



Board of Supervisors

Community Services Cluster Agenda Review Meeting

DATE: October 23, 2024

TIME: 9:00 a.m. – 10:00 a.m.

MEETING CHAIR: Maria Chong-Castillo and Rachel Fox, 3rd Supervisorial District

CEO MEETING FACILITATOR: David Korsak

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

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](#)

**For Spanish Interpretation, the Public should send emails within 48 hours in
advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov**

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):

A. Board Letter (Parks and Recreation - RPOSD) for November 6, 2024 Board Agenda
(was also on the 10/16/2024 Operations Cluster):

APPROVAL OF SOLE SOURCE AMENDMENT TO THE GRANTS MANAGEMENT
SYSTEM AGREEMENT WITH DULLES TECHNOLOGY PARTNERS, INC. FOR
CONTINUED MAINTENANCE AND SERVICING

B. Board Letter (Parks and Recreation – Capital Programs) for November 6, 2024
Board Agenda:

JACKIE ROBINSON PARK HVAC REPLACEMENT PROJECT

ESTABLISH AND APPROVE CAPITAL PROJECT

APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT

CAPITAL PROJECT NO. 8A072

Wednesday, October 23, 2024

- C. Board Letter (Parks and Recreation – Capital Programs) for November 6, 2024
Board Agenda:
VIRGINIA ROBINSON GARDENS ROADWAY AND PARKING RENOVATION
PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT, PROJECT SCOPE, BUDGET,
AND APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 8A068

- D. Board Letter (Public Works) for November 6, 2024 Board Agenda:
SERVICE CONTRACT
ADMINISTRATIVE SERVICES CORE SERVICE AREA
AWARD OF CONSULTANT SERVICE AGREEMENT
ON-CALL JOB ANALYSIS STUDY AND RELATED SERVICES

- E. Board Letter (Public Works) for November 6, 2024 Board Agenda:
SERVICE CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICE CONTRACTS
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS

- F. Board Letter (Public Works) for November 6, 2024 Board Agenda:
SERVICE CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
ON-CALL PRESSURE-REDUCING VALVE ANNUAL INSPECTION AND REPAIR
SERVICES FOR SEAWATER BARRIER PROJECTS

- G. Board Letter (Public Works) for November 6, 2024 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
ACQUISITION OF PROPERTY FROM THE CITY OF SANTA CLARITA
ASSESSOR'S IDENTIFICATION NO. 2840-001-906 AND SALE OF PROPERTIES
FROM COUNTY OF LOS ANGELES TO THE CITY OF SANTA CLARITA
ASSESSOR'S IDENTIFICATION NOS. 2833-005-902, 2833-005-903,
AND 2833-005-904 AND PLACERITA CANYON ROAD, LYONS AVENUE, AND
EMBERBROOK DRIVE

Wednesday, October 23, 2024

- H. Board Letter (Public Works) for November 6, 2024 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
TRANSFER A PORTION OF SURPLUS REAL PROPERTY FROM THE COUNTY OF LOS ANGELES TO THE CITY OF LOS ANGELES WHITEMAN AIRPORT, PARCEL 1-6EXF, ASSESSOR'S IDENTIFICATION NO. 2536-017-905
IN THE PACOIMA COMMUNITY OF THE CITY OF LOS ANGELES

- I. Board Letter (Public Works – Capital Programs) for November 6, 2024 Board Agenda:
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARINA DEL REY PARKING STRUCTURE PROJECT
ADOPT MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROBLEM
APPROVE PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AWARD DESIGN-BUILD CONTRACT
SPECS. 7664; CAPITAL PROJECT NOS. 67957 AND 6A025
FISCAL YEAR 2024-25

- J. Board Letter (Public Works – Capital Programs) for November 6, 2024 Board Agenda (also on the 10/23/2024 Health and Mental Health Services Cluster):
CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARTIN LUTHER KING, JR. MEDICAL CAMPUS
TRANSITIONAL AGE YOUTH DROP-IN CENTER PROJECT
CERTIFY ENVIRONMENTAL IMPACT REPORT ADDENDUM
ESTABLISH CAPITAL PROJECT
APPROVE MAKE-READY WORK AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 8A055
FISCAL YEAR 2024-25

- K. Board Letter (Parks and Recreation) for November 26, 2024 Board Agenda:
APPROVAL OF MASTER AGREEMENTS WITH CONSERVATION CORPS FOR AS NEEDED LANDSCAPE AND MAINTENANCE SERVICES

- L. Board Letter (Parks and Recreation) for November 26, 2024 Board Agenda:
APPROVAL OF PARK MAINTENANCE, MOWING, AND LANDSCAPE MAINTENANCE SERVICES CONTRACTS FOR VARIOUS COUNTY FACILITIES

Wednesday, October 23, 2024

- M. Board Letter (Public Works) for November 26, 2024 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
COUNTY PARATRANSIT PROGRAM
FUNDING FOR FISCAL YEAR 2024-25

- N. Board Letter (Public Works) for November 26, 2024 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE
TO GRANT A COUNTYWIDE GAS PIPELINE FRANCHISE
TO SOUTHERN CALIFORNIA GAS COMPANY AND APPROVE THE GRAFFITI
ABATEMENT AND COORDINATION AGREEMENT

- O. Board Letter (Public Works – Capital Programs) for November 26, 2024 Board
Agenda:
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
BELL LIBRARY REFURBISHMENT PROJECT
LELAND WEAVER LIBRARY REFURBISHMENT PROJECT
MAYWOOD CESAR CHAVEZ LIBRARY REFURBISHMENT PROJECT
ESTABLISH CAPITAL PROJECTS
APPROVE PROJECT BUDGETS AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTS
SPECS. 7964, 7965, AND 7966
CAPITAL PROJECT NOS. 8A066, 8A045, AND 8A065
FISCAL YEAR 2024-25

- P. Board Letter (Regional Planning) for December 10, 2024 Board Agenda:
HEARING ON TUNE UP SERIES 003 ORDINANCE
PROJECT NO. PRJ2023-003193-(1-5)
ADVANCE PLANNING CASE NO. RPPL2023004662

- Q. Board Letter (Regional Planning) for December 10, 2024 Board Agenda:
OWEN BROWN GRAVESITE LANDMARK DESIGNATION
PROJECT NO. PRJ2022-002656-(5)
CASE NO. RPPL2022008240

Wednesday, October 23, 2024

R. Board Letter (Regional Planning) for December 10, 2024 Board Agenda:
PUBLIC HEARING ON THE WEST SAN GABRIEL VALLEY AREA PLAN
PROJECT NO. 2023-003982-(1,5)
ADVANCE PLANNING CASE NO. RPPL2023005880
GENERAL PLAN AMENDMENT NO. RPPL2023005882
ZONE CHANGE NO. RPPL2023005883
ORDINANCE NO. RPPL2024002630
ENVIRONMENTAL ASSESSMENT NO. RPPL2023005884
ZONED DISTRICTS: ALTADENA, DUARTE, EAST PASADENA, EAST SAN
GABRIEL, LA CRESCENTA, MONTROSE, NORTHEAST PASADENA,
ROSEMEAD, SAN PASQUAL, SOUTH ARCADIA, SOUTH SAN GABRIEL, AND
SOUTH SANTA ANITA-TEMPLE

3. PRESENTATION/DISCUSSION ITEM(S):

- A. Board Briefing (LA County Library)
SUMMER TUTORING PROGRAM
Speaker: Skye Patrick, Heather Firchow, and DEO

- B. Board Briefing (Parks and Recreation)
PARKS NEEDS ASSESSMENT PLUS (PNA+) Update
Speaker: Jill Sourial, Belen Bernal, and Thomson Dryjanski

4. PUBLIC COMMENTS (2 minutes each speaker)

5. ADJOURNMENT

Note: The November 27, 2024 Cluster meeting is CANCELLED

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Los Angeles County Regional Park and Open Space District (RPOSD)	
SUBJECT	Approval of Sole Source Amendment to the Grants Management System Agreement with Dulles Technology Partners, Inc., for Continued Maintenance and Servicing (All Supervisorial Districts – 3 Votes)	
PROGRAM	IT – Grant Data Collection, Reporting, and Tracking System for RPOSD.	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: In 2018, your Board approved the Sole Source Agreement with Dulles for the development, licensing, implementation, on-going hosting, maintenance, and servicing of the Grants Management System (GMS). Continued maintenance and support services are needed while a Request for Proposal (RFP) solicitation for a new long term replacement system is completed.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current Agreement expires on 12/31/2024.	
COST & FUNDING	Total cost: \$370,000	Funding source: Measure A Special Tax funds
	TERMS (if applicable): Extend the term for an additional six (6) months, with twelve (12) additional month-to-month optional extensions.	
	Explanation: As a result of cost-saving measures, there are available funds within the existing budget to fund the extension period. As a result, no additional funding is required.	
PURPOSE OF REQUEST	The sole source amendment for term extension will allow for continued operation of the GMS system and enable RPOSD enough time to complete an RFP solicitation, to award, negotiate and execute a successor agreement, and to implement a replacement system.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The GMS system supports grant data collection, reporting, and tracking of RPOSD's Measure A grant program services. The Agreement will expire on December 31, 2024. There is an operational need to continue utilizing the GMS system for grantee funding and program management. To ensure a seamless transition and avoid service disruptions, it is essential to extend the Agreement. This extension will cover the period necessary to implement the new system, train staff, and ensure a smooth transition without interrupting grant services.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Rocio Diaz, Administrative Services Manager, (626) 588-5145 rdiaz@rposd.lacounty.gov	



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

1000 S. Fremont Avenue
Unit #40 Building A-9 East
Ground Floor
Alhambra, CA 91803
(626) 588-5060

RPOSD.LACounty.gov
info@RPOSD.LACounty.gov

November 6, 2024

The Honorable Board of Directors
County of Los Angeles
Regional Park and Open Space District
303 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Directors:

**APPROVAL OF SOLE SOURCE AMENDMENT TO THE GRANTS MANAGEMENT
SYSTEM AGREEMENT WITH DULLES TECHNOLOGY PARTNERS, INC.
FOR CONTINUED MAINTENANCE AND SERVICING
(ALL SUPERVISORIAL DISTRICTS - 3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

The Los Angeles County Regional Park and Open Space District (RPOSD) requests delegated authority to approve a sole source Amendment to an existing Agreement with Dulles Technology Partners, Inc. (Dulles), to extend the term and allow for the continued hosting, maintenance, and servicing of the Grants Management System (GMS), which automates grant data collection, reporting, and tracking of RPOSD's Proposition A and Measure A grant program services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Delegate authority to the Director of the Department of Parks and Recreation, acting as the Director of RPOSD, or her designee, to execute a sole source Amendment (Attachment I) with Dulles to extend the Agreement term for an additional six (6) months to June 30, 2025; and twelve (12) additional month-to-month optional extensions up to June 30, 2026, as needed. The original contract sum of \$370,000 remains unchanged.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

RPOSD is a California Special District established pursuant to Section 5506.9 of the Public Resource Code, with the Los Angeles County (County) Board of Supervisors (Board) acting as RPOSD's governing body. To maintain transparency and accountability to the public and fairness to its various grant recipients, RPOSD operates as an independent agency of the County, with the District Administrator reporting directly to the Director of the Department of Parks and Recreation (DPR), acting as RPOSD's Director (Director).

On October 2, 2018, your Board approved the Sole Source Agreement (Agreement) with Dulles for the development, licensing, implementation, on-going hosting, maintenance, and servicing of the GMS system. The first online grant applications for RPOSD funds went live in May 2019.

As RPOSD pursues a new long-term replacement system, there is an operational need to continue utilizing the GMS system for automated grant data collection, reporting, and tracking of grantee funding and program management. To ensure a seamless transition and avoid service disruptions, it is essential to extend the Agreement. This extension will cover the period necessary to implement the new system, train staff, and ensure a smooth transition without interrupting grant services.

The Agreement will expire on December 31, 2024. As a result of cost-saving measures, there are available funds within the existing budget to fund the extension period. As a result, no additional funding is required, and the maximum contract sum remains at \$370,000, as previously approved by your Board in 2018.

CONTRACTING PROCESS

On October 2, 2018, your Board approved the Agreement with Dulles for an initial term of three years.

Amendment No. 1 to the Agreement was executed on July 27, 2020, pursuant to delegated authority to RPOSD, realigning the pricing schedule and deliverables identified within the Agreement to streamline invoice processing.

Amendment No. 2 to the Agreement was authorized by your Board on August 10, 2021, extending the Agreement term from September 30, 2021, through December 31, 2024, or until the Contract Sum was exhausted, whichever occurred first.

On August 22, 2024, RPOSD released a Request for Proposals (RFP) to solicit proposals from qualified bidders to acquire and implement a Commercial Off-the-Shelf modular, cloud-based, enterprise solution to replace and modernize the existing on-line GMS system. A new agreement must be established prior to the conclusion of the current Agreement. The overlapping timeframe is necessary to develop and implement a new

system, migrate existing data, properly train staff, develop online applications and grant related forms, and educate users prior to launch.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Chief Information Office has reviewed the information technology (IT) components of this request and recommends approval. The CIO determined this recommended action does not include any IT items or services that would necessitate a formal written CIO analysis.

In accordance with the Board's Policy Number 5.100, Sole Source Contracts, the Sole Source Checklist is attached (Attachment II). The Notice of Intent to amend the sole source Agreement with Dulles and extend the term of the Agreement was delivered to your Board on July 24, 2024 (Attachment III).

Implementation of Strategic Plan Goals

The recommended actions align with the following strategic goals of the County's Strategic Plan, specifically: North Star 3 – Realize Tomorrow's Government Today; Data-Driven Decision Making; Strategy E (i) – Facilitate Data Sharing; Flexible and Efficient Infrastructure; Strategy F (iii) – Technology Advancement/Digital Divide.

FISCAL IMPACT/FINANCING

The Amendment will not impact fiscal resources or require additional funding. The total contract sum will remain at \$370,000. Non-expended funds will be used for continued hosting, maintenance, and support through the extension period, including the optional monthly extensions, if exercised by RPOSD.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

RPOSD is authorized to enter into agreements and/or contracts for goods and/or services under State of California Public Resources Code Section 5500 et seq., subject to delegated authority by the Board.

Pursuant to the Change Notices and Amendments section of the Agreement, the Agreement may be amended by further written agreement between the parties. Any such modification shall not be effective and until executed by the contractor and in the case of County, until approved by your Board. The recommended action will allow the Director, or her designee, to execute an amendment to extend the Agreement term. The Amendment updates the terms of the Agreement to include all current Board required provisions. County Counsel has reviewed and approved the Amendment as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed approval of the Agreement amendment to extend hosting, maintenance, and servicing of the GMS system is not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and Section 15378 (b) of the State CEQA Guidelines. The proposed action to extend the existing Agreement is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Extending the term of the Agreement will have no negative impact on current services or projects. The extension will ensure uninterrupted service delivery and continued use of the GMS system throughout the extension period.

CONCLUSION

Upon your approval of the recommended actions, the Director of RPOSD, or her designee, will proceed to execute the Agreement amendment. Your Board's approval of the Amendment will allow RPOSD to continue implementing grant making programs effectively while a comprehensive solicitation for a future online, paperless grants management system is completed.

Please instruct the Executive Officer-Clerk of the Board to return one adopted copy of this action to the Regional Park and Open Space District.

Respectfully submitted,

Reviewed By:

Norma E. García-González
Director

Peter Loo
Chief Information Officer

NEGG:CA:mt

Attachments



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

1000 S. Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803
(626) 588-5060

RPOSD.LACounty.gov

AMENDMENT NO. 3 TO AGREEMENT

WITH DULLES TECHNOLOGY PARTNERS, INC FOR ENTERPRISE GRANTS MANAGEMENT SYSTEM

THIS AMENDMENT NO. 3 to the Agreement is made and entered into this ____ day of _____ 2024, by and between the LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (hereinafter referred to as "RPOSD") and **DULLES TECHNOLOGY PARTNERS, INC.** (hereinafter referred to as "CONTRACTOR").

RECITALS:

WHEREAS, Agreement ("Contract") was entered into between RPOSD and the CONTRACTOR on October 9, 2018, for the provision of information technology support services – Enterprise Grants Management System ("Services") for an initial period of three (3) years commencing October 2, 2018 through September 30, 2021; and

WHEREAS, Amendment No. 1 was executed on July 27, 2020, pursuant to delegated authority to RPOSD, to realign the pricing schedule and deliverables identified within the Agreement and streamline the invoice processing.

WHEREAS, Amendment No. 2 was executed on August 18, 2021, by your Board for the extension of the Contract term from September 30, 2021, through December 31, 2024, or until the Contract Sum was exhausted, whichever occurred first.

WHEREAS, RPOSD and Contractor wish to amend the Contract to extend the term for an additional six (6) months, with twelve (12) additional month-to-month optional extensions to be exercised in RPOSD's sole discretion.

WHEREAS, Section 8.1 of the Contract provides that RPOSD may require the addition and/or change of certain terms and conditions required by RPOSD during the term of the Contract; and an amendment to the Contract must be executed between the Contractor and RPOSD for any change affecting the scope of work, term, contract sum, payments, or any term or condition of the Contract; and

WHEREAS, RPOSD requires amendments to the following provisions: 1) Assignments and Delegation/Merges or Acquisitions; 2) Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law; 3) Facsimile Representations; 4) Notice to Employees Regarding the Safely Surrendered Baby Law; 5) Public Records Act; 6)

Termination for Improper Consideration; 7) Compliance with the County Policy of Equity; 9) Exhibit B-1; and

WHEREAS, RPOSD mandates the addition of the following provisions: 1) Injury and Illness Prevention Program; and 2) Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.

NOW, THEREFORE, in consideration of the mutual undertakings herein, RPOSD and Contractor agree that the Contract be amended as follows:

1. Section 4.2, TERM OF CONTRACT is hereby deleted in its entirety and replaced as follows:

4 TERM OF CONTRACT

4.2 The Contract Term shall commence on October 2, 2018, and terminate on June 30, 2025, unless otherwise extended. RPOSD, in its sole discretion, may extend Contract on a month-to-month basis for up to twelve (12) additional months by providing written notice of said extension to Contractor.

2. Section 8.2, ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS, is hereby deleted in its entirety and replaced as follows:

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify RPOSD of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying RPOSD of pending acquisitions/mergers, then it should notify RPOSD of the actual acquisitions/mergers as soon as the law allows and provide to RPOSD the legal framework that restricted it from notifying RPOSD prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of RPOSD, 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, RPOSD consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by RPOSD to any approved delegate or assignee on any claim under this Contract will be deductible, at RPOSD's sole discretion, against the claims, which the Contractor may have against RPOSD.

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 RPOSD's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, RPOSD will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

3. Section 8.13, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT OT SAFELY SURRENDERED BABY LAW, is hereby deleted in its entirety and replaced as follows:

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

The Contractor acknowledges that the County and RPOSD place 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 poster, Exhibit G (Safely Surrendered Baby Law) 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/>.

4. Section 8.18, FACSIMILE REPRESENTATIONS, is hereby deleted in its entirety.
5. Section 8.33, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, is here by deleted in its entirety and replaced as follows:

8.33 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

6. Section 8.36, PUBLIC RECORDS ACT, is hereby deleted in its entirety and replaced as follows:

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information

obtained in connection with the RPOSD'S right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of RPOSD. 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 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". RPOSD 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.

8.36.2 In the event RPOSD 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 Contractor agrees to defend and indemnify RPOSD from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

7. Section 8.71, COMPLIANCE WITH THE COUNTY POLICY OF EQUITY, is hereby deleted and replaced as follows:

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County and RPOSD take their 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 and RPOSD strive 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 and RPOSD'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. Paragraph 8.75 is hereby added as follows:

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.

9. Paragraph 8.76 is hereby added as follows:

Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of RPOSD.

10. Exhibit B1 – Pricing Schedule and Prior Payments, is hereby deleted in its entirety and replaced with Exhibit B2 attached herein.
11. Exhibit P – Information Security and Privacy Requirements is deleted in its entirety and replaced as follows with Exhibit P1 attached herein.
12. Except as modified by AMENDMENTS 1 and 2, all terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, RPOSD has caused this AMENDMENT 3 to be subscribed by the Director of the Department of Parks and Recreation, acting as the Director of RPOSD, or her designee, and CONTRACTOR by its duly authorized officer, as of the day, month, and year first written above.

**CONTRACTOR,
DULLES TECHNOLOGY PARTNERS, INC.**

By: _____

Name: Tom Nyilasi

Title: Principal

Date: _____

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

By: _____

Name: Christina Angeles

Title: District Administrator

Date: _____

Approved as to Form:

COUNTY COUNSEL

Dawyn R. Harrison

By: _____

Name: Parjack Ghaderi

Title: Principal Deputy County Counsel

Date: _____

Exhibit B2 – Pricing Schedule and Prior Payments

Deliverable/ Task Category/ Description Available Budget	Allocated	Expended	Available
Requirements/ Project Organization	\$17,500.00	\$17,500.00	\$0.00
System Configuration	\$60,500.00	\$60,500.00	\$0.00
Training	\$19,000.00	\$19,000.00	\$0.00
Data Migration	\$25,000.00	\$25,000.00	\$0.00
Validation	\$20,000.00	\$20,000.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Hosting, Maintenance and Support	\$206,850.00	\$171,750.00	\$35,100.00
Contingency	\$21,150.00	\$0.00	\$21,150.00
Total:	\$ 370,000.00	\$ 313,750.00	\$ 56,250.00

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization’s Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County’s information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation,

- management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
 - k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
 - l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
 - m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
 - n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
 - o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
 - p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
 - q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract. Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. **PROPERTY RIGHTS TO COUNTY INFORMATION**

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives

addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. **CONTRACTOR'S USE OF COUNTY INFORMATION**

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. **SHARING COUNTY INFORMATION AND DATA**

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. **CONFIDENTIALITY**

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 –Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided

under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.

- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly.

Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeff Aguilar
Chief Information Security Officer 320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer 320 W Temple, 7th Floor Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Ken Ta
Dpt. Information Security Officer 1000 S. Fremont Ave. Unit #40
Alhambra, CA 91803
(626) 588-5020

Ken Ngoy (ADISO)
Assistant Dpt. Information Security Officer
1000 S. Fremont Ave. Unit #40
Alhambra, CA 91803
(626) 588-5011

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,

- ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
 - d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
 - e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
 - f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, the Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by

the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section. The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$ 2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall 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 shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses

incurred by County in doing so. Contractor shall 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.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County

provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

SOLE SOURCE CHECKLISTDepartment Name: Department of Parks and Recreation – Regional Park and Open Space District New Sole Source Contract Existing Sole Source Contract

Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an “ <i>Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist .</i> ”
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
✓	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
✓	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacture or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

1000 S. Fremont Avenue
Unit #40 Building A-9 East
Ground Floor
Alhambra, CA 91803
(626) 588-5060

RPOSD.LACounty.gov
info@RPOSD.LACounty.gov

July 24, 2024

TO: Supervisor Lindsey P. Horvath, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Norma E. García-González 
Director, Regional Park and Open Space District

SUBJECT: **ADVANCE NOTICE OF INTENT TO AMEND THE SOLE SOURCE GRANTS MANAGEMENT SYSTEM AGREEMENT WITH DULLES TECHNOLOGY PARTNERS, INC. TO EXTEND THE TERM OF SERVICE**

This is to provide the Board advanced notification that the Los Angeles County Regional Park and Open Space District (RPOSD) intends to negotiate a sole source amendment, in compliance with Board Policy 5.100, to extend an existing agreement with Dulles Technology Partners, Inc. (Dulles) for an anticipated additional six (6) months, with up to nine (9) additional month to month optional extensions, for provisioning of its online, paperless Grants Management System (GMS) which automates grant data collection, reporting, and tracking of the District's Measure A grant program services.

The current Sole Source Agreement (Agreement) will expire on December 31, 2024. The sole source amendment will allow for continued operation of the GMS system and enable RPOSD enough time to complete a Request for Proposal (RFP) solicitation, to award, negotiate and execute a successor agreement, and to implement a long-term replacement system. Development of the solicitation is underway, and RFP is expected to be released in the next few weeks.

There will be no impact to the County General Fund as the funding for the system is provided by the Measure A special tax.

Background

On October 2, 2018, your Board approved the Agreement between RPOSD and Dulles for an online, paperless GMS system. The Agreement was in the amount of \$370,000

for the development, licensing, implementation, hosting, maintenance, and servicing of the GMS.

On August 2021, due to cost-saving practices, RPOSD amended the Agreement solely to extend the term and thus allow for the utilization of non-expended allocations for the continued hosting, maintenance, and servicing of the GMS. The Agreement is set to expire on December 31, 2024.

Justification

As RPOSD pursues a new long-term replacement system, there is an operational need to continue utilizing the GMS system for automated grant data collection, reporting, and tracking of grantee funding and program management. If the GMS system was to terminate before a new system is solicited, this would disrupt services to park agencies as it would be difficult to reimburse grantees for maintenance and servicing or completed grant projects. To effectively continue a seamless online system, RPOSD requires an extension of the Agreement, prior to entering into an agreement for the replacement system. The overlapping timeframe is necessary to develop and implement a new system, properly train staff, develop online applications, grant related forms, and educate users prior to launch.

Should a new vendor system be selected, RPOSD would require Dulles' assistance to plan and execute the transition to the new system that minimizes disruptions to RPOSD's operations and the delivery of services. Dulles would support the successful migration of grant data from the existing GMS system to the new system, ensuring that data integrity and security are maintained throughout the migration process. Additionally, Dulles' GMS system would serve as backup in case the new system transition encounters unexpected changes.

Conclusion

RPOSD will proceed with the extension amendment with Dulles as described herein, unless otherwise instructed by your Board. If no objection is received from the Board, we will work with County Counsel to prepare an amendment with Dulles and return to the Board for approval of the amendment.

If you have any questions, please contact me at (626) 588-5373 or your staff may contact Christina Angeles, District Administrator, Regional Park and Open Space District at cangeles@rposd.lacounty.gov or (626) 588-5060.

NEGG:CA:MRT:ee

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Parks and Recreation	
SUBJECT	JACKIE ROBINSON PARK HVAC REPLACEMENT PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT, APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT CAPITAL PROJECT NO. 8A072	
PROGRAM	Capital Project Group	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	None.	
COST & FUNDING	Total cost: \$325,000	Funding source: NCC from the Department's Operating Budget funding for deferred maintenance
	TERMS (if applicable):	
	Explanation: Approve an appropriation adjustment to transfer \$325,000 from the Department's Operating Budget utilizing one-time NCC funding for deferred maintenance to the Jackie Robinson HVAC Replacement Project, Capital Project Number 8A072, to fully fund the proposed Project.	
PURPOSE OF REQUEST	<ol style="list-style-type: none"> 1. Find the proposed Jackie Robinson Park HVAC Replacement Project categorically exempt from the California Environmental Quality Act, for the reasons stated in this Board letter and in the record of the project. 2. Establish and approve the Jackie Robinson Park HVAC Replacement Project, Capital Project Number 8A072, with a total project budget of \$325,000. 3. Approve an appropriation adjustment to transfer \$325,000 from the Department's Operating Budget utilizing one-time NCC funding for deferred maintenance to the Jackie Robinson HVAC Replacement Project, Capital Project Number 8A072, to fully fund the proposed Project. 	

	<p>4. Authorize the Director of the Department of Parks and Recreation, or her designee, to carry out the Jackie Robinson Park HVAC Replacement Project through a Board-approved Job Order Contract.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>The proposed Project serves a community highly impacted by climate change. According to the United States Climate Vulnerability Index the park is in an area that nationally ranks in the 95th percentile for historical and projected extreme weather events. As such, the gym building serves as a critical community resource in the high heat and extreme cold, which are increasingly frequent occurrences in the Antelope Valley. In particular, extreme heat is projected to increase in frequency, severity, and duration—with up to a tenfold increase in the occurrence of heat waves by mid-century. The HVAC system is over 20 years old, has outlived its useful life, and can no longer be repaired despite the best efforts of Department staff. A replacement is urgently needed to continue serving the community, especially during extreme weather events. The proposed Project will replace the existing gymnasium's main heating/ventilation and air conditioning systems including the ductwork and related improvements, as needed. The proposed Project will be delivered through a Board-approved Job Order Contract.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The proposed Project serves a community highly impacted by climate change. According to the United States Climate Vulnerability Index the park is in an area that nationally ranks in the 95th percentile for historical and projected extreme weather events. As such, the gym building serves as a critical community resource in the high heat and extreme cold, which are increasingly frequent occurrences in the Antelope Valley. In particular, extreme heat is projected to increase in frequency, severity, and duration—with up to a tenfold increase in the occurrence of heat waves by mid-century.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The proposed recommendations will further the County Strategic Plan Goals to Realize Tomorrow's Government Today (North Star 3) through Internal Controls and Processes (Strategy 3.G.ii) by effectively managing County park assets in ways that are fiscally responsible and align with the County's highest priority needs. The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Project will be designed to achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2), and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Kristof Melkoni, Park Project Coordinator (213) 563-6452 kmelkoni@parks.lacounty.gov Daniel Abratte, Section Head (626) 588-5350, dabratte@parks.lacounty.gov</p>



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

November 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:

**JACKIE ROBINSON PARK
HVAC REPLACEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 8A072
(SUPERVISORIAL DISTRICT 5)
(FY 2024-25) (3-VOTES)**

SUBJECT

Approval of the recommended actions will find the proposed Jackie Robinson Park HVAC Replacement Project exempt from the California Environmental Quality Act; establish and approve the capital project; establish and approve the capital project budget and appropriation adjustment; and authorize the Director of the Department of Parks and Recreation, or her designee, to deliver the proposed Jackie Robinson Park HVAC Replacement Project through a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Jackie Robinson Park HVAC Replacement Project categorically exempt from the California Environmental Quality Act, for the reasons stated in this Board letter and in the record of the project.
2. Establish and approve the Jackie Robinson Park HVAC Replacement Project, Capital Project Number 8A072, with a total project budget of \$325,000.
3. Approve an appropriation adjustment to transfer \$325,000 from the Department's Operating Budget utilizing one-time net County cost funding for deferred maintenance to the Jackie Robinson HVAC Replacement Project, Capital Project Number 8A072, to fully fund the proposed Project.

4. Authorize the Director of the Department of Parks and Recreation, or her designee, to carry out the Jackie Robinson Park HVAC Replacement Project through a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Jackie Robinson Park HVAC Replacement Project (Project) exempt from the California Environmental Quality Act (CEQA); establish Capital Project Number 8A072; and approve the proposed Project budget and appropriation adjustment. The recommended actions will also authorize the Department to implement the proposed Project through a Board-approved Job Order Contract (JOC).

The proposed Project is located at 8773 E Avenue R, in the unincorporated community of Sun Village in the Antelope Valley. The park includes a gym building, children's play areas, sports courts, picnic areas, restrooms, multipurpose sports fields, and serves as a vital Winter shelter and cooling center to provide services to those impacted by extreme weather.

The proposed Project serves a community highly impacted by climate change. According to the United States Climate Vulnerability Index, the park is in an area that nationally ranks in the 95th percentile for historical and projected extreme weather events. As such, the gym building serves as a critical community resource in the high heat and extreme cold, which are increasingly frequent occurrences in the Antelope Valley. In particular, extreme heat is projected to increase in frequency, severity, and duration—with up to a tenfold increase in the occurrence of heat waves by mid-century. The HVAC system is over 20 years old, has outlived its useful life, and can no longer be repaired despite the best efforts of Department staff. A replacement is urgently needed to continue serving the community, especially during extreme weather events. The proposed Project will replace the existing gymnasium's main heating/ventilation and air conditioning systems including the ductwork and related improvements, as needed. The proposed Project will be delivered through a Board-approved Job Order Contract (JOC).

Implementation of Strategic Plan Goals

The proposed recommendations will further the County Strategic Plan Goals to Foster Vibrant and Resilient Communities (North Star 2) through Sustainability (Strategy 3.D.i,iii) by mitigating climate change, building resilient communities, and supporting thriving ecosystems, habitats, and biodiversity, and to Realize Tomorrow's Government Today (North Star 3) through Equity-Centered Policies and Practices (Strategy 3.C.i) by implementing projects that are equity-based and seek racial, social, and economic equity in County parks and through Internal Controls and Processes (Strategy 3.G.ii) by effectively managing County park assets in ways that are fiscally responsible and align

with the County's highest priority needs, as well as enhancing safety and cooling areas in an ever increasing climate change (North Star 2) through public health (Strategy A) for healthy lifestyles and environment and community health and safety.

Implementation of County Sustainability Goals

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

FISCAL IMPACT/FINANCING

The total project cost of \$325,000 includes jurisdictional review and permits, construction, change order/contingency, and County services. The Project Schedule and Budget Summary are included in Attachment I.

Approval of the appropriation adjustment (Attachment II) will transfer \$325,000 one-time net County cost (NCC) from the Department's Operating Budget for deferred maintenance to the Jackie Robinson Park HVAC Replacement Project, Capital Project Number 8A072, to fully fund the proposed Project.

Operating Budget Impact

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

JOC contractors who are awarded a contract will be required to fully comply with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), Chapter 2.203 (Contractor Employee Jury Service Program), and Chapter 2.201 (Living Wage Program). The Project will proceed in accordance with the Board's consolidated Local

and Targeted Worker Hire Policy (LTWHP) adopted on September 6, 2016, and last amended on June 11, 2019.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is not eligible for the Civic Art fee as the total eligible project costs are below the Civic Art fee threshold.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The proposed Project, which consists of replacing the existing gymnasium's main heating/ventilation systems with a new heating, ventilation, and air conditioning system (HVAC) and related improvements, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in sections 15301(d) and 15302(c) of the State CEQA Guidelines and Classes 1 (c) and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Project provides for minor alterations of existing park facilities involving negligible or no expansion of an existing use and the replacement of existing facilities involving negligible or no expansion of capacity.

In addition, based on the proposed Project records, it will comply with all applicable regulations. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

CONTRACTING PROCESS

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Project will not require the temporary closure of park facilities. Construction will take place during working hours, and paths of travel and construction areas will be blocked off to protect and keep the public away from said construction areas. The Department will mitigate potential impacts by providing advanced community notice.

The Honorable Board of Supervisors
November 6, 2024
Page 5

CONCLUSION

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

Should you have any questions, please contact Kristof Melkoni at (213) 563-6452 or KMelkoni@parks.lacounty.gov, Daniel Abratte at (626) 252-5691 or DAbratte@parks.lacounty.gov, Johanna Hernandez at (626) 588-5370 or bll@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ
Director

NEGG:AO:CK:km

Enclosures

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

ATTACHMENT I

**JACKIE ROBINSON PARK
HVAC REPLACEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT,
APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 8A072
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Board Approval	November 2024
Jurisdictional Approvals	February 2025
Construction Start	July 2025
Substantial Completion	September 2025
Project Acceptance	October 2025

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Project Budget
Construction	
Construction	\$ 250,000
Contingency	\$ 60,000
Subtotal	\$ 310,000
Civic Art	
Plans and Specifications	
Jurisdictional Review/Plan Check/Permits	\$ 5,000
County Services	\$ 10,000
Subtotal	\$ 15,000
TOTAL	\$ 325,000

ATTACHMENT II

**JACKIE ROBINSON PARK
HVAC REPLACEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT,
APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 8A072
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

APPROPRIATION ADJUSTMENT

(SEE ATTACHED)

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Parks and Recreation	
SUBJECT	VIRGINIA ROBINSON GARDENS ROADWAY AND PARKING RENOVATION PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT, PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT CAPITAL PROJECT NO. 8A068	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	None.	
COST & FUNDING	Total cost: \$917,000	Funding source: Virginia Robinson Gardens Trust Fund (S5M) and Alex Oser Trust Fund (V40)
	TERMS (if applicable):	
	Explanation: Approval of the appropriation adjustment will transfer \$817,000 from the Virginia Robinson Gardens Trust Fund (S5M) and \$100,000 from the Alex Oser Trust Fund (V40) to Capital Project Number 8A068, Virginia Robinson Gardens Roadway and Parking Improvements Project, which will fully fund the proposed Project.	
PURPOSE OF REQUEST	<ol style="list-style-type: none"> 1. Find the proposed Virginia Robinson Gardens Roadway and Parking Renovation Project categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and in the records of the project. 2. Establish and approve the Virginia Robinson Gardens Roadway and Parking Renovation Project, Capital Project Number 8A068, with a total project budget of \$917,000. 3. Approve an appropriation adjustment to transfer \$817,000 from the Virginia Robinson Gardens Trust Fund (S5M) and \$100,000 from the Alex Oser Trust Fund (V40) to the Virginia Robinsons Gardens Roadway and Parking Renovation Project, Capital Project Number 8A068, to fully fund the proposed project. 	

	<p>4. Authorize the Director of Parks and Recreation, or her designee, to deliver the Virginia Robinson Gardens Roadway and Parking Renovation Project through a Board-approved Job Order Contract.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>The proposed Project is located at Virginia Robinson Gardens (Robinson Gardens), a 6.15-acre historic residence and botanic garden located at 1008 Elden Way in the City of Beverly Hills. The Robinson Gardens were originally built for Harry and Virginia Robinson in 1911, and Virginia Robinson deeded the property to the County of Los Angeles in 1974 for public enjoyment as an arboretum garden. The gardens surrounding the buildings contain an exotic range of plants and house one of the largest King Palm collections in the United States.</p> <p>Robinson Gardens is on a hilltop surrounded by a residential community with public access served by a narrow single driveway. Over the past several years, storm events have significantly damaged roadways, parking areas, and a retaining wall. This infrastructure must be repaired to prevent more significant and costly damage. A 2023 feasibility study determined that a renovation was required to maintain safe public access. The proposed Project will renovate portions of the existing asphalt paved roadway and parking lot; replace an existing retaining wall; enhance existing drainage; and remodel related amenities.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:</p> <p>The proposed project will serve communities in study areas of very high park need according to the 2016 Parks Needs Assessment. Virginia Robinson Gardens is located in a study area of moderate park need and adjacent to the very high need areas of West Hollywood, City of Los Angeles Westwood and Unincorporated Sawtelle VA Center. Consistent with equity principles, the proposed Project will address disadvantage and inequity by serving census tracts in Westside areas including those highlighted as High Need by the County of Los Angeles Equity Explorer.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:</p> <p>The proposed recommendations will further the County Strategic Plan Goals to Realize Tomorrow's Government Today (North Star 3) through Internal Controls and Processes (Strategy 3.G.ii) by effectively managing County park assets in ways that are fiscally responsible and align with the County's highest priority needs.</p> <p>The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Project will be designed to achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2), and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Tanya Finney, Park Project Coordinator, 626-588-5336, tfinney@parks.lacounty.gov Daniel Abratte, Departmental Facility Planner II, 626-588-5350, dabratte@parks.lacounty.gov</p>



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

November 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:

**VIRGINIA ROBINSON GARDENS
ROADWAY AND PARKING RENOVATION PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT, PROJECT SCOPE, BUDGET,
AND APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 8A068
(SUPERVISORIAL DISTRICT 3)
(FY2024-25), 4-VOTES)**

SUBJECT

Approval of the recommended actions will find the proposed Virginia Robinson Gardens Roadway and Parking Renovation Project exempt from the California Environmental Quality Act; establish and approve the proposed capital project; approve the project scope, budget, and appropriation adjustment; and authorize the Director of Parks and Recreation, or her designee, to proceed with the proposed project through a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Virginia Robinson Gardens Roadway and Parking Renovation Project categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and in the records of the project.
2. Establish and approve the Virginia Robinson Gardens Roadway and Parking Renovation Project, Capital Project Number 8A068, with a total project budget of \$917,000.
3. Approve an appropriation adjustment to transfer \$817,000 from the Virginia Robinson Gardens Trust Fund (S5M) and \$100,000 from the Alex Oser Trust Fund (V40) to the Virginia Robinsons Gardens Roadway and Parking Renovation

Project, Capital Project Number 8A068, to fully fund the proposed project.

4. Authorize the Director of Parks and Recreation, or her designee, to deliver the proposed Virginia Robinson Gardens Roadway and Parking Renovation Project through a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Virginia Robinson Gardens Roadway and Parking Renovation Project (Project) exempt from the California Environmental Quality Act; establish and approve Capital Project Number 8A068; approve the proposed Project scope, budget, and appropriation adjustment; and will authorize the Department of Parks and Recreation (Department) to implement the proposed Project through a Board-approved Job Order Contract (JOC).

The proposed Project is located at Virginia Robinson Gardens (Robinson Gardens), a 6.15-acre historic residence and botanic garden located at 1008 Elden Way in the City of Beverly Hills. The Robinson Gardens were originally built for Harry and Virginia Robinson in 1911, and Virginia Robinson deeded the property to the County of Los Angeles in 1974 for public enjoyment as an arboretum garden. The gardens surrounding the buildings contain an exotic range of plants and house one of the largest King Palm collections in the United States.

Robinson Gardens is on a hilltop surrounded by a residential community with public access served by a narrow single driveway. Over the past several years, storm events have significantly damaged roadways, parking areas, and a retaining wall. This infrastructure must be repaired to prevent more significant and costly damage. A 2023 feasibility study determined that a renovation was required to maintain safe public access. The proposed Project will renovate portions of the existing asphalt paved roadway and parking lot; replace an existing retaining wall; enhance existing drainage; and remodel related amenities.

The proposed Project will be delivered through a Board-approved JOC. Department staff will utilize the services of Board-approved as-needed consultants to provide engineered drawings and specifications.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations will further the County Strategic Plan Goals to Realize Tomorrow's Government Today (North Star 3) through Internal Controls and Processes (Strategy 3.G.ii) by effectively managing County park assets in ways that are fiscally responsible and align with the County's highest priority needs.

Implementation of County Sustainability Goals

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

FISCAL IMPACT/FINANCING

The total proposed Project cost of \$917,000 includes plans and specifications, jurisdictional review, construction, change order/contingency, and County services. Planning for the proposed Project has been underway for several years and accumulated special development funds have been set aside to implement the proposed Project. The Project Schedule and Budget Summary are included in Attachment I.

Approval of the appropriation adjustment (Attachment II) will transfer \$817,000 from the Virginia Robinson Gardens Trust Fund (S5M) and \$100,000 from the Alex Oser Trust Fund (V40), for a total transfer of \$917,000, to Capital Project Number 8A068, Virginia Robinson Gardens Roadway and Parking Improvements Project, which will fully fund the proposed Project.

OPERATING BUDGET IMPACT

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the recommended actions will authorize the Department to deliver the proposed Project utilizing a Board-approved JOC, as the work involves repair, remodeling, and refurbishing of County facilities. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees will be included in the JOC.

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

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is exempt from the Civic Art Allocation as all work related to paving of roadways, pavement repair, and parking lots are exempt from the civic art allocation and the project costs for work related to drainage and the retaining wall, which are eligible, are under \$500,000.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The proposed Project, which includes the renovation of existing paved roadway and parking lot; the replacement of an existing retaining wall; the enhancement of existing drainage; and the remodeling of related amenities, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in sections 15301 (d), 15302(c) and 15331 of the State CEQA Guidelines and Classes 1 (c) and 2(e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Project involves restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety; replacement of existing structures and facilities involving negligible or no expansion of capacity; and maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

Based on the proposed Project records, it will comply with all applicable regulations. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

CONTRACTING PROCESS

The Department will use a Board-approved as-needed consultant to provide plans and specifications for the proposed Project.

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

The Honorable Board of Supervisors
11/6/2024
Page 5

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will require temporary closure of some areas of Robinson Gardens, including the upper parking area. The Department will minimize and mitigate disruption by phasing work and providing advanced notification to the public. The Department will coordinate closures with the Robinson Gardens staff to minimize disruption to the public.

CONCLUSION

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

Should you have any questions, please contact Tanya Finney at (626) 588-5336 or tfinney@parks.lacounty.gov, or Daniel Abratte at (626) 588-5350 or dabratte@parks.lacounty.gov, or Johanna Hernandez at (626) 588-5370 or bjl@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González
Director

NEGG:AB:JS:CK:MG:DA:tf
Enclosures

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

ATTACHMENT I

**VIRGINIA ROBINSON GARDENS
ROADWAY AND PARKING RENOVATION PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT, PROJECT SCOPE, BUDGET,
AND APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 8A068
(SUPERVISORIAL DISTRICT 3) (FY2024-25, 4-VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Board Approval	November 2024
Construction Documents	April 2025
Jurisdictional Approvals	October 2025
Construction Award	November 2025
Substantial Completion	August 2026
Project Acceptance	September 2026

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Project Budget
Construction	
Construction	\$ 642,000
Change Orders	\$ 90,000
Subtotal	\$ 732,000
Plans and Specifications	\$ 110,000
Jurisdictional Review/Permits	\$ 40,000
County Services	\$ 35,000
TOTAL	\$ 917,000

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Award a consultant service agreement for on-call job analysis study and related services.	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$6,250,000	Funding source: Total expenditures for these services will not exceed the amount approved by the Board. Sufficient funding for these services is available in the Internal Service Fund (B04 – Services and Supplies) Fiscal Year 2024-25 Budget. Funding to finance the agreement's remaining years and 25 percent supplemental funding will be requested through the annual budget process.
	TERMS (if applicable): The consultant service agreement will be for a 1-year term plus four optional 1-year extensions.	
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a consultant service agreement to Talogy, LLC, to provide on-call job analysis study and related services on behalf of the County of Los Angeles.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Public Works requires a job analysis report of job classifications in order to ensure that any recruitment and selection process identifies the most qualified candidates in a fair, competitive manner, while adhering to applicable standards. The job analysis study and resultant data will serve as the foundation for examination plan development and to validate recruitment and selection activities. Public Works is requesting on-call job analysis study and related services to ensure the availability of adequate consultant resources with the appropriate level of training and experience to execute the report on schedule and within budget.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works notified over 34,000 subscribers in our "Do Business with Public Works" website. Public Works also notified 1,575 Small Business Enterprises, 164 Disabled	

	<p>Veteran Business Enterprises, 169 Social Enterprises, and 847 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>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: Supports Board Priority No. 8, Anti-Racism, Diversity, and Inclusion. It focuses on addressing equity, diversity, and inclusion in recruitment and selection of the County workforce.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Jeff Howard, Administrative Deputy, (626) 458-4006, jhoward@pw.lacounty.gov</p>



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE

REFER TO FILE: **HR-0**

November 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:

**SERVICE CONTRACT
ADMINISTRATIVE SERVICES CORE SERVICE AREA
AWARD OF CONSULTANT SERVICE AGREEMENT
ON-CALL JOB ANALYSIS STUDY AND RELATED SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a consultant service agreement to Talogy, LLC, to provide on-call job analysis study and related services on behalf of the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions in this Board letter are not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Award and delegate authority to the Director of Public Works or his designee to execute a consultant service agreement with Talogy, LLC, for on-call job analysis study and related services. The agreement will be for an initial term of 1 year with four 1-year renewal options, if exercised, and will have a not-to-exceed annual agreement amount of \$1,000,000. The consultant

service agreement will be subject to the additional extension provisions specified below.

3. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the agreement expiration dates as necessary to complete those additional services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given project, and (3) are necessary for the completion of that given project.
4. Delegate authority to the Director of Public Works or his designee to supplement the not-to-exceed annual agreement amount of \$1,000,000 by up to 25 percent of the original agreement amount based on workload requirements.
5. Delegate authority to the Director of Public Works or his designee to administer the agreement and, at the discretion of the Director of Public Works or his designee, exercise the options extending the agreement for the four 1-year extension options based upon project demands and the level of satisfaction with the services provided with no change to the initial not-to-exceed agreement amount; and to suspend/terminate the agreement for convenience if it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended action is to award a consultant service agreement to Talogy, LLC, to conduct comprehensive job analyses and related services for the County of Los Angeles in order to meet the hiring needs of Public Works and other County departments.

Public Works requires a job analysis report of job classifications in order to ensure that any recruitment and selection process identifies the most qualified candidates in a fair, competitive manner, while adhering to applicable standards. The job analysis study and resultant data will serve as the foundation for examination plan development and to validate recruitment and selection activities. Public Works is requesting on-call job analysis study and related services to ensure the availability of adequate consultant resources with the appropriate level of training and experience to execute the report on schedule and within budget. The job analysis studies will allow Public Works to hire and fill vacancies throughout the department.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal B, Diverse and Inclusive Workforce, Strategy iii, Top-Rated Workforce, by contracting with the recommended contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The agreement is for a not-to-exceed annual amount of \$1,000,000 plus a 25 percent supplement for a 1-year term plus four 1-year renewal options, for a maximum potential amount of \$6,250,000 and a maximum potential term of 5 years. When the 25 percent supplement is exercised by Public Works, the Board will be notified.

Total expenditures for these services will not exceed the amount approved by the Board. Sufficient funding for these services is available in the Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2024-25 Budget. Funding to finance the agreement's remaining years and 25 percent supplemental funding will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard consultant service agreement, in the form previously approved by County Counsel, will be used. The consultant service agreement contains terms and conditions in compliance with the Chief Executive Officer's and the Board's requirements.

The expiration of the consultant service agreement is subject to the following condition: where services for a given project have been authorized in writing by the County but are not completed by the consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

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

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action is an administrative activity of government that will not result in direct or indirect changes to the environment.

CONTRACTING PROCESS

On March 11, 2024, Public Works released a Request for Proposals (RFP). The RFP was advertised on the County's "Doing Business with Los Angeles County" website (Enclosure B), Public Works' "Do Business with Public Works" website, and in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *San Gabriel Valley Tribune*, *Pasadena Star News*, *Press Telegram*, *Santa Monica Daily Press*, *Daily Breeze*, *The Signal*, and *World Journal*. Also, Public Works informed 1,575 Local Small Business Enterprises, 169 Social Enterprises, 164 Disabled Veteran Business Enterprises, 847 Community Business Enterprises, and 1,385 Community Based Organizations. Public Works requested the assistance of the Department of Economic Opportunity (DEO) to conduct a focused outreach based on the commodity code of the services being solicited; DEO reached out to 47 vendors about this business opportunity. Ten firms registered on Public Works website for this RFP.

On April 9, 2024, a total of two proposals were received. The evaluation committee, consisting of staff from Public Works and the Department of Human Resources, evaluated the proposals based on criteria described in the RFP, including qualifications and experience, standard services and work plan, references, and price. Based on the evaluation of the proposals, Talogy, LLC, was selected without regard to race, creed, color, or gender.

The selected firm represents the highest-rated firm to provide the required services. Public Works has determined that the firm's proposed rates for performing these services are reasonable. Three-year contracting history for the selected firm is on file with Public Works.

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

The Honorable Board of Supervisors
November 6, 2024
Page 5

The consultant service agreement includes a cost-of-living adjustment provision in accordance with the Board Policy No. 5.070 - Multi-Year Services Contract Cost-of-Living Adjustments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services during the performance of the recommended consultant service agreement since the work is highly technical in nature.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Human Resources Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:PC:mm

Enclosures

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
JOB ANALYSIS STUDY AND RELATED SERVICES**

SELECTED FIRMS

	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business
1	Talogy, LLC								
	No subcontractors								

NON-SELECTED FIRMS

	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-
1	National Testing Network, Inc.								
	No subcontractors								

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
JOB ANALYSIS STUDY AND RELATED SERVICES**

FIRM INFORMATION*		Talogy, LLC						
BUSINESS STRUCTURE		LLC						
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP						
OWNERS/PARTNERS	Black/African American							
	Hispanic/Latino							
	Asian or Pacific Islander							
	Native American							
	Subcontinent Asian							
	White							
	Female (included above)							
		NUMBER						
Total No. of Employees		763						
COUNTY CERTIFICATION								
CBE		N/A						
LSBE		N/A						
OTHER CERTIFYING AGENCY		N/A						

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

(IF APPLICABLE) **Corporation - A break down of Owners/Partners is not provided.



(/LACoBids/)

[Home \(/LACoBids/\)](#)

⊕ Solicitation Detail

Solicitation Number:	BRC0000503		
Title:	On-Call Job Analysis Study and Related Services		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$1,000,000.00
Commodity:	CONSULTING SERVICES - ANALYTICAL STUDIES AND SURVEYS		
Description:	<p>**To access the RFP, please visit: https://pw.lacounty.gov/contracts/opportunities.aspx.</p> <p>Los Angeles County Public Works is requesting proposals from qualified firms to provide On-Call Job Analysis Study and Related Services for various projects throughout Los Angeles County. Public Works would like to identify and select a qualified Consultant to conduct comprehensive job analyses and related services for Public Works and other County departments while ensuring strict adherence to legal and testing standards. Public Works goal is to be able to meet the hiring needs of our various Divisions by ensuring efficient and timely completion of job analyses based on these established legal and testing standards.</p> <p>A pre-proposal virtual conference to answer questions concerning the project will be held on Wednesday, March 27, 2024, at 2:00 p.m., via Microsoft Teams. Subconsultants are not required to attend. Those who wish to attend must click the link that will be posted on the Public Works website for BRC0000503 to join.</p> <p>Please email questions concerning this project to person listed below. All questions will be responded in a Notice to Proposers (Addenda) and posted on Public Works website: https://pw.lacounty.gov/contracts/opportunities.aspx</p>		
Open Day:	3/11/2024	Close Date:	4/9/2024 5:30:00 PM
Contact Name:	Rori Rubio	Contact Phone:	(626) 458-2584

Less

Contact Email:	rrubio@dpw.lacounty.gov
Last Changed On:	3/12/2024 7:50:07 AM
Attachment File (0) :	📎 Click here to download attachment files.



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BOARD LETTER CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Water Truck Services for North County Groups	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current contract has been extended for a maximum of 6 months with a final expiration date of March 30, 2025; 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, which is the current contractor providing these services.	
COST & FUNDING	Total cost:	Funding source:
	Group A: \$5,930,650 Group B: \$5,930,650	Funding for Group A and Group B are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget. Funds to finance these contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	TERMS (if applicable): These contracts will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for maximum potential contract terms of 66 months. Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval to award two Proposition A service contracts to Spadaro Enterprises, Inc., a Local Small Business and Community Business Enterprise, for water truck services in the unincorporated communities of North Los Angeles County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed services will provide water truck services at various Public Works facilities, such as, but not limited to, street and road rights of way, including parkways and medians. The work to be performed will consist of the delivery and application of water for maintenance and grading activities and to control fugitive dust on dirt roads within the unincorporated areas of North Los Angeles County.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works notified over 34,000 subscribers using weekly GovDelivery notification. Public Works also notified 1,553 Small Business Enterprises, 164 Disabled Veteran Business Enterprises, 181 Social Enterprises, 829 Community Business Enterprises, and 1,385 Community-Based Organizations registered with the Department of Economic	

	<p>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>In addition, during the time period that this solicitation was released and the receipt of proposals, Public Works participated in four business outreach events.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>This action supports Board Priority 5: Environmental Health Oversight and Monitoring, by controlling dust while conducting maintenance operations thereby enabling communities to enjoy access to clean air.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov</p>

p:\brcdpub\service contracts\contract\amber\water truck\2023 rebid\rebid\05 award\board letter\water trucks - 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:

November 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:

**SERVICE CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICE CONTRACTS
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award two Proposition A service contracts to Spadaro Enterprises, Inc., a Local Small Business and Community Business Enterprise, for water truck services in the unincorporated communities of North Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter.
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 Spadaro Enterprises, Inc., a Local Small Business and Community Business Enterprise, for water

truck services for North County Group A and North County Group B. These contracts will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for maximum potential contract terms of 66 months and maximum potential contract sums of \$5,930,650 for North County Group A and \$5,930,650 for North County Group B.

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, Spadaro Enterprises, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate these contracts for convenience 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 is included in the maximum potential contracts' sums for unforeseen additional work within the scope of these contracts if required, and to adjust the annual contracts' sums for each option year over the term of these contracts to allow for fuel adjustments costs in accordance with the contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award two contracts to provide water truck services at various Public Works facilities, such as, but not limited to, street and road rights of way, including parkways and medians. The work to be performed will consist of the delivery and application of water for maintenance and grading activities and to control fugitive dust on dirt roads within the unincorporated areas of North Los Angeles County benefitting the local residents.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iv, Environmental Justice, by ensuring dust is controlled during maintenance operations. By controlling dust, communities will continue to enjoy access to clean air.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The maximum potential contract sum is \$5,930,650 for North County Group A and \$5,930,650 for North County Group B for the maximum contract period of 66 months. The County may also authorize an extension of time to the contracts' maximum potential term not to exceed 180 days with no additional funding. The total maximum potential contracts' sums include 10 percent of the annual contracts' sums for unforeseen additional work within the scope of the contracts and fuel cost adjustments in accordance with these contracts. The terms and sums for each term of the maximum contracts' period, if all optional renewal periods are exercised, are as follows:

North County Group A and North County Group B for each contract:

The sum for the initial term is \$940,000.

The sum for the first option term is \$972,500.

The sum for the second option term is \$994,000.

The sum for the third option term is \$994,000.

The sum for the fourth and final option term is \$994,000.

The sum for the month-to-month option to extend up to 6 months is \$497,000.

These amounts are based on Public Works' estimated annual utilization of the contractor's services at the hourly rates quoted.

Funding for Group A and Group B are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget. Funds to finance these contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved the recommended contracts, which have been executed by Spadaro Enterprises, Inc. (Enclosures A.1 and A.2). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. These contracts will commence upon the Board's approval and final execution for a period of 1 year.

The current contract has been extended for a maximum of 6 months with a final expiration date of March 30, 2025; 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, which is the current contractor providing these services.

Standard service contracts were used that contain terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and Community Business Enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

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 of the requirements of the Los Angeles County Code, Section 2.201. In addition, the contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

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

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (c) of the California Environmental Quality Act.

CONTRACTING PROCESS

On August 23, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and 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*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1,553 Local Small Business Enterprises, 181 Social Enterprises, 164 Disabled Veteran Business Enterprises, 829 Community Business Enterprises, 1,385 Community-Based Organizations, 59 independent contractors, various business development centers, and municipalities about this business opportunity.

On August 23, 2023, two proposals were received. One of which was disqualified for failure to meet the minimum requirements of the RFP. The remaining proposal was 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, references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the responsive and responsible proposer, Spadaro Enterprises, Inc., located in Lancaster, California. Public Works notified the applicable union on this solicitation.

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.

The Honorable Board of Supervisors
November 6, 2024
Page 6

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Road Maintenance 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

November 6, 2024

**SERVICE CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICE CONTRACTS
WATER TRUCK SERVICES FOR NORTH COUNTY GROUPS
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

This Board letter has large enclosures.
Click on link to access:

[2024.11.06 Water Truck \(FTP Large Enc Link\)](#)

BOARD LETTER CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Award a service contract for on-call pressure-reducing valve annual inspection and repair services for seawater barrier projects.	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	This is a new service.	
COST & FUNDING	Total cost: \$2,149,113	Funding source: Funding for this service is available in various Public Works' funds (Services and Supplies) Fiscal Year 2024-25 Budgets. Funding is also included in the Internal Service Fund (B04 – Services and Supplies) Fiscal Year 2024-25 Budget, which will be reimbursed by the Flood Control District Fund (B07 – Services and Supplies) for expenditures associated with Flood Control facilities. When the need arises for services under this contract, financing the required service(s) will be from the appropriate fund source. No work will be assigned without appropriate funding authorization. Funding to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	TERMS (if applicable): This contract will be for a term of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.	
	Explanation: N/A	
PURPOSE OF REQUEST	The purpose of the recommended action is to award a services contract to Griswold Industries, dba Cla-Val Company, and allow Public Works to utilize the services provided by the contractor in maintaining pressure-reducing valves at seawater barrier projects located within the Los Angeles County Flood Control District's South Maintenance Area and other facilities and locations throughout Los Angeles County.	
BACKGROUND (include internal/external issues that may exist)	Approval of the recommended action will award a service contract to Griswold Industries, dba Cla-Val Company, to provide on-call and intermittent pressure-reducing valve annual	

including any related motions)	inspection and repair services in maintaining seawater barrier projects and other facilities within Los Angeles County.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works notified over 34,000 subscribers using its weekly GovDelivery notification. Public Works posted 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, 704 Community-Based Organizations, 134 independent contractors, various business development centers, and municipalities and advertised in regional and small newspapers in each Supervisorial District about this business opportunity. In addition, during the time period that this solicitation was released and the receipt of proposals, Public Works participated in six business outreach events.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This recommendation supports Board Priority 7, Sustainability. The pressure-reducing valve annual inspection and repair services for seawater barrier will preserve and protect groundwater supply from saltwater intrusion and help create a more resilient Los Angeles County.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Adam Ariki, Deputy Director, (626) 458-4012, cell (626) 476-6703, aariki@pw.lacounty.gov

FLDPUB/HQ/BOARD LETTERS/2024/ON-CALL PRESSURE-REDUCING



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

November 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:

**SERVICE CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
ON-CALL PRESSURE-REDUCING VALVE ANNUAL INSPECTION
AND REPAIR SERVICES FOR SEAWATER BARRIER PROJECTS
(SUPERVISORIAL DISTRICTS 2 AND 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a service contract to Griswold Industries, dba Cla-Val Company, for on-call pressure-reducing valve annual inspection and repair services for seawater barrier projects located within the Los Angeles County Flood Control District's South Maintenance Area.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter.
2. Award the contract to Griswold Industries, dba Cla-Val Company, for on-call pressure-reducing valve annual inspection and repair services for seawater barrier projects. This contract will be for a term of 1 year with three 1-year

renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$2,149,113.

3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Griswold Industries, dba Cla-Val Company, has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate the contract for convenience if it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum, for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award a service contract to Griswold Industries, dba Cla-Val Company, to provide on-call and intermittent pressure-reducing valve annual inspection and repair services to maintain seawater barrier projects within the County of Los Angeles. The work to be performed will consist of routine, on-call, and/or emergency inspection, troubleshooting, repairs, improvements, installations and/or modifications on various pressure-reducing valves located at seawater barrier projects and various other facilities and locations throughout the County of Los Angeles. The services required under this contract are necessary to ensure maximum performance of the facilities located throughout the County and will allow Public Works to optimize the effectiveness of the seawater barriers that protect the groundwater from saltwater intrusion. The majority of the 10 million residents of Los Angeles County depend on this groundwater that provides up to 35 percent of the drinking water supply.

This is a new service. Maintenance was previously provided through a purchase order. Due to the need for maintenance on an on-call basis for an extended period of time and the level of flexibility the pressure-reducing valves required, an on-call contract is

determined to be the most effective procurement method to meet the requirements of the seawater barrier projects in a timely manner.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iv, Environmental Justice; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal D, Streamlined and Equitable Contracting and Procurement, Strategy ii, Modernize Contracting and Procurement, and Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets. The recommended action supports ongoing efforts to manage and improve public infrastructure assets and improve water quality by contracting with the contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The annual cost is \$434,164.18 plus 10 percent of the annual contract sum for additional work within the scope of the contract. Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms. The contract will be for an initial term of 1-year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with an estimated maximum potential contract sum of \$2,149,113. This amount is based on the annual unit prices quoted by the contractor and Public Works estimated annual utilization of the contractor's services. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding. Adjustments will be made to the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

Funding for this service is available in various Public Works funds (Services and Supplies) Fiscal Year 2024-25 Budgets. Funding is also included in the Internal Service Fund (B04 – Services and Supplies) Fiscal Year 2024-25 Budget, which will be reimbursed by the Flood Control District Fund (B07 – Services and Supplies) for expenditures associated with Flood Control facilities. When the need arises for services under this contract, financing the required service(s) will be from the appropriate fund source. No work will be assigned without appropriate funding authorization. Funding to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contract as to form (Enclosure A). The recommended contract with Griswold Industries, dba Cla-Val Company, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. This contract will commence upon the Board's approval and final execution by both parties, whichever occurs last, for a period of 1 year.

A standard service contract was used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act. This service is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the State of California Environmental Quality Act guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, the contract work involves maintenance and inspection of Flood Control District's pressure-reducing valves at seawater barrier projects located within the southern portions of Los Angeles County, which will comply with all applicable regulations. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that this activity may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable based on the records of the activity.

CONTRACTING PROCESS

On July 12, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). A total of 11 firms registered through the "Do Business with Public Works" website, nine as prime and two as subcontractors. In addition, advertisements were placed in the *Los Angeles Daily*

Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Watts Times, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,439 Local Small Business Enterprises, 157 Disabled Veteran Business Enterprises, 162 Social Enterprises, 752 Community Business Enterprises, 704 Community-Based Organizations, 134 independent contractors, various business development centers, and municipalities about this business opportunity.

On November 28, 2023, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, Griswold Industries, dba Cla-Val Company, located in Costa Mesa, California. Public Works determined the contractor's price to be reasonable for the work requested. Public Works notified the applicable union on this solicitation.

Public Works has evaluated and determined that the contracted service is required on an on-call and intermittent basis; therefore, Proposition A (Los Angeles County Code Chapter 2.121) and the Living Wage Program (Los Angeles County Code Chapter 2.201) do not apply to this contract. In addition, the Contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The Contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

The contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost of Living Adjustments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors
November 6, 2024
Page 6

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Stormwater Maintenance Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:sl

Enclosures

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

AGREEMENT FOR
ON-CALL PRESSURE REDUCING VALVE ANNUAL INSPECTION AND
REPAIR SERVICES FOR SEAWATER BARRIER PROJECTS (BRC0000372)

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Griswold Industries, dba Cla-Val Company, a California Corporation, located at 1701 Placentia Avenue, Costa Mesa, California 92627, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on November 28, 2023, hereby agrees to provide services as described in this Contract for On-Call Pressure Reducing Valve Annual Inspection and Repair Services for Seawater Barrier Projects (BRC0000372).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Maps of the Alamitos Barrier Project, Dominguez Gap Barrier Project, and West Coast Basin Barrier Project Work Locations; and Exhibit H, Stormwater Maintenance Division Confined Space Manual and Entry Permit; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$434,164.18 per year, or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25% from the previous contract terms will be applied to subsequent renewal terms.

FOURTH: This Contract's initial term will be for a period of 1 year commencing upon the Board's approval and final execution by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B,

Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. If the County authorizes the Contractor in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

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

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

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

SEVENTH: In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

NINTH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the

Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any cost-of-living adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

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

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

THIRTEENTH: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

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

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Type/Print Name

GRISWOLD INDUSTRIES, DBA CLA-
VAL COMPANY

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL PRESSURE REDUCING VALVE ANNUAL INSPECTION AND REPAIR SERVICES FOR SEAWATER BARRIER PROJECTS**

SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
Griswold Industries, dba Cla-Val Company	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL PRESSURE REDUCING VALVE ANNUAL INSPECTION AND REPAIR SERVICES FOR SEAWATER BARRIER PROJECTS

FIRM INFORMATION*		Griswold Industries, dba Cla-Val Company
BUSINESS STRUCTURE		Corporation*
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP
OWNERS/PARTNERS	Black/African American	0
	Hispanic/Latino	0
	Asian or Pacific Islander	0
	Native American	0
	Subcontinent Asian	0
	White	100%
	<i>Female (included above)</i>	52%
COUNTY CERTIFICATION		
CBE		N
LSBE		N
OTHER CERTIFYING AGENCY		N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



(/LACoBids/)

lacounty.gov

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

+ Solicitation Detail

Solicitation Number:	BRC0000372		
Title:	On-Call Pressure Reducing Valve Annual Inspection and Repair Services for Seawater Barrier		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$500,000.00
Commodity:	VALVES, FLUSH, ALL TYPES; AND PARTS - PLUMBING		

Description:

PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Pressure Reducing Valve Annual Inspection and Repair Services for Seawater Barrier (BRC0000372) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of this service is estimated to be \$500,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Amber Albert at (626) 458-4199 or aalbert@pw.lacounty.gov or Mr. Jairo Flores at (626) 458-4069 or jflores@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://pw.lacounty.gov/brcd/servicecontracts>.

"Do Business with Public Works" Website Registration

All interested proposers for this RFP are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited to:

Important Note: Proposer itself must fully meet all the minimum mandatory requirements and is not allowed to use subcontractors experience or qualifications to supplement its own experience and qualifications to meet the minimum mandatory requirements. However, if subcontractor(s) are to be used during performance of the contract, the subcontractor(s) must also meet all applicable minimum mandatory requirement(s) and licensing requirements for the work they will perform.

1. Proposer, its supervising employee(s), and its subcontractor(s), if any, must have a minimum of 5 years of experience providing inspection, maintenance and repair services on pressure reducing valve stations.
2. Proposer, and its subcontractor(s), if any, must hold a valid and active State of California issued Class A, General Engineering Contractor's License and/or Class C 34, Pipeline Contractor's license and/or Limited Specialty Classification, Class C-61/D-21, Machinery and Pumps Contractor's License.
3. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 14, Prevailing Wages, of the RFP. Please note that the proposers are required to pay prevailing wages as applicable to the contract work. Proposer and its subcontractor(s), if any, performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

A mandatory proposers' conference will be held on Tuesday, July 25, 2023, at 9 a.m. via Microsoft Teams Meeting Online Events. To participate, the proposers will need to sign-in using the electronic sign-in sheet through the website listed below. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. It is the proposers' sole responsibility to do their due diligence and to contact the South Maintenance Area representative, Mr. Chien-Hao Chen of Stormwater Maintenance Division, who may be contacted at (562) 861-0316 or chichen@pw.lacounty.gov, to arrange a site visit and familiarize themselves with each site location and its requirements before submitting their proposal. Proposer must coordinate with the South Maintenance Area representative prior to visiting the site. Please contact the South Maintenance Area representative to arrange the date and time of the site visits before Wednesday, August 9, 2023. All site visits should be carried out prior to the established proposal submission deadline. The proposal submission deadline will not be extended to allow for additional time to complete a site visit.

A link to sign-in and join the meeting can be found at the following website:

<https://pw.lacounty.gov/contracts/Opportunities.aspx>.

The deadline to submit proposals is Wednesday, August 9, 2023, at 5:30 p.m. Please direct your questions to Ms. Albert or Mr. Flores. See below for all deadlines relating to this solicitation. Be advised, any changes to the due dates listed herein will only be made by Public Works, in writing in the form of an Informational Update or Addendum to the solicitation.

Item Solicitation Schedule Due Date

1. Written Questions Due Monday, July 31, 2023
2. Form PW-3: Jury Service Exemption Monday, July 31, 2023
3. Proposal Submission Due Wednesday, August 9, 2023

NOTE: Items 1 through 2 above, if submitting, will be due via email to Ms. Albert or Mr. Flores. Item 3 is due from all proposers in accordance with the Important Notice below.

IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.

Less

Open Day:	7/12/2023	Close Date:	8/9/2023 5:30:00 PM
Contact Name:	Amber Albert	Contact Phone:	(626) 458-4199
Contact Email:	aalbert@pw.lacounty.gov		
Last Changed On:	7/12/2023 1:06:33 PM		
Attachment File (0) :	<input type="button" value="⊕"/> Click here to download attachment files.		

[Update \(/LACoBids/Admin/UpdateBid/Mjc0MzI5IDcxMjIz\)](#)



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BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Acquisition and Sale of Properties between the County of Los Angeles and the City of Santa Clarita	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The City requires approval of these transactions by the end of November 2024 to meet its construction schedule for the Lyons Avenue/Dockweiler Drive Extension Project.	
COST & FUNDING	Total cost:	Funding source:
	\$1,100,000	B03-Road Fund
	TERMS (if applicable):	
	Explanation: The City will deposit \$1,100,000 for the exchange of property, which includes the County's acquisition of 2 acres of the City's property at Norland Drive and the County's sale of all its properties, rights, title, and interests in Placerita Yard, which is utilized by Public Works as a maintenance yard. Placerita Yard will be relocated to the 2-acre Norland Drive property.	
PURPOSE OF REQUEST	The City requested that the County vacate Placerita Yard property, which is needed for the City's project.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The City requested that the County vacate Placerita Yard property, which is needed for the City's project. In exchange for the County's properties, the City offered a 2-acre parcel to the County plus \$1,100,000 and the transfer of all rights, title, and interest in Placerita Yard.	
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: Priority No. 7: Sustainability–Revenues received from this transaction will help promote fiscal responsibility by providing accessible funds for the County's programs.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Ramirez, Deputy Director, (626) 458-4008, luramire@pw.lacounty.gov	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

November 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:

**TRANSPORTATION CORE SERVICE AREA
ACQUISITION OF PROPERTY FROM THE CITY OF SANTA CLARITA
ASSESSOR'S IDENTIFICATION NO. 2840-001-906
AND SALE OF PROPERTIES FROM COUNTY OF LOS ANGELES
TO THE CITY OF SANTA CLARITA
ASSESSOR'S IDENTIFICATION NOS. 2833-005-902, 2833-005-903,
AND 2833-005-904 AND PLACERITA CANYON ROAD,
LYONS AVENUE, AND EMBERBROOK DRIVE
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to acquire a portion of property and an easement for ingress and egress and utility purposes in Assessor's Identification No. 2840-001-906, in the City of Santa Clarita, from the City of Santa Clarita to the County and to sell properties known as Assessor's Identification Nos. 2833-005-902, 2833-005-903, and 2833-005-904 and all rights, title, and interest in Placerita Canyon Road, Lyons Avenue, and Emberbrook Drive, in the City of Santa Clarita, from the County to the City of Santa Clarita.

IT IS RECOMMENDED THAT THE BOARD:

1. Acting as the lead agency under the California Environmental Quality Act, certify that the County's Addendum to the Environmental Impact Report prepared and previously certified by the City of Santa Clarita as the lead agency for the Lyons

Avenue/Dockweiler Drive Extension Project, which has been completed in compliance with the California Environmental Quality Act and reflects the independent judgment and analysis of the County; find that the Board of Supervisors as the Governing Body of the County has reviewed and considered the information contained in the Addendum together with the City of Santa Clarita's Final Environmental Impact Report prior to approving the County's actions related to the acquisition and sale of property; further, acting as a responsible agency for the previously approved Santa Clarita Valley Area Plan, find that the acquisition and sale of property are within the scope of the project impacts analyzed in the Final Environmental Impact Report previously certified by the Board of Supervisors; adopt the City of Santa Clarita's Mitigation Monitoring and Reporting Program as applicable to the County's actions finding that the Mitigation Monitoring and Reporting Program is adequately designed to ensure compliance with the mitigation measures during project implementation, as applicable; determine that the significant adverse effects of the project have either been reduced to an acceptable level or are outweighed by the specific considerations of the project, as outlined in the Environmental Findings of Fact and Statement of Overriding Considerations, which Findings and Statement are adopted, as applicable to the County's actions and incorporated herein by reference; and find that all actions herein are within the scope of the impacts in the City of Santa Clarita's previously certified Environmental Impact Report for the Lyons Avenue/Dockweiler Drive Extension Project and the County's Addendum for the currently proposed acquisition and sale by the County and is consistent with the County's previously certified Environmental Impact Report for the Santa Clarita Valley Area Plan.

2. Approve the acquisition of a portion of property and an easement for ingress and egress and utility purposes in Assessor's Identification No. 2840-001-906 from the City of Santa Clarita to the County.
3. Find that the properties known as Assessor's Identification Nos. 2833-005-902, 2833-005-903, and 2833-005-904 and all rights, title, and interest in Placerita Canyon Road, Lyons Avenue, and Emberbrook Drive are no longer required for the purposes of the County.
4. Find that Assessor's Identification Nos. 2833-005-902, 2833-005-903, and 2833-005-904 and all rights, title, and interest in Placerita Canyon Road, Lyons Avenue, and Emberbrook Drive are exempt surplus land under the provisions of the Surplus Land Act pursuant to California Government Code, Section 54221 (f)(1)(C), because the County's surplus land is being exchanged for another property necessary for the County's use.

5. Authorize the Director of Public Works or his designee to execute the Agreement of Real Property Transfer, deeds, and any agreements or other documents necessary to carry out the exchange of property rights between the County of Los Angeles and the City of Santa Clarita.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to certify the County's Addendum prepared pursuant to the California Environmental Quality Act (CEQA); to find that the recommended actions are within the scope of the City of Santa Clarita's Final Environmental Impact Report (EIR) and the County's Addendum, as well as the County's previously certified EIR for the Santa Clarita Valley Area Plan (Area Plan); to allow the County to acquire a portion of the City property in fee and an easement for ingress and egress and utility purposes in Assessor's Identification No. 2840-001-906 (City Land), from the City; and to allow the County to sell exempt surplus properties known as Assessor's Identification Nos. 2833-005-902, 2833-005-903, and 2833-005-904 and all rights, title, and interest in Placerita Canyon Road, Lyons Avenue, and Emberbrook Drive (County Land), to the City.

The City is planning a capital improvement project known as Lyons Avenue/Dockweiler Drive Extension Project. Due to the City's project, the County Land will be impacted, more specifically a portion of the County Land known as Placerita Yard, which is utilized by Public Works as a maintenance yard. The County will need to relocate its operations as a result of the City's project. The City offered the City Land as a replacement site.

The recommended actions will benefit City and County residents by facilitating the City's project, which will improve transportation efficiency.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, by providing accessible funds for the County's programs that will help to promote fiscal responsibility. The recommended actions will allow the City to complete the City's project, which will improve transportation efficiency.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The City will deposit \$1,100,000 for the sale of all County Land in addition to conveying the City Land to the County. This amount will be deposited in Escrow and at the close of Escrow, it will be transferred into the Road Fund (B03, Revenue Source Code 9908-Sale of Fixed Asset Land).

Funding for the relocation costs, estimated at \$2,200,000, not covered by the sale of the County Land is available in the Road Fund (B03-Services and Supplies) Fiscal Year 2024-25 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City and the County have agreed to the terms of the exchange in substantially the same form as described in the enclosed Agreement of Real Property Transfer.

As required by California Government Code, Section 65402 (b) and (c), a notification of the proposed acquisition and sale was submitted by the City to its Planning Department for its report as to conformance with the City's adopted General Plan. Per the City's letter dated August 19, 2024, the acquisition of the County Land and sale of the City Land conforms with the City's adopted General Plan.

The County Land is exempt surplus land pursuant to California Government Code, Section 54221 (f)(1)(C), because the County's surplus land is being exchanged for another property necessary for the County's use.

This sale is authorized by California Government Code, Section 25365. Section 25365 allows the Board of Supervisors to transfer County property that is not needed for County purposes if it is in the best interest of the County and the general public. Further, as required by California Government Code, Section 6061, a notice of this intended action will be published at least 1 week prior thereto in a newspaper of general circulation published in the County.

County Counsel will review and approve the Agreement of Real Property Transfer and the deeds as to form prior to execution and the recordation of the deeds.

ENVIRONMENTAL DOCUMENTATION

The County has prepared the Addendum to the Final EIR prepared by the City for the City's Lyons Avenue/Dockweiler Drive Extension project, which was certified by the City as the lead agency on April 10, 2018. The County prepared an Addendum, which analyzed the environmental effects related to the relocation of Placerita Yard from its current location to the new location at the City Land. The County determined that an

Addendum was the appropriate document under CEQA in accordance with the State CEQA Guidelines, Section 15164, which provides for the preparation of an Addendum when minor technical changes are necessary but none of the conditions calling for preparation of a subsequent EIR have occurred. In this case, the relocation of Placerita Yard as a direct result of the City's project results in a minor change to the City's project. The City adopted Findings of Fact and a Statement of Overriding Considerations related to the EIR. The County hereby adopts the Findings of Fact and Statement of Overriding Considerations as they relate to construction noise as applicable.

The County previously certified an EIR on November 27, 2012, for the Santa Clarita Valley Area, which analyzed the Area Plan, a component of the County General Plan, which provides goals, objectives, policies, and implementation actions that apply only to the unincorporated portions of the Santa Clarita Valley. The Area Plan is a component of "One Valley One Vision," a joint planning effort with the City. The other component is the City's General Plan, which was adopted by the Santa Clarita City Council on June 14, 2011. Together, the County's Area Plan and the City's General Plan provide a unified vision for development and conservation for the entire Santa Clarita Valley.

The County's currently recommended actions are within the scope of the City's EIR, and the County's Addendum to the City's EIR, and are consistent with the previously certified EIR for the Area Plan.

There are no changes to the City's project or circumstances under which it will be undertaken that require further review under CEQA.

Upon the Board's approval of the proposed acquisition and sale of properties and related actions herein, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk and with the Office of Research and Planning in accordance with Section 21152 of the California Public Resources Code and will post the notice on the County's website pursuant to Section 21092.2. of the California Public Resources Code.

The Addendum and the previously certified EIRs and related documents referenced herein are available and can be viewed at the following Public Works' website:

<https://pw.lacounty.gov/go/addendumtocityeir>

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

The Honorable Board of Supervisors
November 6, 2024
Page 6

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no significant impact on current services or projects.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:do

Enclosure

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

ATTACHMENT

October 23, 2024

**TRANSPORTATION CORE SERVICE AREA
ACQUISITION OF PROPERTY FROM THE CITY OF SANTA CLARITA
ASSESSOR'S IDENTIFICATION NO. 2840-001-906
AND SALE OF PROPERTIES FROM COUNTY OF LOS ANGELES
TO THE CITY OF SANTA CLARITA
ASSESSOR'S IDENTIFICATION NOS. 2833-005-902, 2833-005-903, AND 2833-005-904
AND PLACERITA CANYON ROAD, LYONS AVENUE, AND EMBERBROOK DRIVE
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

This Board letter has a large attachment.

Click on link to access:

[10.23.24 - Item 2G - PW - Acquisition Sale.pdf](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Whiteman Airport, Parcel 1-6EXF, Transfer a Portion of Surplus Real Property from the County of Los Angeles to the City of Los Angeles	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: N/A	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: There will be no monetary consideration for the transfer of surplus real property to the City.	
PURPOSE OF REQUEST	Transfer a portion of County surplus real property to the City.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>In 1999, the City's Department of Water and Power granted a narrow strip of land along the northeast boundary of Whiteman Airport to the County since the City did not have a need for the land at the time. The narrow strip of land is adjacent to Roger W. Jessup Park.</p> <p>In June 2024, the City requested a portion of that same land be transferred to the City's Department of Recreation and Parks to expand the park.</p> <p>The City and its residents will benefit from the increased open space and public recreational opportunities.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Priority No. 7: Sustainability—The recommended actions will allow the County to transfer the parcel that is no longer required for the purposes of the County and will optimize operational efficiencies.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Ramirez, Deputy Director, (626) 458-4008, luramire@pw.lacounty.gov	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

November 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:

**TRANSPORTATION CORE SERVICE AREA
TRANSFER A PORTION OF SURPLUS REAL PROPERTY
FROM THE COUNTY OF LOS ANGELES
TO THE CITY OF LOS ANGELES
WHITEMAN AIRPORT, PARCEL 1-6EXF
ASSESSOR'S IDENTIFICATION NO. 2536-017-905
IN THE PACOIMA COMMUNITY OF THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to transfer a portion of the County's surplus real property known as Assessor's Identification No. 2536-017-905 and referred to as Parcel 1-6EXF related to Whiteman Airport, in the Pacoima community of the City of Los Angeles, from the County to the City of Los Angeles.

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 the Board letter and in the record of the project.

2. Find that the fee interest in a portion of the County's surplus real property known as Assessor's Identification No. 2536-017-905 and referred to as Parcel 1-6EXF related to Whiteman Airport, in the Pacoima community of the City of Los Angeles, is no longer required for the purposes of the County.
3. Find that the fee interest in a portion of the County's surplus real property known as Assessor's Identification No. 2536-017-905 and referred to as Parcel 1-6EXF related to Whiteman Airport, in the Pacoima community of the City of Los Angeles, is exempt surplus land under the provisions of the Surplus Land Act pursuant to California Government Code, Section 54221 (f)(1)(D), because the County is transferring the property to another local agency for its use.
4. Approve the project, which is the transfer of a portion of County surplus real property known as Assessor's Identification No. 2536-017-905 and referred to as Parcel 1-6EXF related to Whiteman Airport from the County to the City of Los Angeles.
5. Delegate authority to the Director of Public Works or his designee to execute the Quitclaim Deed document and authorize delivery to the City of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the project is exempt from the California Environmental Quality Act (CEQA), that the parcel is exempt surplus land under the provisions of the Surplus Land Act, and allow the County to transfer a portion of its surplus real property known as Assessor's Identification No. 2536-017-905 and referred to as Parcel 1-6EXF related to Whiteman Airport, in the Pacoima community of the City of Los Angeles, as shown on the enclosed maps, to the City of Los Angeles for open space and public recreational purposes.

In 1999, the City's Department of Water and Power granted a narrow strip of land along the northeast boundary of Whiteman Airport to the County since the City did not have a need for the land at the time. The narrow strip of land is adjacent to Roger W. Jessup Park.

In June 2024, the City requested a portion of that same land be transferred to the City's Department of Recreation and Parks to expand the park.

The City and its residents will benefit from the increased open space and public recreational opportunities.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, by allowing the County to transfer the parcel, which will reduce the County's potential liability exposure and maintenance costs.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

There will be no monetary consideration for the transfer of surplus real property to the City.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code, Section 65402, notification of the proposed sale was submitted to the City's Department of City Planning for its report as to conformance with the City's adopted General Plan.

Parcel 1-6EXF is exempt surplus land as defined in California Government Code, Section 54221 (f)(1)(D). The County is transferring the parcel to the City for the City's use.

The transfer of the parcel to the City is authorized by California Government Code, Sections 25365 and 26227. Section 25365 allows the Board of Supervisors to transfer the County property that is not needed for County purposes if it is in the best interest of the County and the general public. Further, as required by California Government Code, Section 6061, a notice of this intended action will be published at least 1 week prior thereto in a newspaper of general circulation published in the County. California Government Code, Section 26227, allows the Board to dispose of the County property that is not needed for County purposes if it is in the best interest of the County and the general public.

The Quitclaim Deed document does not transfer rights to any oil, gas, petroleum, or other hydrocarbon and minerals.

County Counsel will review and approve the Quitclaim Deed document as to form prior to execution and it will be recorded.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, which is the transfer of a portion of County surplus real property to the City, is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15312 of the State CEQA Guidelines and Class 12 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5; or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This transaction will eliminate the County's need to maintain the property and reduce its risk of potential liability.

The Honorable Board of Supervisors
November 6, 2024
Page 5

CONCLUSION

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

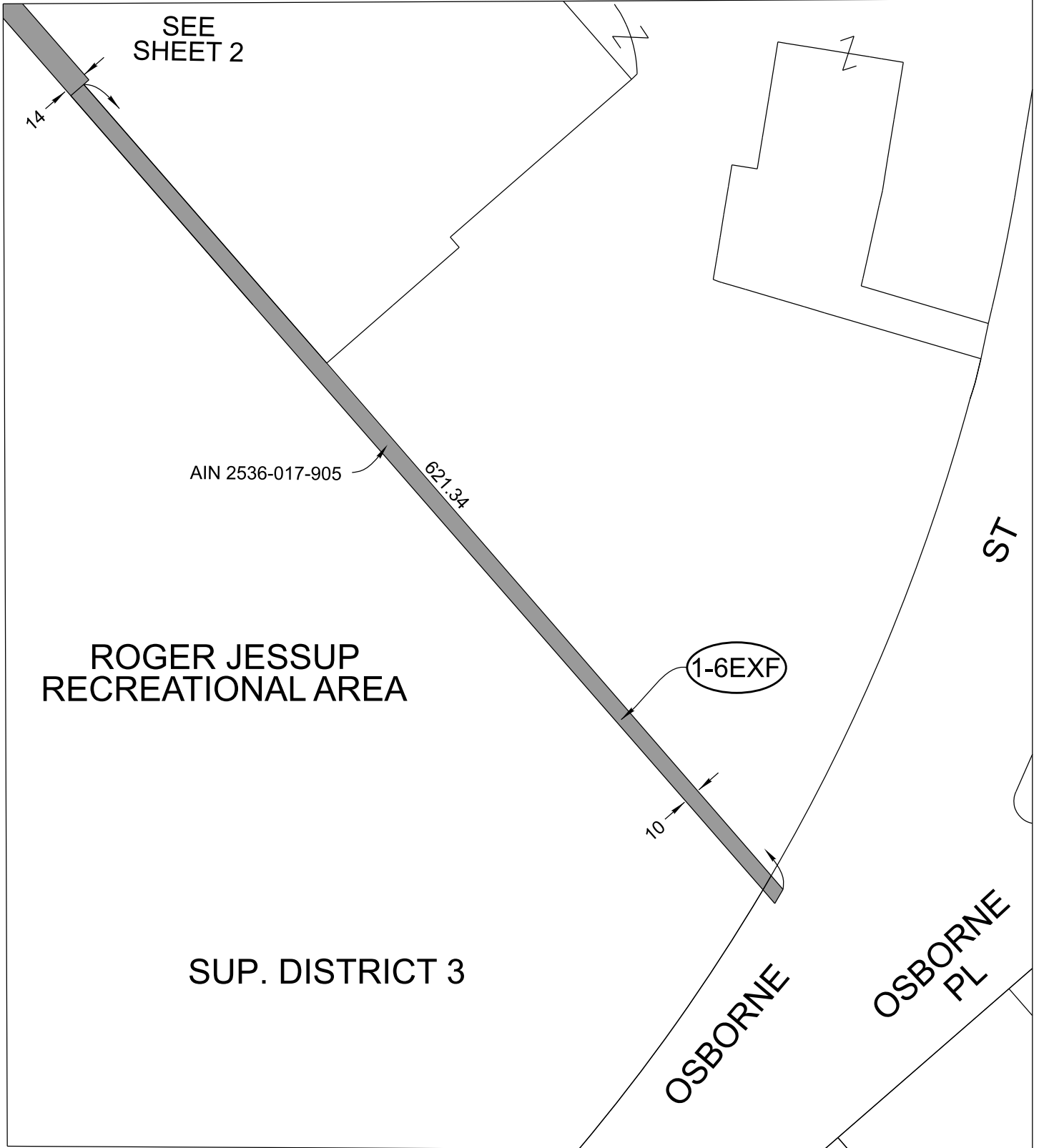
Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:dd

Enclosure

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

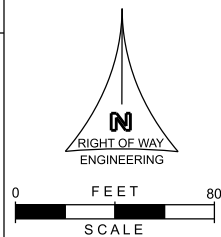


ALL IN THE CITY OF LOS ANGELES

LEGEND



PARCEL 1-6EXF
AREA: 14,050 ± SQ FT



REFERENCE:

AIN 2536-017-905
IM 204-157
SD 3

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

ROGER JESSUP PARK
FILE: WHITEMAN AIRPORT (1)

PROJECT ID : MPR0001158

PCA : GJESSPKWHP

PREPARED BY
C CHAN

REVIEWED BY
T TRUONG

DATE
9-18-2024

SHEET
1 OF 2

WHITEMAN
AIRPORT

SUP. DISTRICT 3

14

1-6EXF

558.43

ROGER JESSUP
RECREATIONAL AREA

AIN 2536-017-905

SEE
SHEET 1

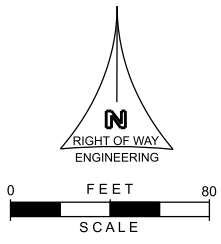
10

ALL IN THE CITY OF LOS ANGELES

LEGEND



PARCEL 1-6EXF
AREA: 14,050 ± SQ FT



REFERENCE:

AIN 2536-017-905
IM 204-157
SD 3

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

ROGER JESSUP PARK
FILE: WHITEMAN AIRPORT (1)

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PREPARED BY
C CHAN

REVIEWED BY
T TRUONG

DATE
9-18-2024

SHEET
2 OF 2

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	CP Marina del Rey Parking Structure Project	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$28,600,000	Funding sources: American Rescue Plan Funds (\$11,700,000), Marina Replacement Accumulative Capital Outlay Funds (\$12,228,000), Marina Coastal Improvement Funds (\$3,762,000), Coastal Improvement Trust Fund Account (\$418,000), Beaches & Harbors Coastal Commission Agency Trust Fund Account (\$492,000).
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Approve the capital project and associated appropriation adjustment to fully fund the project; adopt the Mitigated Negative Declaration; and award and authorize Public Works to execute the Design-Build contract.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The unincorporated community of Marina del Rey offers and hosts a variety of popular free community programs, events, and recreational opportunities for residents and visitors that necessitate the need for more public parking in the Marina. The proposed project will include construction of a new parking structure with approximately 305 parking spaces on a portion of the existing surface parking lot adjacent to the Marina del Rey Visitor's Center adjacent to the intersection of Admiralty Way and Mindanao Way.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The project supports Board Priority No. 7, Sustainability, by investing in County buildings to provide improved public services and safe and healthy recreational uses for residents and visitors.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov .	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

November 6, 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:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARINA DEL REY PARKING STRUCTURE PROJECT
ADOPT MITIGATED NEGATIVE DECLARATION AND
MITIGATION MONITORING AND REPORTING PROGRAM
APPROVE PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AWARD DESIGN-BUILD CONTRACT
SPECS. 7664; CAPITAL PROJECT NOS. 67957 AND 6A025
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval for adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; approval of the proposed capital project, budget, and associated appropriation adjustment; award and authorization to execute the Design-Build contract and stipend consultant agreement; and authorization for Department of Beaches and Harbors to waive the Right-of-Entry Permit and parking fees for the proposed Marina del Rey Parking Structure Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Consider the Mitigated Negative Declaration for the Marina del Rey Parking Structure Project (formerly referred to as the "New Marina del Rey Parking Structure

Project"), together with any comments received during the public review process; find that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Board; adopt the Mitigation Monitoring and Reporting Program and find that it is adequately designed to ensure compliance with the mitigation measures during project implementation; find on the basis of the whole record before the Board that there is no substantial evidence the project will have a significant effect on the environment; and adopt the Mitigated Negative Declaration.

2. Approve the Marina del Rey Parking Structure Project, Capital Project No. 67957, with a total budget of \$16,900,000; and establish and approve the Marina del Rey Parking Structure Project-Department of Beaches and Harbors, Capital Project No. 6A025, with a total budget of \$11,700,000; for a total combined project budget of \$28,600,000.
3. Approve an appropriation adjustment to transfer \$6,881,000 from the Services and Supplies Marina Replacement Accumulative Capital Outlay Fund; \$418,000 from the Coastal Improvement Fund Trust Account; \$492,000 from the Beaches & Harbors Coastal Commission Agency Trust Fund; and \$347,000 of residual funds from completed Marina Replacement Accumulative Capital Outlay funded capital projects, specifically \$110,000 from the Parcel 45&47 General Improvements, Capital Project No. 89002, and \$237,000 from Administration Building Walkway Improvements, Capital Project No. 89003 to the Marina del Rey Parking Structure Project, Capital Project No. 67957; and \$11,700,000 from obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs to the Marina del Rey Parking Structure Project-Department of Beaches and Harbors, Capital Project No. 6A025, to fully fund the proposed Marina del Rey Parking Structure Project.
4. Find that McCarthy Building Companies, Inc., is the responsive and responsible proposer that submitted the most advantageous and best value proposal for the Marina del Rey Parking Structure; and award and authorize the Director of Public Works or his designee to execute a Design-Build contract with McCarthy Building Companies, Inc., for a contract sum of \$20,790,820, plus a design completion allowance of \$500,000 for a maximum contract sum of \$21,290,820, contingent upon submission of acceptable performance and payment bonds, and evidence of required insurance filed by McCarthy Building Companies, Inc.
5. Authorize the Director of Public Works, with concurrence from the Chief Executive Office, to exercise control of the design completion allowance of \$500,000, including the authority to reallocate the allowance into the contract sum, as appropriate, in accordance with the contract requirements.

6. Approve and authorize the Director of Public Works or his designee to execute a consultant services agreement for a stipend amount of \$50,000 with Bomel Construction Company, Inc., the second highest ranked eligible Design-Build proposer, that met the stipend eligibility criteria in the Request for Proposals for preparation of proposal, funded by existing project funds.
7. Authorize the Director of Beaches and Harbors or his designee to waive the Right-of-Entry Permit and parking fees for the proposed Marina del Rey Parking Structure Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to seek Board approval for adoption of the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program; approval of the proposed capital project, budget, and associated appropriation adjustment; award and authorization for Public Works to execute the Design-Build (D-B) contract and stipend consultant agreement; and authorization for Beaches and Harbors to waive the Right-of-Entry Permit and parking fees for design and construction of the proposed Marina del Rey Parking Structure Project.

Project Background and Description

Marina del Rey, an unincorporated community in Los Angeles County, began its development in 1953 and was completed in 1965. It offers and hosts a variety of free community programs and events, including Zumba and yoga classes, summer concerts, movie nights, Marina Drum Circle, Dance Marina del Rey, Holiday Boat Parade, and New Year's Eve Fireworks and Glow Party. In addition, the Marina offers low cost coastal recreational opportunities, such as youth sailing camps and kayaking. These community programs, events, and recreational opportunities necessitate the need for increased public parking in the Marina.

The proposed project would include construction of a new parking structure on a portion of the existing surface parking lot at the current Marina Parking Lot 4, near the Marina del Rey Visitor's Center, adjacent to the intersection of Admiralty Way and Mindanao Way.

The proposed two-story parking structure would include three levels with approximately 305 parking spaces that would operate 24 hours a day to primarily serve public parking demand in the Marina area, including special events at Burton Chace Park. The structure would be a controlled access facility with barrier gates and pay stations.

The parking structure would contain code required Americans with Disabilities Act accessible parking spaces, elevators, and electric vehicle charging stations; observation balconies with a view towards the Burton Chace Park and the Marina; and the infrastructure to accommodate photovoltaic solar arrays on the roof level in the future. In addition, the structural façade of the parking structure would incorporate landscape green screens and a Civic Art sculpture component on the prominent northern façade facing Mindanao Way.

The proposed parking structure facility would serve as a mobility hub providing public access to Burton Chace Park, as well as a point to switch to nonvehicular modes of travel to access the rest of Marina del Rey. The site improvements include construction of a bicycle and pedestrian path that would connect the new parking structure to the Marvin Braude Bike Path and the Visitor's Center, a landscaped parklet with picnic and sitting areas, space for a food truck and service vehicles, public bicycle rack, bicycle lockers, bicycle maintenance area with tools, and a location with infrastructure for a Metro bicycle share station, and a new digital monument sign at the Visitor's Center that will provide event information.

Construction is anticipated to occur over a period of 12 months beginning in the fall of 2025 and ending in the fall of 2026.

Design-Build Contract Award and Design Completion Allowance

The proposed project would be delivered using the D-B project delivery method. The recommended D-B contract with McCarthy Building Companies, Inc., is for a contract sum of \$20,790,820 (inclusive of the base contract sum of \$20,653,048 and Additive Alternate 2 of \$137,772) plus a design completion allowance of \$500,000 for a maximum contract sum of \$21,290,820. Additive Alternate 2 involves incorporating a new digital monument sign at the Visitor's Center adjacent to the proposed parking structure. The design completion allowance will facilitate resolving issues identified during the design phase, including those related to the County's scoping documents and changes required by jurisdictional agencies, and unforeseen conditions discovered during the design effort.

Consultant Services Agreement

Under the D-B process, the County can use all aspects of all submitted proposals by paying a stipend to each qualifying proposer that is not selected for contract award. Upon the Board's approval, the second highest ranked proposer, Bomel Construction Company, Inc., would be paid a stipend of \$50,000 pursuant to the consultant services

agreement, which affords the County the right to use the information and ideas submitted by the proposer.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by renovating and modernizing public infrastructure assets that will improve the accessibility and delivery of public services and recreational opportunities for Los Angeles County residents and visitors in Marina del Rey.

FISCAL IMPACT/FINANCING

The total project cost is estimated at \$28,600,000, including scoping and design documents, consultant services, plan check, construction, change order contingency, Civic Art Allowance, and County Services. Two Capital Project numbers, the Marina del Rey Parking Structure Project, Capital Project No. 67957 and the Marina del Rey Parking Structure Project-Department of Beaches and Harbors, Capital Project No. 6A025, were assigned to this project to assist with tracking funds appropriately. The project is funded with \$16,900,000 from the Marina Replacement Accumulative Capital Outlay (ACO) Fund, Marina Coastal Improvement Fund, and various trust accounts as noted below; and \$11,700,000 from the obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs. The proposed project schedule and budget summaries are included in Enclosure A.

The proposed project budget includes \$8,762,000, currently appropriated in Marina del Rey Parking Structure Project, Capital Project No. 67957 and comprised of \$5,000,000 from the Marina Replacement ACO Fund and \$3,762,000 in revenue from the Marina Coastal Improvement Capital Project Fund, which was used to fund the scoping design costs.

Approval of the appropriation adjustment (Enclosure B) would transfer \$19,838,000 to two capital projects to fully fund the total overall project cost estimate of \$28,600,000. The \$19,838,000 transfer includes \$6,881,000 from the Services and Supplies Marina Replacement ACO Fund; \$418,000 from the Coastal Improvement Fund Trust Account; \$492,000 from the Beaches & Harbors Coastal Commission Agency Trust Fund; and \$347,000 of residual funds from completed Marina Replacement ACO funded capital projects, specifically \$110,000 from the Parcel 45&47 General Improvements, Capital Project No. 89002, and \$237,000 from Administration Building Walkway Improvements, Capital Project No. 89003 to the Marina del Rey Parking Structure Project, Capital

Project No. 67957; and would transfer \$11,700,000 from obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs to the Marina del Rey Parking Structure Project-Department of Beaches and Harbors, Capital Project No. 6A025, to fully fund the proposed project.

Operating Budget Impact

Although Beaches and Harbors does not anticipate any one-time start-up costs, the proposed construction of the parking structure will significantly increase ongoing operating and maintenance costs. Therefore, following the completion of the project, any additional ongoing operating and maintenance funding required as a direct result of the proposed project will be requested in subsequent budget submissions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy, amended on August 4, 2020, the proposed project budget includes one percent of eligible design and construction costs in the amount of \$213,000 to be allocated towards Civic Art. To support this effort, Beaches and Harbors will commit an additional \$142,000 for Civic Art at the site.

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

Effective June 7, 2023, the Countywide Community Workforce Agreement (CWA) applies to projects with an estimated construction contract value of \$5,000,000 or greater. Therefore, CWA will apply to this project. The contractor and all subcontractors must comply with all terms and conditions of the CWA which, among other things, increases work opportunities for those seeking to start a new career in the construction industry and promotes the hiring of underrepresented individuals on the project.

The proposed project would support the Board's Green Building/Sustainable Design Program by incorporating drought-tolerant landscaping, water-efficient plumbing fixtures and irrigation, energy-efficient lighting fixtures, and bioretention devices to capture and filter stormwater runoff from the site prior to discharge to the ocean.

ENVIRONMENTAL DOCUMENTATION

An Initial Study (IS)/MND was prepared for the proposed Marina del Rey Parking Structure Project (which was previously referred to as the "New Marina del Rey Parking Structure Project") by the County, as the lead agency, in compliance with the California Environmental Quality Act (CEQA). The IS/MND identified six potentially significant effects of the project related to air quality, biological resources, cultural resources, noise during construction, transportation, and tribal cultural resources. Prior to release of IS/MND (Enclosure C) for public review, revisions to the project were made to avoid or mitigate the effects, summarized as follows:

Air Quality: The contractor shall be required to implement measures during construction to minimize exhaust emissions.

Biological Resources: Preconstruction clearance surveys and avoidance buffers and/or exclusionary measures shall be implemented prior to and during construction to avoid impacts to nesting birds protected by the Migratory Bird Treaty Act.

Cultural Resources: If at any time during ground disturbing activities unrecorded archaeological/cultural resources are discovered, all further excavation and disturbance of the affected area shall immediately cease, and a qualified archeologist shall be retained by the County to inspect the site, assess the significance of the find, and to develop appropriate handling and treatment measures in consultation with the County.

Should potential paleontological resources be found during ground disturbing activities, all work in the area of the find shall be temporarily halted, and a qualified paleontologist shall be retained by the County to evaluate the significance of the resource and determine appropriate actions, in cooperation with the County.

In accordance with California Public Resources Code Section 5097.98 and CEQA Guidelines Section 15064.5, measures to address the discovery of human remains are included.

Noise: All construction activities shall be required to comply with the applicable provisions of the County of Los Angeles Noise Ordinance that control and restrict construction noise. The County shall post a notice at the project site during construction with the project contact information for the public to submit inquiries and complaints.

Transportation: The contractor shall be required to submit a construction traffic management plan for County review and approval prior to commencement of construction activities.

Tribal Cultural Resources: The County shall retain Native American Tribal Monitors from the tribes that have engaged in formal consultation with the County to work with the project's qualified archaeologist during ground-disturbing activities. The Tribal Monitors will provide input to the County on behalf of their respective tribes to ensure that the perspectives of all traditionally and culturally affiliated tribes are taken into consideration. If a Tribal Cultural Resource (TCR) is inadvertently discovered, the Tribal Monitors will advise the County on the most appropriate treatment and final disposition for the TCR.

The IS and project revisions showed that there is no substantial evidence, considering the whole record before the County, that the proposed project as revised may have a significant effect on the environment. Based on the IS and project revisions, an MND was prepared for the proposed project.

The IS/MND public review period started on August 1, 2024, and ended on August 30, 2024. Public Notice was published in *The Argonaut* newspaper on August 8 and 22, 2024, pursuant to Public Resources Code Section 21092, was posted at the project site and the Marina del Rey Visitor's Center on August 1, 2024, and was posted every Saturday in the month of August on the Beaches and Harbors table at the Marina's local Farmer's Market, pursuant to Section 21092.3. Public notices were also mailed to the property owners and occupants within a 500 foot radius of the project site on July 31, 2024. No comments were received from public agencies, organizations, and individuals. Notice to commenting public agencies was completed pursuant to Section 21092.5. All comments have been addressed, and no new substantial environmental issues have been raised that have not been adequately addressed in the IS/MND.

In addition, all TCR consultation requirements of CEQA have been met and documented. The Gabrielino Tongva Indians of California requested consultation, and the consultation was completed through agreement. The Gabrieleño Band of Mission Indians – Kizh Nation also requested consultation, and the consultation was completed by a good faith determination after reasonable efforts that an agreement could not be reached. Where feasible, mitigation measures have been considered to avoid or minimize damaging effect on any TCR. The IS/MND includes TCR Mitigation Measures that incorporate information shared by both the Gabrielino Tongva and Kizh Nation during consultation. The County shall retain Native American Tribal Monitors from the tribes that engaged in consultation to work with the project's qualified archaeologist during ground-disturbing activities. The Tribal Monitors will provide input to the County on behalf of their respective tribes to

ensure that the perspectives of all traditionally and culturally affiliated tribes are taken into consideration. If a TCR is inadvertently discovered, the Tribal Monitors will advise the County on the most appropriate treatment and final disposition for the TCR.

The documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter are located at Beaches and Harbors, 13837 Fiji Way, Marina del Rey, CA 90292. The custodian of such documents at Beaches and Harbors is the Capital Projects Section Head. The environmental documentation is also available at the Beaches and Harbors website: <https://beaches.lacounty.gov/environmental-notices/>.

The project is not exempt from payment of a fee to the California Department of Fish and Wildlife pursuant to Section 711.4 of the Fish and Game Code to defray the costs of fish and wildlife protection and management incurred by them.

Upon the Board's adoption of the MND, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk and the Office of Planning and Research in accordance with Section 21152 of the California Public Resources Code, pay the required filing and processing fees with the Registrar-Recorder/County Clerk, and post the notice to the County's website in accordance with Section 21092.2.

CONTRACTING PROCESS

The D-B procurement was conducted in accordance with the D-B Policy adopted by the Board on June 4, 2016, and pursuant to the requirements of Public Contract Code Section 22164.

On September 28, 2023, Public Works issued the Request for Proposal (RFP) for D-B services. This contract opportunity was advertised on the County's "Doing Business with Us" and Public Works "Do Business with Public Works" websites and advertisements were placed in the *La Opinion*, *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *Pasadena Star News*, *San Gabriel Tribune*, *The Signal*, *World Journal*, *Daily Commerce*, *Daily News*, and *Whittier Daily News* newspapers. Also, Public Works informed 1,487 local small business enterprises; 147 disabled veteran-owned business enterprises; 165 social enterprises; 812 Community Business Enterprises; and 1,384 community-based organizations about this business opportunity. Twenty-eight firms registered on the Public Works website for this RFP.

The first part of the RFP required prospective D-B firms to submit responses to the standardized prequalification questionnaire. Additionally, the RFP specified that the three

highest scoring prequalified proposers would be short-listed and invited to participate in the second part of the RFP for submission of technical and cost proposals. On November 30, 2023, four firms submitted prequalification questionnaires. The questionnaires were reviewed by an evaluation committee consisting of representatives from the Chief Executive Office, Beaches and Harbors, and Public Works.

The three short-listed firms were McCarthy, Bomel, and Largo Concrete.

On April 18, 2024, technical and cost proposals were received from the three short-listed prequalified firms. During the initial screening process, Public Works determined and notified Largo that their proposal was not in compliance with the County's Jury Service Program requirement in the RFP. After Largo declined to comply with this provision in the RFP, Public Works notified them in writing that their proposal was nonresponsive and disqualified them from further participation in the evaluation process. The two remaining proposals were evaluated and ranked based on technical design and construction expertise, D-B team personnel and organization, proposed delivery plan and schedule, price, life cycle costs, CWA and Local and Targeted Worker Hiring Program work plans, and acceptable safety record. The evaluation was completed without regard to race, creed, color, or gender.

McCarthy, proposal received the highest score, was determined to be the best value in accordance with the provisions of the RFP.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will have no negative impact on current County recreational facilities, programs, and special events. Although a portion of the Marina Parking Lot 4 will be closed during construction of the parking structure, the public will have access to other existing parking lots in the Marina.

The Honorable Board of Supervisors
November 6, 2024
Page 11

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:HA:sl

Enclosures

c: Arts and Culture (Civic Art Division)
Auditor-Controller
Beaches and Harbors
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office

ENCLOSURES A-C

November 6, 2024

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARINA DEL REY PARKING STRUCTURE PROJECT
ADOPT MITIGATED NEGATIVE DECLARATION AND
MITIGATION MONITORING AND REPORTING PROGRAM
APPROVE PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AWARD DESIGN-BUILD CONTRACT
SPECS. 7664; CAPITAL PROJECT NOS. 67957 AND 6A025
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

This Board letter has large enclosures.
Click on link to access:

[2024.11.06 CP Marina Parking Enclosures A-C \(FTP Link Large Enc\)](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/23/2024		
BOARD MEETING DATE	11/6/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	CP Martin Luther King, Jr. Medical Campus Transitional Age Youth Drop-In Center Project		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	Funding is required to complete the project in 2026.		
COST & FUNDING	Total cost:	\$ 2,070,000	Funding source:
			American Rescue Plan Act
	TERMS (if applicable): American Rescue Plan Act funds are required to be expended by end of 2026.		
	Explanation: N/A		
PURPOSE OF REQUEST	<p>Certify an Addendum to the Final Environmental Impact Report for the Martin Luther King, Jr. Medical Campus (MLK MC) Transitional Age Youth (TAY) Drop-In Center Project, establish the MLK MC TAY Drop-In Center Capital Project, approve an appropriation adjustment, and authorize Public Works to deliver the MLK MC TAY Drop-In Center Project using a Board-approved Job Order Contract.</p>		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The make-ready scope for the MLK MC TAY Drop-In Center Project consists of the abatement and demolition of the existing 6,000-square-foot single-story Oasis Clinic building. The County is also contemplating constructing a future TAY Drop-In Center building within the footprint of the demolished Oasis Clinic building.</p> <p>The demolition project is anticipated to begin in December 2024 and will be substantially completed in March 2025.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The project will ensure that mental health services continue to be provided to a community that has been historically underserved.		
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: These recommendations support Board Priority No. 2 - Alliance for Health Integration by providing prevention, treatment, and healing services.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

November 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:

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARTIN LUTHER KING, JR. MEDICAL CAMPUS
TRANSITIONAL AGE YOUTH DROP-IN CENTER PROJECT
CERTIFY ENVIRONMENTAL IMPACT REPORT ADDENDUM
ESTABLISH CAPITAL PROJECT
APPROVE MAKE-READY WORK AND
APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 8A055
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to certify an Addendum to the Final Environmental Impact Report for the Martin Luther King, Jr. Medical Campus Transitional Age Youth Drop-In Center Project, establish the Capital Project and make-ready budget, approve an appropriation adjustment, and authorize Public Works to deliver the make-ready scope for the Martin Luther King, Jr. Medical Campus Transitional Age Youth Drop-In Center Project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Certify that the Addendum to the previously certified Final Environmental Impact Report for the Martin Luther King, Jr. Medical Campus Transitional Age Youth Drop-In Center Project has been completed in compliance with the California

Environmental Quality Act and reflects the independent judgement and analysis of the County, find that the Board has reviewed and considered the information contained in the Addendum and Final Environmental Impact Report prior to approving the Martin Luther King, Jr. Medical Campus Transitional Age Youth Drop-In Center Project, and approve the Addendum.

2. Establish the Martin Luther King, Jr. Medical Campus Transitional Age Youth Drop-In Center Project, Capital Project No. 8A055, and approve the make-ready scope and budget of \$2,070,000.
3. Approve the appropriation adjustment to transfer \$2,070,000 to the proposed Martin Luther King, Jr. Medical Campus Transitional Age Youth Drop-In Center Project, Capital Project No. 8A055, from the obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs.
4. Authorize the Director of Public Works or his designee to deliver the make-ready scope for the Martin Luther King, Jr. Medical Campus Transitional Age Youth Drop-In Center Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions will certify and approve the Addendum to the previously certified Final Environmental Impact Report (FEIR) for the Martin Luther King, Jr. Medical Campus (MLK MC) Transitional Age Youth (TAY) Drop-In Center Project, establish Capital Project No. 8A055, approve a project budget of \$2,070,000 for the make-ready scope, and authorize Public Works to deliver the make-ready scope for the MLK MC TAY Drop-In Center Project using a Board-approved Job Order Contract (JOC).

Background

The make-ready scope for the MLK MC TAY Drop-In Center Project consists of the abatement and demolition of the existing 6,000-square-foot single-story Oasis Clinic building.

The County Department of Mental Health is also planning for the construction of a future TAY Drop-In Center building on the footprint of the demolished Oasis Clinic building that will provide young people ages 12-25 from the Willowbrook and surrounding area with clinical services, including mental health, physical health, substance use prevention, as well as supported education and employment, and peer and family support on their own

terms. This new proposed 9,000-square-foot modular building would be two stories and include offices, conference facilities, open lounge space, and group chat rooms.

The design for the demolition of the make-ready scope and scoping documents for the future MLK MC TAY Drop-In Center Project were completed using a Board-approved, on-call architectural/engineering firm. Public Works is now seeking approval to complete the make-ready scope using a Board-approved JOC.

Upon identification of full funding for the proposed MLK MC TAY Drop-In Center, Public Works intends to deliver the project using a Design-Build (D-B) contract. Upon selection of the Design Builder, we will return to the Board to seek approval of the project scope to include construction of the MLK MC TAY Drop-In Center, a budget increase, and award of the D-B contract.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 1, Make investments that transform lives, Focus Area Goal A, Healthy Individuals and Families, Strategy ii, Improve Health Outcomes, by promoting comprehensive and inclusive care through investments in public healthcare infrastructure that enhance the quality and delivery of healthcare services to Los Angeles County residents; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by evaluating our current Capital Projects and identifying the need to replace or modernize legacy/obsolete infrastructure. These recommendations support the County Strategic Plan by investing in public healthcare infrastructure improvements that will enhance the quality and delivery of healthcare services to the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

The estimated cost for the make-ready scope for the MLK MC Tay Drop-In Center Project is \$2,070,000, including demolition, change order contingency, make-ready plans and specifications, scoping documents, permit fees, consultant services, inspection services, and County services. The project budget and schedule are included in Enclosure A.

Approval of the appropriation adjustment (Enclosure B) will transfer \$2,070,000 to the proposed MLK MC TAY Drop-In Center Project, Capital Project No. 8A055, from the obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs, to fully fund the make-ready scope and to reimburse the Project and Facility Development Budget Unit for the previously expended project costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the make-ready work is exempt from the Civic Art Allocation as the current scope of work is entirely demolition.

The project is subject to Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

ENVIRONMENTAL DOCUMENTATION

On October 11, 2011, the Board, as lead agency under the California Environmental Quality Act (CEQA), certified the FEIR for the MLK MC Campus Redevelopment Project, Tiers I and II. Tier I of the project in the certified FEIR consisted of the construction of a 4-story Multi-Service Ambulatory Care Center. Tier II of the project in the certified FEIR included the development of the remainder of the campus and was analyzed at a program level, which included up to 1,476,010 square feet of master-planned future mixed use development. The Board adopted a Statement of Overriding Consideration for significant and unavoidable impacts identified in the FEIR in the areas of air quality, cultural resources, greenhouse gas emissions, and construction noise, which continues to apply, as well as a Mitigation Monitoring Program, as applicable. The FEIR analyzed at a programmatic level the environmental impacts of option to demolish the Oasis Clinic.

Although the details of the proposed MLK MC TAY Drop-In Center Project were not previously identified when the FEIR was certified, the options to either demolish or reuse the MLK MC Oasis Clinic building were considered, and the project is included in both the footprint and square footage of the Tier II development. Public Works retained Impact Sciences, Inc., to prepare an Addendum to the 2011 MLK MC Campus Redevelopment FEIR to evaluate the environmental effects associated with the proposed MLK MC TAY Drop-In Center Project. The Addendum to the FEIR (Enclosure C), as well as the FEIR (Enclosure D) are enclosed. Pursuant to Section 15164 (a) of the State CEQA Guidelines, an Addendum to a previously certified FEIR is appropriate to evaluate the environmental effects associated with minor modifications to a previously approved project. The Addendum demonstrates that environmental impacts resulting from the proposed MLK MC TAY Drop-In Center Project would not trigger any of the conditions that require the preparation of a subsequent Environmental Impact Report because it will not result in any new significant impacts beyond those analyzed in the previously certified FEIR. In addition, there are no changes to the previously approved project or to the circumstances under which the project is undertaken that require further review or findings under CEQA pursuant to Section 15162 of the State CEQA Guidelines.

The Mitigation Monitoring Program adopted by the Board at the time of certification of the FEIR will continue to apply to the MLK MC TAY Drop-In Center Project, as applicable, to ensure that all impacts of the project remain below the level of significance, and compliance with applicable mitigation measures will be monitored. According to the Addendum, no additional project level mitigation is necessary.

The location and custodian of the documents and other materials constituting the record of the proceedings, in the certified Environmental Impact Report and Addenda, upon which the Board's decision is based in this matter is with Public Works, Project Management Division I, 900 South Fremont Avenue, 5th Floor, Alhambra, CA, 91803.

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

CONTRACTING PROCESS

Public Works completed the design for the make-ready scope and scoping documents for the future TAY Drop-In Center using a Board-approved, on-call architect/engineering firm and is recommending the use of a Board-approved JOC to complete the make-ready work.

The scope of the make-ready work includes demolition and Public Works has made the determination that the use of JOC is the most appropriate contracting method to deliver this work.

Public Works intends to use D-B for the delivery of the MLK MC TAY Drop-In Center if approved and sufficient funding is available.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current services at the campus as the existing Oasis Building is vacant. Patient care services on campus will remain fully operational during design and construction.

The Honorable Board of Supervisors
November 6, 2024
Page 6

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:HA:jc

Enclosures

- c: Chief Executive Office (Capital Programs Division)
- County Counsel
- Executive Office
- Health Services (Capital Projects Division)
- Mental Health
- Probation Department
- Public Health
- Workforce Development, Aging, and Community Services

ENCLOSURE

November 6, 2024

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARTIN LUTHER KING, JR. MEDICAL CAMPUS
TRANSITIONAL AGE YOUTH DROP-IN CENTER PROJECT
CERTIFY ENVIRONMENTAL IMPACT REPORT ADDENDUM
ESTABLISH CAPITAL PROJECT
APPROVE MAKE-READY WORK AND
APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 8A055
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

This Board letter has large enclosures.
Click on link to access:

[2024.11.06 - MLK Medical Campus Youth Drop-In Center Proj \(FTP Link Large Enc\)](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/26/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Parks and Recreation	
SUBJECT	APPROVAL OF MASTER AGREEMENTS WITH CONSERVATION CORPS FOR AS-NEEDED LANDSCAPE AND MAINTENANCE SERVICES	
PROGRAM	As-Needed Landscape and Maintenance Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING (REVENUE TO THE COUNTY)		Funding source: Fiscal Year 24-25 Operating Budget
	TERMS (if applicable): Five years, with up to three additional one-year renewal options, and if needed, an additional six month-to-month extension.	
PURPOSE OF REQUEST	Approval of the recommended actions will delegate authority to the Director of Parks and Recreation to execute Master Agreements with the Los Angeles Conservation Corps, the San Gabriel Valley Conservation Corps, the Conservation Corps of Long Beach, the California Conservation Corps, and the Tiüvac'a'ai (Healthy Land) Tribal Conservation Corps for as-needed landscape and maintenance services.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The current Master Agreements with LACC, SGVCC, CCC, and CCLB, were approved by the Board on a September 20, 2016, motion. The current Master Agreements with LACC, SGVCC, and CCLB became effective on December 1, 2016, and are currently in the final option term, which will expire on November 30, 2024. The Master Agreement with CCC became effective on June 1, 2017, and is also in its final option term, which will expire on May 31, 2025. The current Master Agreement with CCC will be terminated early for convenience effective November 30, 2024, and a new Master Agreement will be executed effective December 1, 2024, in order to align the agreement term of all five Master Agreements.</p> <p>The TTCC is a new addition to the Department's Corps agreements. Established in 2022, TTCC's workforce development program will provide hands-on training to Native youth and young adults on Native Cultural Land Management practices and provide land management, reforestation, replanting, and fire and land restoration management training through a partnership with CCC and the U.S. Forest Service.</p>	

	<p>These Master Agreements are for as-needed services and are non-exclusive Agreements. The Corps agreements will provide access to the as-needed services to other County departments and County-related agencies through MOUs and/or DSOs that specify the statement of work and funding for each project. Furthermore, it should be noted that the Corps agreements are not exempt from living wage requirements for providing health benefits to qualifying at-risk youth.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Ruben Lopez, Chief of Contracts and Procurement Division 626-588-5300, rlopez@parks.lacounty.gov</p> <p>A'lana White, Contracts Section Head 626-588-5260 awhite2@parks.lacounty.gov</p>



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

November 26, 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:

**APPROVAL OF MASTER AGREEMENTS WITH CONSERVATION CORPS FOR AS-NEEDED LANDSCAPE AND MAINTENANCE SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Approval of the recommended actions will delegate authority to the Director of Parks and Recreation to execute Master Agreements with the Los Angeles Conservation Corps, the San Gabriel Valley Conservation Corps, the Conservation Corps of Long Beach, the California Conservation Corps, and the Tiüvac'a'ai (Healthy Land) Tribal Conservation Corps for as-needed landscape and maintenance services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, to terminate early the existing agreement with the California Conservation Corps effective November 30, 2024, to align the terms of all five Master Agreements.
3. Approve and delegate authority to the Director of the Department of Parks and Recreation, or her designee, to execute Master Agreements substantially similar to Attachment I, Sample Master Agreement, upon approval as to form by County Counsel, with the Los Angeles Conservation Corps, the San Gabriel Valley Conservation Corps, the Conservation Corps of Long Beach, the California Conservation Corps, and the Tiüvac'a'ai (Healthy Land) Tribal Conservation Corps (collectively, the "Corps"), to provide as-needed landscape and other related maintenance services, for an initial term of five years for a maximum annual

Contract Sum of \$5,000,000, for each Agreement.

4. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, to execute future amendments, approved as to form by County Counsel, to exercise up to three additional one-year contract renewal options; and, if needed, an additional six month-to-month extension option; to execute individual work orders; to add, delete, and/or change certain terms and conditions as required under Federal or State law or regulation, County policy and/or the Board of Supervisors; to execute change notices and amendments to incorporate necessary changes within a statement of work; to assign rights or delegation of duties should the contracting entities merge, be acquired or otherwise change entities; and to suspend or terminate any Master Agreement if it is in the best interest of the County of Los Angeles.
5. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, to automatically extend agreements past the stated expiration date, where work has been granted prior to, but not completed by, said expiration date, solely to allow for the completion of said services.
6. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, to increase the Master Agreement sum, for each Agreement by up to ten percent, as needed during each year, totaling up to \$500,000, as a contingency amount, for unforeseen services/emergencies and/or additional work within the scope of each Master Agreement.
7. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, to extend access to the as-needed landscape and maintenance services with the Corps to other County Departments and County-related agencies by executing Memorandum of Understanding (MOU) agreements or Department Service Orders (DSO) that specify the statement of work and funding for each project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the County of Los Angeles Department of Parks and Recreation (Department) to continue its long-standing partnership with the Los Angeles Conservation Corps (LACC), the San Gabriel Valley Conservation Corps (SGVCC), the Conservation Corps of Long Beach (CCLB), the California Conservation Corps (CCC), and the Tiüvac'a'ai (Healthy Land) Tribal Conservation Corps (TTCC).

The Corps provide at-risk young adults and school-aged youth with opportunities for success through job skills training, education, and work experience with an emphasis on conservation and service projects. Through these programs, youth and young adults are given the opportunity to improve their circumstances, give back to their community, and prepare for post-secondary education and living wage jobs.

The new Master Agreements will allow for improvements to the planning and development of long-term projects for the Department, as well as provide additional opportunities for training for the at-risk young adults. The Corps projects include performing various services, including landscaping, maintenance projects, trail work, habitat restoration, horticultural services, water conservation projects, energy conservation projects, and other services as required by the Department. These agreements have yielded exponential benefits to at-risk youth and their communities, while also allowing the Department to maximize limited resources.

Your approval of the recommended actions will extend access of the Master Agreements to other Los Angeles County departments and County-related agencies by executing MOU agreements that outlines the scope of work, funding source, and administrative fees.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed Agreements will promote and uphold the County of Los Angeles's (County) approved Strategic Plan Goals of Making Investments that Transform Lives through employment and sustainable wages by removing unnecessary barriers to employment, particularly for the most vulnerable residents in the County (North Star 1.B.i); and providing job preparation by investing in job training/education and preparation opportunities (North Star 1.B.ii); and by creating jobs by supporting initiatives, projects and partnerships that generate employment opportunities (North Star 1.B.iii); and by offering sustainable wages to support efforts to earn and provide sustainable wages (North Star 1.B.iv).

FISCAL IMPACT/FINANCING

Approval of the proposed Master Agreements does not guarantee any minimum amount of work. Funding for as-needed landscape and maintenance services will be made available when grant, capital projects, deferred maintenance, Quimby, discretionary, and other types of funding are designated for park and trail projects. The Department will not request the Corps to perform services that will exceed available funding.

OPERATING BUDGET IMPACT

The Department will obtain the appropriate level of Services and Supplies appropriation for the Master Agreements through the County budget process. The administrative fee will be collected as one-time cost reimbursement for the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code section 25212.3, the County may contract with any state department or agency, or any tribal government for the provisions of services, The Corps is a department of the State of California statutorily mandated to provide job skills training,

educational opportunities and an increasing awareness of the State's natural resources to young adults.

The Sample Master Agreement, Attachment I, contains all mandatory County contracting provisions, including consideration of hiring Gain/Start participants, the Jury Service Program, the Living Wage Program, the Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment Practices, and the County Policy of Equity. The Sample Master Agreement is in compliance with all Board and CEO requirements.

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

The CEO's Risk Management Office has approved the insurance, indemnification and liability provisions included in the Sample Master Agreement.

CONTRACTING PROCESS

The current Master Agreements with LACC, SGVCC, CCC, and CCLB, were approved by the Board on a September 20, 2016, motion. The current Master Agreements with LACC, SGVCC, and CCLB became effective on December 1, 2016, and are currently in the final option term, which will expire on November 30, 2024. The Master Agreement with CCC became effective on June 1, 2017, and is also in its final option term, which will expire on May 31, 2025. The current Master Agreement with CCC will be terminated early for convenience effective November 30, 2024, and a new Master Agreement will be executed effective December 1, 2024, in order to align the agreement term of all five Master Agreements.

The TTCC is a new addition to the Department's Corps agreements. Established in 2022, TTCC's workforce development program will provide hands-on training to Native youth and young adults on Native Cultural Land Management practices and provide land management, reforestation, replanting, and fire and land restoration management training through a partnership with CCC and the U.S. Forest Service.

These Master Agreements are for as-needed services and are non-exclusive Agreements. The Corps agreements will provide access to the as-needed services to other County departments and County-related agencies through MOUs and/or DSOs that specify the statement of work and funding for each project. Furthermore, it should be noted that the Corps agreements are not exempt from living wage requirements for providing health benefits to qualifying at-risk youth.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA

Guidelines. The proposed Master Agreements are organizational or administrative activities of government which will not result in direct or indirect physical changes to the environment.

As projects are developed, the Department will return to your Board with the appropriate environmental documentation for your consideration prior to construction.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these Master Agreements will allow the Department to provide services to the public. These Master Agreements will not infringe on the role of the County in its relationship to its residents, or the County's ability to respond to emergencies will not be impaired, nor result in the displacement of any County personnel, as these services are currently being performed on an as-needed basis. Therefore, there will be no impact on existing staff, service levels, or projects associated with the proposed action.

CONCLUSION

It is requested that three adopted copies of the action taken by your Board be forwarded to the Department of Parks and Recreation.

Should you have any questions please contact, Ms. Zoe Carpena at (626) 588-5271 or via email at zcarpena@parks.lacounty.gov, or Ms. A'lana White at (626) 588-5260 or via email at awhite2@parks.lacounty.gov, or Ms. Johanna Hernandez at (626) 588-5370 or via email at bjl@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ
Director

NEGG:AB:MR
RL:AW:ZC:rc

Attachment

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

SAMPLE MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATIONS**

AND

FOR

AS-NEEDED LANDSCAPE AND MAINTENANCE SERVICES

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STANDARD EXHIBITS

- A** Statement of Work
- B** Fee Schedule
- C** County’s Administration
- D** Contractor’s Administration
- E** Safely Surrendered Baby Law
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Intentionally Omitted
- H** Compliance with County’s Smoking Ban Ordinance
- I** Charitable Contributions Certification
- J** Contribution and Agent Declaration Form

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
AS-NEEDED LANDSCAPE AND MAINTENANCE SERVICES**

This Master Agreement (“Master Agreement”) and Exhibits made and entered into on this day of _____, 2024, by and between the County of Los Angeles, hereinafter referred to as “County,” and the _____, hereinafter referred to as “Contractor”, to provide as-needed landscape and maintenance services.

RECITALS

WHEREAS, in accordance with Government Code Section 25536.2, the County is authorized to contract with a non-profit corporation or association; and

WHEREAS, the Contractor is a 501 (c)(3), private, nonprofit, public benefit corporation that provides at-risk youth and school-aged youth with opportunities for success through job skills training, education and work experience with an emphasis on conservation and service projects that benefit the community; and

WHEREAS, the Contractor is a department of the State of California statutorily mandated to provide job skills training, educational opportunities and an increasing awareness of the State’s natural resources to young adults; and

WHEREAS, the Contractor is authorized to work on projects in rural and urban areas that provide a benefit to the public by preserving, maintaining and/or enhancing the lands and water of the State of California, directly contributing to the conservation of energy and/or assisting in fire prevention and suppression; and providing an emphasis on conservation and service projects that benefit the community; and

WHEREAS, the Contractor is duly licensed and certified to engage in landscape and maintenance services; and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

WHEREAS, on _____, the County Board of Supervisors authorized the Director of Department of Parks and Recreation or her designee to enter into a Master Agreement with the _____ for As-Needed Landscape and Maintenance Services; 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 through 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 terms and conditions of the Master Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work
Exhibit B	Fee Schedule
Exhibit C	County's Administration
Exhibit D	Contractor's Administration
Exhibit E	Safely Surrendered Baby Law
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Intentionally Omitted
Exhibit H	Compliance with County's Smoking Ban Ordinance
Exhibit I	Charitable Contributions Certification
Exhibit J	Contribution and Agent Declaration Form

This Master Agreement and the Exhibits constitutes 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 (Change Notices and Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 Board of Supervisors (Board): The Board of Supervisors of the County acting as governing body.

2.1.2 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered

into an agreement with the County to perform or execute the work covered by this Master Agreement.

- 2.1.3 Contractor's Project Manager:** The person designated by the Contractor to administer the Master Agreement operations under this Master Agreement for the individual work order(s).
- 2.1.4 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Master Agreement.
- 2.1.5 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County's Project Manager.
- 2.1.6 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Master Agreement.
- 2.1.7 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Master Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.8 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-lacounty/about/>.
- 2.1.9 Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.10 Department:** The County of Los Angeles Department of Parks and Recreation which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.11 Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Master Agreement, or their authorized representative(s), or designee.
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 Master Agreement:** County's standard agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Master Agreement sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.

- 2.1.14 **Performance Standard:** The essential terms and conditions for the performance of work as defined in this Master Agreement.
- 2.1.15 **Project Schedule:** Timeline for completion of any individual Work Order.
- 2.1.16 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.17 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Master Agreement.
- 2.1.18 **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 Contractor in furtherance of Contractor's performance of this Master Agreement, at any tier, under oral or written agreement.
- 2.1.19 **Work Order:** An agreement, subordinate to Master Agreement, incorporating all its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Statement of Work.

3.0 CONTRACTOR SERVICES

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in the Statement of Work, Exhibit A.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Master Agreement, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.
- 3.3 Contractor shall notify the Director in writing as soon as reasonably possible on the same day of discovery of any damage due to extraordinary incidents such as Acts of God and suspected third party negligence.
- 3.4 Services rendered under this Master Agreement may be authorized to be used by other County and/ or governmental agencies, under the same terms and conditions set forth.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of this Master Agreement will be five (5) years commencing upon execution by the Director or her designee, or December 1, 2024, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Master Agreement.

- 4.2** The County will have the sole option to extend this Master Agreement term for up to three (3) additional one (1) year periods. Each such extension option may be exercised at the sole discretion of the Director, which may include a cost of living adjustment (COLA) per option year as provided in Paragraph 5.6, hereinafter.

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

- 4.3** The Contractor must notify Department when this Master Agreement is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the Department at the address herein provided in Exhibit C (County's Administration).
- 4.4** By reasons or acts beyond the control of the County, the Master Agreement may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State, or Federal authorities from complying with the provision of this Master Agreement.

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The Contract sum under the terms of this Master Agreement shall not exceed \$5,000,000 on an annual basis. The County may, at its discretion, expend any portion of said amount and there shall be no guarantee that the Contractor shall receive any compensation in any given year during the term of this Master Agreement.
- 5.1.2** The Contract Sum under this Master Agreement will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Master Agreement. Contractor will provide services at the rates identified in Exhibit B (Fee Schedule).
- 5.1.3** The Department may increase the total Contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed Contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

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 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, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Master Agreement. Upon occurrence of this event, the Contractor must send written notification to the Department at the address herein provided in Paragraph 8.34, Notices, of this Master Agreement and Exhibit C (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Master Agreement

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Master Agreement.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Fee Schedule). The Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve the work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. Invoices for services must list unit costs for materials, costs for labor, brief description of services performed, and any other information necessary to calculate the payment for work. The Contractor must prepare invoices, which will include the

charges owed to the Contractor by the County under the terms of this Master Agreement. Said invoices must include all required certifications and reports as provided for in this Master Agreement. No invoice will be approved for payment unless the required subject documents identified hereinabove are included with the invoice.

- 5.5.4** The Contractor shall submit two (2) copies of each invoice and shall submit a separate invoice for each Work Order to the below listed address and via email to Dore Burry at DBurry@parks.lacounty.gov:

County of Los Angeles Department of Parks and Recreation
Attention: Capital Projects Group
1000 South Fremont Avenue Unit #40, Building A-9 West
Alhambra, California 91803

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.6 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the Master Agreement (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Master Agreement commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent

the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage Master Agreements, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Master Agreement) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Master Agreement, it will require a written amendment to this Master Agreement first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Master Agreement Analyst 60 days prior to exercising the additional option year periods identified in Paragraph 4.2.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 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/Master Agreement 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).

5.7.2 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.

5.7.3 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.

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

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit C (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Master Agreement; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby; and

6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes to any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Master Agreement; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Master Agreement. The County's Master Agreement Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit D (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit D (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Master Agreement and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

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 must notify the County within one (1) business day when staff is terminated from working under this 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 of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Master Agreement. Contractor must comply with County's request 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.

7.5.2 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.

7.5.3 These terms will also apply to subcontractors of County contractors.

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

7.6 Confidentiality

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

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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 to 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 the 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 Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

The County reserves the right to change any portion of the work required under this Master Agreement or amend such other terms and conditions that may be necessary. All such revisions shall be accomplished in the following manner:

- 8.1.1** A Change Notice must be prepared and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper maintenance of the area, and which affect the Contractor's service requirements set forth in Exhibit B (Fee Schedule), and any corresponding change in the Master Agreement Sum, not to exceed the annual Master Agreement amount.
- 8.1.2** For any change which affects the statement of work, Master Agreement term, Master Agreement sum, payments, or any term or condition included under this Master Agreement, an amendment to the Master Agreement must be prepared and executed by the Contractor and by Director or their designee.
- 8.1.3** The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment

to the Master Agreement must be prepared and executed by the Contractor and by the Director, or their designee.

- 8.1.4** The Director may, at their sole discretion, authorize extensions of time as defined in Section 4.0, Term of Master Agreement, of this Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the periods of such extensions. To implement an extension of time a “Notice to Extend” letter must be prepared and executed by the Director, or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County’s sole discretion, against the claims, which the Contractor may have against the County.

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

In the event that the County's Board 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 Master Agreements, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement will also be reduced correspondingly. The County's notice to the Contractor 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 Contractor must continue to provide all of the services set forth in this Master Agreement.

8.5 Complaints

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

8.5.1 Complaint Procedures

- Within ten (10) business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the

investigation within five (5) business days of receiving the complaint.

- 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.
- During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and will charge the Contractor, or may deduct such cost from an amount due to the Contractor from the County.
- Copies of all written responses must be sent to the County's Project Manager within (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 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.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with 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 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 to 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.

8.7 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:

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** 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.

8.8 Compliance with the County's Jury Service Program

8.8.1 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.

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- 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 fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Master Agreements or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means forty (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 ninety (90) days or less within a twelve (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 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 Master Agreement.
- If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the 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 the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- 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 the Contractor from the award of future County

Master Agreements for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 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.

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Master Agreement.

8.10 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.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 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 Skills and Training to Achieve Readiness for Tomorrow (START) 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/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

- 8.11.2** In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 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 Master Agreement. It is the County's policy to conduct business only with responsible contractors.

8.12.2 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 the 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board 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.

8.12.4 Contractor Hearing Board

- 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.
- 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.
- 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. The Board 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. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 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 poster, Exhibit E (Safely Surrendered Baby Law) 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/>.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Master Agreements 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.

8.14.2 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).

8.15 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 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.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the 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 the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 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.

8.17.2 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.

8.18 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 (Change Notices and 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.

8.19 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.

8.20 Force Majeure

8.20.1 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").

8.20.2 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 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.

8.21 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.

8.22 Independent Contractor Status

8.22.1 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.

8.22.2 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.

8.22.3 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.

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

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 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 Paragraphs 8.24 and 8.25 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.

8.24.2 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 the County not less than ten (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 sub-contractor 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 dollars (\$50,000), 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 Parks and Recreation
Attention: Contracts and Procurement Division
1000 South Fremont Avenue Unit #40, Building A-9 West
Alhambra, California 91803

- 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.

8.24.3 Additional Insured Status and Scope of Coverage

The County, 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 will 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.

8.24.4 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.

8.24.5 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.

8.24.6 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.

8.24.7 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.

8.24.8 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.

8.24.9 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.

8.24.10 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.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must 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.

8.24.12 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.

8.24.13 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.

8.24.14 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.

8.24.15 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.

8.25 Insurance Coverage

8.25.1 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:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

8.25.2 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 Contractor’s use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 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 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.

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

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

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Master Agreement that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Master

Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is three percent (3%) of the monthly maintenance amount or one hundred dollars (\$100) per day, whichever is greater, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.27 Intentionally Omitted

8.28 Nondiscrimination and Affirmative Action

8.28.1 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.

8.28.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

8.28.3 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.

8.28.4 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.

8.28.5 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.

8.28.6 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 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) 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.

8.28.8 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.

8.29 Non Exclusivity

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

8.30 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.

8.30.1 Emergency Services

The Contractor is required to provide emergency services if directed by the Governor of the State of California pursuant to an Executive Order, the Office of Emergency Services, Department of Forestry and other agencies charged with responding to emergencies throughout California arising from fire, flood, wind, and other natural and man-caused disasters.

The Contractor may be required to temporarily suspend or permanently cease work on projects due to required emergency response or emergency conditions. The parties agree that they will meet and confer when any such emergency response might cause, or actually cause a delay. The parties agree to use their meet and confer efforts to identify and implement a change to the delayed project that will incur the least expense to the Contractor. Thus, the parties will meet and confer in a good faith attempt to identify and implement the easiest, most cost effective, and least expensive change to the project, including rescheduling the project to a time after the Contractor's emergency responses obligation have concluded.

8.31 Notice of Disputes

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

8.32 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.

8.33 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 E (Safely Surrendered Baby Law) of this Master Agreement. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 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 C (County's Administration) and D (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.35 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.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (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 Proposals (RFP) 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 7921 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.

- 8.36.2** 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 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.

8.37 Publicity

- 8.37.1** 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 will 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.

- 8.37.2** 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, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** 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 of 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.
- 8.38.2** 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. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.38.4** 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 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 must 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.

8.39 Recycled Bond Paper

Consistent with the Board 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.

8.40 Subcontracting

8.40.1 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.

8.40.2 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.

8.40.3 The Contractor must indemnify, defend, 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 Contractor employees.

8.40.4 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.

8.40.5 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.

- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** 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.
- 8.40.8** 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. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles

Department of Parks and Recreation

Attention: Contracts and Procurement Division

1000 South Fremont Avenue Unit #40, Building A-9 West

Alhambra, California 91803

8.41 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 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute 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 the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1** This Master Agreement 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 will be effected by notice of termination to the 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.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- Stop work under this Master Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 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; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements 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.

8.43.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.43.1, 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.

8.43.3 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 8.43.2 if its failure to perform this Master

Agreement 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, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 Termination for Improper Consideration

8.44.1 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 the Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the 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.

8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.45 Termination for Insolvency

8.45.1 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.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.46 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 Chapter 2.160. 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.

8.47 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 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.

8.48 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.

8.49 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 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any Master 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.

8.50.2 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.

8.51 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.

8.52 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 8.51 "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 ten (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.

8.53 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 ten (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](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

The 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.

8.55 Integrated Pest Management (IPM) Program Compliance

8.55.1 The Contractor 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 8.55 can be found at: www.lacountyipm.org.

8.55.2 The Contractor 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.

8.55.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must 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.

8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor must 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 must include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported must be appropriate to the product (gallons, ounces, pounds, etc.).

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. 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.

8.57 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.

8.58 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.

8.59 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.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 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 I (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)

9.2 Local Small Business Enterprise (LSBE) Preference Program

9.2.1 This Master Agreement is subject to the provisions of the County’s ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor 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.

9.2.3 The Contractor 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.

9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, will:

- Pay to the County any difference between the Master Agreement amount and what the County’s costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification

and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.3.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.3.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.3.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.4 Organic Waste Recycling

- 9.4.1** As of January 1, 2022, all organic waste, including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.
- 9.4.2** The Contractor must not dispose of green waste material(s) in a landfill. The Contractor 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.
- 9.4.3** 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 Contractor 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 Contractor must train facility staff in managing the green waste to compost the acceptable materials.
- 9.4.4** The Contractor 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 Contractor must provide a report to the County's Project Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor must train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.

9.5 Procurement of SB 1383-Compliant Compost and Mulch

Any compost or mulch purchased by the Contractor must be SB 1383-compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383-compliant source prior to purchasing. Contractor must provide documentation showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.

9.6 Social Enterprise (SE) Preference Program

- 9.6.1** This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.6.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.6.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.6.1 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.7 Compliance with the County's Smoking Ban Ordinance

9.7.1 Smoking shall be prohibited at all facilities, except: Smoking shall be permitted by actors who may be acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official, and;

9.7.2 Smoking shall be permitted within the Premises, in designated areas, with prior approval and at the discretion of the Director, in consultation with the operation of the Facility, Exhibit H (Compliance with County's Smoking Ban Ordinance).

10.0 SURVIVAL

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Contractor Services
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Master Agreement
Paragraph 7.6	Confidentiality
Paragraph 8.1	Change Notices and Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 10.0	Survival
Paragraph 11.0	Entire Master Agreement

11.0 ENTIRE MASTER AGREEMENT

This document and the Exhibit(s) attached hereto constitute the entire Master Agreement between County and Contractor and its subcontractors, for the engagement of corpsmembers. 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 provision of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises, and covenants relating to the engagement of corpsmembers. The unenforceability, invalidity, or illegality of any provision of this Master Agreement shall not render the other provisions thereof unenforceable. Invalid or illegal. No change to this Master Agreement will be valid unless prepared pursuant to Subparagraph 8.1 Change Notices and Amendments and signed by both parties.

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

COUNTY OF LOS ANGELES
Department of Parks and Recreation

By _____

Norma E. García-González, Director

CONTRACTOR

By _____

Signature

Print Name

Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____

Senior Deputy County Counsel

STATEMENT OF WORK – EXHIBIT A

1. RECYCLING, CLEAN UP & EMERGENCY SERVICES

- a. **Park, Street/Alley Clean-up, and Sweeping Services** – litter and bulky item trash services that include pick-up, sorting, bagging, and hauling of debris to the local dump; includes street sweeping, blowing, and detailed cleaning services
- b. **River & Urban Creek Channel Trash and Debris Collection** – in-channel and on-the-banks trash picking and removal services that include bagging, staging, and hauling of debris to a local landfill; may include sorting for transport to a recycling center
- c. **Waste Collection, Disposal and Recycling** – regularly scheduled facility pick-up and/or special event planning, coordination, and production to collect a variety of recyclable waste, as well as hazardous/electronic waste, tires, paint, motor oil and other specialized, targeted waste, for collection, sorting, handling, and transportation.
- d. **Composting and Green Waste Collection** – pick-up and event planning, coordination, and production to collect "green" waste such as food scraps, grass/shrub/tree clippings, and yard mulch for composting and other uses, including sorting, handling, and transportation.
- e. **Graffiti Abatement, Sand Blasting, and Pressure Washing** – full-service graffiti abatement services that include repainting, refinishing, restoration of original materials, replacement of damaged materials, and removal (by sandblasting, water-blasting, chemicals, as appropriate); includes proactive application of anti-graffiti coatings and other measures to reduce damages
- f. **Emergency Services** – services provided to support communities during and after natural disasters such as earthquakes, floods, fires, hurricanes, slope failures, structure failures, and social unrest

2. URBAN FORESTRY & TRAILS

- a. **Tree Planting** – selecting, specifying, purchasing, and planting trees to industry standards, including staking and irrigation; includes services of a certified arborist.
- b. **Tree Maintenance, Inspection, and Removal** – full-service tree maintenance including pruning, trimming, watering, and removal (including stump grinding and removal); also includes inspections, inventory, data collection, and report preparation by a certified arborist
- c. **Weed Abatement, Fuel Reduction, Invasive Species Removal** – plant removal through manual and mechanical methods, including spot herbicide application, as necessary
- d. **Habitat Restoration & Protection** – plant removal and replanting as part of a restoration program; removal of dams that restrict natural waterways; barrier construction to reduce illegal HOV operations; erosion control and hillside/slope stabilization
- e. **Native Plant Propagation** – propagation and growing of native and climate appropriate plants, shrubs, and trees for planting at park sites
- f. **Multiuse Trail Building** – construction of hiking, equestrian and biking trails, including surveying, clearing/grubbing, earthwork, signage, drainage, and installation of minor accessory structures such as foot bridges, kiosks, benches, and drinking fountains.
- g. **Trail Maintenance and Repair** - project-based and ongoing trail maintenance such as surface and tread repair, erosion control, slope stabilization, brush clearance, tree trimming and removal, and sign repair/replacement.

3. EDUCATION & OUTREACH SERVICES

- a. **Public Environmental Education** – classes, tours, field trips, events, and programs to provide community opportunities for observation, learning, and interaction with the environment; includes hands-on field experiences, classroom activities, games, and community service
- b. **Community Engagement, Events and Support Services** – neighborhood/community canvassing, surveys, tabling, mailers, public event services and community workshops; support services such as parking management, traffic control, crowd control and temporary services such as fencing, toilets, shade canopies, stages, and signage; research and reporting for studies on environment, wildlife monitoring, and related services
- c. **Public Recreational Activities and Events** – community recreational experiences such as kayaking, hiking, swimming, biking, and sporting events; includes support services such as audio-visual equipment, public address systems, seating, and award
- d. **Energy Auditing and Retrofitting** – data collection and energy efficiency audits of public facilities to identify measures to make a facility more energy efficient and carbon neutral

4. REPAIRS, REFURBISHMENT & MAINTENANCE

- a. **Walking Path Installation & Repair** – flat paving work, sidewalks, curbs, stairs, and ramps using a variety of materials including concrete, unit pavers, turf-pavers, decomposed granite, compacted/stabilized earth, asphalt, and stone aggregate
- b. **Parking Lot, Street, and Drainage Infrastructure Repair & Maintenance**– parking area and internal roadway paving and drainage work such as cutting, demolition/ removal, crack filling, sealcoating and repaving work in asphalt, concrete, and pavers; includes related curb/gutter, tree well, landscaping, irrigation, bioswale, drainage infrastructure, riprap, swales, and drywells
- c. **Irrigation Systems** – all elements of an irrigation system including point of connection, water meter, backflow preventers, booster pumps, controllers, gate valves, remote control valves, quick couplers, pressure and non-pressure PVC pipes, drip and micro-spray irrigation elements, tree bubbler systems, and spray/rotor sprinkler assemblies
- d. **Park Amenities & Security** – purchase and installation of park amenities and accessories such as furniture, waste receptacles, seating, decks, fencing, play equipment, exercise equipment, play and exercise resilient surfacing, signs, drinking fountains, cooling/misting stations, and security measures such as cameras, lighting, gates, access control, and alarms
- e. **Retaining Walls** – excavation/earthwork, formwork, reinforcing, and installation of walls less than four feet in height; materials may include concrete masonry, interlocking mortarless units, boulders (gabion walls), and other materials for hardscape and erosion control.
- f. **Accessibility Repairs/Improvements** – work to comply with the Americans with Disabilities Act (ADA) and improve accessibility through universal design measures; includes paving, ramps, signage, restroom repairs/renovation, and minor plumbing and electrical work
- g. **Community Garden Development**– planning, landscaping, hardscape, fencing, signage, irrigation, water conservation measures, and utility infrastructure for developing garden beds for community use; includes program development, promotion, education, and operations
- h. **Prefabricated/Manufactured Products** – specifying and installing prefabricated and manufactured products, systems, and structures such as precast concrete, modular metal structures, and solar energy systems; includes related utility and site preparation work
- i. **Demolition and Make-ready Work** – work to prepare site for future work, including survey, fencing, demolition, clearing, grubbing, utility removal/capping, tree removal, dust control, SWPP and drainage practices, sorting, hauling/disposal of materials, and recycling

Exhibit B
Adjusted Conservation Corps Fee Schedule

Service	Labor Costs	Notes
General (all inclusive) Crew Labor Rate	\$47.19 Per Labor Hour	Labor rate includes all necessary insurance, crew supervision, project coordination, crew transportation, hand tools, and management costs associated with the project for a minimum crew size of 5 corpsmembers and 1 supervisor. Labor rate does not include necessary materials, approved equipment rentals, or disposal costs. Projects generally worked at this rate include park and street cleanup and debris removal, illegal dumping collection and disposal, community engagement, public education, and outreach assistance, event staffing, installing trees and plants (including moving material from truck or staging site to planting site, excavation of hole, placing plant in hole, backfilling and compaction), weed removal, vegetation maintenance, trail maintenance work, fire fuel reduction, brush clearance, general landscape maintenance, light demolition, habitat restoration, and similar.
Per Unit Cost for Tree Planting	Labor Costs	Notes
48" Box Open Space Trees	\$1,262.49 Labor Cost Per Tree	Tree & native planting costs include all labor, supervision, coordination, surveying, canvassing, permit procurement, transportation, tools, insurance, administrative costs associated with the project. The rate does not include materials (trees, stakes, plants, etc.) or equipment, and does not include root barriers, gravel, perforated pipe, other non-standard planting materials, or the labor to install such materials. All trees planted in accordance with ISA standards. Minimum 50 trees within a 2-mile radius of one another
36" Box Open Space Trees	\$427.47 Labor Cost Per Tree	
24" Box Open Space Trees	\$264.68 Labor Cost Per Tree	
15-Gallon Open Space Trees	\$181.12 Labor Cost Per Tree	
24" Box Street Trees	\$452.94 Labor Cost Per Tree	
15-Gallon Street Trees	\$227.02 Labor Cost Per Tree	
5-Gallon Plants	\$17.99 Labor Cost Per Tree	
1-Gallon Plants	\$11.99 Labor Cost Per Tree	
Watering and Maintenance	\$15.52 Per Visit	
Concrete Cutting	\$34.00 Per SF	Cost is inclusive of labor, equipment, concrete disposal, as well as storm water capture and disposal
Materials Procurement, Dumping Fees, Approved Equipment Rentals, And Other Expenses Required By SOW	Full Reimbursement Plus Additional Fee of 10%	
Subcontracting	Full Reimbursement Plus Federally Approved Indirect Cost Rate	Tasks requiring a subcontractor must be approved by County prior to issuing a Notice to Proceed.
Other services, including construction, irrigation installation, tree trimming, tree removal, stump grinding, and other project types not listed above may be calculated on a per project basis.		

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S CONTRACT ANALYST:

Name: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

COUNTY'S PROJECT MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

Intentionally Omitted

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

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

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited.

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: _____ Date: _____

Printed Name: _____ Title: _____



Contribution and Agent Declaration Form

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.



Contribution and Agent Declaration Form

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

 - b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

 - c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
-

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.
 - a) Parent(s):

 - b) Subsidiaries:

 - c) Related Business Entities:

- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.



Contribution and Agent Declaration Form

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.



Contribution and Agent Declaration Form

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after



Contribution and Agent Declaration Form

the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

INDIVIDUAL BIDDERS OR APPLICANTS

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/26/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Parks and Recreation	
SUBJECT	APPROVAL OF PARK MAINTENANCE, MOWING, AND LANDSCAPE MAINTENANCE SERVICES CONTRACTS FOR VARIOUS COUNTY FACILITIES	
PROGRAM	Prop A services for park maintenance, mowing, and landscape maintenance services.	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Four of the five contracts will expire on November 30, 2024, and new contracts need to be in place prior to December 1, 2024.	
COST & FUNDING (REVENUE TO THE COUNTY)	Total Annual Revenue: \$1,339,995	Funding source: Fiscal Year 24-25 Operating Budget
	TERMS (if applicable): Three years, with two one-year renewal options, and an additional six month-to-month extension.	
PURPOSE OF REQUEST	Approval of the recommended actions will delegate authority to the Director of Parks and Recreation, or her designee, to award five contracts for park maintenance, mowing, and landscape maintenance services for various County facilities within the County of Los Angeles.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On November 29, 2023, the Department released an RFP for Park Maintenance, Mowing and Landscape Maintenance Services at Various County Facilities. The RFP was advertised in the <u>Los Angeles Daily News</u> Newspaper. A notice was also posted on the County's "Doing Business with Us" website, including a link to download the RFP package and bilingual instructions on how to contact the Department regarding this RFP.</p> <p>On December 13, 2023, a Mandatory Virtual Proposer's Conference was held and attended by ten vendors. Mandatory site visits were conducted as follows: Altadena Area Parks was conducted on December 14, 2023, and four vendors participated; the Los Angeles County Arboretum and Botanic Garden was conducted on December 18, 2023, and four vendors participated; Bonelli Regional Park was conducted on December 18, 2023, and six vendors participated; La Puente Area Parks was conducted on December 19, 2023, and four vendors participated; and Los Angeles Area Parks was conducted on December 20, 2023, and five vendors participated.</p>	

	<p>The Department received a total of nine proposals from three proposers in response to the RFP. Each proposal was reviewed by the Department's Contracts Division staff to ensure compliance with the mandatory minimum requirements outlined in the RFP. The proposals were evaluated by two Evaluation Committees (Committees) comprised of three Department employees. The proposals were also reviewed and evaluated for cost-effectiveness and were compared to the lowest cost received and awarded points based on the comparison. Each proposal was evaluated based on a weighted evaluation of: (1) cost, 25%; (2) experience and organizational resources, 20%; (3) approach to contract requirements, 20%; (4) quality control plan, 20%; and (5) Living Wage Compliance, 15%.</p> <p>Upon review and evaluation of the proposals submitted for the Altadena Area Parks, Los Angeles County Arboretum and Botanic Garden, Frank G. Bonelli Regional Park, La Puente Area Parks, and Los Angeles Area Parks, which are the five contracts being recommended for award under this Board Letter, the Committees determined that the recommended Contractors were the most responsive and responsible proposers for the respective facility, ranking their proposals as the highest of the proposals evaluated. Each Contractor received the highest aggregate scores in the categories evaluated by the Committees, outperforming the other proposers.</p> <p>The Department received three requests for debriefings from the non-selected proposers and there were not any protests resulting from this solicitation.</p> <p>It should be noted that upon final analysis and award, each Contractor was selected without regard to gender, race, creed, or color.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Ruben Lopez, Chief of Contracts and Procurement Division 626-588-5300 rlopez@parks.lacounty.gov A'lana White, Contracts Section Head 626-588-5260 awhite2@parks.lacounty.gov



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

November 26, 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 PARK MAINTENANCE, MOWING, AND LANDSCAPE
MAINTENANCE SERVICES CONTRACTS
FOR VARIOUS COUNTY FACILITIES
(SUPERVISORIAL DISTRICTS 1, 2, AND 5) (3 VOTES)**

SUBJECT

Approval of the recommended actions will delegate authority to the Director of Parks and Recreation, or her designee, to award five contracts for park maintenance, mowing, and landscape maintenance services for various County facilities within the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Find that the park maintenance, mowing, and landscape maintenance services can be performed more economically by independent contractors than by County employees.
3. Approve and instruct the Chair to execute five contracts for park maintenance, mowing, and/or landscape maintenance services for a term of three years, with two one-year renewal options and an additional six month-to-month extension, if needed, for a total term of five years and six months, with Parkwood Landscape Maintenance, Inc. for park maintenance services at Altadena Area Parks at an annual cost not to exceed \$368,627, and a total contract maximum amount of \$2,027,449; with Parkwood Landscape Maintenance, Inc. for park maintenance services at La Puente Area Parks at an annual cost not to exceed \$583,188, and a total contract maximum amount of \$3,207,534; with Mariposa Landscapes, Inc.

HOA.104874846.1

for mowing services at Frank G. Bonelli Regional Park at an annual cost not to exceed \$67,488, and a total contract maximum amount of \$371,184; with Mariposa Landscapes, Inc. for mowing services at Los Angeles Area Parks at an annual cost not to exceed \$48,456, and a total contract maximum amount of \$266,507; and with Mariposa Landscapes, Inc. for landscape maintenance services at the Los Angeles County Arboretum and Botanic Garden at an annual cost not to exceed \$265,380, and a total contract maximum amount of \$1,459,590. The total maximum amount for each contract is for the potential total term of 66 months and is inclusive of ten percent increases annually for unforeseen services.

4. Delegate authority to the Director of Parks and Recreation, or her designee, to exercise two additional one-year contract renewal options for each Contract, if, in her opinion, the Contractors have effectively performed the services during the previous contract period and the services are still required; and, if needed, an additional six month-to-month extension for each Contract; and to approve and execute change notices and amendments to incorporate necessary changes within the statement of work; and to assign rights or delegation of duties should the contracting entities merge, be acquired, or otherwise change entities; and to suspend or terminate any Contract if, in the opinion of the Director of Parks and Recreation, or her designee, it is in the best interest of the County of Los Angeles to do so.
5. Delegate authority to the Director of Parks and Recreation, or her designee, to increase the Contract sum for each Contract by up to ten percent in any year, including any renewal option period, for any additional or unforeseen services within the scope of each Contract.
6. Delegate authority to the Director of Parks and Recreation, or her designee, to adjust the annual Contracts sum for each option year to allow for an annual Cost of Living Adjustment in accordance with County policy and the terms of these contracts.
7. Delegate authority to the Director of Parks and Recreation, or her designee, to decrease the Contract amount for each Contract in any year, including any renewal option period, as necessary to reflect required modifications in services and/or budget reductions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the park maintenance, mowing, and landscape maintenance services contracts (Contracts) (Attachments I-V) will enable the Department of Parks and Recreation (Department) to continue to maintain the various County Facilities (Facilities) using the services of private contractors. Quality park maintenance, mowing, and landscape services ensure that parks, baseball fields, community centers, and other

public areas are safe, clean, and available for visitor use and are maintained to standardized conditions in a cost-effective manner. Since 1984, the Department has contracted park maintenance, mowing, and landscape maintenance services to private companies, due to the cost savings it provides to the Department, as opposed to utilizing Department employees to complete these same services.

The commencement date for each Contract is indicated in the Award Schedule and Maximum Potential Contract Costs (Attachment VI). Four of the current Contracts will expire on November 30, 2024, prior to the December 1, 2024, commencement date of the new Contracts. The Contract for the Los Angeles Area Parks will expire January 31, 2025, and the new Contract will commence on February 1, 2025.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed Contracts will promote and further the County of Los Angeles (County) approved Strategic Plan Goals to Foster Vibrant and Resilient Communities, by sustaining and supporting thriving ecosystems, habitats, and biodiversity (North Star 2.D.iii); by supporting environmental justice for communities to have access to clean air, soil, and water that have long endured industrial contamination (North Star 2.D.iv); and by encouraging community participation to create public spaces that are welcoming and accessible to all residents (North Star 2.F.ii).

FISCAL IMPACT/FINANCING

The costs for each year and the potential maximum Contract costs for each recommended Contract are identified in Attachment VI, Award Schedule, and Potential Maximum Contract Costs.

The Department's Proposition A cost analysis indicates that the services under the recommended Contracts can be performed more economically by the private sector than by County employees. The total County costs to provide park maintenance, mowing, and landscape maintenance services at the Facilities by County employees is \$2,670,134 annually. The recommended Contractors direct cost to perform similar services is \$1,333,139 annually, an annual savings of \$1,336,995 (Attachment VII, Proposition A Cost-Effectiveness Summary).

The Department will not request that the Contractor perform services that will exceed the approved maximum Contract sum, which may include the ten percent contingency fee or Cost of Living Adjustment (COLA) increase, without the prior approval of the Board of Supervisors (Board).

OPERATING BUDGET IMPACT

The recommended Contract costs will increase the current annual base costs by \$295,623, from \$1,037,516 to \$1,333,139. Due to the varying expiration dates of the existing Contracts in Fiscal Year (FY) 2024-25, the total increase for the five Contracts for FY 2024-25 is \$174,350 (Attachment VIII, Recommended Contract Costs).

The Chief Executive Office (CEO) instructed the Department to utilize existing one-time resources in its FY 2024-25 Operating Budget for the prorated cost increase of \$174,350 in FY 2024-25. This may require approval of an action budget adjustment. The Department will submit a funding request to the CEO for the ongoing annual cost increases of \$295,623 in the FY 2025-26 Recommended Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 23, 2023, the Department released a Request for Proposals (RFP) for park maintenance, mowing, and landscape maintenance services at the following facilities: Altadena Area Parks, Los Angeles County Arboretum and Botanic Garden, Frank G. Bonelli Regional Park, La Puente Area Parks, and Los Angeles Area Parks. Based on the results of the RFP, the Department is requesting award of Contracts as follows:

- Parkwood Landscape Maintenance, Inc. for park maintenance services at Altadena Area Parks;
- Mariposa Landscapes, Inc. for mowing services at Frank G. Bonelli Regional Park;
- Parkwood Landscape Maintenance, Inc. for park maintenance services at La Puente Area Parks;
- Mariposa Landscapes, Inc. for landscape maintenance services at Los Angeles County Arboretum and Botanic Garden; and
- Mariposa Landscapes, Inc. for mowing services at Los Angeles Area Parks.

The recommended Contract term for each of the Contracts is three years, with two one-year extension options and, if needed, an additional six month-to-month extension that may be exercised at the discretion of the Director of Parks and Recreation (Director), or her designee. There is no impact to current County employees, no layoffs or reductions in County workforce, or other adverse impacts on employee relations from the award of each of the Contracts, as the work of these Contracts are presently contracted out.

In accordance with County policy, the Contract contains a COLA provision, based on an annual rate, as determined by the CEO, whereby the Director, at her sole discretion, may increase the Contractor's compensation during the option years. The COLA rate is capped at the lesser of the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the 12-month period preceding the Contract anniversary date; or the general salary movement percentage for County employees for the 12-month period preceding the prior July 1st.

The decision to include the COLA is based on the Department's experience, that the Contractor may incur an increase in costs, such as insurance premiums, fuel, etc., during the option years, which could impact its performance. As a result, this provision allows the Director to review cost information, during the option years, to determine if the COLA is justified, subject to approval by the CEO. The Department will comply with the Board

policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the Contractor can show that its labor cost will increase.

The Department's Proposition A cost analysis, using a methodology approved by the Auditor-Controller, calculated that it is more cost-effective to contract the park maintenance, mowing, and landscape maintenance services to independent contractors who can perform the services more economically than County employees (Attachment VII, Proposition A Cost-Effectiveness Summary).

Pursuant to the Living Wage Ordinance requirements, a request for information regarding labor violations was sent to the State of California Division of Labor Standards Enforcement (DLSE) to review and assess any history of labor law violations. There were no DLSE findings of any Labor Law/Payroll violations by any of the Contractors.

The Department has evaluated and determined that each recommended Contractor fully complies with the requirements of the Living Wage Program, County Code Chapter 2.201, and have agreed to pay all employees providing these County services a living wage. In addition, the award of each Contract fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380.

Award of the Contracts will not impair the County's ability to respond to emergencies or infringe upon the proper role of the County in its relationship to its citizens. No confidential information is involved in the performance of the Contracts; thus, award of the Contracts will not result in the unauthorized disclosure of confidential information. Alternative services are available in the event of a default by any of the Contractors; therefore, services will not be interrupted.

The Contracts contain, and the Contractors have agreed to, the County's standard provisions, including consideration of hiring Gain/Start participants, the Jury Service Program, the Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment Practices, and the County Policy of Equity. The Contracts are also in compliance with all Board, CEO, and County Counsel requirements. The CEO's Risk Management Office has approved the insurance coverage, indemnification and liability provisions included in the Contracts.

The Contracts have been approved as to form by County Counsel.

On July 16, 2019, the Board adopted a motion to reduce the County's reliance on Proposition A contracts. The July 16, 2019, motion instructed the CEO to report back on the following:

- Survey departments to develop a prioritized listing of potential classifications that could be contracted in-house;
- Develop a five-year phase-in plan for bringing those positions in-house; and
- Develop a multi-year funding strategy to address any incremental cost increases associated with bringing in previously-contracted-out positions.

Approval of the Contracts will enable the Department to continue receiving park maintenance, mowing, and landscape maintenance services while the CEO's study is being conducted.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b)(5) of the State CEQA Guidelines. The proposed action to approve the park maintenance, mowing, and landscape maintenance services contracts is an organizational or administrative activity of government, which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

On November 29, 2023, the Department released an RFP for Park Maintenance, Mowing and Landscape Maintenance Services at Various County Facilities. The RFP was advertised in the Los Angeles Daily News Newspaper. A notice was also posted on the County's "Doing Business with Us" website, including a link to download the RFP package and bilingual instructions on how to contact the Department regarding this RFP.

On December 13, 2023, a Mandatory Virtual Proposer's Conference was held and attended by ten vendors. Mandatory site visits were conducted as follows: Altadena Area Parks was conducted on December 14, 2023, and four vendors participated; the Los Angeles County Arboretum and Botanic Garden was conducted on December 18, 2023, and four vendors participated; Bonelli Regional Park was conducted on December 18, 2023, and six vendors participated; La Puente Area Parks was conducted on December 19, 2023, and four vendors participated; and Los Angeles Area Parks was conducted on December 20, 2023, and five vendors participated.

The Department received a total of nine proposals from three proposers in response to the RFP. Each proposal was reviewed by the Department's Contracts Division staff to ensure compliance with the mandatory minimum requirements outlined in the RFP. The proposals were evaluated by two Evaluation Committees (Committees) comprised of three Department employees. The proposals were also reviewed and evaluated for cost-effectiveness and were compared to the lowest cost received and awarded points based on the comparison. Each proposal was evaluated based on a weighted evaluation of: (1) cost, 25%; (2) experience and organizational resources, 20%; (3) approach to contract requirements, 20%; (4) quality control plan, 20%; and (5) Living Wage Compliance, 15%.

Upon review and evaluation of the proposals submitted for the Altadena Area Parks, Los Angeles County Arboretum and Botanic Garden, Frank G. Bonelli Regional Park, La Puente Area Parks, and Los Angeles Area Parks, which are the five contracts being recommended for award under this Board Letter, the Committees determined that the

recommended Contractors were the most responsive and responsible proposers for the respective facility, ranking their proposals as the highest of the proposals evaluated. Each Contractor received the highest aggregate scores in the categories evaluated by the Committees, outperforming the other proposers.

The Department received three requests for debriefings from the non-selected proposers and there were not any protests resulting from this solicitation.

It should be noted that upon final analysis and award, each Contractor was selected without regard to gender, race, creed, or color, (Attachment IX, Recommended Contractors' Community Business Enterprise).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current public services.

CONCLUSION

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

Should you have any questions please contact: Mr. Humberto Chairez at (626) 588-5253 or via email at hchairez@parks.lacounty.gov, or Ms. A'lana White at (626) 588-5260 or via email at awhite2@parks.lacounty.gov, or Ms. Johanna Hernandez at (626) 588-5370 or via email at bjl@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ
Director

NEGG:AB:MR
RL:AW:HC:rc

Enclosures (9)

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

ATTACHMENT

October 23, 2024

**APPROVAL OF PARK MAINTENANCE, MOWING, AND LANDSCAPE
MAINTENANCE SERVICES CONTRACTS
FOR VARIOUS COUNTY FACILITIES
(SUPERVISORIAL DISTRICTS 1, 2, AND 5) (3 VOTES)**

This Board letter has a large attachment.
Click on link to access:

[10.23.24 - Item 2L - PK -RFP Park Maintenance.pdf](#)

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/26/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Paratransit Program Funding for Fiscal Year (FY) 2024-25	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$3,761,800	Funding source: Transit Operations Fund (CP6-Services & Supplies) FY 2024-25 Budget
	TERMS (if applicable):	
	Explanation: The estimated costs for the continuation of paratransit services, including six ongoing agreements and six new agreements to replace agreements that will be expiring is \$3,761,800 for FY 2024-25. Sufficient funding will be available in each Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund FY 2024-25 Budget.	
PURPOSE OF REQUEST	Public works is seeking Board approval for negotiating, funding, and executing agreements and amendments with the cities and nonprofit transit providers, as needed, for the continuation of current paratransit services for residents of the unincorporated County areas for FY 2024-25.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> • Since FY 1983-84 the County has participated in joint paratransit services with cities and other governmental agencies to provide transit services to unincorporated County patrons. The County also contracts with private (for profit or nonprofit) service providers for larger service areas to meet the transit needs of the community. • The Board has annually approved funding for the County's jurisdictional share of paratransit services since FY 1983-84. • Public Works has evaluated the need for continuing paratransit program and finds that these services provide essential transportation options for seniors and people with disabilities in the unincorporated County areas. 	

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Paratransit Program provides transportation options for seniors and people with disabilities to attend medical appointments and to provide for their selfcare needs.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability by maintaining public transit service and making a more livable community.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, <u>sburger@pw.lacounty.gov</u>



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

November 26, 2024

IN REPLY PLEASE

REFER TO FILE: **TPP-5**

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
COUNTY PARATRANSIT PROGRAM
FUNDING FOR FISCAL YEAR 2024-25
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval for funding of the Paratransit Program for Fiscal Year 2024-25 and to authorize Public Works to negotiate and execute agreements to provide paratransit services for eligible patrons in the unincorporated Los Angeles County areas.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the continuation of paratransit services for eligible patrons in the unincorporated areas of Los Angeles County for Fiscal Year 2024-25 at an estimated cost of \$3,761,800.
3. Authorize the Director of Public Works or his designee to negotiate and execute six agreements for the Los Angeles County's share of the following paratransit services: Alondra Park/Del Aire Paratransit Service provided by the City of Gardena for a maximum contract amount of \$170,000 for a 2-year term; Azusa/Glendora Paratransit Service provided by the City of Azusa for a maximum contract amount of \$568,000 for a 4-year term; East San Gabriel/Altadena Paratransit Service provided by the City of Pasadena

for a maximum contract amount of \$930,000 for a 3-year term; La Crescenta/Montrose Paratransit Service provided by the City of Glendale for a maximum contract amount of \$110,000 for a 1-year term; Los Angeles City Islands Paratransit Service provided by the City of Los Angeles for a maximum contract amount of \$753,000 for a 3-year term; and the Rancho Research Institute Paratransit Service provided by the Rancho Research Institute for a maximum contract amount of \$754,000 for a 2-year term.

4. Authorize the Director of Public Works or his designee to increase the amount of compensation for the paratransit services agreements up to an additional 10 percent of the annual maximum sum for unforeseen additional work within the scope of the agreements, if required.
5. Authorize the Director of Public Works or his designee to approve and execute amendments to the paratransit services agreements to incorporate necessary changes within the scope of work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the Los Angeles County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve funding and authorize agreements necessary for the continuation of the County's Paratransit Program. Eligible patrons throughout the unincorporated County communities will benefit from these paratransit services.

Paratransit refers to dial-a-ride. The dial-a-ride is a curb-to-curb demand response transit service typically available to elderly and persons with disabilities, but in some areas, it may also be available to the general public.

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the continuation of paratransit services for eligible patrons of the unincorporated County areas for all Supervisorial Districts with an estimated cost of \$3,761,800 for Fiscal Year (FY) 2024-25. This includes six ongoing agreements and six new agreements to replace agreements that will be expiring.

On January 4, 1983, the Board directed that funds for paratransit services should be provided from each Supervisorial District's allocation of the County's Proposition A Local Return Transit Program at the discretion of each Supervisor. In FY 1983-84 and in subsequent fiscal years, the Board annually approved paratransit services providing transportation opportunities for eligible patrons in the unincorporated County areas.

The six new agreements are for the following paratransit services: Alondra Park/Del Aire Paratransit Service provided by the City of Gardena for a maximum contract amount of \$170,000 for a 2-year term; Azusa/Glendora Paratransit Service provided by the City of Azusa for a maximum contract amount of \$568,000 for a 4-year term; East San Gabriel/Altadena Paratransit Service provided by the City of Pasadena for a maximum contract amount of \$930,000 for a 3-year term; La Crescenta/Montrose Paratransit Service provided by the City of Glendale for a maximum contract amount of \$110,000 for a 1-year term; Los Angeles City Islands Paratransit Service provided by the City of Los Angeles for a maximum contract amount of \$753,000 for a 3-year term; and the Rancho Research Institute Paratransit Service provided by the Rancho Research Institute for a maximum contract amount of \$754,000 for a 2-year term. The FY 2024-25 cost for the new agreements is \$1,275,000. Six additional paratransit services will continue to operate for a total cost of \$2,486,800 for FY 2024-25. These services with existing agreements include: Agoura Hills Paratransit Service, East Los Angeles Paratransit Service, Ladera Heights/Windsor Hills Paratransit Service, Mid-San Gabriel Paratransit Service, Whittier et al., Paratransit Service, and the Willowbrook et al., Paratransit Service.

The enclosed list provides the details of the services and each Supervisorial District's FY 2024-25 budget amounts.

The paratransit services for eligible patrons of the unincorporated County areas are provided primarily through participation in joint paratransit services with cities and other governmental agencies adjacent to unincorporated County areas and through contracts the County enters into with private (for profit or nonprofit) transportation service providers.

Participation in joint paratransit services benefits the County by lowering service costs due to economies of scale, improving service to residents as a result of service coordination, and qualifying for subsidies provided through grants when available from the Metro Proposition A Discretionary Incentive Grant Program. The Proposition A Discretionary Incentive Grant Program provides financial assistance to agencies that coordinate paratransit services across jurisdictional boundaries.

The County's share of the cost of the service is normally proportionately based on the number of unincorporated County residents who use the service, or the miles, or hours operated in unincorporated County areas.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health,

by supporting multimodal transportation investments that improves safety and mobility, reduces traffic congestion, and reduces greenhouse gas emissions.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of FY 2024-25 program is estimated to be \$3,761,800, plus 10 percent of the annual agreement sum for unforeseen additional work within the scope of the agreement. The only costs authorized by this action are FY 2024-25 program costs incurred under these agreements.

Sufficient funding is available in each Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund (CP6 - Services & Supplies) FY 2024-25 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The six new agreements will be approved as to form by County Counsel prior to execution.

The program contains agreements for 1-year or multiple-year terms.

Each new or current agreement includes a 30-day, no-fault clause for termination.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The institution or increase of passenger services on highway rights-of-way already in use is exempt from CEQA pursuant to Section 21080(b)(10) of the California Public Resources Code.

CONTRACTING PROCESS

Cities and other governmental agencies that partner with the County and contract with private transportation service providers use a competitive selection and procurement process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action provides for continuation of the current services. The approval of this action will not result in the displacement of any County employees.

The Honorable Board of Supervisors
November 26, 2024
Page 5

CONCLUSION

Please return one adopted copy of this letter to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MER:yr

Enclosure

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

**ALL SUPERVISORIAL DISTRICTS
PARATRANSIT SERVICES
FISCAL YEAR 2024-25**

SERVICE AGREEMENTS (NEWLY NEGOTIATED)	PROVIDER	TERM	TOTAL	AGREEMENT EXPIRATION	2024-25 BUDGET AMOUNT ¹					
					FIRST	SECOND	THIRD	FOURTH	FIFTH	TOTAL
Alondra Park/Del Aire	City of Gardena ³	2-year	\$170,000	06/30/26		\$85,000				\$85,000
Azusa/Glendora	City of Azusa ³	4-year	\$568,000	06/30/28	\$128,000				\$14,000	\$142,000
East San Gabriel/Altadena	City of Pasadena ³	3-year	\$930,000	06/30/27					\$310,000	\$310,000
La Crescenta/Montrose	City of Glendale ³	1-year	\$110,000	06/30/25					\$110,000	\$110,000
Los Angeles City Islands	City of Los Angeles' Cityride ³	3-year	\$753,000	06/30/27		\$195,800	\$47,700		\$7,500	\$251,000
Rancho Research Institute	Rancho Research Institute ³	2-year	\$754,000	06/30/26	\$79,200	\$147,000	\$15,100	\$120,600	\$15,100	\$377,000
				SUBTOTAL	\$207,200	\$427,800	\$62,800	\$120,600	\$456,600	\$1,275,000
SERVICE AGREEMENTS (EXECUTED IN PRIOR YEARS)	PROVIDER	MULTIPLE-YEAR AGREEMENT ²		AGREEMENT EXPIRATION	2024-25 BUDGET AMOUNT ¹					
		TERMS	TOTAL		FIRST	SECOND	THIRD	FOURTH	FIFTH	TOTAL
Agoura Hills	City of Agoura Hills ³	3-year	\$360,000	06/30/26			\$120,000			\$120,000
East Los Angeles	Empire Transportation ⁴	6 months + 5 (1-year) options	\$3,580,877	06/30/28	\$645,000					\$645,000
Ladera Heights/Windsor Hills	City of Culver City ³	3-year	\$54,000	06/30/26		\$18,000				\$18,000
Mid-San Gabriel	City of Monrovia ³	4-year	\$900,000	06/30/25					\$225,000	\$225,000
Whittier, et al.	Empire Transportation ⁴	6 months + 5 (1-year) options	\$6,062,093	06/30/28	\$753,000			\$305,800	\$33,000	\$1,091,800
Willowbrook, et al.	MV Transportation, Inc. ⁴	6 months + 5 (1-year) options	\$2,200,781	06/30/28		\$352,000		\$35,000		\$387,000
				SUBTOTAL	\$1,398,000	\$370,000	\$120,000	\$340,800	\$258,000	\$2,486,800
				GRAND TOTAL	\$1,605,200	\$797,800	\$182,800	\$461,400	\$714,600	\$3,761,800

- NOTE: (1) This action only approves the Fiscal Year 2024-25 budget amounts
(2) For information only
(3) City, Joint Powers Authority, or Governmental Agency
(4) Private Transit Service Provider

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/26/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Resolution of Intention and Introduction of an Ordinance to Grant a Countywide Gas Pipeline Franchise to Southern California Gas Company and Approval of the Graffiti Abatement and Coordination Agreement	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The franchise and the Graffiti Abatement and Coordination Agreement expired on December 31, 2023, and the goal is to approve the new franchise and agreement before the end of 2024.	
COST & FUNDING	Total cost: \$10,000	Funding source: County General Fund
	TERMS (if applicable):	
	Explanation: Southern California Gas Company (SCG) will pay the County an initial granting fee of \$10,000 and a 5-year term limit waiver fee of \$5,000,000 within 30 days of adoption of the ordinance. The franchise provides that the County will use the \$5,000,000 waiver fee to create a Climate Equity Fund. SCG will also pay an annual franchise fee of 2 percent of SCG's gross annual receipts arising from the use, operation, or possession of the franchise, but not less than 1 percent of the gross annual receipts from the sale of gas in the service areas of the County and a 1 percent municipal public lands-use surcharge pursuant to Chapter 2.5, Division 3, the California Public Utilities Code. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.	
	For the 2023 calendar year, SCG reported and paid the County a total annual franchise fee of \$2,650,766.46 and a surcharge of \$229,821.60, which were both deposited into the County General Fund-Nondepartmental Revenue.	
PURPOSE OF REQUEST	SCG requires this franchise in order to continue providing utility service to County residents. The agreement will allow SCG's continued implementation of a program for graffiti abatement within the County's public right of way.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On June 6, 2023, the Board approved Amendment No. 7 to the Graffiti Abatement and Coordination Agreement, and on June 27, 2023, the Board adopted Ordinance No. 2023-0031F granting a 6-month Countywide gas pipeline franchise to SCG, both of which expired on December 31, 2023. If approved, the franchise and the agreement will both have an initial term of 10 years and, subject to renewal, a renewal term of 10 years for a total term of up to 20 years.	

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: Priority No. 7: Sustainability–The revenues received from this franchise will help promote fiscal responsibility while providing continuous gas and utility services to County residents and funding climate equity programs.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Ramirez, Deputy Director, (626) 458-4008, luramire@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

November 26, 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
RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE
TO GRANT A COUNTYWIDE GAS PIPELINE FRANCHISE
TO SOUTHERN CALIFORNIA GAS COMPANY AND
APPROVE THE GRAFFITI ABATEMENT AND COORDINATION AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to grant a Countywide gas pipeline franchise to Southern California Gas Company and approve the Graffiti Abatement and Coordination Agreement. If approved, the franchise and the Graffiti Abatement and Coordination Agreement will both have an initial term of 10 years and, subject to renewal, a renewal term of 10 years for a total term of up to 20 years.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the Resolution of Intention to grant a Countywide gas pipeline franchise to Southern California Gas Company for an initial term of 10 years and, subject to renewal, a renewal term of 10 years for a total term of up to 20 years; set the matter for a public hearing on December 10, 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.

3. Approve and delegate authority to the Director of Public Works or his designee to execute the Graffiti Abatement and Coordination Agreement between Southern California Gas Company and the County of Los Angeles.

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

Introduce, waive reading, and set for adoption the proposed ordinance to grant a Countywide gas pipeline franchise to Southern California Gas Company.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the Board of Supervisors to approve the enclosed Resolution of Intention (Enclosure A); schedule a public hearing; publish a Notice of Public Hearing, as needed, to adopt the enclosed ordinance (Enclosure B) to grant a Countywide gas pipeline franchise to Southern California Gas Company (SCG); and delegate authority to the Director of Public Works to execute the Graffiti Abatement and Coordination Agreement between SCG and the County of Los Angeles.

On June 6, 2023, the Board approved Amendment No. 7 to the Graffiti Abatement and Coordination Agreement, and on June 27, 2023, the Board adopted Ordinance No. 2023-0031F granting a 6-month Countywide gas pipeline franchise to SCG, both of which expired on December 31, 2023. Adopting the ordinance will allow SCG's continued use of the County's public right of way and will obligate SCG to comply with the terms of the franchise. The agreement will allow SCG's continued implementation of a program for graffiti abatement within the County's public right of way.

This franchise incorporates the applicable terms of the November 2021 Board Motion entitled "Modernized and Updated Terms for Pipeline Franchise Agreements." This included increasing the insurance and bonding requirements and increasing the granting fee.

In addition, as consideration for a provision in the franchise whereby the Board waives the County's standard 5-year term limit on certain types of franchises, SCG will pay the County a stakeholder-funded \$5,000,000 waiver fee. The franchise provides that the

County will use the \$5,000,000 waiver fee to create a Climate Equity Fund. The initial term of the franchise is 10 years and, subject to renewal, a renewal term of 10 years for a total term of up to 20 years. No later than July 1, 2034, the Director of Public Works will report to the Board with a recommendation for continuation or termination of the franchise. The report shall include, but is not limited to, presenting a County customer analysis (number, types, and forecast of future energy needs), the effects of any newly implemented applicable policies, SCG's progress toward its 2045 decarbonization goals, the franchise compliance reports, and any franchise compliance or other relevant issues.

Upon consideration of Public Works' report, the Board may cancel the renewal term. Unless the Board cancels the renewal, the renewal term will be exercised automatically.

The franchise ordinance will also contain a representation by SCG that to its knowledge every pipeline within its system is either in active use or has been abandoned or deactivated pursuant to applicable Federal law regulating pipeline safety.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant Communities, Focus Area Goal D, Sustainability, Strategy 2.D.ii., Green Economy, and North Star 3, Focus Area Goal G, Internal Controls and Processes, Strategy 3.G.ii., Manage and Maximize County Assets, by holding SCG accountable to reduce greenhouse gas emissions and revenues received from this franchise will help promote fiscal responsibility while providing continuous gas and utility services to County residents.

FISCAL IMPACT/FINANCING

SCG will pay the County an initial granting fee of \$10,000 and a 5-year-term-limit waiver fee of \$5,000,000 within 30 days of adoption of the ordinance. The franchise provides that the County will use the \$5,000,000 waiver fee to create a Climate Equity Fund. SCG will also pay an annual franchise fee of 2 percent of SCG's gross annual receipts arising from the use, operation, or possession of the franchise, but not less than 1 percent of the gross annual receipts from the sale of gas in the service areas of the County and a 1 percent municipal public lands-use surcharge pursuant to Chapter 2.5, Division 3, of the California Public Utilities Code. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.

For the 2023 calendar year, SCG reported and paid the County a total annual franchise fee of \$2,650,766.46 and a surcharge of \$229,821.60, which were both deposited into the County General Fund-Nondepartmental Revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The existing gas pipeline utility system in the franchise area is owned and operated by SCG. The new franchise will be for an initial 10-year term and, subject to renewal, a 10-year renewal term unless that renewal term is cancelled by the Board.

State and local laws authorize the Board to grant a franchise associated with gas pipelines. County Counsel approved as to form the accompanying Resolution of Intention, the ordinance, and the agreement.

Pursuant to Section 6232 of the California Public Utilities Code, the Executive Officer of the Board of Supervisors 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, which is to grant a Countywide gas pipeline franchise to SCG, is exempt from CEQA. The granting of the franchise will allow the operation and maintenance of a gas pipeline utility system and is within a class of projects having been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the project records, it will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

The Honorable Board of Supervisors
November 19, 2024
Page 5

CONCLUSION

Please return adopted copies of this letter, the franchise ordinance, the executed agreement, and the Resolution of Intention to the Government Affairs Manager, Southern California Gas Company, 555 West 5th Street, GT21C, Los Angeles, CA 90013; the Office of County Counsel; and Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:lm

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 COUNTYWIDE GAS PIPELINE FRANCHISE
TO SOUTHERN CALIFORNIA GAS COMPANY FOR AN INITIAL TERM OF 10
YEARS AND, SUBJECT TO RENEWAL, FOR A RENEWAL TERM OF 10 YEARS,
FOR A TOTAL TERM OF UP TO 20 YEARS**

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

- A. Southern California Gas Company has applied to the Board of Supervisors of the County of Los Angeles, State of California, for a franchise for an initial term of 10 years and, subject to renewal, a renewal term of 10 years, for a total term of up to 20 years, beginning on the operative day of the franchise, to lay, construct, erect, install, operate, maintain, use, repair, replace, and remove pipes, pipelines, mains, services, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments and other appurtenances for transmitting and distributing gas for any and all purposes under, along, across, over, or upon the public streets, ways, alleys, places, and 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 any additional unincorporated territory of the County for Los Angeles, State of California, during the term of the franchise.
- B. It is the intention of the Board of Supervisors to grant the franchise applied for upon the terms and conditions of the ordinance attached hereto. Southern California Gas Company and its successors and assigns will, during the life of the franchise, pay annually to the County of Los Angeles, State of California, the amount specified in the proposed ordinance from the operative date of the franchise and in the event such payment is not made, the franchise will be forfeited.
- C. The franchise described in the ordinance is a franchise for gas pipeline purposes.
- D. On December 10, 2024, or at the next available hearing date, on a day not less than twenty (20) days or more than sixty (60) days after the date of the passage of this Resolution of Intention, in the hearing room of the Board of Supervisors, Board Hearing Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012, all persons having any objection to the granting of the franchise hereinabove described may appear before the Board of Supervisors and be heard thereon.
- E. The Executive Officer of the Board of Supervisors shall cause notice of said hearing to be published in accordance with Section 6232 of the California Public Utility Code at least once within fifteen (15) days after adoption of this Resolution

of Intention in a newspaper of general circulation published in the County of Los Angeles, State of California.

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

EDWARD YEN
Executive Officer of
the Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM BY:

DAWYN R. HARRISON
County Counsel

By  _____
Deputy

ANALYSIS

This ordinance grants a gas pipeline franchise to Southern California Gas Company, a California Corporation ("Franchisee"), to construct, maintain, and operate a pipeline system as further described in Section 1 hereof for an initial term of ten (10) years, beginning on January 9, 2025, and expiring on January 8, 2035, and, subject to its renewal, immediately followed by one renewal term of ten (10) years, beginning on January 9, 2035, and expiring on January 8, 2045, for a total term of up to twenty (20) years, in the unincorporated territory of the County of Los Angeles. 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 additional fees as provided in this franchise ordinance.

DAWYN R. HARRISON
County Counsel

By 

GRACE V. CHANG
Principal Deputy County Counsel
Public Works Division

GVC:lm

Requested: 10/01/2024
Revised: 10/15/2024

ORDINANCE NO. _____

An ordinance granting a gas pipeline franchise to Southern California Gas Company, a California corporation, for an initial term of ten (10) years, beginning on January 9, 2025, and, subject to renewal, a renewal term of ten (10) years, expiring on January 8, 2045, for a total of up to twenty (20) years, as described herein.

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

Section 1. Franchise Term; Grant.

The right, privilege, and franchise, in conformance with the provisions of Division 3, Chapter 2, of the California Public Utilities Code, is granted to Southern California Gas Company, a California Corporation, ("Franchisee"), and its successors and assigns, to operate and maintain a pipeline system for the transmission and distribution of gas for all purposes, which includes laying, constructing, erecting, installing, operating, maintaining, using, repairing, replacing, and removing (collectively, "Operate and Maintain") pipes, pipelines, mains, services, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, cathodic protection systems, attachments, together with connections and other appurtenances necessary or appropriate for the operation of said facilities and systems, including poles, wire, cables, adjunct communication lines, fittings and other appurtenances and equipment for telegraph, telephone or telecommunication lines or equipment, or both, necessary or appropriate thereto, including with respect to its existing pipeline infrastructure, in each case, used or useful for transmitting and distributing gas for all purposes in, under, along, across, over, or upon any and all public highways, freeways (except state

freeways), roads, ways, alleys, lanes or courts, or other public easements, and above and below the same (each, individually and collectively, referred to herein as a "highway" and as "highways," respectively), which now exists or which may hereafter exist in any unincorporated territory of the County of Los Angeles ("County"), State of California and in which the County has the authority to grant a franchise.

The foregoing shall also include the right of Franchisee to access highways to make service connections (meaning the pipes or conduits connecting the building or place where the service or commodity supplied by Franchisee is used or delivered, or is made available for use or delivery, with the supply line or supply main in the highway or with such supply line or supply main on non-County property) with or through all property adjoining said highways or any of them and to furnish and distribute gas through said pipe and pipelines. The privileges granted hereby do not extend to access in, over, or under any non-County property.

The right, privilege, and franchise described above is granted to Franchisee for an initial term of ten (10) years, beginning on January 9, 2025, and expiring on January 8, 2035 ("Initial Term"), and, subject to its renewal, immediately followed by one renewal term of ten (10) years, beginning on January 9, 2035, and expiring on January 8, 2045 ("Renewal Term"), for a total term of up to twenty (20) years, as provided herein.

No later than July 1, 2034, the Director will report to the Board of Supervisors ("Board") with a recommendation for continuation or termination of the franchise. The report shall include, but is not limited to, presenting a County customer analysis

(number, types and forecast of future energy needs), the effects of any newly implemented applicable policies, Franchisee's progress towards its 2045 decarbonization goals, the franchise compliance reports, and any franchise compliance or other relevant issues. Upon consideration of the report, the Board may cancel the Renewal Term. The Renewal Term shall be exercised automatically unless the Board takes an affirmative action to cancel the Renewal Term. Nothing in this Section shall prohibit the Board from exercising its authority under Applicable Laws.

Sections 6, 8, 10, and 11 shall survive any termination or expiration of the franchise to the extent any of Franchisee's pipeline system that was under franchise at the time of termination or expiration (and not otherwise subject to a superior right, such as an easement) remains in the highway(s) at the time any of such surviving Sections are being enforced after termination or expiration.

Section 2. Consideration; Payment of Fees.

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

B. Waiver Fee. As consideration for the waiver of the Board's 5-year term limit on certain types of franchises, Franchisee shall pay the County an amount of five million dollars (\$5,000,000) (the "Waiver Fee"). The Waiver Fee will cover the entire period of the Initial Term; in addition, if the Renewal Term is not cancelled, the Waiver Fee will cover the entire period of the Renewal Term. The Waiver Fee is payable within thirty (30) days of the Operative Date. The County will use the Waiver Fee to establish

a Climate Equity Fund. Franchisee shall not apply to the California Public Utilities Commission ("CPUC") to recover the Waiver Fee in rates or other charges from gas customers. County shall separate the Waiver Fee from the County general fund to provide transparency regarding the use of the Waiver Fee. Franchisee shall have no rights or obligations with respect to the establishment of such fund or the distribution of amounts to or from such fund.

C. Annual Franchise Fee. During such time as Franchisee's operations and rates for transportation are subject to the provisions of section 6231 of the California Public Utilities Code, the consideration shall be calculated pursuant to said section as follows:

As additional consideration for the 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 as follows ("Annual Franchise Fee"): two percent (2%) of the gross annual receipts of Franchisee arising from the use, operation, or possession of the franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of Franchisee derived from the sale within the franchise area of the commodity or service for which the franchise is awarded. Such percentage shall be paid annually during the life of the franchise, including the year of granting of the franchise. If the State legislature increases the franchise payment applicable to gas corporation public utilities to a level greater than that provided in section 6231 of the California Public

Utilities Code, then County shall have the option of prospectively employing the increased legislative formula for the remaining term of the franchise instead of the payments set forth herein upon provision of at least sixty (60) days' prior written notice to Franchisee.

D. In addition to the foregoing Waiver Fee and Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), on 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; provided, however, whenever the length of any pipeline (or portion thereof) is a factor in calculating any payment due under this franchise, all, (a) service connections and (b) pipelines abandoned or removed in accordance with Section 8, shall be excluded in determining such length; and

2. Public Works, any reasonable application fees, administrative fees and processing fees (and any reasonable late charges, accrued interest, and penalties applicable thereto) required in connection with this franchise, all of which may be charged at the then-current applicable rates, provided such fees are imposed generally on all non-governmental entities and persons and the amount of such fees does not exceed the actual, reasonable expense to the County of the County activity to which they relate (e.g., processing) ("Fees"). Franchisee is not at any time required to pay any Fees to the County determined by a governmental court or authority of competent

jurisdiction to be invalid, void, or unenforceable pursuant to Applicable Laws (as defined below in Section 11).

Section 3. Annual Franchise Fee Reports.

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller and Public Works, on or before the Fee Payment Date, with one copy to each, a report, verified under oath by a duly authorized representative of Franchisee, showing as of December 31 of the immediately preceding calendar year ("Franchise Report Period"), the total gross receipts of Franchisee for the immediately preceding franchise report period, received or accrued in connection with the furnishing of the commodity or service arising from the use or operation of the franchise, together with such additional 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.C.

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, and the footage of mains in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

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

Section 4. Reports, Monitoring and Maps.

A. Franchisee shall provide the County with copies of the following publicly filed reports to State agencies as the last of the following becomes generally publicly available with respect to a given calendar year, from and after the Operative Date:

1. California Air Resources Board (CARB) Oil and Gas Methane Regulation reports, annual leak detection and repair (LDAR) reports for natural gas production, storage, transmission and compressor stations;
2. CPUC Senate Bill 1371 natural gas leakage abatement reports;
3. Pipeline hydrostatic pressure test results;
4. California Geologic Energy Management (CalGEM) Title 14 "Requirements for California Underground Gas Storage Projects" reports (including, but not limited to, risk management plans, emergency response plans, mechanical integrity testing, monitoring, inspection, maintenance of wellheads and valves and leak reporting);
5. Gas Safety Plan; and
6. Any other publicly available reports required by State agencies with jurisdiction over Franchisee (including, but not limited to, the California State Fire Marshal, CARB, Cal GEM, and the CPUC), including regarding inspections, inspection plans, and infrastructure maintenance.

The County shall provide to Franchisee a list annually, and/or as-needed, of the documents the County requests. Franchisee shall exercise reasonable efforts to promptly provide the County with copies of publicly-available reports regarding

compliance with the foregoing requirements requested in writing by County, which such requests may occur no more frequently than annually during the term of this franchise. In furtherance of the foregoing, Franchisee will provide County with access to a shared file site to facilitate transfer of the foregoing publicly-available documents.

B. Franchisee shall meet annually with the County at County's request and shall provide an annual report on progress towards its ASPIRE 2045 Sustainability Strategy within the unincorporated County and entire County, including its interim milestones and overall aspiration to achieve net zero greenhouse gas emissions in its operations and delivery of energy by 2045. Franchisee has set a net zero carbon by 2045 target that includes scopes 1, 2, and 3 greenhouse gas emissions (reduction of direct emissions and those generated by customers from energy delivered by Franchisee's energy infrastructure).

C. Franchisee shall install air quality fence-line monitors to detect methane at Franchisee's current underground storage facilities (i.e., Aliso Canyon and Honor Rancho) as well as any future underground storage facilities, each as to the extent located within the unincorporated territory of the County, so long as such facilities remain owned and operated by Franchisee during the term of this franchise. All air monitoring data shall be real-time time resolution and publicly available (i.e., internet webpage display); provided, that, such resolution may have a latency of up to two (2) business days for purposes of Franchisee's quality assurance/quality control processes in which case Franchisee will be considered in compliance herewith.

D. For the purpose of planning, design and/or construction of the County Improvements (as defined below in Section 9) within a County highway, Franchisee shall, subject to its confidentiality requirements regarding the same, upon written request by the County, provide to the County within ten (10) calendar days of such written request, and immediately in the case of a County proclaimed emergency, Geographic Information System ("GIS") locational data, or other locational records of Franchisee's facilities ("Location Data"), as the County in its reasonable discretion requires for such County Improvements, in a form and type determined by Franchisee in its reasonable discretion in accordance with good utility practice, provided that such files shall be in the form of Franchisee's standard GIS map product depicting facilities within a designated grid referred to as a GIS "Atlas Sheet" and provided to the County via shared file site; provided, however, that notwithstanding anything herein to the contrary, Franchisee shall not be obligated to provide such data if doing so could cause Franchisee to violate or otherwise act in a manner inconsistent with federal or State rules, regulations or other guidance concerning the disclosure of critical energy infrastructure information as defined by 18 C.F.R. §388.113(c), critical infrastructure information as defined under 6 U.S.C. §§ 650(4) and 671(3), 42 U.S.C. § 5195c, and 6 CFR 29.1, et seq., and sensitive security information as defined under 49 C.F.R. § 1520.5 (collectively, "CEII"). To the extent any Location Data constitutes CEII, the County agrees to enter into a non-disclosure agreement with Franchisee pursuant to which it will agree to keep such information confidential, including agreeing not to produce such information in response to a request for documents under the California

Public Records Act and the Freedom of Information Act. Although Franchisee will make reasonable efforts to provide accurate GIS data to the County for the County's design, engineering and planning purposes, Franchisee makes no representations or warranties to Franchisee or any of its agents, contractors or representatives that such GIS data may be relied upon for field work. The GIS data shall not be a substitute for the County's required conflict check and dig alert obligations prior to starting any field work.

Section 5. Late Payments.

In the event Franchisee fails to make any of the payments set forth in Section 2.C. on or before the dates they are due, Franchisee shall pay a late charge equal to one percent (1%) per month of the amount due from the last day of the period for which said payment was due.

Section 6. 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 Entities") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature by third parties, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, and attorneys' fees, (collectively "Claims"), that relate to or arise from: (1) 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 Entities") in connection with the franchise; and/or (2) any acts or omissions of Franchisee or Franchisee Entities in connection with the activities or work conducted or performed pursuant to the franchise and/or arising out of such activities or work; provided that Franchisee's duty to defend, indemnify, and hold harmless the County Entities shall not apply to the extent any Claims or liabilities arise from or relate to: (1) the active negligence, willful misconduct, or violation of law of the County Entities; (2) the County's right, power or authority (including acquisition of necessary consents and approvals) to issue (including the amendment, renewal or extension of) the franchise to Franchisee, the County's administration of the franchise, or claims that the terms contained herein violate Applicable Laws or any of County Entities' internal procedures; or (3) any payments or consideration made by Franchisee to the County (or any of the County Entities) in consideration of, or related to, the franchise, including, without limitation, the Waiver Fee or the Climate Equity Fund.

B. Subject to Applicable Laws, Franchisee agrees to notify, within the relevant time frame as prescribed by Applicable Laws, the applicable County local lead agency for emergency notification (i.e., the Certified Unified Program Agency, Administering Agency or Participation Agency, depending on the location), with respect to any unplanned release, as defined by California Health & Safety Code section 25501(p), of gas from Franchisee's current underground storage facilities (i.e., Aliso Canyon and Honor Rancho) as well as any future underground storage facilities, each as to the extent located within the unincorporated territory of the County, so long as such facilities remain owned and operated by Franchisee during the term of this

franchise, that results in persistent odors outside of such property's boundaries and poses a significant or potentially significant hazard to human health and safety, property, or the environment (an "Unplanned Gas Release"). All actions to investigate, remove, or remediate any Unplanned Gas Release reasonably demonstrated to be so released as described above, and to repair or restore Franchisee's pipelines and appurtenances to the extent necessary, shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all Applicable Laws at Franchisee's sole cost and expense, and shall, subject to Applicable Laws, be undertaken by Franchisee or Franchisee's agents as soon as reasonably practicable after becoming aware of the same.

C. Without limiting Franchisee's indemnification of the County and the County Entities, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance or self-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, and renewal certificates within thirty (30) days of policy renewal. 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 mail at least thirty (30) days in advance of any material modification, non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any material 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 blanket additional insured endorsement to the commercial general liability policy, adding the County and County Entities (collectively, "County Insureds") as additional insureds for all activities arising from this franchise; and

e. Franchisee shall provide that the coverage is primary for all purposes and Franchisee shall not seek any contribution from any insurance or self-insurance maintained by the County.

2. Franchisee shall have the right to self-insure any of the insurance requirements.

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 Insureds 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 Insureds as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance with a combined single limit of not less than thirty million dollars (\$30,000,000) 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 one (1) year following termination or cancellation of this franchise.

b. Comprehensive Auto Liability insurance endorsed for all owned, non-owned, and hired vehicles with a limit of not less than five million dollars (\$5,000,000) per occurrence.

c. Pollution Liability insurance, which insures cleanup cost for "Sudden and Accidental" contamination or pollution. Such coverage shall be in an amount of not less than thirty million dollars (\$30,000,000) per occurrence. This pollution liability coverage may be included in the commercial general liability policy.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than one (1) year following termination or cancellation of this franchise.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it may hereafter be amended, including Employer's Liability) with not less than a one

million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

D. Franchisee shall furnish Public Works, within thirty (30) days of the Operative Date, and within thirty (30) days of the expiration date of each term of insurance, 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, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than one million dollars (\$1,000,000), payable to the County and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of one million dollars (\$1,000,000), or any portion thereof, 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. This bond may be provided on an annual basis, renewable by continuation certificate or other mutually agreed documentation. 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, not more frequently than every five (5) years during the term of the franchise. In the event of such requested adjustment and subject to the agreement of Franchisee, Franchisee agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within ninety (90) days after written notice from the County.

G. It is the obligation of Franchisee to provide evidence of current insurance 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 7. 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 7.G.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 7.D., and shall provide those documents as set forth in subsection 7.E. 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 financial ability to meet the franchise obligations. Consent shall not be unreasonably withheld, delayed or conditioned other than as conditioned upon the terms and conditions set forth in the Assignment Documents, as defined under subsection 7.E.3., delivered to Public Works, the assumption by Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County under subsection 7.F., 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 send to 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 sent to Public Works within thirty (30) days after the effective date of such proposed Assignment, 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. 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 notice to or 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 or sole 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 Operative Date or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section. Furthermore, no notice to or consent of the County will be required to any Assignment that has been authorized by the CPUC, that is made to an affiliate of Franchisee, or that is result of Franchisee's inclusion of this franchise as security under a mortgage, deed of trust or other security agreement securing the repayment of bonds or notes, including any transfer of the franchise in trust or by way of mortgage or hypothecation with all or a part of Franchisee's other property for the purpose of securing any indebtedness of

Franchisee, except that Franchisee shall ensure that any Transferee shall be fully bound by the terms and conditions of this franchise.

E. Except for any Assignments made pursuant to subsection 7.D., upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment notice 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 (including a balance sheet, a profit and loss statement, and a statement of changes in financial position), if available, or similar financial documentation 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.

3. Subject to confidentiality requirements, a copy of the proposed provision of the agreement of sale, letter of understanding, or other documentation, which details the proposed Assignment ("Assignment Documents").

4. Other information that may be reasonably required by the County to assess the capability of the proposed Transferee to Operate and Maintain the franchise.

F. A 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 7.A., above. If the County's actual, reasonable and documented costs to process the proposed Assignment application, including any consultant fees incurred by the County to assist in evaluating the application, exceed the transfer fee amount of ten thousand dollars (\$10,000), Franchisee and the proposed Transferee, or either, shall pay any such reasonable, additional costs incurred by the County in processing the Assignment application; provided that, Franchisee reserves the right to challenge such costs to the extent they are unreasonable and unsubstantiated. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request for Assignment by the County or the Board, as applicable.

Section 8. Removal or Abandonment of Facilities.

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of a portion or all of its pipes and appurtenances, Franchisee shall, within thirty (30) days thereafter, make a written notification to Public Works for its intent 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 notification 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. Within thirty (30) days of Franchisee's notification as

set forth above, subject to Applicable Laws, including determinations and orders of the CPUC, 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 Public Works will then notify Franchisee of any such requirements and require Franchisee 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, as applicable and consistent with Franchisee's notification. If, for any reason, Franchisee suspends operations of any of the pipes and appurtenances contained in this franchise for a period more than ninety (90) days, Franchisee will notify Public Works. During this period of suspended operations, Franchisee will maintain said pipes and appurtenances in accordance with all Applicable Laws, including determinations and orders of the CPUC.

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, subject to Applicable Laws, including determinations and orders of the CPUC, Public Works may make additional appropriate orders in its reasonable discretion, including, an order that Franchisee remove all such pipes and appurtenances in accordance with applicable requirements. In the event Franchisee fails to remove any pipes and appurtenances that it is obligated to remove in accordance with the immediately preceding sentence and with such applicable requirements as may be prescribed by Public Works, then, subject to Applicable Laws, including determinations and orders of

the CPUC, Public Works may remove such applicable pipes and appurtenances at Franchisee's expense and Franchisee will pay to the County within sixty (60) days after delivery of an itemized bill with supporting documentation the reasonable cost of such removal.

C. Abandoned pipelines on County highways remain property of Franchisee. Should the abandoned pipelines interfere with future utility or underground facility, said pipelines would, subject to Applicable Laws, including determinations and orders of the CPUC, be removed by others at their expense 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, such facilities have been so abandoned in accordance with this Section 8.

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

Section 9. Relocation of Pipelines.

A. The County reserves the right to: (1) lawfully change the grade, width or alignment of any highway or (2) lay, construct, repair, alter, relocate and maintain subsurface or other facilities or improvements of any type or description in a governmental but not proprietary capacity within the highways, in each case of clauses (1) and (2), with respect to which the franchise is granted (such actions, collectively, a "County Improvement"). If any of the pipelines, facilities or appurtenances heretofore or hereafter constructed, installed or maintained by Franchisee pursuant to this franchise

on, along, under, over, in, upon or across any highway are located in a manner that prevents or interferes with a proposed County Improvement, Franchisee shall relocate permanently or temporarily any such facility at no expense to the County upon receipt of a written request from the County road commissioner to do so, and shall use its commercially reasonable efforts to commence such work on or before the date specified in such written request, which date shall be not less than thirty (30) days from receipt of such written request, except: (1) as the law may otherwise provide, (2) where Franchisee's right to possession is pursuant to instruments evidencing right-of-way (e.g., easements, licenses or other superior interests in real property), or (3) where the removal or relocation is made at the request of the County on behalf of or for the benefit of any private developer, agency or other third party. Franchisee shall thereafter diligently prosecute such work to completion; provided, however, if such highway be subsequently constituted as a state highway, thereafter and so long as such highway remains a state highway, no such change of location shall be required for a temporary purpose. Notwithstanding anything herein to the contrary, no relocation requirement shall preclude Franchisee from receiving reimbursement for the relocation of its facilities if and to the extent otherwise lawfully entitled thereto. Moreover, nothing herein affects any other relocation payment obligations of any other person or entity, including, but not limited to, the Los Angeles County Metropolitan Transportation Authority.

B. In the event Franchisee receives notice from the County to relocate its pipelines and appurtenances due to a County Improvement in accordance with Section 9.A. above, if Franchisee neglects or fails to use commercially reasonable

efforts to relocate its facilities in the manner described in Section 9.A. 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 with respect to actual costs and expenses reasonably incurred by the County to relocate the pipelines and other equipment directly caused by Franchisee's neglect or failure to do so in accordance herewith.

Section 10. Permits.

Franchisee agrees that its right and privilege to enter a highway in order to Operate and Maintain its facilities, absent an emergent situation, may be conditioned on applying for permits required by the County, in which case, the County permitting office's consent thereto shall not be unreasonably withheld, delayed or conditioned, and the applicable permit shall be issued in a timely manner provided that the underlying requested activities are not in conflict with California law, including, but not limited to, the California Environmental Quality Act (CEQA). County agrees that the compensation provided for in this franchise is for the rights and privileges granted by this franchise, which includes the right and privilege of Franchisee to Operate and Maintain its facilities within the highways, provided that the County expressly reserves the right to impose and collect from Franchisee, administrative processing Fees relating to highway cutting and excavation permits. To the extent that any portion of any highway is damaged by Franchisee or its contractors working under permit, Franchisee shall, at its own cost and expense, repair any such damage and restore such portion of such damaged street to as good condition as existed before such defect or other cause of damage occurred.

Section 11. Applicable Laws.

Franchisee shall comply with all applicable laws relating to the construction, maintenance, and operation of all pipelines, including, but not limited to, United States Department of Transportation Pipeline and Hazardous Materials Safety Administration ("PHMSA") regulations, which do not recognize an "idle" status for gas pipelines, but consider pipelines to be either active or abandoned, the Code of Federal Regulations, California Public Utilities Commission General Orders, other applicable federal and State laws and regulations, and local County ordinances (heretofore or hereafter adopted by the legislative body of the County in the exercise of its police powers in accordance with applicable laws to the extent they do not otherwise conflict with, and are not preempted by, federal or State law or federal or State agency rules and regulations, throughout the term of the franchise) (collectively, "Applicable Laws"). Notwithstanding anything herein to the contrary, in no event shall Division 3A (Pipeline Franchises) of Title 16 (Highways) of the Los Angeles County Code constitute Applicable Laws, nor shall it apply to Franchisee or its operations.

Subject to Applicable Laws, as of the Operative Date, to Franchisee's knowledge, each of its pipelines is either active, abandoned, or deactivated in conformance with PHMSA regulations. Franchisee further acknowledges that, following the termination or expiration of this franchise, it must comply with all Applicable Laws, as may be amended hereafter, to the extent that, from and after such time, 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.

Section 12. 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:

Southern California Gas Company
Franchise and Fees Manager
555 West 5th Street, GT20D3
Los Angeles, California 90013

Section 13. Franchise Ordinance Operative Date.

Subject to Franchisee's filing of a written acceptance of the terms and conditions of this franchise ordinance with the executive officer-clerk of the Board, this franchise ordinance shall be effective and binding on the parties hereto in all respects as of January 9, 2025 (the "Operative Date").

Section 14. Remedies for Non-Compliance.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, seek any and all available remedies at law or in equity. Notwithstanding the foregoing, the County, prior to seeking any suspension or termination of this franchise for default, shall give Franchisee not less than ten (10) days' notice in writing of any default thereunder and opportunity to cure. If Franchisee does not within the noticed period begin the work of compliance, or after such beginning does not prosecute the work with due diligence to completion, the County shall hold a hearing, at which Franchisee shall have the right to appear and be heard, and thereupon the County may determine whether such conditions are material and essential to the franchise and whether Franchisee is in default with respect thereto and may thereafter declare the franchise suspended or terminated. Notice of said hearing shall be given to Franchisee by certified mail not less than five (5) business days before said hearing.

[SOCALGASFRAN2024GCCC]

Enclosure B

ANALYSIS

This ordinance grants a gas pipeline franchise to Southern California Gas Company, a California Corporation ("Franchisee"), to construct, maintain, and operate a pipeline system as further described in Section 1 hereof for an initial term of ten (10) years, beginning on January 9, 2025, and expiring on January 8, 2035, and, subject to its renewal, immediately followed by one renewal term of ten (10) years, beginning on January 9, 2035, and expiring on January 8, 2045, for a total term of up to twenty (20) years, in the unincorporated territory of the County of Los Angeles. 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 additional fees as provided in this franchise ordinance.

DAWYN R. HARRISON
County Counsel

By 

GRACE V. CHANG
Principal Deputy County Counsel
Public Works Division

GVC:lm

Requested: 10/01/2024
Revised: 10/15/2024

ORDINANCE NO. _____

An ordinance granting a gas pipeline franchise to Southern California Gas Company, a California corporation, for an initial term of ten (10) years, beginning on January 9, 2025, and, subject to renewal, a renewal term of ten (10) years, expiring on January 8, 2045, for a total of up to twenty (20) years, as described herein.

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

Section 1. Franchise Term; Grant.

The right, privilege, and franchise, in conformance with the provisions of Division 3, Chapter 2, of the California Public Utilities Code, is granted to Southern California Gas Company, a California Corporation, ("Franchisee"), and its successors and assigns, to operate and maintain a pipeline system for the transmission and distribution of gas for all purposes, which includes laying, constructing, erecting, installing, operating, maintaining, using, repairing, replacing, and removing (collectively, "Operate and Maintain") pipes, pipelines, mains, services, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, cathodic protection systems, attachments, together with connections and other appurtenances necessary or appropriate for the operation of said facilities and systems, including poles, wire, cables, adjunct communication lines, fittings and other appurtenances and equipment for telegraph, telephone or telecommunication lines or equipment, or both, necessary or appropriate thereto, including with respect to its existing pipeline infrastructure, in each case, used or useful for transmitting and distributing gas for all purposes in, under, along, across, over, or upon any and all public highways, freeways (except state

freeways), roads, ways, alleys, lanes or courts, or other public easements, and above and below the same (each, individually and collectively, referred to herein as a "highway" and as "highways," respectively), which now exists or which may hereafter exist in any unincorporated territory of the County of Los Angeles ("County"), State of California and in which the County has the authority to grant a franchise.

The foregoing shall also include the right of Franchisee to access highways to make service connections (meaning the pipes or conduits connecting the building or place where the service or commodity supplied by Franchisee is used or delivered, or is made available for use or delivery, with the supply line or supply main in the highway or with such supply line or supply main on non-County property) with or through all property adjoining said highways or any of them and to furnish and distribute gas through said pipe and pipelines. The privileges granted hereby do not extend to access in, over, or under any non-County property.

The right, privilege, and franchise described above is granted to Franchisee for an initial term of ten (10) years, beginning on January 9, 2025, and expiring on January 8, 2035 ("Initial Term"), and, subject to its renewal, immediately followed by one renewal term of ten (10) years, beginning on January 9, 2035, and expiring on January 8, 2045 ("Renewal Term"), for a total term of up to twenty (20) years, as provided herein.

No later than July 1, 2034, the Director will report to the Board of Supervisors ("Board") with a recommendation for continuation or termination of the franchise. The report shall include, but is not limited to, presenting a County customer analysis

(number, types and forecast of future energy needs), the effects of any newly implemented applicable policies, Franchisee's progress towards its 2045 decarbonization goals, the franchise compliance reports, and any franchise compliance or other relevant issues. Upon consideration of the report, the Board may cancel the Renewal Term. The Renewal Term shall be exercised automatically unless the Board takes an affirmative action to cancel the Renewal Term. Nothing in this Section shall prohibit the Board from exercising its authority under Applicable Laws.

Sections 6, 8, 10, and 11 shall survive any termination or expiration of the franchise to the extent any of Franchisee's pipeline system that was under franchise at the time of termination or expiration (and not otherwise subject to a superior right, such as an easement) remains in the highway(s) at the time any of such surviving Sections are being enforced after termination or expiration.

Section 2. Consideration; Payment of Fees.

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

B. Waiver Fee. As consideration for the waiver of the Board's 5-year term limit on certain types of franchises, Franchisee shall pay the County an amount of five million dollars (\$5,000,000) (the "Waiver Fee"). The Waiver Fee will cover the entire period of the Initial Term; in addition, if the Renewal Term is not cancelled, the Waiver Fee will cover the entire period of the Renewal Term. The Waiver Fee is payable within thirty (30) days of the Operative Date. The County will use the Waiver Fee to establish

a Climate Equity Fund. Franchisee shall not apply to the California Public Utilities Commission ("CPUC") to recover the Waiver Fee in rates or other charges from gas customers. County shall separate the Waiver Fee from the County general fund to provide transparency regarding the use of the Waiver Fee. Franchisee shall have no rights or obligations with respect to the establishment of such fund or the distribution of amounts to or from such fund.

C. Annual Franchise Fee. During such time as Franchisee's operations and rates for transportation are subject to the provisions of section 6231 of the California Public Utilities Code, the consideration shall be calculated pursuant to said section as follows:

As additional consideration for the 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 as follows ("Annual Franchise Fee"): two percent (2%) of the gross annual receipts of Franchisee arising from the use, operation, or possession of the franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of Franchisee derived from the sale within the franchise area of the commodity or service for which the franchise is awarded. Such percentage shall be paid annually during the life of the franchise, including the year of granting of the franchise. If the State legislature increases the franchise payment applicable to gas corporation public utilities to a level greater than that provided in section 6231 of the California Public

Utilities Code, then County shall have the option of prospectively employing the increased legislative formula for the remaining term of the franchise instead of the payments set forth herein upon provision of at least sixty (60) days' prior written notice to Franchisee.

D. In addition to the foregoing Waiver Fee and Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), on 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; provided, however, whenever the length of any pipeline (or portion thereof) is a factor in calculating any payment due under this franchise, all, (a) service connections and (b) pipelines abandoned or removed in accordance with Section 8, shall be excluded in determining such length; and

2. Public Works, any reasonable application fees, administrative fees and processing fees (and any reasonable late charges, accrued interest, and penalties applicable thereto) required in connection with this franchise, all of which may be charged at the then-current applicable rates, provided such fees are imposed generally on all non-governmental entities and persons and the amount of such fees does not exceed the actual, reasonable expense to the County of the County activity to which they relate (e.g., processing) ("Fees"). Franchisee is not at any time required to pay any Fees to the County determined by a governmental court or authority of competent

jurisdiction to be invalid, void, or unenforceable pursuant to Applicable Laws (as defined below in Section 11).

Section 3. Annual Franchise Fee Reports.

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller and Public Works, on or before the Fee Payment Date, with one copy to each, a report, verified under oath by a duly authorized representative of Franchisee, showing as of December 31 of the immediately preceding calendar year ("Franchise Report Period"), the total gross receipts of Franchisee for the immediately preceding franchise report period, received or accrued in connection with the furnishing of the commodity or service arising from the use or operation of the franchise, together with such additional 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.C.

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, and the footage of mains in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

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

Section 4. Reports, Monitoring and Maps.

A. Franchisee shall provide the County with copies of the following publicly filed reports to State agencies as the last of the following becomes generally publicly available with respect to a given calendar year, from and after the Operative Date:

1. California Air Resources Board (CARB) Oil and Gas Methane Regulation reports, annual leak detection and repair (LDAR) reports for natural gas production, storage, transmission and compressor stations;
2. CPUC Senate Bill 1371 natural gas leakage abatement reports;
3. Pipeline hydrostatic pressure test results;
4. California Geologic Energy Management (CalGEM) Title 14 "Requirements for California Underground Gas Storage Projects" reports (including, but not limited to, risk management plans, emergency response plans, mechanical integrity testing, monitoring, inspection, maintenance of wellheads and valves and leak reporting);
5. Gas Safety Plan; and
6. Any other publicly available reports required by State agencies with jurisdiction over Franchisee (including, but not limited to, the California State Fire Marshal, CARB, Cal GEM, and the CPUC), including regarding inspections, inspection plans, and infrastructure maintenance.

The County shall provide to Franchisee a list annually, and/or as-needed, of the documents the County requests. Franchisee shall exercise reasonable efforts to promptly provide the County with copies of publicly-available reports regarding

compliance with the foregoing requirements requested in writing by County, which such requests may occur no more frequently than annually during the term of this franchise. In furtherance of the foregoing, Franchisee will provide County with access to a shared file site to facilitate transfer of the foregoing publicly-available documents.

B. Franchisee shall meet annually with the County at County's request and shall provide an annual report on progress towards its ASPIRE 2045 Sustainability Strategy within the unincorporated County and entire County, including its interim milestones and overall aspiration to achieve net zero greenhouse gas emissions in its operations and delivery of energy by 2045. Franchisee has set a net zero carbon by 2045 target that includes scopes 1, 2, and 3 greenhouse gas emissions (reduction of direct emissions and those generated by customers from energy delivered by Franchisee's energy infrastructure).

C. Franchisee shall install air quality fence-line monitors to detect methane at Franchisee's current underground storage facilities (i.e., Aliso Canyon and Honor Rancho) as well as any future underground storage facilities, each as to the extent located within the unincorporated territory of the County, so long as such facilities remain owned and operated by Franchisee during the term of this franchise. All air monitoring data shall be real-time time resolution and publicly available (i.e., internet webpage display); provided, that, such resolution may have a latency of up to two (2) business days for purposes of Franchisee's quality assurance/quality control processes in which case Franchisee will be considered in compliance herewith.

D. For the purpose of planning, design and/or construction of the County Improvements (as defined below in Section 9) within a County highway, Franchisee shall, subject to its confidentiality requirements regarding the same, upon written request by the County, provide to the County within ten (10) calendar days of such written request, and immediately in the case of a County proclaimed emergency, Geographic Information System ("GIS") locational data, or other locational records of Franchisee's facilities ("Location Data"), as the County in its reasonable discretion requires for such County Improvements, in a form and type determined by Franchisee in its reasonable discretion in accordance with good utility practice, provided that such files shall be in the form of Franchisee's standard GIS map product depicting facilities within a designated grid referred to as a GIS "Atlas Sheet" and provided to the County via shared file site; provided, however, that notwithstanding anything herein to the contrary, Franchisee shall not be obligated to provide such data if doing so could cause Franchisee to violate or otherwise act in a manner inconsistent with federal or State rules, regulations or other guidance concerning the disclosure of critical energy infrastructure information as defined by 18 C.F.R. §388.113(c), critical infrastructure information as defined under 6 U.S.C. §§ 650(4) and 671(3), 42 U.S.C. § 5195c, and 6 CFR 29.1, et seq., and sensitive security information as defined under 49 C.F.R. § 1520.5 (collectively, "CEII"). To the extent any Location Data constitutes CEII, the County agrees to enter into a non-disclosure agreement with Franchisee pursuant to which it will agree to keep such information confidential, including agreeing not to produce such information in response to a request for documents under the California

Public Records Act and the Freedom of Information Act. Although Franchisee will make reasonable efforts to provide accurate GIS data to the County for the County's design, engineering and planning purposes, Franchisee makes no representations or warranties to Franchisee or any of its agents, contractors or representatives that such GIS data may be relied upon for field work. The GIS data shall not be a substitute for the County's required conflict check and dig alert obligations prior to starting any field work.

Section 5. Late Payments.

In the event Franchisee fails to make any of the payments set forth in Section 2.C. on or before the dates they are due, Franchisee shall pay a late charge equal to one percent (1%) per month of the amount due from the last day of the period for which said payment was due.

Section 6. 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 Entities") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature by third parties, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, and attorneys' fees, (collectively "Claims"), that relate to or arise from: (1) 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 Entities") in connection with the franchise; and/or (2) any acts or omissions of Franchisee or Franchisee Entities in connection with the activities or work conducted or performed pursuant to the franchise and/or arising out of such activities or work; provided that Franchisee's duty to defend, indemnify, and hold harmless the County Entities shall not apply to the extent any Claims or liabilities arise from or relate to: (1) the active negligence, willful misconduct, or violation of law of the County Entities; (2) the County's right, power or authority (including acquisition of necessary consents and approvals) to issue (including the amendment, renewal or extension of) the franchise to Franchisee, the County's administration of the franchise, or claims that the terms contained herein violate Applicable Laws or any of County Entities' internal procedures; or (3) any payments or consideration made by Franchisee to the County (or any of the County Entities) in consideration of, or related to, the franchise, including, without limitation, the Waiver Fee or the Climate Equity Fund.

B. Subject to Applicable Laws, Franchisee agrees to notify, within the relevant time frame as prescribed by Applicable Laws, the applicable County local lead agency for emergency notification (i.e., the Certified Unified Program Agency, Administering Agency or Participation Agency, depending on the location), with respect to any unplanned release, as defined by California Health & Safety Code section 25501(p), of gas from Franchisee's current underground storage facilities (i.e., Aliso Canyon and Honor Rancho) as well as any future underground storage facilities, each as to the extent located within the unincorporated territory of the County, so long as such facilities remain owned and operated by Franchisee during the term of this

franchise, that results in persistent odors outside of such property's boundaries and poses a significant or potentially significant hazard to human health and safety, property, or the environment (an "Unplanned Gas Release"). All actions to investigate, remove, or remediate any Unplanned Gas Release reasonably demonstrated to be so released as described above, and to repair or restore Franchisee's pipelines and appurtenances to the extent necessary, shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all Applicable Laws at Franchisee's sole cost and expense, and shall, subject to Applicable Laws, be undertaken by Franchisee or Franchisee's agents as soon as reasonably practicable after becoming aware of the same.

C. Without limiting Franchisee's indemnification of the County and the County Entities, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance or self-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, and renewal certificates within thirty (30) days of policy renewal. 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 mail at least thirty (30) days in advance of any material modification, non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any material 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 blanket additional insured endorsement to the commercial general liability policy, adding the County and County Entities (collectively, "County Insureds") as additional insureds for all activities arising from this franchise; and

e. Franchisee shall provide that the coverage is primary for all purposes and Franchisee shall not seek any contribution from any insurance or self-insurance maintained by the County.

2. Franchisee shall have the right to self-insure any of the insurance requirements.

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 Insureds 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 Insureds as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance with a combined single limit of not less than thirty million dollars (\$30,000,000) 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 one (1) year following termination or cancellation of this franchise.

b. Comprehensive Auto Liability insurance endorsed for all owned, non-owned, and hired vehicles with a limit of not less than five million dollars (\$5,000,000) per occurrence.

c. Pollution Liability insurance, which insures cleanup cost for "Sudden and Accidental" contamination or pollution. Such coverage shall be in an amount of not less than thirty million dollars (\$30,000,000) per occurrence. This pollution liability coverage may be included in the commercial general liability policy.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than one (1) year following termination or cancellation of this franchise.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it may hereafter be amended, including Employer's Liability) with not less than a one

million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

D. Franchisee shall furnish Public Works, within thirty (30) days of the Operative Date, and within thirty (30) days of the expiration date of each term of insurance, 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, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than one million dollars (\$1,000,000), payable to the County and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of one million dollars (\$1,000,000), or any portion thereof, 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. This bond may be provided on an annual basis, renewable by continuation certificate or other mutually agreed documentation. 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, not more frequently than every five (5) years during the term of the franchise. In the event of such requested adjustment and subject to the agreement of Franchisee, Franchisee agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within ninety (90) days after written notice from the County.

G. It is the obligation of Franchisee to provide evidence of current insurance 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 7. 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 7.G.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 7.D., and shall provide those documents as set forth in subsection 7.E. 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 financial ability to meet the franchise obligations. Consent shall not be unreasonably withheld, delayed or conditioned other than as conditioned upon the terms and conditions set forth in the Assignment Documents, as defined under subsection 7.E.3., delivered to Public Works, the assumption by Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County under subsection 7.F., 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 send to 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 sent to Public Works within thirty (30) days after the effective date of such proposed Assignment, 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. 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 notice to or 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 or sole 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 Operative Date or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section. Furthermore, no notice to or consent of the County will be required to any Assignment that has been authorized by the CPUC, that is made to an affiliate of Franchisee, or that is result of Franchisee's inclusion of this franchise as security under a mortgage, deed of trust or other security agreement securing the repayment of bonds or notes, including any transfer of the franchise in trust or by way of mortgage or hypothecation with all or a part of Franchisee's other property for the purpose of securing any indebtedness of

Franchisee, except that Franchisee shall ensure that any Transferee shall be fully bound by the terms and conditions of this franchise.

E. Except for any Assignments made pursuant to subsection 7.D., upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment notice 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 (including a balance sheet, a profit and loss statement, and a statement of changes in financial position), if available, or similar financial documentation 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.

3. Subject to confidentiality requirements, a copy of the proposed provision of the agreement of sale, letter of understanding, or other documentation, which details the proposed Assignment ("Assignment Documents").

4. Other information that may be reasonably required by the County to assess the capability of the proposed Transferee to Operate and Maintain the franchise.

F. A 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 7.A., above. If the County's actual, reasonable and documented costs to process the proposed Assignment application, including any consultant fees incurred by the County to assist in evaluating the application, exceed the transfer fee amount of ten thousand dollars (\$10,000), Franchisee and the proposed Transferee, or either, shall pay any such reasonable, additional costs incurred by the County in processing the Assignment application; provided that, Franchisee reserves the right to challenge such costs to the extent they are unreasonable and unsubstantiated. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request for Assignment by the County or the Board, as applicable.

Section 8. Removal or Abandonment of Facilities.

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of a portion or all of its pipes and appurtenances, Franchisee shall, within thirty (30) days thereafter, make a written notification to Public Works for its intent 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 notification 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. Within thirty (30) days of Franchisee's notification as

set forth above, subject to Applicable Laws, including determinations and orders of the CPUC, 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 Public Works will then notify Franchisee of any such requirements and require Franchisee 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, as applicable and consistent with Franchisee's notification. If, for any reason, Franchisee suspends operations of any of the pipes and appurtenances contained in this franchise for a period more than ninety (90) days, Franchisee will notify Public Works. During this period of suspended operations, Franchisee will maintain said pipes and appurtenances in accordance with all Applicable Laws, including determinations and orders of the CPUC.

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, subject to Applicable Laws, including determinations and orders of the CPUC, Public Works may make additional appropriate orders in its reasonable discretion, including, an order that Franchisee remove all such pipes and appurtenances in accordance with applicable requirements. In the event Franchisee fails to remove any pipes and appurtenances that it is obligated to remove in accordance with the immediately preceding sentence and with such applicable requirements as may be prescribed by Public Works, then, subject to Applicable Laws, including determinations and orders of

the CPUC, Public Works may remove such applicable pipes and appurtenances at Franchisee's expense and Franchisee will pay to the County within sixty (60) days after delivery of an itemized bill with supporting documentation the reasonable cost of such removal.

C. Abandoned pipelines on County highways remain property of Franchisee. Should the abandoned pipelines interfere with future utility or underground facility, said pipelines would, subject to Applicable Laws, including determinations and orders of the CPUC, be removed by others at their expense 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, such facilities have been so abandoned in accordance with this Section 8.

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

Section 9. Relocation of Pipelines.

A. The County reserves the right to: (1) lawfully change the grade, width or alignment of any highway or (2) lay, construct, repair, alter, relocate and maintain subsurface or other facilities or improvements of any type or description in a governmental but not proprietary capacity within the highways, in each case of clauses (1) and (2), with respect to which the franchise is granted (such actions, collectively, a "County Improvement"). If any of the pipelines, facilities or appurtenances heretofore or hereafter constructed, installed or maintained by Franchisee pursuant to this franchise

on, along, under, over, in, upon or across any highway are located in a manner that prevents or interferes with a proposed County Improvement, Franchisee shall relocate permanently or temporarily any such facility at no expense to the County upon receipt of a written request from the County road commissioner to do so, and shall use its commercially reasonable efforts to commence such work on or before the date specified in such written request, which date shall be not less than thirty (30) days from receipt of such written request, except: (1) as the law may otherwise provide, (2) where Franchisee's right to possession is pursuant to instruments evidencing right-of-way (e.g., easements, licenses or other superior interests in real property), or (3) where the removal or relocation is made at the request of the County on behalf of or for the benefit of any private developer, agency or other third party. Franchisee shall thereafter diligently prosecute such work to completion; provided, however, if such highway be subsequently constituted as a state highway, thereafter and so long as such highway remains a state highway, no such change of location shall be required for a temporary purpose. Notwithstanding anything herein to the contrary, no relocation requirement shall preclude Franchisee from receiving reimbursement for the relocation of its facilities if and to the extent otherwise lawfully entitled thereto. Moreover, nothing herein affects any other relocation payment obligations of any other person or entity, including, but not limited to, the Los Angeles County Metropolitan Transportation Authority.

B. In the event Franchisee receives notice from the County to relocate its pipelines and appurtenances due to a County Improvement in accordance with Section 9.A. above, if Franchisee neglects or fails to use commercially reasonable

efforts to relocate its facilities in the manner described in Section 9.A. 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 with respect to actual costs and expenses reasonably incurred by the County to relocate the pipelines and other equipment directly caused by Franchisee's neglect or failure to do so in accordance herewith.

Section 10. Permits.

Franchisee agrees that its right and privilege to enter a highway in order to Operate and Maintain its facilities, absent an emergent situation, may be conditioned on applying for permits required by the County, in which case, the County permitting office's consent thereto shall not be unreasonably withheld, delayed or conditioned, and the applicable permit shall be issued in a timely manner provided that the underlying requested activities are not in conflict with California law, including, but not limited to, the California Environmental Quality Act (CEQA). County agrees that the compensation provided for in this franchise is for the rights and privileges granted by this franchise, which includes the right and privilege of Franchisee to Operate and Maintain its facilities within the highways, provided that the County expressly reserves the right to impose and collect from Franchisee, administrative processing Fees relating to highway cutting and excavation permits. To the extent that any portion of any highway is damaged by Franchisee or its contractors working under permit, Franchisee shall, at its own cost and expense, repair any such damage and restore such portion of such damaged street to as good condition as existed before such defect or other cause of damage occurred.

Section 11. Applicable Laws.

Franchisee shall comply with all applicable laws relating to the construction, maintenance, and operation of all pipelines, including, but not limited to, United States Department of Transportation Pipeline and Hazardous Materials Safety Administration ("PHMSA") regulations, which do not recognize an "idle" status for gas pipelines, but consider pipelines to be either active or abandoned, the Code of Federal Regulations, California Public Utilities Commission General Orders, other applicable federal and State laws and regulations, and local County ordinances (heretofore or hereafter adopted by the legislative body of the County in the exercise of its police powers in accordance with applicable laws to the extent they do not otherwise conflict with, and are not preempted by, federal or State law or federal or State agency rules and regulations, throughout the term of the franchise) (collectively, "Applicable Laws"). Notwithstanding anything herein to the contrary, in no event shall Division 3A (Pipeline Franchises) of Title 16 (Highways) of the Los Angeles County Code constitute Applicable Laws, nor shall it apply to Franchisee or its operations.

Subject to Applicable Laws, as of the Operative Date, to Franchisee's knowledge, each of its pipelines is either active, abandoned, or deactivated in conformance with PHMSA regulations. Franchisee further acknowledges that, following the termination or expiration of this franchise, it must comply with all Applicable Laws, as may be amended hereafter, to the extent that, from and after such time, 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.

Section 12. 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:

Southern California Gas Company
Franchise and Fees Manager
555 West 5th Street, GT20D3
Los Angeles, California 90013

Section 13. Franchise Ordinance Operative Date.

Subject to Franchisee's filing of a written acceptance of the terms and conditions of this franchise ordinance with the executive officer-clerk of the Board, this franchise ordinance shall be effective and binding on the parties hereto in all respects as of January 9, 2025 (the "Operative Date").

Section 14. Remedies for Non-Compliance.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, seek any and all available remedies at law or in equity. Notwithstanding the foregoing, the County, prior to seeking any suspension or termination of this franchise for default, shall give Franchisee not less than ten (10) days' notice in writing of any default thereunder and opportunity to cure. If Franchisee does not within the noticed period begin the work of compliance, or after such beginning does not prosecute the work with due diligence to completion, the County shall hold a hearing, at which Franchisee shall have the right to appear and be heard, and thereupon the County may determine whether such conditions are material and essential to the franchise and whether Franchisee is in default with respect thereto and may thereafter declare the franchise suspended or terminated. Notice of said hearing shall be given to Franchisee by certified mail not less than five (5) business days before said hearing.

[SOCALGASFRAN2024GCCC]

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/26/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	CP Bell, Leland Weaver, and Maywood Cesar Chavez Libraries Refurbishment Projects	
PROGRAM	Capital Projects	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	None.	
COST & FUNDING	Total cost: \$3,300,000 – Bell Library \$1,300,000 – Leland Weaver Library \$1,100,000 – Maywood Cesar Chavez Library	Funding source: American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.
	TERMS (if applicable): N/A	
	Explanation:	
PURPOSE OF REQUEST	Approve the proposed three libraries capital projects and authorize Public Works to deliver the projects using Board-approved Job Order Contracts.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The Bell Library is a single-story, approximately 4,600-square-foot building constructed in 1960. The Bell Library is owned by the City of Bell and is leased and operated by Los Angeles County Library. The Leland Weaver Library is a single-story, approximately 20,000-square-foot building constructed in 1970. The Maywood Cesar Chavez Library is a single-story, approximately 5,500-square-foot building constructed in 1924. The Maywood Cesar Chavez Library is owned by the City of Maywood and is leased and operated by Los Angeles County Library. The proposed projects will remodel and refurbish the libraries. The refurbished libraries will include improved library facilities, such as updates to interior finishes, furniture, bookshelves, information technology, telecommunication systems, express-service self-checkout machines, public access computers, and Wi-Fi internet access.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7, Sustainability, by investing in County buildings to provide improved public services and workforce environments that will lead to increased productivity.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

November 26, 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 CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
BELL LIBRARY REFURBISHMENT PROJECT
LELAND WEAVER LIBRARY REFURBISHMENT PROJECT
MAYWOOD CESAR CHAVEZ LIBRARY REFURBISHMENT PROJECT
ESTABLISH CAPITAL PROJECTS
APPROVE PROJECT BUDGETS AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTS
SPECS. 7964, 7965, AND 7966
CAPITAL PROJECT NOS. 8A066, 8A045, AND 8A065
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 4)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to establish the Bell, Leland Weaver, and Maywood Cesar Chavez Libraries Refurbishment Projects; approve the project budgets and appropriation adjustment; and authorize the use of Board-approved Job Order Contracts to deliver the projects.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Bell, Leland Weaver, and Maywood Cesar Chavez Libraries Refurbishment Projects exempt from the California Environmental Quality Act for the reasons stated in this Board letter and the record of the projects.
2. Approve the proposed Bell Library Refurbishment Project, Capital Project No. 8A066, with a total project budget of \$3,300,000.
3. Approve the proposed Leland Weaver Library Refurbishment Project, Capital Project No. 8A045, with a total project budget of \$1,300,000.
4. Approve the proposed Maywood Cesar Chavez Library Refurbishment Project, Capital Project No. 8A065, with a total project budget of \$1,100,000.
5. Approve an appropriation adjustment to transfer \$3,300,000 to the proposed Bell Library Refurbishment Project, Capital Project No. 8A066; and \$235,000 to the Los Angeles County Library operating budget from the obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs.
6. Approve an appropriation adjustment to transfer \$1,300,000 to the proposed Leland Weaver Library Refurbishment Project, Capital Project No. 8A045; and \$265,000 to the Los Angeles County Library operating budget from the obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs.
7. Approve an appropriation adjustment to transfer \$1,100,000 to the proposed Maywood Cesar Chavez Library Refurbishment Project, Capital Project No. 8A065; and \$100,000 to the Los Angeles County Library operating budget from the obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs.
8. Authorize the Director of Public Works or his designee to deliver the proposed projects using Board-approved Job Order Contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to seek Board approval to find the proposed Bell, Leland Weaver, and Maywood Cesar Chavez Libraries Refurbishment Projects exempt from the California Environmental Quality Act (CEQA); establish and approve the capital projects, project budgets, and appropriation adjustment; and authorize Public Works to deliver the proposed projects using Board-approved Job Order Contracts (JOC).

Bell Library

The Bell Library is located at 4411 East Gage Avenue, Bell, CA 90201. The single-story, approximately 4,600-square-foot building was built in 1960 and consists of an adult, teen, children's, and staff work areas. The Bell Library is owned by the City of Bell and is leased and operated by the Los Angeles (LA) County Library. The proposed project would remodel and refurbish the library to provide improved facilities and services to the residents and visitors of the City of Bell. The Scope of Work includes repairing and remodeling the building's electrical and low voltage, information technology, telecommunication systems, interior finishes, signage, bookshelves, and furniture. The refurbished library would include interior upgrades to the customer service desk; adult reading, teen, and children's areas; express-service self-checkout machines; public access computers; Wi-Fi internet access; and regrading the path of travel from the parking lot to the building entrance to meet current Americans with Disabilities Act accessibility standards.

Leland Weaver Library

The Leland Weaver library is located at 4035 Tweedy Boulevard, South Gate, CA 90280. The single-story, approximately 20,000-square-foot building was built in 1970 and consists of a multipurpose room; a reading room; and an adult, teen, children's, and staff work areas. The proposed project would remodel and refurbish the library to provide improved facilities and services to the residents and visitors of the City of South Gate. The Scope of Work consist of remodeling the library entrance to include a walkway that meets current Americans with Disabilities Act accessibility guidelines, repair and upgrades to the building's low voltage, information technology, telecommunication systems, exterior and interior finishes, and the replacement of the signage, bookshelves, and furniture. The remodeled library would include a periodical reading room; a study lounge; an adult, teen, and children's areas; a multipurpose community room; two group study rooms; express-service self-checkout machines; public access computers; and Wi-Fi internet access.

Maywood Cesar Chavez Library

The Maywood Cesar Chavez library is located at 4323 East Slauson Avenue, Maywood, CA 90270. The single-story, approximately 5,500-square-foot building was built in 1924 and consists of an adult, teen, children's, and staff work areas. The Maywood Cesar Chavez Library is owned by the City of Maywood and is leased and operated by LA County Library. The proposed project would remodel and refurbish the library to provide improved facilities and services to the residents and visitors of the City of Maywood. The Scope of Work includes repairing and remodeling of the building's low

voltage, information technology, telecommunication systems, interior finishes, signage, bookshelves, and furniture. The refurbished library would include interior upgrades to the adult reading, teen, and children's areas; public access computers; and Wi-Fi internet access.

Public Works is utilizing Board-approved on-call consultants for design and construction administration and is seeking approval from the Board to carry out the construction using Board-approved JOC.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

The total project costs for the Bell, Leland Weaver, and Maywood Cesar Chavez Libraries Refurbishment Projects, including design, plan check, consultant services, construction, change order contingency, furniture, fixtures, equipment, Civic Art, and County services, are estimated at \$3,300,000; \$1,300,000; and \$1,100,000, respectively.

Approval of the appropriation adjustment (Enclosure A) will transfer a total of \$5,700,000 from the obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs as follows: \$3,100,000 to the proposed Bell Library Refurbishment Project, Capital Project (CP) No. 8A066; \$1,100,000 to the proposed Leland Weaver Library Refurbishment Project, CP No. 8A045; \$900,000 to the proposed Maywood Cesar Chavez Library Refurbishment Project, CP No. 8A065; and \$600,000 to the LA County Library operating budget for the procurement of Furniture, Fixtures, and Equipment (estimated at \$200,000 for each library) for the three projects. Additionally, the projects will reimburse the Project and Facilities Development budget for funding predevelopment costs at a future budget phase.

The project schedules and budget summaries for the projects are included in Enclosure B.

Operating Budget Impact

Following completion of the proposed projects, LA County Library would fund the additional associated maintenance and operational costs for the facility with existing budgetary resources from its operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed project budgets include one percent of the eligible design and construction costs. The Civic Art Allocations for Bell Library is estimated at \$20,000; Leland Weaver Library is estimated at \$6,000; and Maywood Cesar Chavez Library is estimated at \$6,000. The Civic Art Allocations have restricted American Rescue Plan-Enabled Capital Programs funds to be used at their respective locations or returned to the project if an acceptable art component cannot be identified.

These proposed projects are subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

LA County Library will work with the Internal Services Department, as the County's purchasing agent, to process a Purchase Order through a master vendor agreement for the Furniture, Fixtures, and Equipment procurement and installation.

ENVIRONMENTAL DOCUMENTATION

The proposed projects are categorically exempt from CEQA.

Bell Library

The proposed project consists of remodeling and refurbishing the library building and is within certain classes of projects that have been determined not to have a significant effect on the environment. The project meets the criteria set forth in Sections 15301 (a), (d), and (l); 15302 (c); and 15303 of the State CEQA Guidelines; and Classes 1 (c), (d), (h), and (i); 2; and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for repair, refurbishment, and minor alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity. Additionally, the project will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the proposed projects may cause a substantial

adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Leland Weaver Library

The Leland Weaver Library project consists of remodeling and refurbishing the library building and is within certain classes of projects that have been determined not to have a significant effect on the environment. The proposed project meets the criteria set forth in Sections 15301 (a), (d), and (l); 15302 (c); and 15303 of the State CEQA Guidelines; and Classes 1 (c), (d), (h), and (i); 2; and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed projects provide for repair, refurbishment, and minor alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity. Additionally, the proposed Bell Library project will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the proposed projects may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Maywood Cesar Chavez Library

The Maywood Cesar Chavez Library project consists of remodeling and refurbishing the library building and is within certain classes of projects that have been determined not to have a significant effect on the environment. The proposed project meets the criteria set forth in Sections 15301 (a), (d), and (l); 15302 (c); and 15303 of the State CEQA Guidelines and Classes 1 (c), (d), (h), and (i); 2; and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed projects provide for repair, refurbishment, and minor alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity. Additionally, the proposed Maywood Cesar Chavez Library project will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the proposed projects may cause a substantial adverse change in the significance of a historical resource that would make the exemptions 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 the State Office of Planning and Research in accordance with Section 21152 of the California Public Resources Code and will post the notice to the County's website pursuant to Section 21092.2.

CONTRACTING PROCESS

Public Works is utilizing Board-approved on-call consultants for design and construction administration and is requesting Board authorization to carry out the construction using a Board-approved JOC.

The proposed project scope includes remodeling, alteration, and refurbishment work, and Public Works has determined that the use of JOC is the most appropriate contracting method to deliver the proposed projects to meet the project schedules.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. The LA County Library would provide temporary library services at other nearby libraries and other suitable locations when the libraries are closed during construction.

The Honorable Board of Supervisors
November 19, 2024
Page 8

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:bh

Enclosures

cc: Arts and Culture (Civic Art Division)
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Los Angeles County Library

PINK

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

November 19, 2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2024-25

4 - VOTES

SOURCES

USES

BA DETAIL - SEE ATTACHMENT PAGE 1

BA DETAIL - SEE ATTACHMENT PAGE 1

SOURCES TOTAL \$ 6,300,000

USES TOTAL \$ 6,300,000

JUSTIFICATION

Reflects the transfer of \$5,700,000 of funding from obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs, as follows, to fully fund Refurbishment Projects for the Bell Library, the Leland Weaver Library, and the Maywood Cesar Chavez Library: \$3,100,000 to Capital Project (CP) 8A066, \$1,100,000 to CP 8A045, \$900,000 to CP 8A065, and \$600,000 to the Los Angeles County Library operating budget.

AUTHORIZED SIGNATURE JAMES YUN, MANAGER, CEO

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

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

- ACTION
- RECOMMENDATION

- APPROVED AS REQUESTED
- APPROVED AS REVISED

AUDITOR-CONTROLLER

BY _____

CHIEF EXECUTIVE OFFICER

BY _____

B.A. NO. _____

DATE _____

DATE _____

COUNTY OF LOS ANGELES
MID-YEAR BUDGET ADJUSTMENT

FY 2024-25		4 - VOTES	
SOURCES		USES	
GENERAL FUND A01-304Q COMMITTED FOR AMERICAN RESCUE PLAN-ENABLED CAPITAL PROGRAMS DECREASE OBLIGATED FUND BALANCE	5,700,000	LA COUNTY LIBRARY LELAND WEAVER LIBRARY REFURBISHMENT PROJECT A01-CP-6014-65044-8A045 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	1,100,000
		LA COUNTY LIBRARY MAYWOOD CESAR CHAVEZ LIBRARY REFURBISHMENT PROJECT A01-CP-6014-65044-8A065 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	900,000
		LA COUNTY LIBRARY BELL LIBRARY REFURBISHMENT PROJECT A01-CP-6014-65044-8A066 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	3,100,000
LA COUNTY LIBRARY B06-PL-96-9911-41200 OPERATING TRANSFERS IN INCREASE REVENUE	600,000	PROJECT AND FACILITY DEVELOPMENT A01-CF-6100-10190 OTHER FINANCING USES INCREASE APPROPRIATION	600,000
		LA COUNTY LIBRARY B06-PL-2000-41200 SERVICES & SUPPLIES INCREASE APPROPRIATION	600,000
SOURCES TOTAL	\$ 6,300,000	USES TOTAL	\$ 6,300,000

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
BELL LIBRARY REFURBISHMENT PROJECT
LELAND WEAVER LIBRARY REFURBISHMENT PROJECT
MAYWOOD CESAR CHAVEZ LIBRARY REFURBISHMENT PROJECT
ESTABLISH CAPITAL PROJECTS
APPROVE PROJECT BUDGETS AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTS
SPECS. 7964, 7965, AND 7966
CAPITAL PROJECT NOS. 8A066, 8A045, AND 8A065
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 4)
(4 VOTES)**

I. BELL LIBRARY PROJECT SCHEDULE

Project Activity	Completion Date
Construction Documents	Q4 2024
Jurisdictional Approvals	Q4 2024
Construction	
Substantial Completion	Q2 2026
Project Acceptance	Q3 2026

II. BELL LIBRARY PROJECT BUDGET

Budget Category	Budget
Construction	\$2,000,000
Furniture, Fixtures, and Equipment	\$235,000
Civic Art	\$20,000
Plans and Specifications	\$420,000
Consultant Services	\$45,000
Miscellaneous Expenditures	\$10,000
Jurisdictional Review/Plan Check/Permits	\$80,000
County Services	\$490,000
Total	\$3,300,000

III. LELAND WEAVER LIBRARY PROJECT SCHEDULE

Project Activity	Completion Date
Construction Documents	Q3 2024*
Jurisdictional Approvals	Q4 2024
Construction	
Substantial Completion	Q1 2026
Project Acceptance	Q1 2026

*Indicates a completed activity

IV. LELAND WEAVER LIBRARY PROJECT BUDGET

Budget Category	Budget
Construction	\$550,000
Furniture, Fixtures, and Equipment	\$265,000
Civic Art	\$6,000
Plans and Specifications	\$160,000
Consultant Services	\$30,000
Miscellaneous Expenditures	\$2,000
Jurisdictional Review/Plan Check/Permits	\$30,000
County Services	\$257,000
Total	\$1,300,000

V. MAYWOOD CESAR CHAVEZ LIBRARY PROJECT SCHEDULE

Project Activity	Completion Date
Construction Documents	Q4 2024
Jurisdictional Approvals	Q4 2024
Construction	
Substantial Completion	Q1 2026
Project Acceptance	Q2 2026

VI. MAYWOOD CESAR CHAVEZ LIBRARY PROJECT BUDGET

Budget Category	Budget
Construction	\$610,000
Furniture, Fixtures, and Equipment	\$100,000
Civic Art	\$6,000
Plans and Specifications	\$135,000
Consultant Services	\$45,000
Miscellaneous Expenditures	\$2,000
Jurisdictional Review/Plan Check/Permits	\$22,000
County Services	\$180,000
Total	\$1,100,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	12/10/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Regional Planning	
SUBJECT	Tune Up Series 003 Ordinance	
PROGRAM	Tune Up Program (Regional Planning code consistency)	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The Ordinance re-organizes Division 10 of Title 22 to accommodate the adoption of the West San Gabriel Valley, South Bay, and Westside Area Plans. Those area plans implement the Housing Element rezoning program, as required by State Housing Law. Adoption of this Ordinance is necessary before adoption of those area plans, which must be adopted by February 12, 2025.	
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Adopt an ordinance revising Los Angeles County Code Title 2 (Administration) and Title 22 (Planning and Zoning) to correct errors across 13 subject areas.	
BACKGROUND (include internal/external issues that may exist including any related motions)	In 2019, the Regional Planning Commission initiated the Tune Up Program to periodically update the County Code. This Program ensures that the Code is consistent with state law, error-free, and implementable. Tune Up Series 003 is the latest Ordinance in this program and improves implementation of the County Code.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Kenneth Warner, Regional Planner (213) 974-6432 ordinance@planning.lacounty.gov	

December 10, 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 TUNE UP SERIES 003 ORDINANCE
PROJECT NO. PRJ2023-003193-(1-5)
ADVANCE PLANNING CASE NO. RPPL2023004662
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

The recommended actions are to find the Tune Up Series 003 Ordinance (Ordinance), revising Los Angeles County Code Title 2 (Administration) and Title 22 (Planning and Zoning) to correct errors across 13 subject areas, exempt from the California Environmental Quality Act (CEQA) and to approve the Ordinance. A summary of the project is included as Attachment 1. The Ordinance is included in two parts as Attachments 2 and 3.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Find that the Ordinance is categorically exempt from CEQA for the reasons stated in this Board letter and in the record;
2. Indicate its intent to approve the Ordinance (Advance Planning Case No. RPPL2023004662) as recommended by the Regional Planning Commission (RPC); and
3. Instruct County Counsel to prepare the necessary final documents amending Titles 2 and 22 of the County Code and present them to the Board for their consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Ordinance revises Titles 2 and 22 to correct discrepancies, typographical errors, and outdated and redundant provisions.

The Ordinance is consistent with the General Plan and supportive of its policies, including Policy LU 2.10: Ensure consistency between land use policy and zoning by undergoing a comprehensive zoning consistency analysis that includes zoning map changes and Zoning Code amendments, as needed.

On September 18, 2024, the RPC held a public hearing and voted unanimously to recommend approval of the Ordinance. A summary of the RPC public hearing proceedings is included as Attachment 4. The RPC's resolution is included as Attachment 5.

Key Components

On December 11, 2019, the RPC established the Tune Up Program by authorizing periodic updates to Title 22 – Planning and Zoning of the County Code to make corrections and clarifications on an annual or as-needed basis to ensure Title 22 is consistent with state law, coherent, error-free, and implementable. These amendments, known as “tune ups,” are generally technical and accomplished by ordinance. Tune Up Series 003 Ordinance:

Updates language to reflect current RPC advisory membership: The Ordinance revises Title 2 to reflect the current advisory members of the RPC and deletes references to obsolete state statutes.

Simplifies and clarifies provisions of the Public Art in Private Development Program: The Ordinance revises Sections 22.14.160 (P) and 22.246.090 (Public Art in Private Development Program) to improve the implementation of the Public Art in Private Development Ordinance.

Clarifies provisions for fences and walls: The Ordinance adds a figure to Section 22.110.070 (Fences and Walls) to illustrate allowable fence or wall heights in Zone R-1 yards and amends Section 22.140.430 (Outdoor Storage) to correct errors related to fence or wall modifications.

Edits for consistency regarding home-based occupations: The Ordinance clarifies that Section 22.140.290 (Home-Based Occupations) applies to home-based occupations in additional commercial zones (C-H, C-1, C-2, C-3, and C-M) when accessory to a residential use and adds a cross-reference to Table 22.20.030-C for further clarity.

Corrects typographical errors as follows:

Sections 22.20.050 (Development Standards for Zones C-H, C-1, C-2, C-3, and C-M), 22.140.550 (Secondhand Stores), 22.140.610 (Wineries), and 22.196.010 (Yard Modifications, Applicability): Corrects obsolete code references.

Section 22.140.580 (Single-Family Residences): Removes an extraneous article (“the” in Subsection F.3).

22.166.050 (Discretionary Housing Permit): Corrects the spelling of “complementary.”

Section 22.312.080.H.1.a.i (Twin Lakes Community Standards District, Area-Specific Development Standards, Area 1, Slope Intensity Formula): Inserts an omitted parenthesis.

Corrects names of County offices in the following Sections: 22.22.080 (Development Standards for Zone M-2.5), 22.250.040 (eRecordation Fee), 22.222.290 (Bonds and Insurance), 22.124.090 (Process for Designation of a Landmark), 22.124.100 (Process for Designation of a Historic District), 22.240.050 (Fee for Appeals), and 22.250.010 (Filing Fees and Deposits).

Clarifies parking as a transitional use for Zones C-RU and MXD-RU: The Ordinance clarifies that Zones C-RU and MXD-RU are qualifying zones for Parking as a Transitional Use (Section 22.140.440).

Clarifies procedures for appeals and calls for review: The Ordinance revises Section 22.240.060 (Procedures for Appeals and Calls for Review) to clarify the guidelines for the appeal and review processes.

Clarifies the Director’s interpretation authority: The Ordinance clarifies that in Section 22.234.020 (Authority), the Director has the authority to revise or withdraw existing interpretations.

Streamlines the administration of supplemental fee agreements: The Ordinance streamlines the administration of supplemental fee agreements (Section 22.262.040) by allowing the Department of Regional Planning to execute these agreements.

Administratively reformats community standards districts to align with the Planning Areas Framework: The Ordinance repeals and replaces Division 10 to introduce planning area standards districts and align community standards districts with the Planning Areas Framework established by the General Plan. Within Division 10, typographical and formatting errors are corrected. Division 10 also clarifies that incidental walkways within required landscaped buffers are not allowed in the Altadena Community Standards District.

Corrects the Florence-Firestone Transit-Oriented District Specific Plan: The Ordinance makes corrections to the asterisks and notes in tables in the Florence-Firestone Transit Oriented District Specific Plan (Chapter 22.418) to ensure provisions such as locational standards, review requirements for housing uses, and driveway depths are implementable.

Implementation of Strategic Plan Goals

Adoption of the Ordinance promotes Strategic Plan North Star 3 – Realize tomorrow’s government today, through Focus Area Goal A – Communication & Public Access, Strategy 1 – Customer Service, in that the Ordinance revises the County Code to be error-free and easy to understand.

FISCAL IMPACT/FINANCING

Adoption of the Ordinance will not result in additional costs to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the public hearing conducted by the RPC on September 18, 2024, a public hearing before the Board is required pursuant to Section 22.232.040.B.1 of the County Code and Section 65856 of the California Government Code. Required notice was provided pursuant to the requirements set forth in Section 22.222.180 of the County Code.

ENVIRONMENTAL DOCUMENTATION

The Ordinance is categorically exempt from CEQA pursuant to Section 15305 (Class 5 Exemption – Minor Alternations in Land Use Limitations) and Section 15061(b)(3) (Common Sense Exemption) of the CEQA and County environmental guidelines. The Ordinance is administrative in nature and has no physical effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Ordinance will not significantly impact County services.

For further information, please contact Ken Warner of the Ordinance Studies Section at (213) 974-6432, or ordinance@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:ER:BD:AS:KW:ar

Attachments:

1. Project Summary
2. Ordinance Summary
3. Draft Ordinance: Volume 1
4. Draft Ordinance: Volume 2
5. Summary of RPC Public Hearing Proceedings
6. RPC Resolution
7. Notice of Public Hearing

c: Executive Office, Board of Supervisors
Assessor
Chief Executive Office
County Counsel
Public Health
Public Works

**COUNTY OF LOS ANGELES
DEPARTMENT OF REGIONAL PLANNING**

PROJECT SUMMARY

PROJECT DESCRIPTION: The Ordinance (Project No. 2023-003193-(1-5), Advance Planning Case No. RPPL20234662) amends the Los Angeles County Code (Titles 2 and 22) to correct errors across 13 subject areas as detailed in the record for this Project.

REQUEST: Approval and adoption of the Ordinance.

LOCATION: Unincorporated areas in Los Angeles County

STAFF CONTACT: Ken Warner, Regional Planner
(213) 974-6432
ordinance@planning.lacounty.gov

RPC HEARING DATE(S): September 18, 2024

MEMBERS VOTING AYE: Commissioners Duarte-White, Hastings, Louie, Moon, O'Connor

MEMBERS VOTING NAY: None

MEMBERS ABSENT: None

MEMBERS ABSTAINING: None

KEY ISSUES: The Ordinance (1) removes outdated language regarding Regional Planning Commission advisory membership (Chapter 2.108 - Regional Planning Commission); (2) clarifies definitions (Section 22.14.160 - P) and provisions (Section 22.246.090) of the Public Art in Private Development Program; (3) illustrates provisions for Fences and Walls (Section 22.110.070); (4) corrects procedures for modifying or removing required fences and walls for Outdoor Storage (Section 22.140.430); (5) corrects commercial zone accessory use code references (Section 22.20.030 - Land Use Regulations for Zones C-H, C-1, C-2, C-3, C-M, C-MJ, and C-R) for Home-Based Occupations (Section 22.140.290); (6) corrects typographical errors in Sections 22.20.050 (Development Standards for Zones C-H, C-1, C-2,

C-3, and C-M); 22.166.050 (Discretionary Housing Permit); 22.196.010 (Applicability of Yard Modifications chapter); 22.312.080 (Area-Specific Development Standards of Castaic Area Community Standards District chapter); and Chapter 22.140 (Standards for Specific Uses); (7) corrects outdated names of County offices in Sections 22.22.080 (Development Standards for Zone M-2.5); 22.124.090 (Process for Designation of a Landmark); 22.124.100 (Process for Designation of a Historic District); 22.222.290 (Bonds and Insurance); 22.240.050 (Fee for Appeals); 22.250.010 (Filing Fees and Deposits); and 22.250.040 (eRecordation Fee); (8) corrects the qualifying zones for Parking as a Transitional Use (Section 22.140.440); (9) clarifies Procedures for Appeals and Calls for Review (Section 22.240.060); (10) clarifies the Director's Authority to withdraw or revise interpretations (Section 22.234.020); (11) simplifies the administration of a Supplemental Fee Agreement (Section 22.262.040); (12) administratively re-formats Community Standards Districts to conform with the Planning Area framework of the General Plan (Division 10 – Planning Area and Community Standards Districts) and clarifies the prohibition of incidental walkways in landscaped buffers in the Altadena Community Standards District (Section 22.306.070 - Zone-Specific Development Standards); and (13) corrects errors in the Florence-Firestone Transit-Oriented District Specific Plan Zones and Development Standards (Chapter 22.418).

MAJOR POINTS FOR:

The Ordinance resolves discrepancies and typographical errors across multiple sections of Titled 2 and 22, making the County Code more accurate and consistent. By clarifying provisions, the Ordinance ensures smoother and more predictable implementation for staff, applicants, and the public. The Ordinance aligns community standards districts with the Planning Areas Framework, supporting cohesive land use policy and zoning consistency as outlined in the General Plan.

MAJOR POINTS AGAINST:

As the Ordinance primarily addresses technical corrections and clarifications, some community members may perceive it as having limited impact on addressing more substantive planning issues or community concerns. Although the Ordinance does

not introduce new policies, the changes to language and organization could be misinterpreted as more significant amendments, potentially leading to confusion or misinformation.

ATTACHMENT 2: TUNE UP SERIES 003 ORDINANCE SUMMARY

Subject	Ordinance Section	County Code Sections	Proposed Changes
RPC Advisory Membership	1	2.108.010	Removes outdated language to clarify that advisory members of the RPC consist of the Director of Public Works and Fire Chief
		2.108.010, 2.108.020, and 2.108.030	Removes references to repealed State statutes
Public Art in Private Development Program	3	22.14.160	Clarifies the definition of “Alteration” to include repairs that change the use of a building or structure
			Modifies the definition of “Building Valuation” by deleting language to clarify that the term applies to the total value of all permitted construction work
			Simplifies the definition of “Deposit of Security” by modifying the language from one percent of the building valuation to the Eligible Project Value
			Revises the definition of “Eligible Project” to include any such project for repair, addition, or alterations of existing buildings and clarifies the use of CPI to adjust the building valuation eligibility threshold
			Revises the definition for “Eligible Project Value” to equal the total value of the Public Art allocation based on one percent of the eligible building valuation of Eligible Projects
	25	22.246.090	Adds provisions to exempt repair or alterations of an existing building (unless changing the use of a building), and commercial and industrial development for use by a public entity under the control of the Board of Supervisors

			Adds language to clarify that the Policies and Procedures of the Department of Arts and Culture govern maintenance of Public Art
Fences and Walls	7	22.110.070	Inserts new figure for clarity of allowable fence heights in Zone R-1
	12	22.140.430	Adds language allowing modification of fence or wall requirements for outdoor storage with approval of a Ministerial Site Plan
			Removes language that required the removal of required fences and walls for outdoor storage if the reason for establishing the fences or walls was removed
Home-Based Occupations	4	22.20.030	Adds cross-reference to provisions for home-based occupations to accessory use table
	10	22.140.290	Adds commercial zones to the list of applicable zones
Typographical Errors	5	22.20.050	Corrects reference to 22.140.350.A.5.h
	11	22.140.350	Corrects internal reference to Subsection A.5.a
	14	22.140.550	Corrects reference to 22.140.350
	15	22.140.580	Removes extraneous article
	16	22.140.610	Corrects internal reference to Subsection D.3.b
	17	22.166.050	Corrects the spelling of 'complementary'
	18	22.196.010	Corrects reference to 22.110.080.E.3
	29	22.312.080	Inserts an omitted parenthesis
Names of Offices	6	22.22.080	Removes outdated language referencing the Registrar-Recorder's Office
	27	22.250.040	

	8	22.124.090	Removes outdated language referencing the Executive Officer-Clerk of the Board
	9	22.124.100	
	20	22.222.290	
	23	22.240.050	
	26	22.250.010	Removes outdated language referencing the planning business office
Parking as a Transitional Use	13	22.140.440	Adds Zones C-RU and MXD-RU to the qualifying zones of this section
Procedures for Appeals and Calls for Review	19	22.222.230	Clarifies that a processing fee is required when appealing a decision
	22	22.240.030	
	24	22.240.060	Adds language to allow the Appeal Body to include findings from any additional information discovered between the time of the original decision and the start of the appeal or review hearing
			Adds language to clarify that a new application is not required when changes are made due to objections by the staff or Appeal Body, including written comments before or testimony during an appeal hearing
			Adds language for consistency with revised Subsection C.1
			Removes language duplicative of Section 22.222.230
			Removes references to a previously removed provision in Subsection E.4
Interpretation Authority	21	22.234.020	Clarifies that the Director may withdraw or revise previously issued interpretations

Supplemental Fee Agreements	28	22.262.040	Adds language to give authority to DRP to execute supplemental fee agreements, rather than the CEO
			Adds language to allow fund deposits and meetings for supplemental fee agreements on an as-needed basis
Re-Formatting of Community Standards Districts	29	Title 22, Division 10	Repeals and replaces Division 10 in its entirety to reformat community standards districts geographically by Planning Area
Altadena Community Standards District Landscaped Buffers		Proposed 22.320.090	Clarifies that the intent of this section is to prohibit incidental walkways in required landscape buffers
Florence-Firestone Transit-Oriented District Specific Plan	30	22.418.050	In the mixed use zones principal use regulations table under the category of Day Care, clarifies that reference to Section 22.418.060.B applies only to adult day care centers and child care centers serving less than 50 children
			Corrects note for joint live and work units
	31	22.418.060	In the residential zones principal use regulations table under the category of Cultural, Educational, and Institutional Uses, clarifies that reference to Section 22.418.060.B applies only to community centers, libraries, and museums
			In the same table, clarifies that certain residential uses require a Ministerial Site Plan Review
			In the same table under the category of Day Care, clarifies that reference to Section 22.418.060.B applies only to adult day care centers and child care centers less than 50 children

			In the same table under the category of Retail/Commercial/Service Uses, clarifies that reference to Section 22.418.060.B applies to all uses except farmers' markets
			In the residential zones development standards table, clarifies that driveway depths between 3 and 18 feet are prohibited
	32	22.418.100	Removes an unnecessary asterisk

ATTACHMENT

October 23, 2024

**HEARING ON TUNE UP SERIES 003 ORDINANCE
PROJECT NO. PRJ2023-003193-(1-5)
ADVANCE PLANNING CASE NO. RPPL2023004662
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

This Board letter has a large attachment.
Click on link to access:

[10.23.24 - Item20 - RP - Tune Up Series 003 Ordinance.pdf](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/23/2024		
BOARD MEETING DATE	12/10/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Regional Planning		
SUBJECT	Owen Brown Gravesite Landmark		
PROGRAM	Historic Preservation		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	None.		
COST & FUNDING	Total cost:	\$0.00	Funding source:
			NA
	TERMS (if applicable):		
	NA		
	Explanation:		
	NA		
PURPOSE OF REQUEST	As recommended by the Historical Landmarks and Records Commission, this action is to designate the Owen Brown Gravesite as a County Landmark.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>There are no issues related to this item.</p> <p>Motion:</p> <ol style="list-style-type: none"> 1. Find that the project is exempt from the provisions of CEQA for the reasons stated in this Board Letter and in the record; and 2. Indicate its intent to designate the subject property as a County Landmark, as recommended by the Historical Landmarks and Records Commission; and 3. Instruct County Counsel to prepare the necessary final documents to designate the subject property as a County Landmark for the Board's consideration. 		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		

**DEPARTMENTAL
CONTACTS**

Name, Title, Phone # & Email:

Dean Edwards, Senior Planner, (213) 974-0087, dedwards@planning.lacounty.gov

Bruce Durbin, Supervising Planner, 213-893-7043, bdurbin@planning.lacounty.gov

Edward Rojas, Assistant Administrator, (213) 893-7466, erojas@planning.lacounty.gov

Connie Chung, Deputy Director, 213-893-7038, cchung@planning.lacounty.gov

,

December 10, 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:

**OWEN BROWN GRAVESITE LANDMARK DESIGNATION
PROJECT NO. PRJ2022-002656-(5)
CASE NO. RPPL2022008240
(FIFTH SUPERVISORIAL DISTRICT) (3-VOTES)**

SUBJECT

The recommended actions are to find the Owens Brown Gravesite Landmark Designation is exempt under the California Environmental Quality Act (CEQA) and to designate the Owen Brown Gravesite, located at the northern terminus of El Prieto Road, on APN 5863-003-004 and in the unincorporated community of Altadena, as a County of Los Angeles (County) Landmark.

IT IS RECOMMENDED THAT THE BOARD,

1. Find that the project is exempt from the provisions of CEQA for the reasons stated in this Board Letter and in the record;
2. Indicate its intent to designate the subject property as a County Landmark, as recommended by the Historical Landmarks and Records Commission; and
3. Instruct County Counsel to prepare the necessary final documents to designate the subject property as a County Landmark for the Board's consideration..

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to designate the subject property as a County Landmark, thereby preserving the County's distinctive history.

The subject property is associated with the life of a person who is significant in the history of the nation, state, and community of Altadena. Specifically, the property is the site of the grave of celebrated abolitionist, Owen Brown who participated in a raid in 1859 on an armory in Harpers Ferry, West Virginia, to initiate a slave revolt. After escaping capture, he homesteaded near the gravesite where his body was interred in 1889.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan North Star 2 (Foster Vibrant and Resilient Communities). Designating Landmarks and Historic Districts preserves the unincorporated community's cultural heritage, thereby fostering community vibrancy.

FISCAL IMPACT/FINANCING

There is no fiscal impact for this project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Historical Landmarks and Records Commission Recommendation

Pursuant to County Code Section 22.124.090.B, at a duly noticed public hearing held on April 12, 2024, the Historical Landmarks and Records Commission (Landmarks Commission) unanimously adopted a resolution to recommend that the Board of Supervisors find that the designation of the subject property as a County Landmark is categorically exempt from the provisions of the CEQA and adopt a resolution designating the subject property as a County Landmark. The Landmark's Commission's resolution is attached.

Board Public Hearing Requirement

Pursuant to County Code Section 22.124.090, a public hearing before the Board is required because consent to the designation was not obtained from the property owner.

Board Consideration

Pursuant to County Code Section 22.124.090.C, following the filing by the Landmarks Commission of an adopted resolution, the Board is also required to adopt a resolution approving the landmark designation, in whole or in part and with or without modifications; or disapproving the landmark designation and deny the nomination application if the Board determines that the criteria applicable to the designation have not been met.

Designation Effective Date

Pursuant to County Code Section 22.124.090.D, a landmark designation shall be effective as of the date a resolution approving the designation is adopted by the Board.

Procedures Upon Approval

Pursuant to County Code Section 22.124.090.E, upon the effective date of a landmark designation, the Landmarks Commission shall promptly enter the property into the County Register as a County Landmark and shall specify the effective date of the landmark designation.

Pursuant to County Code Section 22.124.090.F, the Director of the Department of Regional Planning shall cause a document titled "Notice of Landmark Designation" to be promptly recorded with the Registrar-Recorder/County Clerk upon the effective date of a landmark designation.

ENVIRONMENTAL DOCUMENTATION

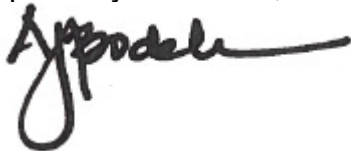
Pursuant to Section 15331 (Historical Resource Restoration/Rehabilitation—Class 31) of CEQA, a historic landmark designation is categorically exempt from the provisions of the CEQA because the designation will preserve a historical resource in a manner consistent with the Secretary of the Interior's *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (1995).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed action will not impact current County services or projects.

For additional information regarding this item, please contact Dean Edwards at dedwards@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:ER:BD:DE:ar

Attachments:

1. Draft Board Resolution
2. HLRC Resolution

c: Executive Officer, Board of Supervisors

The Honorable Board of Supervisors
December 10, 2024
Page 4

Chief Executive Office
County Counsel
Historical Landmarks and Records Commission

S_12_10_2024_AP_BL_OWEN_BROWN_GRAVESITE_LANDMARK_DESIGNATION

**DRAFT RESOLUTION
COUNTY OF LOS ANGELES
BOARD OF SUPERVISORS
OWEN BROWN GRAVESITE LANDMARK DESIGNATION
PROJECT NO. PRJ2022-002656-(5)
CASE NO. RPPL2022008240**

WHEREAS, on [date], the Los Angeles County ("County") Board of Supervisors ("Board") found the project categorically exempt from the California Environmental Quality Act, pursuant to Section 15331 of the State CEQA Guidelines (Historical Resource Restoration/Rehabilitation – Class 31) and designate the Owen Brown Gravesite, located near the northern terminus of El Prieto Road, on APN 5863-003-004 in the unincorporated community of Altadena, as a County Landmark pursuant to Section 22.124 of the County Code; and

WHEREAS, the Board finds:

1. On February 27, 2024, the Board of Supervisors nominated the subject property to be designated as a Los Angeles County landmark.
2. The gravesite is located at the northern terminus of El Prieto Road, on APN 5863-003-004, in the unincorporated community of Altadena, in the Fifth Supervisorial District and in the Angeles National Forest.
3. The subject property is approximately 5.58 acres in size and located on a hilltop in the San Gabriel Mountain foothills. The gravesite is accessible by a footpath that begins at the terminus of El Prieto Road. The gravesite is marked by a rustic commemorative stone, and by additional stones placed to mark the presumed outline of the interred body. Two interpretive panels, three benches, and a directional sign are located on the site.
4. The boundaries of the proposed landmark follow the boundaries of APN 5863-003-004.
5. In 1859, Owen Brown participated in a raid, led by his abolitionist father, John Brown, on an armory in Harpers Ferry, West Virginia, to initiate a slave revolt. Owen Brown's father, John Brown, was executed after being tried in December of 1859, but Owen Brown escaped capture. In approximately 1884, Owen Brown relocated to Pasadena, California where his sister lived. Soon after, he began homesteading with his brother in the foothills of Altadena. They were visited at their homestead by admirers of Owen Brown's abolitionist work. In 1889, Owen Brown died. His funeral service at the Tabernacle in Pasadena was attended by approximately 2,000 mourners, notably Caucasian and African American. In 1898, a commemorative stone, replacing the original wood marker, was placed

on his gravesite by his friend Horatio Nelson Rust. The commemoration ceremony was attended by prominent community leaders. By 1907, a ring of stones was added indicating the presumed placement of the body. From Owen Brown's death to 1942, the gravesite was a place of pilgrimage by admirers of his abolitionist work. In 1948, police investigated reports of desecration of the gravesite. In 1972, the United States Forest Service restored the vandalized stone. In 2002, the disappearance of the stone led to its retrieval and storage. In 2021, the stone was restored to its original location and configuration on the basis of historic photos. In 2023, the interpretative panels and benches were installed, and the existing directional sign was updated.

6. Pursuant to County Code Section 22.124.070.A, the property is eligible for designation because the following criteria have been met. The landmark is:
 - a. 50 years of age or older. Owen Brown was interred at the site in 1889, 135 years ago; and
 - b. Associated with the lives of persons who are significant in the history of the nation, state, and of the community in which it is located. Specifically, it marks the gravesite and commemorates the life of celebrated abolitionist Owen Brown.
7. Historic integrity is commonly defined as the ability of a site to convey its historical significance and is the composite of seven qualities: location, design, setting, materials, workmanship, feeling, and association. The setting has retained its integrity as the upper foothills are relatively undeveloped, the site remains undeveloped, and the gravestone has been restored to its original location and configuration. The additions of the interpretive signs and the benches do not detract from this integrity, and they enhance the feeling of association since they inform visitors of the historic importance of the site.
8. The National Park Service defines period of significance as "the span of time during which significant events and activities occurred" associated with the historic site. Although Owen Brown lived in the immediate vicinity of the subject property, no evidence directly associating him with the subject property before his internment was discovered. Therefore, the period of significance of the subject property is 1889, when Owen Brown was interred, to 1907, when the original ring of stones was placed around the gravesite.
9. Pursuant to County Code Section to 22.14.080 – H, character-defining features are the materials, forms, location, spatial configurations, uses, and cultural associations or meanings that contribute to the historic character of an historic

resource that must be retained to preserve that character. The character-defining features of the subject property are attached.

10. Pursuant to County Code Section 22.124.090.A, the County noticed the record owner of the nomination. The owner did not certify in writing that they consent to the landmark designation and therefore a public hearing is required before the Board of Supervisors.
11. On July 26, 2024, CAI Holdings, LLC sold the subject property to the Santa Monica Mountains Conservancy (SMMC). Pursuant to County Code Section 22.124.270, the SMMC and the owner of record, CAI Holdings LLC were noticed of this public hearing.
12. On July 26, 2024, Historical Landmarks and Records Commission voted unanimously to recommend that Board find the project categorically exempt from the California Environmental Quality Act and designate the subject property as a County Landmark.
13. Pursuant to County Code Section 22.124.140, a Certificate of Appropriateness is required to authorize certain work on the landmark.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Find the project categorically exempt from the California Environmental Quality Act, pursuant to Section 15331 of the State CEQA Guidelines (Historical Resource Restoration/Rehabilitation – Class 31);
2. The property located at northern terminus of El Prieto Road, on APN 5863-003-004 and in the unincorporated community of Altadena, as a County Landmark is hereby designated as a Los Angeles County Historic Landmark;
3. Pursuant to County Code Section 22.14.080, character-defining features are defined as “the materials, forms, location, spatial configurations, uses, and cultural associations or meanings that contribute to the historic character of a historic resource that must be retained to preserve that character.” The property’s character-defining features are attached; and
4. Pursuant to County Code section 22.124.190.A, the effective date of this designation is [date] and the decision of the Board is final.

EDWARD YEN
Executive Officer-Clerk of the Board of
Supervisors of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:
DAWYN HARRISON
County Counsel

By: _____
Senior Deputy

Attachment: Character-defining Features

RESOLUTION
HISTORICAL LANDMARKS AND RECORDS COMMISSION
OWEN BROWN GRAVESITE LANDMARK DESIGNATION
PROJECT NO. PRJ2022-002656-(5)
CASE NO. RPPL2022008240

WHEREAS, on July 26, 2024, the Los Angeles County ("County") Historical Landmarks and Records Commission ("Landmarks Commission"), considered a recommendation that the Board of Supervisors find the project categorically exempt from the California Environmental Quality Act, pursuant to Section 15331 of the State CEQA Guidelines (Historical Resource Restoration/Rehabilitation – Class 31) and designate the Owen Brown Gravesite, located at the northern terminus of El Prieto Road, on APN 5863-003-004 and in the unincorporated community of Altadena, as a County Landmark pursuant to Section 22.124 of the County Code; and

WHEREAS, the Landmarks Commission finds:

1. On February 27, 2024, the Board of Supervisors nominated the subject property to be designated as a Los Angeles County landmark.
2. The gravesite is located at the northern terminus of El Prieto Road, on APN 5863-003-004, in the unincorporated community of Altadena, in the Fifth Supervisorial District and in the Angeles National Forest.
3. The subject property is approximately 5.58 acres in size and located on a hilltop. The gravesite is accessible by a footpath that begins near the terminus of El Prieto Road. The gravesite is marked by a rustic commemorative stone, and by additional stones placed to mark the presumed outline of the interred body. Two interpretive panels, three benches, and a directional sign are located on the site.
4. The boundaries of the proposed landmark follow the boundaries of APN 5863-003-004.
5. In 1859, Owen Brown participated in a raid, led by his abolitionist father, John Brown, on an armory in Harpers Ferry, West Virginia, to initiate a slave revolt. Owen Brown's father, John Brown, was executed after being tried in December of 1859, but Owen Brown escaped capture. In approximately 1884, Owen Brown relocated to Pasadena, California where his sister lived. Soon after, he began homesteading with his brother in the foothills of Altadena. They were visited at their homestead by admirers of Owen Brown's abolitionist work. In 1889, Owen Brown died. His funeral service at the Tabernacle in Pasadena was attended by approximately 2,000 mourners, notably Caucasian and African Americans. In 1898, a commemorative stone, replacing the original wood marker, was placed on his gravesite by his friend Horatio Nelson Rust. The commemoration ceremony

was attended by prominent community leaders. By 1907, a ring of stones was added indicating the presumed placement of the body. From Owen Brown's death to 1942, the gravesite was a place of pilgrimage by admirers of his abolitionist work. In 1948, police investigated reports of desecration of the gravesite. In 1972, the United States Forest Service restored the vandalized stone. In 2002, the stone's disappearance led to its retrieval and storage. In 2021, the stone was restored to its original location and configuration based on historic photos. In 2023, the interpretative panels and benches were installed, and the existing directional sign was updated.

6. Pursuant to County Code Section 22.124.070.A, the property is eligible for designation because the following criteria have been met. The landmark is:
 - a. 50 years of age or older. Owen Brown was interred at the site in 1889, 135 years ago; and
 - b. Associated with the lives of persons who are significant in the history of the nation, state, and of the community in which it is located. Specifically, it marks the gravesite and commemorates the life of celebrated abolitionist Owen Brown.
7. Historic integrity is commonly defined as the ability of a site to convey its historical significance and is the composite of seven qualities: location, design, setting, materials, workmanship, feeling, and association. The setting has retained its integrity as the upper foothills are relatively undeveloped, the site remains undeveloped, and the gravestone has been restored to its original location and configuration. The additions of the interpretive signs and the benches do not detract from this integrity, and they enhance the feeling of association since they inform visitors of the historic importance of the site.
8. The National Park Service defines period of significance as "the span of time during which significant events and activities occurred" associated with the historic site. Although Owen Brown lived in the immediate vicinity of the subject property, no evidence directly associating him with the subject property before his internment was discovered. Therefore, the period of significance of the subject property is 1889, when Owen Brown was interred, to 1907, when the original ring of stones was placed around the gravesite.
9. Pursuant to County Code Section to 22.14.080 – H, character-defining features are the materials, forms, location, spatial configurations, uses, and cultural associations or meanings that contribute to the historic character of an historic

resource that must be retained to preserve that character. The character-defining features of the subject property are attached.

10. Pursuant to County Code Section 22.124.090.A, the County noticed the record owner of the nomination. The owner did not certify in writing that they consent to the landmark designation and therefore a public hearing is required before the Board of Supervisors.
11. Pursuant to County Code Section 22.124.140, a Certificate of Appropriateness is required to authorize certain work on the landmark.
12. Two letters of support have been received for this case.
13. LA County Planning staff, Mr. Edwards presented the case to the Commission.

Three people testified in support of designation, including Ms. Zack and Mr. Burton of the Owen Brown Gravesite that led the nomination effort. In response to the Commission's inquiry, Ms. Zack testified that she became initially involved with the effort through her participation with Altadena Heritage who led the effort to preserve the property.

A testifier inquired about the CEQA determination and future site improvements. Mr. Edwards responded that the project is categorically exempt from CEQA because it involves the restoration/rehabilitation of a historic resource, and that no known improvements are planned for the property. Counsel provided additional information regarding CEQA reporting requirements.

The Commission expressed interest in participating in an effort with Supervisor Barger's office to install a landmark plaque on the property. Commissioners Kahle and Sands, and Ms. Zack volunteered to assist.

NOW, THEREFORE, BE IT RESOLVED THAT the Historical Landmarks and Records Commission recommends that the Board of Supervisors of the County of Los Angeles:

1. Find the project categorically exempt from the California Environmental Quality Act, pursuant to Section 15331 of the State CEQA Guidelines (Historical Resource Restoration/Rehabilitation – Class 31); and
2. Adopt a resolution designating the Owen Brown Gravesite, located at the northern terminus of El Prieto Road on APN 5863-003-004 in the unincorporated community of Altadena, as a County Landmark.

I hereby certify that the foregoing Resolution was adopted by a majority of the voting members of the Historical Landmarks and Records Commission on July 26, 2024.



Chair Stephen J. Sass
Historical Landmarks and Records Commission
County of Los Angeles

APPROVED AS TO FORM:
DAWYN HARRISON
County Counsel

By Thomas R. Parker 7/26/2024
Thomas Parker
Senior Deputy County Counsel
Property Division

VOTES

Yes: Commissioners: Benjamin J. Kahle, Carol A. Kearns, Sharon Sand,
Vice Chair Yolanda Duarte-White, and Chair Stephen J. Sass

No: None

Abstain: None

Absent: None

Attachments: Character-defining Features

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	12/10/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Regional Planning	
SUBJECT	West San Gabriel Valley Area Plan	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Adopt the West San Gabriel Valley Area Plan (WSGVAP) and the associated amendments to: (1) the General Plan and its accompanying Land Use Policy Map; (2) Title 22 (Planning and Zoning) of the Los Angeles County Code, including the zoning map; and (3) rescind the Altadena Community Plan and incorporate updated community-level policies, goals, and Land Use Policy Map revisions into the WSGVAP, collectively known as the Project. The WSGVAP is a component of the General Plan that guides development in the nine unincorporated communities within the West San Gabriel Valley Planning Area, over the next 20 years. The Project implements the goals and policies and maintains consistency with the General Plan. The Board will also consider the certification of the Program Environmental Impact Report (PEIR), which includes the Final PEIR and Draft PEIR; and adoption of the CEQA Findings of Fact, Statement of Overriding Considerations, and County Mitigation Monitoring and Reporting Program.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The WSGVAP Project was initiated in July 2023 to establish the WSGVAP as a component of the General Plan and to implement the General Plan's Planning Area Framework. The WSGVAP also implements the land use and zone changes as identified in the adopted Housing Element Update.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: To encourage the equitable distribution of housing throughout unincorporated Los Angeles County, the WSGVAP identifies context-sensitive diverse housing options,	

	<p>including opportunities for middle housing and mixed use in an otherwise predominantly single-family residential suburban West San Gabriel Valley Planning Area. In addition, the WSGVAP includes goals, policies and implementation programs that promote context-sensitive mobility and transit options; conserve natural, biological, and scenic resources; promote increased access to open space; and promote environmental justice, community engagement, and equity outcomes.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: Priority 5. Environmental Justice and Climate Health; Priority 7. Sustainability</p> <p>The Project establishes policies that support climate mitigation in neighborhoods, workplaces, and community facilities. Additional supportive policies and programs include promoting walkable neighborhoods for improved access to recreation, retail, and services, as well as mixed-use developments. The Project also supports conservation of natural resources and open space and directs future development away from hazard and natural resource areas. In addition, the Project contains policies that address environmental justice, improved air and water quality, and remediation of polluted properties. Further, the Project contains policies that prioritize resource allocation to historically disadvantaged areas.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Mi Kim, Supervising Planner, 213-974-6425, mkim@planning.lacounty.gov</p>

December 10, 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:

**PUBLIC HEARING ON THE WEST SAN GABRIEL VALLEY AREA PLAN
PROJECT NO. 2023-003982-(1,5)
ADVANCE PLANNING CASE NO. RPPL2023005880
GENERAL PLAN AMENDMENT NO. RPPL2023005882
ZONE CHANGE NO. RPPL2023005883
ORDINANCE NO. RPPL2024002630
ENVIRONMENTAL ASSESSMENT NO. RPPL2023005884
ZONED DISTRICTS: ALTADENA, DUARTE, EAST PASADENA, EAST SAN GABRIEL,
LA CRESCENTA, MONTROSE, NORTHEAST PASADENA, ROSEMEAD,
SAN PASQUAL, SOUTH ARCADIA, SOUTH SAN GABRIEL, AND
SOUTH SANTA ANITA-TEMPLE
(FIRST, FIFTH SUPERVISORIAL DISTRICT) (3-VOTES)**

SUBJECT

The recommended actions are to certify the Final Program Environmental Impact Report (PEIR) and approve the West San Gabriel Valley Area Plan (WSGVAP) and the associated amendments to: (1) the General Plan and its accompanying Land Use Policy Map; (2) Title 22 (Planning and Zoning) of the Los Angeles County Code, including the zoning map; and (3) rescind the Altadena Community Plan and incorporate updated community-level policies, goals, and Land Use Policy Map revisions into the WSGVAP, collectively known as the "Project." The WSGVAP is a component of the General Plan that guides development in the nine unincorporated communities within the West San Gabriel Valley Planning Area (Planning Area), over the next 20 years.

The nine unincorporated communities within the Planning Area include the following: Altadena, East Pasadena-East San Gabriel, Kinneloa Mesa, La Crescenta-Montrose, San Pasqual, South Monrovia Islands, South San Gabriel, Unincorporated South El Monte Island, and Whittier Narrows.

The associated amendments to the General Plan and Title 22 implement the goals and policies of the WSGVAP and maintain consistency between the General Plan, WSGVAP, and WSGVAP's implementing documents. The Project Summary is included as Attachment 1. The proposed text amendments to the General Plan are included as Attachment 2. The proposed WSGVAP, including the appendices, is included as Attachment 3. The General Plan Amendments consisting of the Land Use Policy Maps are included as Attachment 4. The proposed Zone Change Maps and Zone Change Ordinance are included as Attachment 5. The proposed Title 22 amendments are included as Attachment 6. The Community Engagement Summary is included as Attachment 7. The Final PEIR is included as Attachment 8. A summary of the Regional Planning Commission's (RPC) proceedings is included as Attachment 9. The RPC's resolution is included as Attachment 10.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Certify that the Final PEIR (Environmental Assessment No. RPPL2023005884) for the Project has been completed in compliance with the California Environmental Quality Act (CEQA) and reflects the independent judgment and analysis of the County; find that the Board has reviewed and considered the information contained in the Final PEIR prior to approving the Project, adopt the mitigation monitoring program, finding that the mitigation monitoring 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 (Project No. **2023-003982**, Advance Planning Case No. **RPPL2023005880**, General Plan Amendment No. **RPPL2023005882**, Zone Change No. **RPPL2023005883**, Ordinance No. **RPPL2024002630**) and rescind the Altadena Community Plan, as recommended by the RPC; and
3. Instruct County Counsel to prepare the necessary final documents for the Project and bring them back to the Board for their consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will certify the Final PEIR and establish a policy framework for the Planning Area that promotes harmonious and sustainable growth and

inclusive community development while addressing the unique characteristics of the Planning Area. To achieve this vision, the Project is shaped by the following six vision statements: (1) harmonious and coordinated growth; (2) a thriving business-friendly region; (3) connected and walkable communities; (4) strong social and cultural cohesion; (5) resilient and sustainable built and natural environment; and (6) equitable decision-making. Furthermore, approval of the recommended actions will assist the County in meeting a portion of its Regional Housing Needs Allocation (RHNA) through land use changes in the Planning Area to ensure compliance with the State Housing Element Law, Government Code sections 65580 – 65589.11.

On September 25, 2024, the RPC held a public hearing and voted unanimously to recommend approval of the Project. Please see Attachments 9 and 10 for RPC proceedings and resolution.

Key Components

The Project includes the following key components:

West San Gabriel Valley Area Plan (WSGVAP)

As a policy document and a component of the General Plan, the WSGVAP directs future development and land use decisions for communities within the Planning Area. The vision of the WSGVAP, which was informed with extensive stakeholder input, is to foster contextually and environmentally sensitive development in response to the unique characteristics of the West San Gabriel Valley communities. The vision for the WSGVAP functions as the guiding mechanism for the goals and policies included in the six areawide elements consisting of the *Land Use Element; Economic Development Element; Conservation, and Open Space Element; Mobility Element; Public Facilities and Services Element; Historic Preservation Element* (Chapters 2-7); and the *Unincorporated Communities* (Chapter 8), which includes goals and policies addressing the unique conditions and needs of the nine individual communities in the Planning Area. Finally, WSGVAP includes *Implementation Programs and Actions* (Chapter 9), which contains 47 actions at both the areawide and community-specific scale to implement policies from the six elements and community-based chapters. Additionally, the La Vina Specific Plan is part of the Planning Area, however no changes are proposed with the Area Plan, as the area is predominantly developed in accordance with the adopted Specific Plan. The draft WSGVAP is included as Attachment 3.

General Plan Land Use Policy and Zoning Maps

The following describes changes to the General Plan Land Use Policy Map and Zoning Maps (Attachments 4 and 5).

Growth Areas:

These land use changes implement the WSGVAP's and General Plan's goals to increase housing diversity and commercial options along major corridors and near transit, increase housing opportunities, bring diverse land uses in proximity to residential neighborhoods, promote walkable communities, and focus growth in areas with existing infrastructure and away from hazard and natural resource areas. A total of 1,693 land use and/or zone changes are proposed for parcels in the Growth Areas.

The land use changes in the Growth Areas include the following categories of changes in select areas: H9 (Residential 9, 0- 9 du/acre) to H18 (Residential 18,0-18 du/acre); H9 and H18 to H30 (Residential 30,20-30 du/acre); H2 (Residential 2, 0-2 du/acre), H9, H18, and H30 to CG (General Commercial); and H9, H18, and H30 to MU (Mixed Use).

The zone changes in the Growth Areas include the following categories of changes in select areas: R-A (Residential Agricultural) and R-1 (Single-Family Residence) to R-2 (Two-Family Residence); R-2 to R-3 (Limited Density Multiple Residence); R-3 to C-1 (Restricted Commercial); R-2 and R-3 to C-3 (General Commercial); and R-1, R-2, R-3, and C-1 to MXD (Mixed Use Development).

Preservation Areas:

Land use intensities were reviewed for 1,395 properties in the Preservation Areas where multiple land use constraints exist, including properties within the Angeles National Forest, Hillside Management Areas, Very High Fire Hazard Severity Zones, Geologic Hazards, Significant Ridgelines, Significant Ecological Areas, and/or where infrastructure does not meet the needs of the current land use designation. Most properties in the Preservation Areas maintained the intended existing land use density per the Altadena Community Plan. However, a total of 112 properties are recommended for reductions in intensity, which are consistent with and continue to allow the existing development.

Housing Element Changes:

These changes are required to meet the RHNA as identified in the Housing Element, which includes a list of sites to be redesignated by February 2025 to accommodate the County's RHNA shortfall, pursuant to Government Code section 65583(c)(1)(A). A maximum of 6,168 potential housing units would result from implementing the land use and/or zone changes recommended in the Housing Element.

Administrative Changes:

The General Plan requires area plans to use the General Plan Land Use Legend to implement the General Plan's goals and policies. As such, the land use categories for properties in Altadena, which are currently covered by the land use legend in the Altadena

Community Plan, are being converted to the closest comparable land use category in the General Plan Land Use Legend. In addition, properties with multiple land use and zone categories have been updated to reflect the predominant land use and consistency with its context.

The following represent most of the Administrative Changes in addition to the land use legend conversion for Altadena:

Zoning Consistency: Fixes inconsistencies between existing land use/development or land use category and zoning.

Multiple Categories: Updates land use and/or zoning for parcels with multiple zoning designations, ensuring consistency with their context.

Agricultural Legacy Zoning: Updates the A-1 (Light Agricultural) zoning in developed residential subdivisions where the existing land use category is residential (H5, H9, H18) and where the primary use on the ground is residential. In areas where rural or equestrian uses are predominant, the A-1 zoning has been maintained.

A total of 3,874 Administrative Changes are proposed for the Planning Area.

Planning Area Standards District (PASD)

The PASD is established to enhance the character of the nine unincorporated communities within the Planning Area. The PASD implements the goals and policies of the WSGVAP. New areawide and community-specific standards were developed in response to community feedback. The PASD consolidates and reorganizes new and existing standards unique to the Planning Area, including the Planning Area Standards District, Community Standards Districts, and Setback Districts into a single chapter of Title 22. For the full ordinance text, please refer to Attachment 6.

PASD Areawide Development Standards

This section contains new standards applicable to the Planning Area, including protections for significant ridgelines, preserving biological resources, planting of native oak tree species, and the maintenance of landscaping.

PASD Zone Specific Development Standards

New standards are proposed to apply to all commercial and mixed-use zones to foster a vibrant public realm and pedestrian-friendly environment. New standards include requirements for the design and articulation of buildings, the shielding and placement of exterior lighting, the consistency of building signage, and the design of parking areas, in addition to building height limits for C-3 and MXD zoned properties.

Altadena Community Standards District (CSD)

The Altadena CSD is reorganized into the PASD with minor revisions, including the reorganization of definitions and applicability, significant ridgelines, setback district, and modification standards. Three existing setback districts in Altadena have been moved to the CSD as subarea districts, with no changes to the standard.

East Pasadena-East San Gabriel CSD

The East Pasadena-East San Gabriel CSD is reorganized into the PASD with no substantive revisions to the standards. Minor edits are implemented to reorganize the applicability, commercial lighting, and setback district standards and consolidate into the new areawide zone-specific standards in the PASD. One existing setback district is moved into the CSD as a subarea district with no changes to the standards.

La Crescenta-Montrose CSD

The La Crescenta-Montrose CSD is reorganized into the PASD with new standards for R-1 zoned properties, including a new exterior lighting standard to reduce light trespass and a gross structural area standard for lots 7,500 square feet in size or larger. Edits reorganize and consolidate commercial and mixed-use zone standards into the new areawide zone-specific standards in the PASD.

South San Gabriel CSD

The South San Gabriel CSD is reorganized into the PASD with minor edits to clarify existing standards related to gross structural area for R-1 zoned properties and to reflect proposed mixed-use zoning designations.

Implementation of Strategic Plan Goals

The Project supports the County's *Strategic Plan North Star 1: Make Investments That Transform Lives; Focus Area Goal C. Housing and Homelessness; Strategy i: Affordable Housing* by allowing higher density housing development in certain areas where appropriate and increasing housing options.

The Project supports the County's *Strategic Plan North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal D. Sustainability; Strategy i: Climate Health* by establishing policies that support climate mitigation in neighborhoods, workplaces, and community facilities. Additional supportive policies and programs include promoting walkable neighborhoods for improved access to recreation, retail, and services, as well as mixed-use developments. The Project also supports *Strategy iii: Natural Resources* by supporting conservation of natural resources and open space, and by directing future development away from hazard and natural resource areas. In addition, the Project supports *Strategy iv: Environmental Justice* through policies that address environmental justice, improved air and water quality, and remediation of polluted properties. Further, the Project supports *Focus Area Goal E. Economic Health, Strategy ii: Small Business* and *Strategy iv: Disadvantaged Communities* with policies that promote the

establishment and resilience of small businesses and prioritize resource allocation to historically disadvantaged communities.

FISCAL IMPACT/FINANCING

Approval of the Project will not result in any significant new direct costs to the Department of Regional Planning (DRP) or other County departments and agencies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Project supports the General Plan's policies to improve housing choice and affordability for residents of various incomes, promote infill development, support a mix of land uses that promote bicycling and walking, encourage compatible land uses that also foster economic development while addressing environmental justice, improve access to recreational spaces, support conservation of sensitive natural and biological resource areas, and ensure limited impacts to sensitive natural and scenic resources.

In addition to the public hearing conducted by the RPC on September 25, 2024, a public hearing before the Board is required pursuant to County Code section 22.232.040.B.1. Required notice (Attachment 11) has been given pursuant to the procedures and requirements set forth in County Code section 22.222.180. Additionally, the public hearing package has been sent to local libraries within the Planning Area and courtesy public hearing notices were emailed to a contact list of stakeholders. A summary of the engagement strategies and activities is included as Attachment 7.

ENVIRONMENTAL DOCUMENTATION

Staff has determined that an Environmental Impact Report was necessary for the Project. A PEIR was prepared in compliance with the CEQA and County environmental guidelines to identify and mitigate any environmental impacts from the Project.

The PEIR concludes that the Project would result in less than significant impacts to the following 13 areas: Agriculture and Forestry Resources; Energy; Geology and Soils; Greenhouse Gas (GHG) Emissions; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use and Planning; Mineral Resources; Population and Housing; Public Services; Recreation; Utilities and Service Systems; and Wildfire. The PEIR concludes that the Project would have potentially significant impacts that could be reduced, avoided, or substantially lessened through implementation of mitigation measures to the following areas requiring a Mitigation Monitoring Program: Biological Resources, Cultural Resources, Noise, Transportation, and Tribal Cultural Resources. However, impacts to Aesthetics, Air Quality, Cultural Resources, Biological Resources, Noise, and Transportation are significant and unavoidable, requiring a Statement of Overriding Considerations. The Final PEIR and CEQA Findings of Fact and Statement of Overriding Considerations are included as Attachment 8.

The Final PEIR addresses the comments received during the June 27, 2024 to August 12, 2024 public comment period. DRP held a virtual public meeting on July 18, 2024, to discuss the findings of the Draft PEIR. The Project has economic, social, legal, and other considerable benefits that outweigh the significant and unavoidable environmental effects. The Project creates opportunities for housing development; encourages reduction of vehicle miles traveled by placing services near residential uses and promoting other forms of mobility aside from single occupancy vehicles; prioritizes conservation of sensitive natural and scenic resources; supports attainment of state, regional, and County goals for GHG emission reductions; encourages economic development opportunities; supports social equity; and promotes environmental justice.

A mitigation monitoring and reporting program is included in the Final PEIR, and is adequately designed to ensure compliance with the mitigation measures during Project implementation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Project will not significantly impact County services.

For further information, please contact Mi Kim of the Community Studies Section at (213) 974-6425 or mkim@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:MK:AA:ar

Attachments:

1. Project Summary
2. Proposed Amendments to the General Plan
3. Proposed West San Gabriel Valley Area Plan
4. Proposed Land Use Policy Maps
5. Proposed Zone Change Ordinance and Maps
6. Proposed Title 22 Amendments
7. Community Engagement Summary
8. CEQA Final PEIR and Attachments
9. Regional Planning Commission Hearing Proceedings
10. Regional Planning Commission Resolution
11. Hearing Notice

The Honorable Board of Supervisors

December 10, 2024

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c: Executive Office, Board of Supervisors
Assessor
Chief Executive Office
County Counsel
Public Works

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