations have been made for the required mechanical and electrical equipment that has a long-lead time due to ongoing supply chain issues in the construction industry. ISD has initiated the procurement of some of the long-lead electrical distribution equipment using the previous Board authorization of \$6,000,000. Approval of the recommended actions will increase ISD's authorization from \$6,000,000 to \$36,000,000 to allow for procurement of the rest of the long-lead mechanical and electrical equipment needed for the project at an estimated value of \$30,000,000, including four chillers, one boiler, electrical service and distribution equipment, and two emergency power generators. All of the long-lead mechanical and electrical equipment will be installed as part of the future CMAR construction phase for the overall plant renovation.

#### Revised Project Budget

As part of the ongoing make ready work, unforeseen site conditions have been encountered triggering the need for additional work, including performing additional hazardous material abatement, replacing additional steam and chilled water piping, and installing additional structural and seismic bracing supports for the piping to meet current Building Code requirements. Approval of the recommended actions will increase the project budget from \$46,100,000 to \$96,100,000 to fully fund the ongoing make-ready work, including the additional work to address unforeseen site conditions, and the procurement of the long-lead mechanical and electrical equipment for the entire project. This will ensure that the long-lead equipment is available on time during the CMAR construction phase and will allow the project to proceed on schedule.

After completion of the preconstruction phase in October 2024, Public Works will return to the Board for approval of the total project budget and the construction phase under the CMAR agreement.

#### Green Building/Sustainable Design Program

The project will support the Board's policy for Green Building/Sustainable Design Program by incorporating energy efficient equipment that is expected to greatly conserve water and energy use and comply with current SCAQMD air emissions standards.

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

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities; Strategy III.3, Pursue Operational Effectiveness, Fiscal

Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets, by investing in public infrastructure that will improve the operational effectiveness of existing County assets.

### **FISCAL IMPACT/FINANCING**

The revised project budget of \$96,100,000 is \$50,000,000 more than the previously Board-approved project budget of \$46,100,000 and includes design, plan check, demolition and make ready work, CMAR preconstruction services, consultant services, County services, and procurement of the long-lead mechanical and electrical equipment. There is sufficient appropriation available in the Civic Center Central Plant Boilers and Chillers Replacement Project, Capital Project No. 87735, to fully fund the revised project budget. The revised project budget is fully funded with net County cost. The revised Project Schedule and Budget Summary are included in the Enclosure.

The total project budget is currently estimated between \$224,000,000 to \$235,000,000. After completion of the CMAR preconstruction phase, Public Works will return to the Board for approval of the total project budget and the construction phase under the CMAR agreement.

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

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the total project budget that will be submitted to the Board for approval after completion of the CMAR preconstruction phase will include 1 percent of the eligible design and construction costs for the Civic Art Allocation.

### **ENVIRONMENTAL DOCUMENTATION**

On November 16, 2021, the Board approved the Central Plant Project and found that it was exempt from CEQA, because the project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (a) and (d); 15302 (c); 15304 (f); and Section 15331 of the State CEQA Guidelines and Classes 1 (h); (3); and (4); 2 (e); 3 (k); and 4 (a) and (c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The approved project provides for minor alteration, demolition, and replacement of equipment housed within an existing structure with no expansion of use and where replacement features will have the same purpose and capacity. The additional

unforeseen work is of the same nature as the work covered under the previous exemptions and, therefore, the same exemptions continue to apply to the project.

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

Approval of the recommended actions will have no impact on current County services or projects. The project is being carried out in multiple phases to keep the Central Plant in operation throughout construction.

**CONCLUSION**

Please return one adopted copy of this Board Letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:GT:sl

Enclosure

c: Department of Arts and Culture  
Auditor-Controller  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Internal Services Department

**CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
CIVIC CENTER CENTRAL PLANT  
BOILERS AND CHILLERS REPLACEMENT PROJECT  
APPROVE REVISED PROJECT BUDGET  
APPROVE INCREASED AUTHORIZATION FOR EQUIPMENT PROCUREMENT  
SPECS. 7842; CAPITAL PROJECT NO. 87735  
(FISCAL YEAR 2023-24)  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>	<b>Revised Scheduled Completion Date</b>
Feasibility Study	06/25/2021*	06/25/2021*
Construction Documents	12/31/2024	12/31/2024
Jurisdictional Approvals	04/30/2025	04/30/2025
Construction Start	06/02/2025	06/02/2025
Substantial Completion	12/31/2026	12/31/2027
Final Acceptance	03/31/2027	03/31/2028

\*Completed Activity

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Board-Approved Budget</b>	<b>Impact of this Action</b>	<b>Proposed Project Budget</b>
Make-Ready Construction	\$22,300,000	\$13,000,000	\$35,300,000
Construction Manager at Risk (Preconstruction Phase)	\$ 2,000,000	\$ 0	\$ 2,000,000
Construction Manager at Risk (Construction Phase)	TBD	TBD	TBD
Equipment Procurement	\$ 6,000,000	\$30,000,000	\$36,000,000
Change Order Contingency	\$ 1,000,000	\$ 4,500,000	\$ 5,500,000
Construction Subtotal	\$31,300,000	\$47,500,000	\$78,800,000
Civic Art	TBD	TBD	TBD
Plans and Specifications	\$11,500,000	\$ 1,500,000	\$13,000,000
Consultant Services	\$ 850,000	\$ 500,000	\$ 1,350,000
Miscellaneous Expenditures	\$ 50,000	\$ 0	\$ 50,000
Jurisdictional Review	\$ 400,000	\$ 0	\$ 400,000
County Services	\$ 3,200,000	\$ 500,000	\$ 3,700,000
<b>TOTAL</b>	<b>\$46,100,000</b>	<b>\$50,000,000</b>	<b>\$96,100,000</b>

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	2/28//2024							
<b>BOARD MEETING DATE</b>	3/12/2024							
<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>	Regional Planning							
<b>SUBJECT</b>	Climate Action Plan							
<b>PROGRAM</b>	Los Angeles County 2045 Climate Action Plan							
<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>	Grant funding deadline							
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$</td><td>Funding source:</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$	Funding source:	TERMS (if applicable):		Explanation:	
Total cost: \$	Funding source:							
TERMS (if applicable):								
Explanation:								
<b>PURPOSE OF REQUEST</b>	Hearing to approve the Los Angeles County 2045 Climate Action Plan (2045 CAP) and associated amendments to the goals, policies, and implementation programs of the General Plan Air Quality Element. The 2045 CAP is the County of Los Angeles' plan towards meeting greenhouse gas emissions reduction targets for unincorporated Los Angeles County by the years of 2030, 2035, and 2045.							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Project responds to the recent directives of the Board of Supervisors (Board) regarding climate action, including a directive for the County to complete a new inventory of the County's GHG emissions, establish future emissions targets, and develop an updated climate action plan. (Board Motions: <i>Support the Paris Climate Agreement and Add LA County to We Are Still In Coalition</i> (September 4, 2018); <i>Los Angeles County's Energy Resiliency Policy and the Impact on Disadvantaged Communities</i> (September 15, 2020); <i>Support the Medium- and Heavy-Duty Electric Vehicle Infrastructure Act of 2021</i> (October 19, 2021); <i>Addressing the Need to Create Climate Resilient Communities</i> (March 1, 2022); and <i>Ensuring the Equitable Decarbonization of Buildings</i> (March 15, 2022)).</p> <p>External issues consist of public concerns heard during public review periods and RPC public hearing. These concerns include the reliability of the electric grid with increasing demand; cost of retrofitting existing buildings and constructing carbon-free new development; feasibility of achieving the County goals of a job density of 300 jobs per acre in high quality transit areas; and increasing the availability of recycled water.</p>							
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:							

	<p>The 2045 CAP is intended to be inclusive, accessible, and meaningful and prioritizes frontline communities. The 2045 CAP includes a section on climate equity that explains the Climate Equity Guiding Principles alignment with the County's Racial Equity Strategic Plan and Equity Approaches, and how it ensures deliberate efforts are made during implementation to build procedural, distributional, and structural equity.</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:</p> <p>This Project supports the Board's priority on Sustainability. The Project includes climate action-related directives from Board motions and is aligned with the OurCounty Sustainability Plan. Eighteen of the 2045 CAP measures are closely aligned with the OurCounty Sustainability Plan actions.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email:</p> <p>Thuy Hua, Supervising Planner</p> <p>213-974-6461</p> <p>thua@planning.lacounty.gov</p>



# LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP  
Director,  
Regional Planning

DAVID DE GRAZIA  
Deputy Director,  
Current Planning

DENNIS SLAVIN  
Chief Deputy Director,  
Regional Planning

JON SANABRIA  
Deputy Director,  
Land Use Regulations

CONNIE CHUNG, AICP  
Deputy Director,  
Advance Planning

JOSEPH HORVATH  
Administrative Deputy,  
Administration

March 12, 2024

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

Dear Supervisors:

**HEARING ON THE LOS ANGELES COUNTY 2045 CLIMATE ACTION PLAN  
PROJECT NO. 2019-002015-(1-5)  
ADVANCE PLANNING NO. RPPL2019003630  
ENVIRONMENTAL ASSESSMENT NO. RPPL2019003635  
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

**SUBJECT**

The recommended actions are to certify the Final Program Environmental Impact Report (PEIR) and approve the Los Angeles County 2045 Climate Action Plan (2045 CAP) and associated amendments to the goals, policies, and implementation programs of the General Plan Air Quality Element, collectively known as the Project.

The Project is the County of Los Angeles (County)'s plan for meeting greenhouse gas (GHG) emissions reduction targets for unincorporated Los Angeles County by the years 2030, 2035, and 2045. A project summary is included as Attachment 1. The proposed 2045 CAP and appendices are included as Attachments 3 and 4. The proposed General Plan amendments are included as Attachment 5, and the Final PEIR is included as Attachment 6.

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

1. Certify that the Final Program Environmental Impact Report (Environmental Assessment No. RPPL2019003635) for the Project has been completed in compliance with the California Environmental Quality Act (CEQA) and reflects the independent judgement and analysis of the County; find that the Board of Supervisors (Board) has reviewed and considered the information contained in the Final PEIR prior to approving the Project,

adopt the Mitigation Monitoring and Reporting Program, finding that the Mitigation Monitoring and Reporting Program is adequately designed to ensure compliance with the mitigation measures during Project implementation; and determine that the significant adverse effects of the Project have either been reduced to an acceptable level or are outweighed by the specific overriding considerations of the Project, as outlined in the Environmental Findings of Fact and Statement of Overriding Considerations, which findings and statement are adopted and incorporated by reference;

2. Indicate its intent to approve the Project (Advance Planning Case No. RPPL2019003630), as recommended by the Regional Planning Commission (RPC); and
3. Instruct County Counsel to prepare the necessary final documents for the Project and bring them back to the Board for their adoption.

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

The County acknowledges the well-established consensus that human activity, especially the combustion of fossil fuels since the beginning of industrialization, is the primary cause of the climate crisis. Now more than ever, climate change has become a real, urgent, and significant threat, with impacts being felt today in Los Angeles County and around the globe. Climate change has already inflicted harm on Los Angeles County residents, especially its most vulnerable, and has the strong potential to negatively affect the safety, public health, economy, and quality of life of future generations.

The Project responds to the recent directives of the Board regarding climate action, including a directive for the County to complete a new inventory of the County's GHG emissions, establish future emissions targets, and develop an updated climate action plan. (Board Motions: *Support the Paris Climate Agreement and Add LA County to We Are Still In Coalition* (September 4, 2018); *Los Angeles County's Energy Resiliency Policy and the Impact on Disadvantaged Communities* (September 15, 2020); *Support the Medium- and Heavy-Duty Electric Vehicle Infrastructure Act of 2021* (October 19, 2021); *Addressing the Need to Create Climate Resilient Communities* (March 1, 2022); and *Ensuring the Equitable Decarbonization of Buildings* (March 15, 2022)).

Approval of the recommended actions will certify the Final PEIR, approve the Project to ensure the GHG emissions reduction policies of the Air Quality Element are updated and implemented, and the County contributes its share to statewide GHG emissions reductions. The Project is a policy document designed to reduce GHG emissions in unincorporated Los Angeles County. No changes to General Plan land use designations, zoning, land use, or specific projects are proposed as part of the Project.

On November 15, 2023, the RPC held a public hearing and voted unanimously to recommend approval of the Project, with the additional staff recommendation from the November 9, 2023,

Supplemental Report. The RPC's resolution is included as Attachment 2 and a summary of the RPC Proceedings is included as Attachment 10.

The objectives of the Project are: (1) identify detailed programs, actions, and performance goals to achieve the climate action policies of the General Plan; (2) identify GHG emissions reduction targets tailored to unincorporated Los Angeles County that closely align with State and County climate goals; (3) provide a road map for reducing GHG emissions to achieve the County's GHG emissions reduction targets; (4) encourage sustainable housing production at all levels of affordability, including increasing housing densities near transit to the extent allowed in the General Plan; and (5) provide a CEQA streamlining process for development projects (serve as a "qualified CAP").

Key components of the Project include: GHG emissions inventory for 2018; emissions forecasts for 2030, 2035, and 2045; GHG emissions targets for 2030, 2035, and 2045; suite of GHG emissions reduction strategies, measures, and actions to reduce GHG emissions from major sectors; technical modeling appendix to explain the 2045 CAP's GHG emissions reduction estimates; consideration of environmental justice and equity concerns; implementation and monitoring measures to ensure successful climate action; and a voluntary CEQA streamlining checklist to allow future projects to streamline GHG emissions analyses pursuant to CEQA. New development projects that choose not to use the voluntary CEQA streamlining checklist must still comply with the Air Quality Element goals and policies for General Plan consistency.

Due to recent legal developments, including the Ninth Circuit's recent decision in *California Restaurant Association v. City of Berkeley* (9th Cir. 2024) \_\_ F.4th \_\_ (2024 WL 23986), the Department of Regional Planning (Department) recommends revising proposed Policy AQ 3.5 of the General Plan Air Quality Element, as shown in Attachment 5. As revised, proposed Policy AQ 3.5 will continue to advance the County's goal of decarbonization while remaining in compliance with applicable law.

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

The Project supports the County's Strategic Plan Goal II: Foster Vibrant and Resilient Communities; Strategy II.3: Make Environmental Sustainability Our Daily Reality; and Objectives II.3.1-5 by developing a comprehensive and integrated approach to reduce GHG emissions in unincorporated Los Angeles County communities.

### **FISCAL IMPACT/FINANCING**

The Project includes actions identified in the OurCounty Sustainability Plan, as well as projects that are currently being implemented by County departments. Eighteen of the 2045 CAP measures are closely aligned with the OurCounty Sustainability Plan actions (Attachment 11). This alignment not only creates efficiencies, but also helps the County capitalize on funding

opportunities. Appendix G of the Project (Attachment 4) provides a list of potential funding sources for implementation.

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

The Project aligns with statewide goals and related legislation. The Project's reduction targets align with Senate Bill 32 and AB 1279, which set statewide GHG emissions reduction targets for the years 2030 and 2045. The Project also aligns with the Advance Clean Cars II Program, which requires all new passenger cars, trucks, and SUVs sold in the state to be zero-emissions by 2035, and Advance Clean Fleets Regulation, which requires manufacturers to sell only zero-emission medium- and heavy-duty vehicles starting in 2036.

In addition to the public hearing conducted by the RPC on November 15, 2023, a public hearing before the Board is required pursuant to Section 22.232.040.B.1 of the County Code. Required notice (Attachment 12) has been given pursuant to the procedures and requirements set forth in Section 22.222.180 of the County Code.

### **ENVIRONMENTAL DOCUMENTATION**

The Final PEIR for the Project has been prepared in compliance with CEQA and is attached/on file with the Clerk of the Board. A notice announcing the availability (Notice of Availability) of the Recirculated Draft PEIR was published pursuant to the California Public Resources Code section 21092 and posted pursuant to section 21092.3. Comments were received from various entities. Responses to those comments are included in the Final PEIR. Responses to all comments received from public agencies were sent pursuant to section 21092.5 of the California Public Resources Code. In addition, all tribal cultural resources consultation requirements of CEQA have been met and documented.

The Final PEIR includes the Recirculated Draft PEIR, responses to public comments, and related sections. The Recirculated Draft PEIR concludes that the Project would result in less than significant impacts after applicable mitigation measures to certain impacts within the following environmental resource areas: Aesthetics, Agriculture and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Population and Housing, Transportation, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire.

Certain impacts to Aesthetics, Agriculture and Forestry Resources, Air Quality, Biological Resources, Noise, and Utilities and Service Systems were determined to be significant and unavoidable, requiring a Statement of Overriding Considerations (Attachment 8). The Project has economic, legal, social, technological, environmental, and other benefits that outweigh the significant and unavoidable environmental effects as described.

The Mitigation Monitoring and Reporting Program (Attachment 9) is included in the Final PEIR and is adequately designed to ensure compliance with the mitigation measures during Project implementation.

The location of the documents and other materials constituting the record of the proceedings upon which your Board decision is based in this matter is the DRP website: <https://lacrdrp.legistar.com/LegislationDetail.aspx?ID=6382293&GUID=80EE4FFC-D256-4A82-9A06-FD448EE2F252>.

Upon your Board's certification of the Final PEIR, the Department will file a Notice of Determination in accordance with section 21152 of the California Public Resources Code.

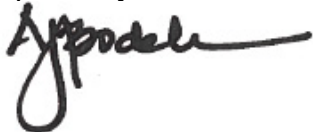
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the Project will not significantly impact County services.

### **CONCLUSION**

For further information, please contact Thuy Hua of the Environmental Planning and Sustainability Section at (213) 974-6461 or [thua@planning.lacounty.gov](mailto:thua@planning.lacounty.gov).

Respectfully submitted,



AMY J. BODEK, AICP  
Director of Regional Planning

AJB:CC:TH:IC:ar

#### Attachments:

1. Project Summary
2. Resolution of the Regional Planning Commission
3. 2045 Climate Action Plan (Final Draft-BOS)
4. Appendices of 2045 Climate Action Plan
5. General Plan Amendment
6. Final PEIR and Appendices, Recirculated Draft PEIR and Appendices
7. CEQA Findings of Fact
8. Statement of Overriding Considerations
9. Mitigation Monitoring and Reporting Program
10. Regional Planning Commission Hearing Summary of Proceedings
11. 2045 CAP-Sustainability Plan Comparison Matrix

The Honorable Board of Supervisors

March 12, 2024

Page 6

## 12. Notice of Public Hearing

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

S\_03\_12\_2024\_AP\_BL\_2045\_CLIMATE\_ACTION\_PLAN

March 12, 2024

**HEARING ON THE LOS ANGELES COUNTY 2045 CLIMATE ACTION PLAN**

**PROJECT NO. 2019-002015-(1-5)**

**ADVANCE PLANNING NO. RPPL2019003630**

**ENVIRONMENTAL ASSESSMENT NO. RPPL2019003635**

**(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

This Board letter has large enclosures.

Click on the link below to access the complete file with attachments:

[Climate Action Plan](#)

(<https://planning.lacounty.gov/long-range-planning/climate-action-plan/documents/>)