



Board of Supervisors

Community Services Cluster Agenda Review Meeting

DATE: February 19, 2025

REVISED 2/18/25

TIME: 11:30 a.m. – 12:30 p.m.

MEETING CHAIR: Anish Saraiya, 5th Supervisorial District

CEO MEETING FACILITATOR: Montessa Duckett

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

This meeting is **HYBRID**.

To participate in the meeting in-person, the meeting location is:
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 140

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

[Click here to join the meeting](#)

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): (None)

A. Board Briefing (Beaches and Harbors) for March 11, 2025 Board Agenda:

~~INCREASE AMOUNT TO AS-NEEDED ENVIRONMENTAL
CONSULTING SERVICES MASTER AGREEMENT~~

APPROVAL OF AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES
MASTER AGREEMENTS

Wednesday, February 19, 2025

- B. Board Briefing (Chief Executive Office) for March 11, 2025 Board Agenda:
JOINT RESOLUTION BETWEEN THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, THE CITY COUNCIL OF THE CITY OF SAN
GABRIEL, AND THE BOARD OF DIRECTORS OF THE UPPER SAN GABRIEL
VALLEY MUNICIPAL WATER DISTRICT AND THE LOS ANGELES COUNTY
SANITATION DISTRICT NO. 15 APPROVING AND ACCEPTING THE
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING
FROM THE ANNEXATION OF THE UNINCORPORATED TERRITORY KNOWN
AS ANNEXATION NO. 2022-09 TO THE CITY OF SAN GABRIEL

- C. Board Briefing (Public Works) for March 11, 2025 Board Agenda:
MUNICIPAL SERVICES CORE SERVICE AREA
COUNTY LANDSCAPE MAINTENANCE DISTRICTS
INCREASE TO THE EXISTING ASSESSMENT RATE FOR
LANDSCAPING AND LIGHTING ACT DISTRICT 2,
ZONE 21 (SUNSET POINTE) FOR FISCAL YEAR 2025-26

- D. Board Briefing (Public Works) for March 11, 2025 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICE CONTRACT FOR
ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY
CLEARING SERVICES – WEST AREA

- E. Board Briefing (Public Works) for March 11, 2025 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40,
ANTELOPE VALLEY
ANNEXATION 40-157 (34-46)
LOCAL AGENCY FORMATION COMMISSION DESIGNATION 2023-01
NEGOTIATED PROPERTY TAX EXCHANGE JOINT RESOLUTION

- F. Board Briefing (Public Works) for March 11, 2025 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40,
ANTELOPE VALLEY
ANNEXATION 40-167 (4-223)
LOCAL AGENCY FORMATION COMMISSION DESIGNATION 2024-06
NEGOTIATED PROPERTY TAX EXCHANGE JOINT RESOLUTION

Wednesday, February 19, 2025

- G. Board Briefing (Public Works – Capital Program) for March 11, 2025 Board Agenda:
(also on the 02/19/2025 Health and Mental Health Services Cluster)

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
EMERGENCY DEPARTMENT AIR HANDLING UNIT
COIL REPLACEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 8A100
FISCAL YEAR 2024-25

- H. Board Briefing (Public Works – Capital Program) for March 11, 2025 Board Agenda:
(also on the 02/19/2025 Health and Mental Health Services Cluster)

CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARTIN LUTHER KING, JR. MEDICAL CAMPUS
NORTH PARKING STRUCTURE PROJECT
CERTIFY ENVIRONMENTAL IMPACT REPORT ADDENDUM
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AWARD DESIGN-BUILD CONTRACT
SPECS. 7943; CAPITAL PROJECT NO. 6A015
FISCAL YEAR 2024-25

3. PRESENTATION/DISCUSSION ITEM(S):

- A. Board Briefing (Department of Parks and Recreation)
CARE CAMPS
Speaker: Norma Garcia-Gonzalez

4. MOTIONS (None)

5. PUBLIC COMMENTS (2 minutes each speaker)

6. ADJOURNMENT

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE COMMUNITY SERVICES CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

COMMUNITY_SERVICES@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/19/2025	
BOARD MEETING DATE	3/11/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Beaches and Harbors (DBH)	
SUBJECT	This action is to request approval to execute Master Agreements with 11 contractors to provide the Los Angeles County Department of Beaches and Harbors with as-needed environmental consulting services.	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The Department anticipates the new services to commence on April 11, 2025.	
COST & FUNDING	Total cost: \$7,700,000	Funding source: DBH's Fiscal Year (FY) 2025-26 Final Adopted Budget
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	DBH is seeking approval of award and instruct the Director of Beaches and Harbors to execute a three-year contract, with four one-year extension options renewals extension periods, with 11 contractors, to continue to provide as-needed environmental consulting services.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Approval of the As-Needed Environmental Consulting Services Master Agreements (Master Agreements), in a form substantially similar to Attachment I, will enable the Department to utilize a pool of qualified contractors who can provide environmental consulting services to the Department. These as-needed services will ensure sensitive environmental resources are protected from incidental harm during the performance of regular maintenance tasks on County-operated beaches and in Marina del Rey. Additionally, the availability of this broad spectrum of qualified contractors will allow the Department to receive comprehensive consulting services on development and redevelopment projects and their impacts to ensure compliance with the Marina del Rey Local Coastal Program.</p> <p>The Master Agreement list (Attachment II) presently consists of 11 qualified contractors with varying specialties, including biologists, certified arborists, environmental specialists and water quality specialists. The requested services are all of an extraordinary, professional and technical nature and will be provided on an as-needed basis.</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: Gary Jones, Director, (424) 526-7771, GJones@bh.lacounty.gov Amy Caves, Chief Deputy Director, (424) 526-7773, ACaves@bh.lacounty.gov



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

March 11, 2025

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 AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES
MASTER AGREEMENTS
(SUPERVISORIAL DISTRICTS 3 AND 4)
(3 VOTES)**

SUBJECT

This action is to request approval to execute Master Agreements with 11 contractors to provide the Los Angeles County Department of Beaches and Harbors ("Department" or "Beaches and Harbors") with as-needed environmental consulting services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are not subject to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Approve and authorize the Director of Beaches and Harbors, or his designee, to award and execute As-Needed Environmental Consulting Services Master Agreements to provide as-needed environmental consulting services, for an initial term of three years with four one-year renewal options, effective upon execution, at an annual aggregate amount not to exceed \$1,000,000 or a maximum amount of \$7,700,000 for all executed Master Agreements over the potential total term of seven years, which is inclusive of any potential increase of 10% annually for any unforeseen increase in services.
3. Delegate authority to the Director of Beaches and Harbors, or his designee, to authorize and execute the four one-year renewal option years of the Master Agreements if, in his opinion, the contractors have effectively performed the services during the previous contract period and the services are still needed and required.
4. Delegate authority to the Director of Beaches and Harbors, or his designee, to increase the maximum amount payable under all Work Orders issued on the Master Agreements up to

10% in any year of the Master Agreements (including any extension option period) for any additional, unforeseen, or increased services within the scope of the Master Agreements (subject to the availability of funds in the Department's budget), and to increase the annual aggregate amount (Contract Sum) to the extent that funding is available from or held by approved funding sources stated in this Board Letter.

5. Delegate authority to the Director of Beaches and Harbors, or his designee, to extend the Master Agreement term or any optional Master Agreement year to grant up to 12 one-month extensions for the completion of any Work Order approved before the expiration of the Master Agreement term or optional Master Agreement year (subject to the Master Agreement's terms and conditions, and subject to the availability of funds in the Department's budget).
6. Delegate authority to the Director of Beaches and Harbors, or his designee, to award and execute Master Agreements to i) add additional contractors as they become qualified throughout the term of the Master Agreements; ii) execute and amend individual Work Orders to incorporate changes as necessary; iii) execute amendments should a contracting entity merge, be acquired or change its entity; iv) add or delete services and categories to the Master Agreement as they become necessary; and v) suspend or terminate agreements if, in the opinion of the Director or his designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the As-Needed Environmental Consulting Services Master Agreements (Master Agreements), in a form substantially similar to Attachment I, will enable the Department to utilize a pool of qualified contractors who can provide environmental consulting services to the Department. These as-needed services will ensure sensitive environmental resources are protected from incidental harm during the performance of regular maintenance tasks on County-operated beaches and in Marina del Rey. Additionally, the availability of this broad spectrum of qualified contractors will allow the Department to receive comprehensive consulting services on development and redevelopment projects and their impacts to ensure compliance with the Marina del Rey Local Coastal Program.

The Master Agreement list (Attachment II) presently consists of 11 qualified contractors with varying specialties, including biologists, certified arborists, environmental specialists and water quality specialists. The requested services are all of an extraordinary, professional and technical nature and will be provided on an as-needed basis.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the As-Needed Environmental Consulting Services Master Agreements will promote and further the Board-approved North Star 2, Foster Vibrant and Resilient Communities, by ensuring sensitive environmental resources are protected from incidental harm during the performance of regular maintenance tasks on County-operated beaches and in connection with both maintenance and development in Marina del Rey.

FISCAL IMPACT/FINANCING

The annual compensation for the recommended agreements is \$1,000,000 in the aggregate for all firms currently on or that may be added to the Master Agreement list, subject to the Director's

authority to increase such amount by 10% in any year, on an as-needed basis. If each of the four one-year optional renewal years is exercised, the aggregate amount for all executed Master Agreements over the potential total term of seven years would be \$7,700,000, which is inclusive of an additional 10% annually for unforeseen services.

The County may, at its discretion, expend any portion, all or none of the Contract Sum. However, aggregate annual payments from the Contract Sum for As-Needed Environmental Consulting services may exceed the Contract Sum to the extent that funding is due from or held by approved use of prior year surplus funding, the Marina Accumulative Capital Outlay fund, Departmental Trust Fund Accounts, a new or existing Capital Project, another County department, a lessee or other third party to reimburse or address payments due from the Department of Beaches and Harbors and/or County for its As-Needed Environmental Consulting Services, except that such work performed must be limited to Marina del Rey and/or beaches owned, controlled or managed by County of Los Angeles.

The Master Agreements do not guarantee any contractor a minimum amount of work, and costs will only be incurred as services are requested through Work Orders. Payment for work will be on an hourly basis and subject to the total maximum compensation specified in each individual Work Order.

The estimated total annual expenditure for the requested services is \$1,000,000, however the annual budget is \$250,000. To address the funding shortfall, the Department will submit a funding request as part of its FY2025-26 budget submission.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the recommended Master Agreements is three years, with four one-year optional years. The Master Agreements will commence upon execution by the Director of the Department or his designee and expire April 10, 2028, unless sooner extended or terminated.

The Master Agreements contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Executive Office (CEO) and County Counsel requirements.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the Master Agreements, as services are provided on an as-needed and intermittent basis.

As the services under the Master Agreements will be performed on an as-needed and intermittent basis, the Department has determined, and the CEO's Risk Management Branch concurs, that the Master Agreement contractors need only provide proof of required insurance prior to the commencement of any requested services. The insurance coverage, indemnification and liability provisions included in the Master Agreements have been approved by the CEO's Risk Management Branch.

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

ENVIRONMENTAL DOCUMENTATION

The proposed action is not subject to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a "Project" by section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed action is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

On October 23, 2024, the Department issued a Request for Statement of Qualifications (RFSQ) seeking qualified contractors to provide environmental consulting services on an as-needed and intermittent basis. The RFSQ was advertised in each supervisorial district in eight local community newspapers including one Spanish-language newspaper: Daily Breeze, Argonaut, Antelope Valley Press, Nuestra Comunidad, Santa Monica Daily Press, Daily News, The Blade, and LA Sentinel. A notice was also posted to the Department's social media internet sites, the County's "Doing Business with the County" Internet site, as well as the Department's Internet site, where the full document was available for download.

Consultants responding to the RFSQ were able to qualify in four distinct categories: biologist; arborist; water quality specialist; and environmental scientist. Consultants qualifying as a biologists or arborists were required to have at least two years of relevant professional experience and consultants qualifying as water quality specialists or environmental scientists were required to have at least five years of relevant professional experience. All consultants were required to have at least one member of their firm with a bachelor's or higher degree respective to the category of the consultant's submittal and demonstrated experience working in a marine environment.

The Department received 11 Statement of Qualifications (SOQ) which were reviewed for compliance with the minimum requirements of the RFSQ. As a result of the RFSQ, all 11 contractors have been deemed qualified contractors and will be placed on the Master Agreement list. Eight of the consultants are the Department's current contractors and possess a wealth of knowledge in providing environmental consulting services.

After Board approval, Master Agreements will be executed by the Director with each individual contractor. Upon need, work order solicitations will be issued containing a Statement of Work to all Master Agreement qualified contractors in the category being solicited on the basis of demonstrated qualifications as set forth in the contractor's SOQ and/or other additional materials, if requested by the County. Work Orders will be executed with the selected qualified contractor after a fair and reasonable fee is negotiated. Payment for all work will be on an hourly basis and subject to the total maximum amount specified on each individual Work Order.

The RFSQ is open continuously and new contractors meeting the minimum qualifications of the RFSQ will be allowed to submit SOQs to qualify for inclusion on the Master Agreement list throughout the term of the Master Agreements and the optional years, if exercised. \

On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Honorable Board of Supervisors

March 11, 2025

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There is no negative impact on current services or projects. The Department currently contracts for environmental consulting services through the private sector. Approval of the Master Agreements will allow the Department to continue this practice.

CONCLUSION

Please authorize the Executive Officer of the Board to send an adopted copy of the Board letter to the Department of Beaches and Harbors, Administrative Services Division.

Respectfully submitted,

Gary Jones

Director

GJ:AV:jd

Enclosures

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



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF BEACHES & HARBORS

AND

(CONTRACTOR)

FOR

AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
MASTER AGREEMENT PROVISIONS
AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES**

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**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
MASTER AGREEMENT PROVISIONS
AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES**

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MASTER AGREEMENT PROVISIONS
AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES**

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**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
MASTER AGREEMENT PROVISIONS
AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES**

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EXHIBITS

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

Forms Required for Each Work Order Before Work Begins

- E1 Certification of Employee Status
- E2 Certification of No Conflict of Interest
- E3 Contractor Acknowledgement and Confidentiality Agreement

REFERENCE MATERIALS

- F Master Agreement Categories

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

**FOR
AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES**

This Master Agreement and Exhibits made and entered into on **Enter Date** ("**Execution Date**") by and between the County of Los Angeles, hereinafter referred to as "County" and **Contractor Name**, hereinafter referred to as "Contractor". **Contractor Name** is to provide As-Needed Environmental Consulting Services.

RECITALS

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

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing As-Needed Environmental Consulting Services; and

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

WHEREAS, the Board of Supervisors has authorized the Director of the Department Beaches & Harbors or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

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

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

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

Forms Required for Each Work Order Before Work Begins

- E1 Certification of Employee Status
- E2 Certification of No Conflict of Interest
- E3 Contractor Acknowledgement and Confidentiality Agreement

- F Master Agreement Categories

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

- 2.1.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.
- 2.1.2 Board, Board of Supervisors:** The Board of Supervisors County of Los Angeles.

- 2.1.3 **Business Days:** The Department's business days are Monday through Thursday, 7:00 a.m. to 6:00 p.m.
- 2.1.4 **Contractor:** The Vendor whose SOQ is accepted by the Board of Supervisors for performance of the Master Agreement.
- 2.1.5 **Contract Administrator (CA):** The Chief of the Planning Division of the Department or authorized representative.
- 2.1.6 **Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.7 **County:** The County of Los Angeles.
- 2.1.8 **County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.9 **County Counsel:** The Los Angeles County office of the County Counsel.
- 2.1.10 **County's Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.1.11 **County's Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.1.12 **County's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement and responsible for coordinating and monitoring the Work Order.
- 2.1.13 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.14 **Director:** Director of Department of Beaches & Harbors.
- 2.1.15 **Department:** The County of Los Angeles Department of Beaches & Harbors, which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.16 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.17 **Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.1.18 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met

the minimum mandatory requirements qualifications listed in the RFSQ and has an executed Master Agreement with the Department.

- 2.1.19 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.1.20 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.1.21 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.1.22 Subcontractor:** A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.
- 2.1.23 Vendor(s):** The Vendor(s) whose SOQ is accepted by the Board of Supervisors for performance of the Master Agreement.
- 2.1.24 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order must result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work will be performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Orders will generally conform to Exhibit D, which describes work to be performed on a fixed price per deliverable basis as determined by the County. Each Work Order will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. Work orders may be awarded by the length of projects. Payment for work must be on an hourly basis and subject to the Total Maximum Compensation specified in each individual Work Order.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes

beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.

- 3.4 County procedures for issuing and executing Work Orders are as set forth in this Paragraph. Upon determination by County to issue a Work Order solicitation, County will issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors in the Category being solicited on the basis of demonstrated qualifications as set forth in the Contractor's Statement of Qualifications and/or other additional materials, if requested by the County. Once selected, the Qualified Contractor must submit a bid to the County within the timeframe specified in the Work Order. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order. It is understood by Contractor that County's process to award work may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. County, in its sole discretion, may select a bid it deems to be in the overall best interest of the County.
- 3.5 The County will, upon completion of evaluation, negotiate a fair and reasonable fee with the Qualified Contractor pursuant to applicable laws, including California Government Code Sections 4526-4529.5. If the County and the Qualified Contractor fail to negotiate a fee for service, or if the Qualified Contractor declines the opportunity to submit a bid, the County will issue a Work Order solicitation to the next Qualified Contractor on the basis of demonstrated qualifications until a selection is made. County will select bids that it deems to be in the overall best interest of the County.
- 3.6 County estimates that selection of any Contractor will occur within seven (7) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director or designee.
- 3.7 In the event Contractor defaults three times under Paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).
- 3.8 County reserves the right to match potential projects and needs to firms based on performance, scheduling, workload distribution, community familiarity, past project performance and other factors, in the County's sole discretion, on a case-by-case basis.
- 3.9 County reserves the right, in its sole discretion, to cancel a Work Order solicitation at any point in the Work Order solicitation process. At no time will any Qualified Contractor be reimbursed for any cost associated with its participation in a canceled Work Order solicitation.

- 3.10 Contractor will be responsible for monitoring any excess hours worked resulting in charges exceeding any total maximum amounts stated on the face of a Work Order it has submitted in response to a Work Order solicitation. County is not responsible for any payments in excess of the Work Order amount issued unless the Work Order was amended in accordance with Section 8.1.4. A Notice to Proceed must be issued by the Department prior to commencement of any work.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of this Master Agreement will be three (3) years commencing after execution by Director or their designee as authorized by the Board of Supervisors (Board). This Master Agreement will expire in three years after execution, unless sooner extended or terminated, in whole or in part, as provided herein.

- 4.2 The County will have the sole option to extend the Master Agreement term for up to four (4) additional one-year periods for a maximum total Master Agreement term of seven (7) years. Each such option and extension will be exercised at the sole discretion of the Director or their designee as authorized by the Board.

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

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

4.4 Extension to Complete Work Orders

The Director may extend the Master Agreement term or any optional Master Agreement year on a month-to-month basis subject to the Master Agreement's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Master Agreement term or optional Master Agreement Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which will be effective only if executed in writing by the Director or Chief Deputy.

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum. The County may, at its discretion, expend any portion, all or none of the Contract Sum. However, aggregate annual payments from the Contract Sum for As-Needed Environmental Consulting services may exceed the Contract Sum to the extent that funding is due from or held by approved use of prior year surplus funding, the Marina Accumulative Capital Outlay fund, Departmental Trust Fund Accounts, a new or existing Capital Project, another County department, a lessee or other third party to reimburse or address payments due from the Department of Beaches and Harbors and/or County for its As-Needed Environmental Consulting Services, except that such work performed must be limited to Marina del Rey and/or beaches owned, controlled or managed by County of Los Angeles.

5.2 Written Approval for Reimbursement

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

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

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of County's right to recover such payment from Contractor.

5.4 Invoices and Payments

- 5.4.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services and other work as specified in an assigned Work Order issued under this Master Agreement.
- 5.4.2 Payment for all work will be subject to the Total Maximum Compensation specified in each Work Order less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).
- 5.4.3 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 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 work in writing, no payment will be due to the Contractor for that work.

5.4.5 Submission of Invoices

The Contractor must submit its invoice to the Department by the 15th of the month following the month work was performed. The Contractor must submit two copies of each invoice. Each invoice submitted must identify:

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

5.4.6 Invoice Content

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

5.4.7 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).

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

- 5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

5.6 Increase of Contract Sum by Director

Notwithstanding Sub-section 5.1, the Director may increase the maximum amount payable under all Work Orders issued on this Master Agreement (as authorized by the Board) up to 10 percent in any year of the Master Agreement or any extension period to cover needed, increased services in the scope of the Master Agreement, subject to the availability of funds in the Department's budget. Such increases must not be cumulative.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

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

6.2 County's Master Agreement Program Director (MAPD)

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

6.3 County's Project Director

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

6.4 County's Project Manager

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

6.4.1 The responsibilities of the County's Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the County's Project Manager specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.4.2 The County's Project Manager are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master

Agreement, except through formally prepared Amendments, Paragraph 8.1.

6.5 County's Contract Analyst

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

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.2 Contractor's Authorized Official(s)

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

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

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Confidentiality

7.4.1 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.

7.4.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all

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

- 7.4.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.4.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 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 orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director or their designee.
- 8.1.2 The Director, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director or their designee.
- 8.1.3 **Addition of Skilled Categories/Technical Specializations**

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

8.1.4 Changes to Subsequent Work Orders

For any changes which may affect the Statement of Work, Contractor's rates or deliverables, performance period, or assignment of Contractor's personnel for a Work Order, a Work Order Amendment will be prepared and executed by the County's MAPD and Contractor.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

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

8.3 Authorization Warranty

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

8.4 Complaints

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

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses must be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal,

accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

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

- 8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in

Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement

and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

8.8 Conflict of Interest

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

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

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

8.10 Consideration of Hiring GAIN/START Participants

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or 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.
- 8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the

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

8.11.4 Contractor Hearing Board

- 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 of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material

evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit C, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

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

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

- 8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

- 8.15.1 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 Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If 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 Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

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

8.17 Counterparts and Electronic Signatures and Representations

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

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

8.18 Fair Labor Standards

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

8.19 Force Majeure

- 8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this

Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.4 (Confidentiality).

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

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

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates must be provided to County not less than 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 Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles Department of Beaches and Harbors
Administrative Services Division, Contracts Unit
4640 Admiralty Way, Suite 300
Marina del Rey, CA 90292
Contracts@bh.lacounty.gov

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

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under

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

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, must be primary with respect to all other sources of coverage available to Contractor. Any County

maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

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

- 8.24.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in

advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Unique Insurance Coverage

- Professional Liability/Errors and Omissions

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

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or 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.

8.25.2 If the Director 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 may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 Contractor certifies to the County each of the following:

- 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.

- 8.27.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non-Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

The Contractor must bring to the attention of the County'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.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

- 8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 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.
- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
- The Contractor must develop all publicity material in a professional manner; and
 - During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases,

feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

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

8.37 Record Retention and Inspection-Audit Settlement

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

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master

Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
 - A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel,

including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

- 8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to:

County of Los Angeles Department of Beaches and Harbors
Administrative Services Division, Contracts Unit
4640 Admiralty Way, Suite 300
Marina del Rey, CA 90292

before any subcontractor employee may perform any work hereunder.

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

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

8.41 Termination for Convenience

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

date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

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

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

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

8.42 Termination for Default

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

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

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of 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.

- 8.43.2 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/>.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal

year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

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

8.48 Waiver

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

8.49 Warranty Against Contingent Fees

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

8.49.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 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.

8.52 Time off For Voting

The Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than 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](#).

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

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

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

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

8.54 Compliance with Fair Chance Employment 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 Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.55 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE)

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

8.56 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.57 Injury and Illness Prevention Program

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.

8.58 Campaign Contribution Prohibition Following Final Decision in Master Agreement 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 Local Small Business Enterprise (LSBE) Preference Program

9.1.1 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.

- 9.1.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.1.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.1.4 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 Master Agreement award.

9.2 Social Enterprise (SE) Preference Program

- 9.2.1 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.
- 9.2.2 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.

9.2.3 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.

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

- 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 Master Agreement 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 Employee Conflicts

Contractor will accept no employment which conflicts with its obligations to the County under the Master Agreement and will disclose any existing, potential or actual conflict of interest prior to accepting an assignment. Contractor certifies that it has disclosed to the County any potential or actual conflicts of the type described in this Section 9.4 which existed as of the date hereof. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition will continue in effect until the later of (1) one year from the termination or expiration of this Master Agreement or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity will continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Master Agreement or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Master Agreement or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

10.0 Survival

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

Paragraph 1.0	(Applicable Documents)
Paragraph 2.0	(Definitions)
Paragraph 3.0	(Work)
Paragraph 5.4	(No Payment for Services Provided Following Expiration/Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.18	(Fair Labor Standards)
Paragraph 8.19	(Force Majeure)
Paragraph 8.20	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage)
Paragraph 8.25	(Liquidated Damages)
Paragraph 8.33	(Notices)
Paragraph 8.37	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.41	(Termination for Convenience)
Paragraph 8.42	(Termination for Default)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Waiver)
Paragraph 8.56	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.58	Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Paragraph 10.0 (Survival)

**AUTHORIZATION OF MASTER AGREEMENT FOR
AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES**

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

COUNTY OF LOS ANGELES

By _____
Director
Department of Beaches and Harbors

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES

MASTER AGREEMENT CONTRACTOR LIST

CONTRACTOR	SPECIALTY
1. Amigo Environmental, LLC	Biologist
2. Chambers Group, Inc.	Biologist
3. Davey Resource Group	Arborist
4. Dudek	Biologist/ Arborist/ Water Quality
5. ECORP Consulting, Inc.	Biologist/ Water Quality
6. FMF Pandion *	Water Quality/ Environmental
7. Geosyntec Consultants, Inc.	Water Quality/ Environmental
8. Michael Baker International, Inc.	Biologist/ Water Quality
9. Montrose Environmental Solutions, Inc.	Biologist/ Environmental
10. Woodard & Curran, Inc.	Water Quality/ Environmental
11. WSP USA, Inc	Biologist/ Water Quality/ Environmental

*** Denotes Contractors who are Local Small Business Enterprise firms**

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/19/2025							
BOARD MEETING DATE	3/11/2025							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)								
SUBJECT	Negotiated Property Tax Exchange Joint Resolution for San Gabriel Annexation 2022-09							
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable							
DEADLINES/ TIME CONSTRAINTS								
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$</td><td>Funding source:</td></tr> <tr> <td colspan="2">TERMS (if applicable): Parcel adjustments at 1/100 of a cent, loss per \$1,000 of adjusted assessed value</td></tr> <tr> <td colspan="2">Explanation: Tax transfer and future revenue growth is negligible and has minimal impact to the County.</td></tr> </table>		Total cost: \$	Funding source:	TERMS (if applicable): Parcel adjustments at 1/100 of a cent, loss per \$1,000 of adjusted assessed value		Explanation: Tax transfer and future revenue growth is negligible and has minimal impact to the County.	
Total cost: \$	Funding source:							
TERMS (if applicable): Parcel adjustments at 1/100 of a cent, loss per \$1,000 of adjusted assessed value								
Explanation: Tax transfer and future revenue growth is negligible and has minimal impact to the County.								
PURPOSE OF REQUEST	Adopt Joint Resolution for the Negotiated Exchange of Property Tax Revenue for the annexation of unincorporated territory from the County of Los Angeles to the City of San Gabriel.							
BACKGROUND (include internal/external issues that may exist including any related motions)	The City of Whittier is proposing to annex 0.172± acres of inhabited territory located west of North Gladys Ave between Live Oak Drive and Las Tunas Drive. The parcel owner owns the properties adjacent and surrounding the subject property and is proposing to redevelop all sites into a mixed-use development project. Single-family home will become part of a parking garage. .							
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: Doyle Chow, Principal Analyst, (213) 893-0055, dchow@ceo.lacounty.gov Robert Moran, Interim Manager, (213) 974-1130, rmoran@ceo.lacounty.gov							

**BOARD OF
SUPERVISORS**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

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

Chief Executive Officer
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

March 11, 2025

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

Dear Supervisors:

JOINT RESOLUTION BETWEEN THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, THE CITY COUNCIL OF THE CITY OF SAN GABRIEL, AND THE BOARD OF DIRECTORS OF THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT AND THE LOS ANGELES COUNTY SANITATION DISTRICT NO. 15 APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF THE UNINCORPORATED TERRITORY KNOWN AS ANNEXATION NO. 2022-09 TO THE CITY OF SAN GABRIEL (FIRST DISTRICT) (3-VOTES)

SUBJECT

This action is to adopt the Joint Resolution for the Negotiated Exchange of Property Tax Revenue (Joint Resolution) associated with the annexation involving the detachment of unincorporated territory from the County of Los Angeles (County) and the annexation of said territory to City of San Gabriel.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Joint Resolution is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21167.3.
2. Adopt the attached Joint Resolution between the Board of Supervisors (Board), as the governing body of the County, the Consolidated Fire Protection District, the County Flood Control District, and on behalf of County Lighting Maintenance District No. 1687, County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, Road District No. 5, and LA County Library; and the City Council of the City of San Gabriel, based on the negotiated exchange of property tax revenue as a result of the proposed Annexation No. 2022-09, to annex approximately 0.172± acres of inhabited

territory to the City of San Gabriel.

3. Withdraw the territory proposed for annexation from County Lighting Maintenance District 1687 and exclude the territory proposed for annexation from County Lighting District LLA-1, Unincorporated Zone.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City Council of the City of San Gabriel has adopted the Joint Resolution based on the negotiated exchange of property tax revenue resulting from the proposed annexation of unincorporated territory to the City of San Gabriel. The territory consists of 0.172± acres of inhabited territory located west of North Gladys Avenue between Live Oak Drive and Las Tunas Drive in unincorporated County adjacent to the City of San Gabriel. The parcel owner is seeking to redevelop surrounding parcels into a mixed-use development project.

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

Implementation of Strategic Plan Goals

These actions support the County's Strategic Plan North Star 3 — Realize Tomorrow's Government Today — by strengthening our internal controls and processes while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility.

FISCAL IMPACT/FINANCING

The adopted Joint Resolution will transfer \$1,060 in base property tax revenue and 0.118572140 of annual property tax increment from the County General Fund to the City of San Gabriel, as contained in the Joint Resolution. The adjustment to the County's base will be made in the fiscal year following the filing of the statement of boundary change for Annexation No. 2022-09 with the California State Board of Equalization.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Part 3, Title 5 of the California Government Code, commencing with section 56000, the City of San Gabriel adopted a resolution and filed an application with LAFCO to initiate proceedings for annexation of the subject territory to the City.

Section 99 of the California Revenue and Taxation Code requires that prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service area, or service responsibilities will be altered by such change must address the fiscal impacts of the proposed annexation by negotiating a reallocation of property tax revenue between the affected agencies and approve and accept such reallocation by resolution. The City Council of the City of San Gabriel, the Board of Directors of the Upper San Gabriel Valley Municipal Water District and the County Sanitation District No. 15 of the County has adopted the negotiated Joint Resolution, as required by

section 99 of the California Revenue and Taxation Code.

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

County Counsel has reviewed the Joint Resolution and has approved as to form.

ENVIRONMENTAL DOCUMENTATION

None of the actions contemplated by the proposed Joint Resolution are pursuant to CEQA because they are an activity that is excluded from the definition of a project by section 15378(b) of the State CEQA Guidelines. These proposed actions are an administrative activity of the government, which will not result in direct, or indirect changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Upon the effective date of the annexation, the City will become responsible for providing municipal services to the annexing territory.

CONCLUSION

At such time as the recommendation is approved by the Board, please return one approved copy of this letter and four signed originals of the Joint Resolution to LAFCO; one approved copy of this letter and a copy of the Joint Resolution to the Chief Executive Office-Budget and Operations Management Branch; and one copy of this approved letter and a copy of the Joint Resolution to the Auditor-Controller-Tax Division.

The Honorable Board of Supervisors

3/11/2025

Page 4

Respectfully submitted,

FAD:JMN:MM

RM:DC:cg

Enclosures

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

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS, AS THE GOVERNING
BODY OF THE COUNTY OF LOS ANGELES, THE CONSOLIDATED FIRE
PROTECTION DISTRICT OF LOS ANGELES COUNTY, AND THE LOS ANGELES
COUNTY FLOOD CONTROL DISTRICT,
AND THE CITY COUNCIL OF THE CITY OF SAN GABRIEL, THE BOARD OF
DIRECTORS OF THE COUNTY SANITATION DISTRICT NO. 15 OF LOS ANGELES
COUNTY AND THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER
DISTRICT, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF
PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF
TERRITORY KNOWN AS ANNEXATION 2022-09 TO THE CITY OF SAN GABRIEL**

WHEREAS, an application initiated proceedings with the Local Agency
Formation Commission for Los Angeles County (LAFCO) for the annexation of territory
identified as Annexation 2022-09 to the City of San Gabriel (City);

WHEREAS, pursuant to Section 99 of the California Revenue and Taxation
Code, for specified jurisdictional changes, the governing bodies of affected agencies
shall negotiate and determine the amount of property tax revenue to be exchanged
between the affected agencies;

WHEREAS, the area proposed for annexation is identified as Annexation 2022-
09 and consists of approximately 0.172± acres of uninhabited territory to be annexed to
the City of San Gabriel, located west of North Gladys Avenue between Live Oak Drive
and Las Tunas Drive, all within unincorporated Los Angeles County;

WHEREAS, to the extent the territory to be annexed is located within the
boundaries of County Lighting Maintenance District 1687 and County Lighting District
Landscaping and Lighting Act-1, Unincorporated Zone, upon annexation of the
annexation area to the City, the territory shall be withdrawn from County Lighting and
Maintenance District 1687 and detached from County Lighting District Landscaping and
Lighting Act-1, Unincorporated Zone, respectively, and the County administered
streetlights located therein shall be transferred to the City and the City shall assume
responsibility for the administration, operation, and maintenance effective the date of
the jurisdictional change; and

WHEREAS, the Board of Supervisors of the County of Los Angeles (County), as
the governing body of the County, the Consolidated Fire Protection District of Los
Angeles County, the Los Angeles County Flood Control District, and on behalf of Road
District No. 5, County Lighting Maintenance District No. 1687, County Lighting District
Landscaping and Lighting Act-1, Unincorporated Zone, and the LA County Library; the
City Council of the City of San Gabriel, the governing bodies of the County Sanitation
District No. 15 of Los Angeles County, the Upper San Gabriel Valley Municipal Water
District, have determined the amount of property tax revenue to be exchanged between
their respective agencies as a result of the annexation of the unincorporated territory
identified as Annexation 2022-09, is as set forth below:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenue between the County and the City, resulting from Annexation 2022-09 is approved and accepted for the reorganization of territory to the City of San Gabriel in Tax Rate Area 8487.

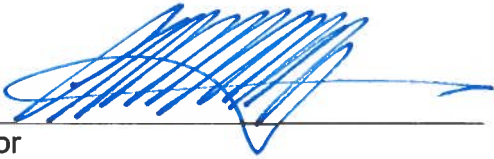
2. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2022-09 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, a base of One thousand sixty dollars (\$1,060) in base property tax revenue attributable to Annexation 2022-09, and 0.118572140 of annual property tax increment attributable to Annexation 2022-09 shall be transferred from the County of Los Angeles to the City of San Gabriel.

3. To the extent the territory to be annexed is located within the boundaries of County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, upon annexation of the annexation area to the City, the territory shall be withdrawn from County Lighting and Maintenance District 1687 and detached from County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, respectively, and the County administered streetlights located therein shall be transferred to the City and the City shall assume responsibility for the administration, operation, and maintenance of the existing streetlights located therein effective upon the date of the jurisdictional change.

[illegible]

PASSED, APPROVED AND ADOPTED this 19 day of November,
2024 by the following vote:

AYES: 5 ABSENT: 0
CHAN, DING, HARRINGTON, MENCHACA, WU
NOES: 0 ABSTAIN: 0



Mayor
City of San Gabriel, California

ATTEST:



City Clerk
City of San Gabriel

/

(Signed in Counterpart)


The foregoing resolution was on the _____ day of _____, 2025, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

EDWARD YEN, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By  _____
Deputy
on behalf of Michael Buemagel

/

(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this 23 day of October,
2024 by the following vote:

AYES: Fifteen (15) ABSENT: Six (6)

NOES: None ABSTAIN: None

County Sanitation District No. 15
of Los Angeles County



Signature

Richard Barakat, Chairperson
Print Name and Title



ATTEST:



Secretary

/

/

/

/

/

/

/

/

/

/

/

/

(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this 09 day of October,
2024 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

Upper San Gabriel Valley Municipal Water District



Signature

Print Name and Title

ATTEST:



Secretary

(Signed in Counterpart)



Thursday, January 30, 2025

Submission ID 6140615070565949629

Supplemental Declaration Form

Department Name

Chief Executive Office

Department Point of Contact:

Name

Doyle Chow

Email

dchow@ceo.lacounty.gov

Phone Number

(213) 893-0055

Title of Proceeding

Negotiated Property Tax Exchange Joint Resolution for San Gabriel Annexation 2022-09

Agenda Date

Tuesday, March 11, 2025

Type of Proceeding

Other Entitlement for Use

Will you be uploading a Supplemental Declaration Form Excel Spreadsheet or completing the online form?

Online Form

Are you submitting this form as for a Party or a Participant?

Party

Individual/Company Name

City of San Gabriel

List any parent, subsidiary, related entities, and any other entities that are directed or controlled by the individual/Company?

n/a

List all individuals who have the authority to make decisions for the Individual/Company about making contributions to a County Officer, regardless of whether you or the Individual/Company have actually made a contribution? Please include the Name and Title of the Individual below.

Name of Individual	Title of Individual
n/a	

List all subcontractors named in the bid

n/a

List names of all individuals or entities (i.e., agents, law firms, consultants) who communicated with the County on behalf of the Individual/Company

Name of Individual or Entity	If an Individual, Name of Their Employer
Samantha Tewasart	City of San Gabriel

In the past 12 months, did the individual/company applicant, any of the parent, subsidiary, or related entities, or any of the agents named above disclose making a contribution to a County officer that, when added together, is more than \$250 in total contributions to that officer?

No

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/19/2025	
BOARD MEETING DATE	3/11/2025	
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	Public Works is seeking Board approval to increase the existing landscape maintenance assessment for Landscaping and Lighting Act District 2, Zone 21 (Sunset Pointe), for Fiscal Year 2025-26.	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Failure to complete this Board action may jeopardize the establishment and collection of fees required to service the Landscape Maintenance Districts.	
COST & FUNDING	Total cost: \$ 0.00	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	The purpose of the recommended actions is to adopt a resolution ordering the increase of the assessment rate for Landscaping and Lighting Act (LLA) District 2, Zone 21 (Sunset Pointe), beginning Fiscal Year 2025-26.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On July 12, 1979; August 10, 1995; and July 22, 1997; the Board approved the formation of LLA Districts 1, 2, and 4 and zones therein, respectively, to collect assessments to pay for the cost of maintaining landscaping benefiting the subject properties.</p> <p>On June 12, 1979, the Board of Supervisors approved the method of distributing maintenance costs based on land use and/or benefit for LLA District 2, Zone 21 (Sunset Pointe). On July 1, 2008, this method of distributing maintenance costs was updated to \$750 per approval by the Board and Proposition 218 vote.</p> <p>LLA District 2, Zone 21 (Sunset Pointe), is located in the unincorporated County community of Stevenson Ranch and consists of 31 acres of maintenance area comprised of slopes and flat planter areas, and approximately 1,400 trees. Zone 21 has about 27 acres of irrigated and maintained area and about 4 acres of defensible space</p>	

	<p>brush clearance. The zone contains 8 irrigation controllers, 9 backflows, and approximately 185 irrigation brass valves.</p> <p>The recommended actions would increase the existing landscape maintenance assessment for LLA District 2, Zone 21 (Sunset Pointe), beginning in Fiscal Year 2025-26 from \$750 to \$1,257.19 for a single-family residence.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how: N/A</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: This Board agenda item supports Board Priority No. 7, Sustainability, by ensuring the continuation of services needed to maintain the landscaped areas and appurtenant improvements that benefit those who live in the LLA districts and zones therein.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email: Arthur Vander Vis, Assistant Director, (626) 458-4015, cell phone (626) 485 1864, avander@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

March 11, 2025

IN REPLY PLEASE

REFER TO FILE:

LD-0

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

DRAFT

Dear Supervisors:

**MUNICIPAL SERVICES CORE SERVICE AREA
COUNTY LANDSCAPE MAINTENANCE DISTRICTS
INCREASE TO THE EXISTING ASSESSMENT RATE FOR
LANDSCAPING AND LIGHTING ACT DISTRICT 2,
ZONE 21 (SUNSET POINTE) FOR FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to increase the existing landscape maintenance assessment for Landscaping and Lighting Act District 2, Zone 21 (Sunset Pointe) for Fiscal Year 2025-26.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve and file the Engineer's Report; adopt a Resolution of Intention for the proposed increase to the existing landscape maintenance assessment for Landscaping and Lighting Act District 2, Zone 21 (Sunset Pointe) from \$750 to \$1,257.19 for a single-family residence starting in Fiscal Year 2025-26; and set a public hearing for April 29, 2025.

DRAFT

3. Instruct the Executive Officer of the Board to give notice of the public hearing and provide the assessment ballots by mail at least 45 days prior to the date of the public hearing scheduled for April 29, 2025, pursuant to Article XIII D, Section 4, of the California Constitution (Proposition 218).

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

1. Instruct the Executive Officer of the Board to tabulate the ballots submitted and not withdrawn in support of and in opposition to the proposed increase of the existing landscape maintenance assessment for Landscaping and Lighting Act District 2, Zone 21 (Sunset Pointe) beginning Fiscal Year 2025-26.
2. Determine whether there is a majority protest for the increase in the existing landscape maintenance assessment for Landscaping and Lighting Act District 2, Zone 21 (Sunset Pointe).
3. Adopt the resolution ordering the increase of the assessment rate for Landscaping and Lighting Act District 2, Zone 21 (Sunset Pointe) for Fiscal Year 2025-26, if there is no majority protest.

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) and allow Public Works to initiate proceedings to increase the existing landscape maintenance assessment for Landscaping and Lighting Act (LLA) District 2, Zone 21 (Sunset Pointe) beginning Fiscal Year 2025-26.

On July 12, 1979; August 10, 1995; and July 22, 1997, the Board of Supervisors approved the formation of LLA Districts 1, 2, and 4 and zones therein, respectively, pursuant to provisions of Part 2 of Division 15 of the California Streets and Highways Code, Section 22500 et seq., in order to collect assessments to pay for the maintenance costs of landscaping that will benefit the subject properties.

On June 12, 1979, the Board approved the method of distributing maintenance costs based on land use and/or benefit for LLA District 2, Zone 21 (Sunset Pointe). On July 1, 2008, this method of distributing maintenance costs was updated to \$750 per approval by the Board and Proposition 218 vote. This method and the proposed assessment rate are shown in detail in the Engineer's Report (enclosed).

DRAFT

LLA District 2, Zone 21 (Sunset Pointe) is located in the unincorporated County community of Stevenson Ranch and consists of 31 acres of maintenance area comprised of slopes and flat planter areas, and approximately 1,400 trees. LLA District 2, Zone 21 (Sunset Pointe) has about 27 acres of irrigated and maintained area and about 4 acres of defensible space brush clearance, and contains 8 irrigation controllers, 9 backflows, and approximately 185 irrigation brass valves. The recommended actions would increase the existing landscape maintenance assessment for LLA District 2, Zone 21 (Sunset Pointe) beginning in Fiscal Year 2025-26 from \$750 to \$1,257.19 for a single-family residence. Financial analysis of this zone revealed the need for an increase in the assessment rate to cover the increasing costs of utilities, labor, and materials used to provide landscape maintenance services to the zone.

Public Works has been in communication with the community since November 2021 including hosting several meetings with the working group representing the community. Between June 2024 and October 2024, three meetings and one open house were held with the property owners of the zone to discuss the landscape maintenance services, the funding needed to provide the services, and the resulting proposed assessment rate increase. Property owners were informed that if the assessment rate increase is not approved, the County would no longer be able to effectively provide the landscape maintenance services for the zone.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal A, Public Health, Strategy i, Population Based Health, by ensuring the continuation of services to maintain the landscaped areas and appurtenant improvements that benefit those who live within LLA District 2, Zone 21 (Sunset Pointe).

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

All services administered by Public Works and provided in LLA District 2, Zone 21 (Sunset Pointe) are funded by the assessments established by the Board. The proposed increase in assessments is estimated at \$152,279.15 for a total of \$371,499.65 in Fiscal Year 2025-26, which will fund the necessary maintenance, services, and administrative costs associated with the improvements in the zone during Fiscal Year 2025-26.

DRAFT

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The LLA of 1972, Government Code Section 53753, and the California Constitution (Proposition 218) establish procedures that must be followed for the levy of any new or increased assessment. In order to increase an existing assessment, Proposition 218 and Government Code Section 53753 require that a public hearing be set and that a ballot and public hearing notice be sent to all affected property owners at least 45 days before the public hearing.

If the ballots submitted in opposition to the increased assessment rate do not exceed those in favor, the Board may approve the increased assessment rate. The proposed assessment rate must be supported by a detailed Engineer's Report. Section 22623 of the California Streets and Highways Code provides that the Board may approve the Engineer's Report as filed or modify the Engineer's Report and approve it as modified.

County Counsel has reviewed and approved this Board letter and the enclosed resolutions as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from CEQA. Adoption of the proposed resolution to increase the landscape maintenance assessment for LLA District 2, Zone 21 (Sunset Pointe) is for the purpose of meeting operating expenses and is exempt from CEQA, pursuant to Section 21080, subsections (b)(8), of the California Public Resources Code and Section 15273, subsection (a), of the CEQA guidelines and based upon the written findings incorporated in the record setting forth the basis of the exemption with specificity.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or programs as a result of approving this action.

DRAFT

CONCLUSION

Please return one adopted copy of this Board letter and signed resolutions to Public Works, Land Development Division. Also, please forward one adopted copy of the Board letter and the signed resolutions to the Assessor (Ownership Services Section) and to the Auditor-Controller (Tax Division).

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:CB:la

Enclosures

c: Assessor (Ownership Services)
Auditor-Controller (Tax Division)
Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors



County of Los Angeles

Department of Public Works

LANDSCAPING AND LIGHTING ACT DISTRICT NO. 2

Zone No. 21
(Sunset Pointe)

ENGINEER'S REPORT

Establishment of
New/Increased Assessments

Commencing Fiscal Year 2025/2026

Intent Meeting: March 11, 2025

Public Hearing: April 29, 2025

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT
COUNTY OF LOS ANGELES
LANDSCAPING AND LIGHTING ACT DISTRICT NO. 2
ZONE NO. 21 (SUNSET POINTE)

BALLOTING FOR NEW/INCREASED ASSESSMENTS
INCLUSION OF TERRITORY (PREVIOUSLY ANNEXED, BUT NOT ASSESSED)

FISCAL YEAR 2025/2026

ENGINEER'S REPORT
CERTIFICATES

This Engineer's Report ("Report") outlines the parcels upon which increased assessments are proposed to be levied and collected within Zone No. 21 (Sunset Pointe) of the Los Angeles County Landscaping and Lighting Act District No. 2 ("LLAD No. 2"), commencing in Fiscal Year 2025-26. This Report specifically addresses only Zone No. 21 of LLAD No. 2, the improvements associated with the Zone, the estimated annual costs to maintain and service those improvements, the method of apportioning those budgeted costs, and the resulting assessments proposed to be levied on the parcels therein as they existed at the time this Report was prepared pursuant to a Resolution of the Los Angeles County Board of Supervisors. The new/increased assessments as described herein are deemed necessary to provide and adequately maintain the improvements determined to specially benefit the properties within Zone No. 21 and shall be submitted to the property owners of record within the Zone as part of a protest ballot proceeding conducted pursuant to the California Constitution Article XIID before the new/increase assessments may be adopted and imposed by the Board of Supervisors. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within Zone No. 21 of LLAD No. 2. The undersigned respectfully submits the enclosed Report as directed by the County Board of Supervisors.

Dated this _____ day of _____, 2024.

Willdan Financial Services
Assessment Engineer
On Behalf of the County of Los Angeles Department of Public Works

Stacey Reynolds, Senior Project Manager
District Administration Services

By: _____

Tyrone Peter
R. C. E. # C81888

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Introduction

This Engineer's Report ("Report") was prepared in accordance with the Landscaping and Lighting Act of 1972 ("1972 Act") and in compliance with the substantive and procedural requirements of the California Constitution. The County of Los Angeles ("County") Board of Supervisors ("Board") has, by resolution, initiated proceedings in connection with the proposed establishment of increased assessments within the County's Landscaping and Lighting Act District No. 2 ("LLAD No. 2"), Zone No. 21 ("Zone No. 21") to continue providing for the future operation, maintenance, and servicing of landscape improvements within Zone No. 21.

Zone No. 21 was formed in 1986 for landscape maintenance purposes pursuant to the 1972 Act. The original assessment rate was increased from \$550 per parcel to \$750 per equivalent benefit unit (EBU) in Fiscal Year 2008-09 in accordance with Proposition 218. Los Angeles County Public Works ("Public Works") has evaluated the landscape improvements in Zone No. 21 and determined that the annual cost to adequately operate, maintain, and service those improvements exceeds the total assessment amount currently being collected each year from properties within the Zone. The current assessment rate of \$750 does not include an annual adjustment factor to account for inflation. The annual expenses to operate and maintain the improvements in Zone No. 21 have increased over time, but the assessments to support operation, maintenance, and servicing costs have not changed. As a result, Zone No. 21 has operated on a marginal budget and at a reduced level-of-service for several years. It is necessary to increase the assessment rates for Zone No. 21 to provide sufficient funding to operate and maintain the landscape improvements within the Zone.

This Report was prepared as part of the proceedings required to increase assessments for parcels within Zone No. 21. The Report describes the proposed assessments to be levied on each property in connection with the special benefit it receives from the maintenance of Zone No. 21 improvements. As authorized by the 1972 Act, the assessments described herein will provide an annual funding source to support the future operation, maintenance, and servicing of the improvements in Zone No. 21, including incidental expenses and future rehabilitation and/or renovation.

The exterior boundaries of Zone No. 21, as shown on the Boundary Diagram in Part IV of this Report, are coterminous with the combined boundaries of tracts and subdivisions identified in this Report that are collectively known and referred to as Sunset Pointe.

After the presentation of this Report to the Board for review and approval, the Board may adopt a resolution of intention to increase the existing assessment rate for Zone No. 21 and to ballot the property owners of record therein for the proposed levy and collection of assessments as specified in this Report.

The proposed increased annual assessment rate to be levied on properties within Zone No. 21, as described herein, will provide a funding source for the future operation, maintenance, and servicing of the irrigated turf, groundcover, shrubs, and trees of the private slopes and flat areas, as well as associated amenities and facilities within Zone No. 21. These improvements, and the need for continued maintenance and operation thereof, are a direct result of and integral to the development of the properties within Sunset Pointe. For each parcel within Zone No. 21, the improvements provide special benefits that are particular and distinct from general benefits to other parcels and/or the public at large. The proportionate special benefit derived by each parcel is determined in relationship to the entirety of the capital cost of operating and maintaining the improvements in the Zone. The assessment is apportioned so that the amount assessed to each

parcel does not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to general benefits.

If any section, subsection, sentence, clause, phrase, or portion of this Report is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of the Report.

Assessment Law

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the acquisition, construction, maintenance, and servicing of landscaping and appurtenant facilities. Section 22573 of the 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value. This section states:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2d defines District as follows:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;

Article XIID Section 2i defines Special Benefit as follows:

“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIID Section 4a defines proportional special benefit assessments as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel.”

Effect of Proposition 218

On November 5, 1996, the Statewide electorate approved Proposition 218, Right to Vote on Taxes Act, which added Articles XIIC and XIID to the California Constitution. Article XIID affects all assessments upon real property for a special benefit conferred on the property. Assessments imposed under the 1972 Act encompasses these types of benefit assessments.

The provisions of Proposition 218 can be summarized in four general areas:

- Strengthens the general and special tax provisions of Propositions 13 and 62;
- Extends the initiative process to all local taxes, assessments, fees and charges;
- Adds substantive and procedural requirements to assessments; and
- Adds substantive and procedural requirements to property-related fees and charges.

Under Proposition 218, zones and parcels subject to a proposed new or increased assessment are balloted for those new or increased assessments in accordance with Article XIII D of the State Constitution.

Ballot Proceedings

Pursuant to section 4 of article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act (Gov. Code, § 53750 et seq.), the County shall provide mailed notice of the proposed assessment increase to the record owner of each parcel identified as being subject to the assessment. The notice will include an assessment ballot and will be mailed at least 45 days before the public hearing on the proposed assessment increase.

At the time, date, and place stated in the notice, the Board shall conduct a public hearing on the proposed assessment increase and consider all objections or protests, if any. An impartial person designated by the Board who does not have a vested interest in the outcome of the proposed assessment increase shall tabulate the assessment ballots at the conclusion of the hearing.

As specified in section 53753, subdivision (e)(4) of the Government Code, a majority protest exists if the assessment ballots submitted in opposition to the proposed assessment increase exceed the assessment ballots submitted in its favor, weighting those assessment ballots according to the proportional financial obligation of the affected properties. If there is a majority protest, the assessment increase will not be imposed. However, the County may continue to levy and collect assessments at the current rate for Zone No. 21. If a majority protest does not exist, the Board may approve this Report and impose the increased assessments described herein.

The word “parcel,” for the purposes of this Report, refers to an individual property that is assigned its own Assessor’s Parcel Number (APN) by the Los Angeles County Assessor’s Office. The Los Angeles County Auditor/Controller uses APNs and specific Fund Numbers to identify properties to be assessed on the tax roll for special benefit assessments.

Report Content

In accordance with article XIII D of the California Constitution and article 4, chapter 1 of the 1972 Act, this Report was prepared pursuant to Board resolution in connection with the proposed establishment of increased assessments, commencing in Fiscal Year 2025/2026, for LLAD No. 2, Zone No. 21. The Report consists of five (5) parts:

Part I

Plans and Specifications: Part I provides a general description of Zone No. 21 and the landscape improvements therein, and identifies all parcels within the Zone that will have a special benefit conferred upon them and upon which an assessment will be imposed. A diagram showing the exterior boundaries of the Zone and each parcel therein is provided in Part IV of this Report.

Part II

Method of Assessment: Part II sets forth the general and special benefits conferred on the parcels within Zone No. 21, the method used to calculate the proportionate special benefit derived by each parcel, and the method of apportionment so that the amount assessed to a parcel does not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to general benefits..

Part III

Estimate of Costs: Part III provides the estimated total annual operation and maintenance costs for Zone No. 21 and the maximum assessment for parcels within the Zone. This estimated annual total includes direct operational costs (e.g., regular landscape maintenance, utilities, etc.); collection of funds for anticipated future repair and rehabilitation of the improvements and amenities; and incidental expenses authorized by the 1972 Act (e.g., administration expenses, County and professional service fees, collection of appropriate fund balances, etc.).

Part IV

Boundary Diagram: Part IV contains a diagram showing the exterior boundaries of Zone No. 21 encompassing all benefitted parcels and identifies each parcel within the Zone. The Los Angeles County Assessor's map contains a detailed description of the lines and dimensions of each lot and parcel of land within Zone No. 21. The Boundary Diagram together with the Assessment Roll contained in Part V of this Report comprise the Assessment Diagram for Zone No. 21.

Part V

Assessment Roll: Part V lists each parcel included in Zone No. 21 and the corresponding proportional special benefit assessment amount, as determined based on the parcel's proportional Equivalent Benefit Units (EBU) allocation.

Part I - Plans and Specifications

Description of Zone No. 21

Zone No. 21 is comprised primarily of residential and commercial properties in the unincorporated area generally located West of the Golden State Freeway (I-5) and The Old Road and East of Sagecrest Circle. No modifications have been made to the boundaries of Zone No. 21 originally established by the Board on July 1, 1986.

The parcels of land within the subdivision are identified as:

Tract No. 43971	Tract No. 43794	Tract No. 43797
Tract No. 43972	Tract No. 43795	Tract No. 43798
Tract No. 43973	Tract No. 43976	

Improvements and Services

Improvements Authorized by the 1972 Act

The 1972 Act defines "improvement" to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

"Incidental expenses" are defined to include all of the following:

- The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
- The costs of printing, advertising, and the publishing, posting, and mailing of notices.
- Compensation payable to the County for collection of assessments.
- Compensation of any engineer or attorney employed to render services.
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
- Any expenses incidental to the issuance of bonds or notes pursuant to section 22662.5 of the Streets and Highways Code.
- Costs associated with any elections held for the approval of a new or increased assessment.

"Maintain" or "maintenance" are defined to mean the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Service" or "servicing" are defined to mean the furnishing of water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Zone No. 21 Improvements

Properties within Zone No. 21 are assessed to provide funding for the continued operation, and maintenance of landscape improvements and related amenities that provide a particular and distinct special benefit to each parcel within the Zone. These improvements include various trees, turf, plants, shrubs, ground covers (including vegetation, mulch, and decomposed granite), irrigation and drainage systems, and other amenities such as concrete surfaces, entry monuments, and signage. Specific plans, specifications, and detailed drawings for these improvements are included in the tract and subdivision maps associated with the development of properties within Zone No. 21. Zone No. 21 includes a total of:

- Approximately 1,400 trees
- Approximately 0.16 acres of irrigated turf area;
- Approximately 30 acres of irrigated and planted slopes; and
- Approximately 4 acres of brush clearance area.

The costs of maintenance, utilities and supplies have increased over time, creating a widening gap between the full cost of operating, maintaining, and servicing the improvements in Zone No. 21 and the assessment revenue available to fund these services. Consequently, Public Works has gradually reduced the level of service to align with the available assessment funding, including:

- Reductions in the frequency that turf areas are mowed;
- Reductions in the frequency of trimming and pruning plants and trees; and
- Reductions in the frequency of weed, litter and debris control.

The budget and assessment rates described in this Report will provide sufficient funding for the future operation, maintenance, and servicing of the improvements within Zone No. 21. The proposed assessment increase, if approved, will support activities that include but are not limited to:

- Regular mowing and rejuvenation of turf areas;
- Regular tree trimming cycles;
- Regular pruning and trimming of plant material;
- Regular brush clearing;
- Regular weed and litter removal;

- Irrigation system monitoring, maintenance, and repair; and
- Repair and/or replacement as needed of vegetation and amenities damaged by weather or vandalism.

In addition to funding the regular operation and maintenance of the improvements, as authorized by the 1972 Act, the proposed assessment increase will also generate funding for related incidental expenses, including, but not limited to, administrative costs, periodic and/or planned repairs, and operational reserves.

Note that the new assessment rate being proposed does not include an annual cost-of-living adjustment. As a result, it is anticipated that the services detailed above will decline over time as costs to perform landscaping maintenance increase.

Part II - Method of Assessment

Special Benefit Analysis

In accordance with Proposition 218, the method of apportionment described in this Report utilizes accepted engineering practices to determine the proportionate special benefit derived by each parcel in relationship to the entirety of the cost to operate, maintain, and service the improvements within Zone No. 21. The costs of the general benefits identified below have been quantified and excluded from the total budget to be raised by the assessment.

The improvements within Zone No. 21, for which properties are being assessed and for which an increase in assessments is necessary, are essential for the development of properties within Zone No. 21 to their fullest potential and use. These improvements were originally installed in connection with the collective development of the properties within the Zone and were considered to be an integral part of developing those properties, consistent with the property development plans. Furthermore, these improvements were not required nor necessarily desired by any properties or developments outside the Zone boundaries, but were installed as an enhancement to the development of the properties within the Zone. In fact, in an analysis of adjacent or similar development areas in proximity to Zone No. 21, many of those developments and areas have similar local landscape amenities for which they are assessed or are privately maintained through an association or individual property owners.

Each assessed parcel within Zone No. 21 receives a particular and special benefit over and above any general benefit that may be conferred by the improvements. The services provided by the Zone enhance the suitability of each parcel within Zone No. 21 for human occupation. Only the specific properties that enjoy close and unique proximity and views of the specific improvements funded by the assessment are included in the Zone. "Close proximity" is defined as being within 500 feet of any improvement maintained by the Zone. "Unique proximity" is defined as being within the limits of the boundaries as established by the Zone's original formation documents. A parcel with both close and unique proximity receives special benefits from the improvements, including the following:

- Creation of individual lots for residential and commercial use that, in the absence of the landscape improvements, would not have been created;
- Enables each parcel to be sold, leased, financed or utilized as a separate lot;
- For commercial properties, the improved aesthetic appeal and enhanced desirability resulting from well-kept landscape improvements increases the draw of businesses to purchase or lease property within the Zone and opportunity to draw clientele; and
- Close proximity, as defined above, to improved landscaped areas and other public improvements within the Zone.

Clearly the improvements for Zone No. 21 incorporate local landscape amenities not found in all areas of the County and the properties to be assessed are part of a specific development area that created the need for these improvements. The improvements would otherwise not be necessary or required without the development or potential development of those properties. Moreover, the continued operation and maintenance of these local improvements at the level of service necessary to ensure the health, growth, and appearance thereof have a direct and particular impact on those properties and are in addition to what the County would otherwise be obligated to provide.

Ultimately, operation, maintenance, and servicing of these improvements are services provided directly to the individual properties in the Zone that are not provided to other properties or the public at large. As previously noted, similar local landscape improvements throughout the County are funded

either by local assessments, property associations, or privately by individual properties, and the properties within Zone No. 21 derive no more benefit from those localized improvements than those developments benefit from the improvements within Zone No. 21.

In determining the proportionate special benefit derived by each identified parcel, the proximity of the parcel to the public improvements detailed above, and the maintenance, servicing, and operating costs of said public improvements, were considered and analyzed. Due to the close and unique proximity of the parcels to the improvements within the Zone, it has been demonstrated and determined that the parcels are uniquely benefited by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by, the continued operation, maintenance, and servicing of these improvements in a way that is particular and distinct from the effect on other parcels and that real property in general and the public at large do not share.

General Benefit Analysis

Article XIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given below.

There is no widely accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. The California Supreme Court's decision in *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In interpreting Article XIII D, section 2, subdivision (b) of the California Constitution, the State Supreme Court noted: “general benefits are not restricted to benefits conferred only on persons and property outside the assessment district, but can include benefits both ‘conferred on real property located in the district or to the public at large.’” (*Silicon Valley Taxpayer's Ass'n v. Santa Clara County Open Space Authority* (2008) 44 Cal.4th 431, 455, citing Art. XIII D, § 2, subd. (i).) Furthermore, the Court found “public at large” means “all members of the public – including those who live, work, and shop within the district – and not simply transient visitors.” (*Ibid.*)

While the landscape improvements within Zone No. 21 provide a special benefit to each parcel within the boundaries of the Zone, the improvements also provide a degree of “general benefit” since members of the general public may drive through the Zone and thereby receive a general benefit due to their enjoyment of the enhanced aesthetics of the neighborhood. In addition, the improvements also provide general benefits to properties inside and outside of the Zone, including enhanced property values. Due to the nature of the general benefit provided to properties outside of the zone, it is impossible to quantify the amount of general benefit these outside properties receive. Therefore, these general benefits are determined to equate to a conservative amount of about 12 percent of the total benefits provided by the Zone improvements.

As such, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 12 percent. The total Zone budget, as shown in this Report, is 88 percent of the total costs to administer and maintain the Zone.

Method of Assessment

Equivalent Benefit Units

To assess benefits equitably it is necessary to consider the entire scope of the improvements provided and to calculate each assessed property's relative share of the special benefits conferred by the improvements and services. The total annual budget for Zone No. 21 is allocated to parcels within the Zone by class, using "Equivalent Benefit Unit" (EBU) as the basic unit of benefit to represent the relative shares assessed to each class of property. This method of apportionment calculates the benefit derived by each assessed parcel as a multiple (or a fraction) of the EBU to establish proportional assessments utilizing a shared measure of proportional benefit based on each property's specific characteristics and relationship to the improvements compared to that of the base value.

For the purposes of this Engineer's Report, an EBU is the quantum of benefit derived from the funded Zone improvements by a developed single-family residential parcel. A majority of the parcels within Zone No. 21 are developed single-family residential parcels approximately 0.25 acre in size. The single-family residential parcel I has been selected as the basic unit "benchmark" for calculation of assessments since it represents most of the properties within Zone No. 21. Each of these parcels receive proportionately equal special benefits from the improvements. Thus, each single-family residential parcel is allocated 1.00 EBU.

Unlike single-family residential parcels, developed commercial parcels in Zone No. 21 vary in size. The theory of benefit, as stated above, is that the operation, maintenance, and servicing of these improvements enhance the suitability of each parcel within the Zone for human occupation. Larger developed commercial parcels would have the ability to draw more businesses and therefore derive larger benefits with the enhanced opportunity to draw clientele. Since the physical size of a parcel directly correlates with its capacity for human occupation, the EBU allocation for each developed commercial parcel in Zone No. 21 is calculated based on its acreage, with 1.00 EBU assigned for each 0.25 acre.

Land Use Designations

Based on available parcel information obtained from the County Assessor's Office, the total annual budget for Zone No. 21 is allocated to assessed parcels according to each parcel's land use designation.

Developed Single-Family Residential Parcels

Each developed single-family residential parcel is allocated 1.00 EBU.

Developed Commercial Parcels

The EBU allocation for developed commercial parcels is calculated based on acreage. Since single family residential parcels represent the basic unit of benefit and are each approximately 0.25 acre in size, each acre of a commercial property will be assessed at an equivalent rate of 4.00 EBUs per acre.

Exempt Parcels

Vacant parcels that are restricted in use and: (1) cannot be developed for human occupancy; (2) cannot be developed independently from an adjacent property; or (3) are part of a shared interest with other properties are assessed zero EBU. Due to their restricted development potential, they cannot derive any benefits based on enhanced suitability for human occupation.

Land Use Designation	EBU
Single Family Residential	1.00/each
Commercial	4.00/acre
Exempt Parcels	0.00/each

EBU Allocation

The following is a summary of the EBU allocation for assessed parcels within Zone No. 21.

Land Use Designation	No. of Parcels	EBU Allocation	Total EBU
Single Family Residential	238	1.00/each	238.00
Commercial	13	4.00/acre	57.50
Exempt Parcels	17	0.00/each	0.00
Total	268	-	295.50

Calculation of Assessments

The assessment amount per EBU for Zone No. 21 is calculated by:

Taking the "Total Annual Expenses" and subtracting the "General Benefit Cost" to establish the "Special Benefit Cost";

Total Annual Expenses – General Benefit Cost = Special Benefit Cost

Various "Funding Adjustments" may be applied to the Special Benefit Cost, including, but not limited to:

- "Reserve Contribution" represents an amount collected by the County as reserve funds, which are carried over from year to year. The purpose of reserve funds is to save for unexpected expenses due to unforeseen circumstances, such as earthquake or fire. These unexpected expenses could include, but are not limited to, irrigation controller replacements, irrigation system repairs, replanting bare areas.
- "County Contribution" represents an adjustment that may be made if the County chooses to make a one-time contribution of funding to address a funding gap between the total assessment revenue and the costs to maintain the improvements.

These adjustments to the Special Benefit Costs result in the net special benefit amount to be assessed, or the "Total Assessment Amount."

Special Benefit Costs +/- Funding Adjustments = Total Assessment Amount

The amount identified as the "Total Assessment Amount" is divided by the total number of EBUs to establish the "Assessment Rate" for the Fiscal Year 2025-26. The Assessment Rate is then applied to each parcel's individual EBU allocation, calculated based on the parcel's proportionate special benefits, to determine the amount assessed to that parcel, or "Parcel Assessment Amount."

Total Assessment Amount / Total EBU = Assessment Rate

Assessment Rate x Parcel EBU Allocation = Parcel Assessment Amount

Part III - Estimate of Costs

Proposed Budget Fiscal Year 2025-26

The following budget for LLA District No. 2, Zone No. 21 provides an estimate of the annual costs to properly operate, maintain, and service the Zone improvements identified in Part I of this Report and establishes the proposed Assessment Rate for Fiscal Year 2025-26.

Los Angeles County Landscaping and Lighting Act District No. 2, Zone No. 21

Budget Items	Total Budget
ANNUAL MAINTENANCE COSTS	
Landscape Maintenance Services	\$ 213,000.00
Pest Control	\$ 2,000.00
Total Annual Maintenance Costs	\$ 215,000.00
UTILITY COSTS	
Water	\$ 90,000.00
Electricity	\$ 1,500.00
Total Utility Costs	\$ 91,500.00
TOTAL MAINTENANCE FUNDING	\$ 306,500.00
PROGRAM SUPPORT & OTHER ANNUAL FUNDING COSTS	
Annual Reserve Contribution	\$ 5,000.00
Field/Contract Monitoring Expenses	\$ 58,000.00
Professional/County Administrative Expenses	\$ 2,000.00
Total Support & Other Annual Funding	\$ 65,000.00
TOTAL ANNUAL COSTS	\$ 371,500.00
TOTAL ELIGIBLE SPECIAL BENEFIT COST	\$ 371,500.00
General Benefit Cost ¹	\$ 44,580.00
BALANCE TO LEVY	\$ 371,500.00
DISTRICT STATISTICS	
Total Parcels	269
Parcels Levied	268
Total Benefit Units	295.5000
Current Maximum Assessment Rate per EBU	\$ 750.00
Proposed Assessment Rate per EBU for Fiscal Year 2025-26	\$ 1,257.19
Proposed Maximum Assessment Rate per EBU	\$ 1,257.19
Total Balloted Assessment Amount	\$ 371,499.65

¹ General Benefit Cost is not factored into the presented budget. It is separate from and in addition to the budget.

Part IV - Boundary Diagram

The following is a diagram showing the boundaries LLA District No. 2, Zone No. 21. The dimensions of all parcels within the boundaries of the Zone and depicted in this diagram are the same as the lines and dimensions of the parcels shown on the Los Angeles County Assessor's Parcel Maps, which are incorporated by reference. Part V provides an Assessment Roll listing the parcels depicted on this Boundary Diagram, each identified by an Assessor's Parcel Number (APN) assigned by the Los Angeles County Assessor's Office

County of Los Angeles
Landscaping and Lighting District No. 2 Zone 21
Assessment Diagram



Part V - Assessment Roll

Parcel identification for each parcel within LLM District No. 2, Zone No. 21 is based on available parcel maps and property data from the Los Angeles County Assessor's Office. A listing of the APNs for parcels to be assessed within Zone No. 21, along with the corresponding Parcel Assessment Amount proposed for Fiscal Year 2025-26 is provided below.

Los Angeles County
Landscaping and Lighting Act District No. 2, Zone No. 21 (Sunset Pointe)
Proposed New/Increase Assessment for Fiscal Year 2025/2026

Assessor's Parcel Number	Land Use	EBU	Balloted Maximum Assessment	Proposed FY 25-26 Maximum Assessment Rate	Proposed FY 25-26 Assessment Rate
2826-021-024	Non-Residential	0.14	\$176.01	\$176.01	\$176.01
2826-038-002	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-003	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-004	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-005	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-006	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-007	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-008	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-009	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-010	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-011	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-012	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-013	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-014	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-015	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-016	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-017	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-018	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-019	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-020	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-021	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-022	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-023	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-024	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-025	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-026	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-027	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-028	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-029	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-030	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-031	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-032	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-033	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-034	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-038-037	Exempt	0	\$0.00	\$0.00	\$0.00

Los Angeles County
Landscaping and Lighting Act District No. 2, Zone No. 21 (Sunset Pointe)
Proposed New/Increase Assessment for Fiscal Year 2025/2026

2826-038-041	Non-Residential	1.37	\$1,722.35	\$1,722.35	\$1,722.35
2826-038-042	Non-Residential	0.57	\$716.60	\$716.60	\$716.60
2826-038-043	Non-Residential	1.98	\$2,489.24	\$2,489.24	\$2,489.24
2826-038-044	Exempt	0	\$0.00	\$0.00	\$0.00
2826-038-045	Exempt	0	\$0.00	\$0.00	\$0.00
2826-038-046	Non-Residential	0.36	\$452.59	\$452.59	\$452.59
2826-039-017	Non-Residential	8.36	\$10,510.11	\$10,510.11	\$10,510.11
2826-039-018	Non-Residential	11.92	\$14,985.70	\$14,985.70	\$14,985.70
2826-039-019	Non-Residential	12.00	\$15,086.28	\$15,086.28	\$15,086.28
2826-039-020	Non-Residential	5.64	\$7,094.07	\$7,094.07	\$7,094.07
2826-039-022	Exempt	0	\$0.00	\$0.00	\$0.00
2826-039-023	Exempt	0	\$0.00	\$0.00	\$0.00
2826-039-024	Exempt	0	\$0.00	\$0.00	\$0.00
2826-039-025	Exempt	0	\$0.00	\$0.00	\$0.00
2826-039-026	Exempt	0	\$0.00	\$0.00	\$0.00
2826-039-030	Non-Residential	3.24	\$4,073.30	\$4,073.30	\$4,073.30
2826-039-031	Non-Residential	7.16	\$9,001.48	\$9,001.48	\$9,001.48
2826-039-032	Non-Residential	1.57	\$1,973.79	\$1,973.79	\$1,973.79
2826-039-033	Non-Residential	3.19	\$4,010.44	\$4,010.44	\$4,010.44
2826-039-900	Exempt	0	\$0.00	\$0.00	\$0.00
2826-040-005	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-006	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-007	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-008	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-009	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-010	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-011	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-012	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-013	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-014	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-015	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-016	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-017	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-018	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-019	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-020	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-021	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19

Los Angeles County
Landscaping and Lighting Act District No. 2, Zone No. 21 (Sunset Pointe)
Proposed New/Increase Assessment for Fiscal Year 2025/2026

2826-040-022	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-023	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-024	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-025	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-026	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-027	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-028	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-037	Exempt	0	\$0.00	\$0.00	\$0.00
2826-040-038	Exempt	0	\$0.00	\$0.00	\$0.00
2826-040-039	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-040	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-041	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-046	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-047	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-048	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-049	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-050	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-051	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-052	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-040-053	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-002	Exempt	0	\$0.00	\$0.00	\$0.00
2826-041-003	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-004	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-005	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-006	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-007	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-008	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-009	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-010	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-011	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-012	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-013	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-014	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-015	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-016	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-017	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-018	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-019	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-020	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19

Los Angeles County
Landscaping and Lighting Act District No. 2, Zone No. 21 (Sunset Pointe)
Proposed New/Increase Assessment for Fiscal Year 2025/2026

2826-041-021	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-022	Exempt	0	\$0.00	\$0.00	\$0.00
2826-041-023	Exempt	0	\$0.00	\$0.00	\$0.00
2826-041-024	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-025	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-026	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-027	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-028	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-029	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-030	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-031	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-032	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-033	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-034	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-035	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-036	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-037	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-041-038	Exempt	0	\$0.00	\$0.00	\$0.00
2826-041-039	Exempt	0	\$0.00	\$0.00	\$0.00
2826-042-002	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-003	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-004	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-005	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-006	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-007	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-008	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-009	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-010	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-011	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-012	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-013	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-014	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-015	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-016	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-017	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-018	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-019	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-020	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-021	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19

Los Angeles County
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Proposed New/Increase Assessment for Fiscal Year 2025/2026

2826-042-022	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-023	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-024	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-025	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-026	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-027	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-028	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-029	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-030	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-031	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-032	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-033	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-034	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-042-037	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-001	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-002	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-003	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-004	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-005	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-006	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-007	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-008	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-009	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-014	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-015	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-018	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-024	Exempt	0	\$0.00	\$0.00	\$0.00
2826-043-028	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-031	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-043-045	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-001	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-002	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-003	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-004	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-005	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-006	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-007	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-008	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-009	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19

Los Angeles County

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Proposed New/Increase Assessment for Fiscal Year 2025/2026

2826-044-010	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-011	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-012	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-013	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-014	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-015	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-022	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-023	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-024	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-025	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-026	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-029	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-030	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-031	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-032	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-033	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-034	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-035	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-036	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-037	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-038	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-039	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-040	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-041	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-042	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-043	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-044	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-045	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-046	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-047	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-048	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-049	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-050	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-053	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-054	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-055	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-056	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-057	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-058	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19

Los Angeles County
Landscaping and Lighting Act District No. 2, Zone No. 21 (Sunset Pointe)
Proposed New/Increase Assessment for Fiscal Year 2025/2026

2826-044-059	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-060	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-061	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-062	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-063	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-064	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-067	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-068	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-069	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-070	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-071	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-072	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-073	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-074	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-075	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-076	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-077	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-078	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-079	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-044-080	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-001	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-002	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-003	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-004	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-005	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-006	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-007	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-008	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-009	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-010	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-011	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-012	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-013	Exempt	0	\$0.00	\$0.00	\$0.00
2826-045-014	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-015	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-016	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-017	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-018	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-019	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19

Los Angeles County
Landscaping and Lighting Act District No. 2, Zone No. 21 (Sunset Pointe)
Proposed New/Increase Assessment for Fiscal Year 2025/2026

2826-045-020	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-045-021	Single-Family Residential	1	\$1,257.19	\$1,257.19	\$1,257.19
2826-086-032	Exempt	0	\$0.00	\$0.00	\$0.00
Totals:		295.50	\$371,503.17		

Note: Total balloted maximum assessment may not tie to budget due to rounding.

**COUNTY OF LOS ANGELES BOARD OF SUPERVISORS
RESOLUTION OF INTENTION TO ORDER THE INCREASE OF ASSESSMENTS
FOR COUNTY LANDSCAPING AND LIGHTING ACT DISTRICT 2,
ZONE 21 (SUNSET POINTE), BEGINNING IN FISCAL YEAR 2025-26,
PRELIMINARILY APPROVING THE ENGINEER'S REPORT IN CONNECTION
WITH THE INCREASE IN ASSESSMENTS, AND SETTING A TIME AND
PLACE FOR THE PUBLIC HEARING ON THESE MATTERS**

WHEREAS, on July 12, 1979; August 10, 1995; and July 22, 1997; the Board of Supervisors of the County of Los Angeles approved the formation of Landscaping and Lighting Act (LLA) Districts 1, 2, and 4, respectively, for the purpose of providing funds for the operation of the LLA Districts and zones therein within the County of Los Angeles, pursuant to provisions of the Landscaping and Lighting Act of 1972 (Act), Section 22500 et. seq., of the California Streets and Highways Code; and

WHEREAS, the Director of Public Works, in accordance with Article XIII D, Section 4, of the California Constitution, has prepared and filed an Engineer's Report with the Executive Officer of the Board for submission to the Board to support an increase in assessment rate for LLA District 2, Zone 21 (Sunset Pointe) (hereinafter referred to as the Zone); and

WHEREAS, the proposed increase of the existing rate is for the purpose of providing funds for maintenance services in the Zone pursuant to provisions of the Act; and

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

SECTION 1. That the procedure for increasing assessments in the Zone shall be undertaken under and in accordance with Section 53753 of the California Government Code and Article XIII D of the California Constitution.

SECTION 2. A ballot and public hearing notice will be sent to all property owners within the subject Zone at least 45 days before the public hearing. The ballots will be weighted by the amount of assessment to be paid by each property owner within the subject Zone. The proposed increase will be abandoned if the weighted majority of ballots submitted before the close of the public hearing are opposed to the assessment increase.

SECTION 3. That on the _____ day of _____ 2024, at the hour of _____ of said day, is the day and hour, and the Chambers of the Board of Supervisors of the County of Los Angeles, Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street and Grand Avenue), Los Angeles, California 90012, is the place fixed by the Board for the public hearing on the proposed assessment increase; and is the time and place any and all persons may testify and be heard on these matters.

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

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
DAWYN R. HARRISON

By  _____
County Counsel

**COUNTY OF LOS ANGELES BOARD OF SUPERVISORS
RESOLUTION ORDERING THE INCREASE OF ASSESSMENTS RATE FOR
LANDSCAPING AND LIGHTING ACT DISTRICT 2, ZONE 21 (SUNSET POINTE)
FOR THE 2025-26 FISCAL YEAR**

WHEREAS, the Board of Supervisors of the County of Los Angeles previously approved the formation of Los Angeles County Landscaping and Lighting Act (LLA) District 2, Zone 21 (Sunset Point), for the purpose of providing funds for the operation of said zone, pursuant to provisions of the Landscaping and Lighting Act of 1972 (Act), Section 22500 et. seq. of the California Streets and Highways Code; and

WHEREAS, the Board of Supervisors, on February 4, 2025, adopted a Resolution of Intention to increase the assessment rate for LLA District 2, Zone 21 (Sunset Pointe), pursuant to provisions of the Act; and

WHEREAS, the Board of Supervisors approved and filed the Engineer's Report for LLA District 2, Zone 21 (Sunset Pointe), as required by law; and

WHEREAS, the Executive Officer of the Board of Supervisors caused ballots and public hearing notices to be mailed to property owners of identified parcels within LLA District 2, Zone 21 (Sunset Pointe), in the manner required by Section 53753 of the California Government Code and Article XIII D of the California Constitution to determine support or opposition on the matter of the assessment increase; and

WHEREAS, said Board heard all testimony and evidence and tabulated all returned ballots for proposed assessment rate increase for LLA District 2, Zone 21 (Sunset Pointe), and found that no majority protest exists.

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

SECTION 1. That this Board hereby orders the increase in the assessment rate for LLA District 2, Zone 21 (Sunset Pointe), in the amount set forth in the Engineer's Report beginning in Fiscal Year 2025-26.

SECTION 2. That in subsequent fiscal years, the Board of Supervisors may thereafter impose the assessment at any rate or amount that is less than or equal to the amount authorized for Fiscal Year 2025-26, as described in the Engineer's Report and the Resolution of Intention.

SECTION 3. That the Executive Officer of the Board of Supervisors is hereby ordered and directed to file a certified copy of this resolution upon its adoption with the Auditor-Controller.

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The foregoing resolution was adopted on the _____ day of _____ 2025, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
DAWYN R. HARRISON

By  _____
County Counsel

**FINDINGS PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT
GUIDELINES SECTION 15273(a)**

The Board of Supervisors finds as follows:

1. The proposed action is to increase the existing special benefit assessment levy for Landscape Maintenance District 2, Zone 21 (Sunset Pointe), service charges, for Fiscal Year 2025-26.
2. This levy increase is based on a detailed Engineer's Report, which has estimated anticipated operational expenses for Landscape Maintenance District 2, Zone 21 (Sunset Pointe). The Engineer's Report has confirmed that the increased levy will allow for sufficient maintenance within Landscape Maintenance District 2, Zone 21 (Sunset Pointe).
3. For the above reasons and those stated in the February 4, 2025, Board Letter and accompanying documents related to the increase of these levies, the proposed action is exempt from review under the California Environmental Quality Act, pursuant to Section 21080, subsections (b)(8), of the Public Resources Code and Section 15273 of the California Environmental Quality Act guidelines.

APPROVED AS TO FORM AND LEGALITY
Claudia G. Silva, County Counsel

By: _____
Gregory L. Lusitana
Senior Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/19/2025	
BOARD MEETING DATE	3/11/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Annual and On-Call Soft-Bottom Channel Facility Clearing Services - West Area	
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 If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The current contract has an expiration date of June 30, 2025; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing this service.	
COST & FUNDING	Total cost: \$2,164,653	Funding source: Funding for the first year of this service is included in the Internal Service Fund (B04 – Services and Supplies) Fiscal Year 2025-26 Budget, which will be reimbursed by the Flood Control District Fund (B07 – Services and Supplies). Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	TERMS (if applicable): This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.	
	Explanation: N/A	
PURPOSE OF REQUEST	The purpose of the recommended action is to award a service contract to International Environmental Corporation, a Local Small Business Enterprise, for annual and on-call soft-bottom channel facility clearing services and allow Public Works to utilize the services provided by the contractor in maintaining various earthen-bottom channels within the west maintenance area of the County of Los Angeles.	

BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Approval of the recommended action will award a service contract to International Environmental Corporation to provide annual and on-call soft-bottom channel facility clearing services in maintaining various earthen-bottom channels throughout the western portions within the County of Los Angeles. Public Works has contracted for these services since 2000.</p> <p>The work to be performed consists of the annual clearing, removal, and off-site disposal of brush, standing vegetation, rubbish, and debris; removal and trimming of trees; and other incidental and appurtenant work necessary to restore the capacity of existing earthen-bottom channels. Earthen-bottom channels are environmentally sensitive locations. Non-native vegetation, a limited amount of native vegetation, trees, all litter, debris, and other such foreign material(s) must be removed in compliance with permits issued by the regulatory agencies. The current contract will expire on June 30, 2025, and award of this contract will continue the current service beyond the expiration date.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how: In 2015, notices of the Request for Statement of Qualifications (RFSQ) were placed on the "Doing Business with Los Angeles County" website, "Do Business with Public Works" website, and X (formerly known as Twitter). Advertisement and outreach activities were conducted during the RFSQ process. Also, Public Works informed over 1,200 Local Small Business Enterprises, 298 independent contractors, various business development centers, and municipalities about this business opportunity. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: This recommendation supports Board Priority No. 7, Sustainability. The soft-bottom channel facility clearing services will improve the environmental, economic, and social well-being of our communities while maximizing and leveraging resources.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email: Adam Ariki, Deputy Director, (626) 458-4012, cell (626) 476-6703, aariki@pw.lacounty.gov</p>

P:\BRCDPUBISERVICE CONTS\CONTID\WAYNE\SOFT-BOTTOM CHANNEL CLEARING SERVICES\2023 REBID\WEST\06 BL\SOFT-BOTTOM WEST - CLUSTER.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

March 11, 2025

IN REPLY PLEASE
REFER TO FILE: **SWM-0**

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICE CONTRACT FOR
ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY
CLEARING SERVICES – WEST AREA
(SUPERVISORIAL DISTRICTS 1, 3, AND 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a service contract to International Environmental Corporation, a Local Small Business Enterprise and Community Business Enterprise, for annual and on-call soft-bottom channel facility clearing services at various locations within the west maintenance area of the County of Los Angeles.

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 and delegate authority to the Director of Public Works or his designee to execute a contract with International Environmental Corporation for annual and on-call soft-bottom channel facility clearing services in the west maintenance area. This contract 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 a maximum potential contract term of 66 months and a maximum potential contract sum of \$2,164,653.

3. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, International Environmental Corporation 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 actions is to award a service contract to International Environmental Corporation to provide annual and on-call soft-bottom channel facility clearing services at various locations within the west maintenance area of the County of Los Angeles. The work to be performed will consist of the annual clearing, removal, and off-site disposal of brush, standing vegetation, rubbish, and debris; removal and trimming of trees; and other incidental and appurtenant work necessary to restore the capacity of existing earthen-bottom channels. Earthen-bottom channels are environmentally sensitive locations. Non-native vegetation, a limited amount of native vegetation, trees, all litter, debris, and other such foreign materials must be removed in compliance with permits issued by the regulatory agencies. This will reduce the risk of flooding in the surrounding communities.

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 iii, Natural Resources; Focus Area Goal E, Economic Health, Strategy ii, Small Businesses; 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 by contracting with the contractor who has the expertise to provide these services accurately, efficiently, timely, and in a responsive manner, which will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract sum is \$393,574. The contract includes four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with an estimated maximum potential contract sum of \$2,164,653. Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms. The County may also authorize an extension of time to the Contract's maximum potential term not to exceed 180 days with no additional funding.

Funding for the first year of this service is included in the Internal Service Fund (B04 – Services and Supplies) Fiscal Year 2025-26 Budget, which will be reimbursed by the Flood Control District Fund (B07 – Services and Supplies). When the need arises for services under this contract, financing the required services will be from the appropriate funding source. Total annual expenditure for this service, however, will not exceed the contract's amount approved by the Board. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contract as to form (Enclosure A) prior to approval. The recommended contract with International Environmental Corporation, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. This contract will commence on July 1, 2025, or upon 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 proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The current contract will expire on June 30, 2025. The award of this contract will continue the current services by the recommended contractor.

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(i) of the California Environmental Quality Act Guidelines and Class 1, Subsection (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, the contract work involves annual and on-call channel clearing services to maintain the flood control capacity of existing soft-bottom channels located within the western portions of the County of Los Angeles, 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

In 2015, the enclosed notices of the Request for Statement of Qualifications (RFSQ) (Enclosure C), were placed on the "Doing Business with Los Angeles County" website "Do Business with Public Works" website, and X (formerly known as Twitter). Advertisement and outreach activities were conducted during the RFSQ process. Also, Public Works informed over 1,200 Local Small Business Enterprises, 298 independent contractors, various business development centers, and municipalities about this business opportunity. The Statement of Qualifications were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an evaluation committee consisting of Public Works staff utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, four statements received a passing score and were placed on the Qualified Contractor's List.

On January 30, 2024, Public Works issued an Invitation for Bids soliciting bids from the four responsive and responsible vendors on the Qualified Contractor's List.

The Honorable Board of Supervisors
March 11, 2025
Page 5

On April 4, 2024, three bids were received. The bids were evaluated based on the price category. Based on this evaluation, it is recommended that this contract be awarded to the lowest cost, responsive and responsible contractor, International Environmental Corporation, located in Panorama City, California. Public Works notified the applicable union of this solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

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:SN:mg

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors

AGREEMENT FOR
ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING
SERVICES – WEST AREA (BRC0000479)

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 INTERNATIONAL ENVIRONMENTAL CORPORATION, a California corporation, located at 13432 Wentworth Street, Arleta, CA 91331, (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 Bid filed with the COUNTY on April 4, 2024, hereby agrees to provide services as described in this Contract for Annual and On-Call Soft Bottom Channel Facility Clearing Services – West Area.

SECOND: This AGREEMENT, together with Exhibit A.1, (Supplemental) Scope of Work; Exhibit A.2, Schedule of Prices; 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.1, (Supplemental) Performance Requirements Summary; Exhibit G.1, Intentionally Omitted; Exhibit H.1, Intentionally Omitted; Exhibit I.1, Intentionally Omitted; Exhibit J.1, Intentionally Omitted; Exhibit K.1, Bid Submission Instructions; Exhibit L.1, Intentionally Omitted; Exhibit M.1, Intentionally Omitted; Exhibit N, Los Angeles County Flood Control District Soft-Bottom Channel Reach Maps; Exhibit O, On-Road Diesel-Fueled Vehicles Emissions Inventory Reporting Form; Exhibit P, Nationwide Permit from Department of the Army, Army Corps of Engineers; Exhibit Q, Waste Discharge Requirements Permit from Los Angeles Regional Water Quality Control Board; Exhibit R, Streambed Alteration Agreement from California Natural Resources Agency Department of Fish and Wildlife; Exhibit S, Trash Disposal and Green Waste Recycling Report; the CONTRACTOR'S Statement of Qualifications and Bid Submissions, all attached hereto; the Request for Statement of Qualifications (RFSQ); and Addenda to the RFSQ and the Invitation for Bids (IFB) and Addenda thereto, 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 Bid and attached hereto as Form PW-2.1, an amount not to exceed \$357,794 per year, which includes \$71,559 disposal fee reimbursement, 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 roll over into subsequent renewal terms.

FOURTH: This Contract's initial term will be for a period of 1 year commencing on

July 1, 2025, or upon the Board's approval and execution of this Agreement by both parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and 6 month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates and/or unit prices quoted in Form PW-2.1, 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 Bid, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A.1 through S, inclusive, the COUNTY'S provisions will control and be binding.

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

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

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms

of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[illegible]

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

INTERNATIONAL ENVIRONMENTAL
CORPORATION

By _____
Its Chief Executive Officer

Type/Print Name

By _____
Its Secretary

Type/Print Name

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING SERVICES - SOUTH

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
International Environmental Corporation	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A

NON-SELECTED FIRMS

Proposer Name	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
J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company	Yes	Yes	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,

FIRM INFORMATION*		International Environmental Corporation	J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company
BUSINESS STRUCTURE		Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP	
OWNERS/PARTNERS	Black/African American	0	0
	Hispanic/Latino	2/100%	1/100%
	Asian or Pacific Islander	0	0
	Native American	0	0
	Subcontinent Asian	0	0
	White	0	0
	TOTAL	66	46
	Female (included above)	3	6
COUNTY CERTIFICATION			
CBE		N	N
LSBE		Y	Y
OTHER CERTIFYING AGENCY		National Minority Supplier Development Council; Supplier Clearinghouse	

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



(/LACoBids/)

lacounty.gov

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Solicitation Detail

Solicitation Number:	PW-AED956		
Title:	RFSQ for As-Needed Channel Clearing Services		
Department:	Public Works		
Bid Type:	Commodity	Bid Amount:	N/A
Commodity:	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.		
Description:	<p>PLEASE TAKE NOTICE that Public Works requests statement of qualifications (SOQ) for the contract for As-Needed Channel Clearing Services (2015-SQAN007). The purpose of this solicitation is to establish a qualified list of contractors that can perform work under this Master Agreement when the County anticipates the need for channel clearing services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/aed/contracts or may be requested from Ms. Jessica Chuang at (626) 458 4169 or jchuang@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://dpw.lacounty.gov/aed/contracts.</p> <p>Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:</p> <p>Subcontractors are not allowed for this service except for the use of services of an arborist and/or a horticulturist.</p> <ol style="list-style-type: none"> Proposers must have a minimum of three years of experience providing landscaping services similar to the service being solicited. Proposer must submit a copy of a valid and active State of California Contractor's Class C-27 (Landscaping Contractor) license. Proposer must submit a copy of a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). Proposers who do not possess the permit at the proposal deadline date may submit other forms of verification including, but not limited to, a copy of DPH's invoice to Proposer for permit fees along with a copy of proof of payment, such as a cashier's check, money order, or cancelled check (showing payment to DPH at least five days prior to the proposal submission). Proposer and/or its subcontractor employee(s) must submit a copy of a valid and active arborist and/or horticulturist certification. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted. <p>Once the need to utilize the contractor's services is identified, Public Works will send out an Invitation for Bids to all contractors determined to be qualified through this solicitation process ("Qualified Contractors") with a specific work description, price sheets, and may include additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to the established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.</p> <p>Public Works may release an Invitation for Bids to Qualified Contractors in the near future. This RFSQ process may take several weeks to process before a Qualified Contractor list is generated. Therefore, it is imperative that Proposers return all SOQ material no later than November 23, 2015, at 5:30 p.m.</p> <p>SOQ that are not submitted by November 23, 2015, may not be reviewed until April 1, 2016. SOQ will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works Cashier's time stamp.</p>		
	Less		
Open Day:	10/26/2015	Close Date:	Continuous
Contact Name:	Ms. Jessica Chuang	Contact Phone:	(626) 458-4169
Contact Email:	jchuang@dpw.lacounty.gov		
Last Changed On:	5/24/2016 7:55:20 AM		
Attachment File (0) :	Click here to download attachment files.		

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/19/2025	
BOARD MEETING DATE	3/11/2025	
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	Los Angeles County Waterworks District No. 40, Antelope Valley, Annexation 40-157 (34-46), Local Agency Formation Commission Designation 2023-01, Negotiated Property Tax Exchange Joint Resolution	
PROGRAM	County General Fund	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Fees paid by applicant	Funding source: Transfer of funds from the County General Fund and each of the affected County taxing entities to the District.
	TERMS (if applicable):	
	Explanation: The Joint Resolution for the annexation will transfer a portion of the annual property tax increment from the County General Fund and each of the affected County taxing entities to the District.	
PURPOSE OF REQUEST	Public Works is seeking Board approval to adopt the Joint Resolution associated with the annexation of territory into the District.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The purpose of the recommended actions is to reapportion the ad valorem property tax that is shared by the affected taxing entities as a result of Annexation 40-157 (34-46) into the District to fund operation and maintenance expenses and capital projects within the existing service area of the District.	

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability. In moving toward a more livable, economically stronger, and more resilient County, the recommended actions will respond to public needs by providing property owners and future businesses within the District a more reliable water supply system and water service to territory for development.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Adam Ariki, Deputy Director, (626) 458-4012, cell (626) 476-6703, aariki@dpw.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

March 11, 2025

IN REPLY PLEASE
REFER TO FILE: WW-0

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
ANNEXATION 40-157 (34-46)
LOCAL AGENCY FORMATION COMMISSION DESIGNATION 2023-01
NEGOTIATED PROPERTY TAX EXCHANGE JOINT RESOLUTION
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt the Negotiated Property Tax Exchange Joint Resolution associated with the annexation of territory into the Los Angeles County Waterworks District No. 40, Antelope Valley.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES, THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, AND THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY:

1. Find that the adoption of the Negotiated Property Tax Exchange Joint Resolution for Annexation 40-157 (34-46) and the resulting share of the ad valorem property tax do not constitute a project under the California Environmental Quality Act pursuant to Section 21065 of the Public Resources Code and Sections 15378(b) and 15061 of the California Environmental Quality Act Guidelines since the activities do not constitute a project and are administrative in nature or, in the alternative, find that the activities herein are statutorily exempt from the California Environmental Quality Act pursuant to Section 21080(b)(8) of the Public Resources Code and Section 15273 of the California Environmental Quality Act Guidelines since they are for the purpose of meeting the operation,

maintenance, and capital project expenses of the Los Angeles County Waterworks District No. 40, Antelope Valley, for the reasons stated in this Board letter and in the record of the proposed activities.

2. Adopt the Negotiated Property Tax Exchange Joint Resolution approving and accepting the negotiated exchange of property tax revenue resulting from Annexation 40-157 (34-46), Local Agency Formation Commission Designation 2023-01, on behalf of the County of Los Angeles.
3. Adopt the Negotiated Property Tax Exchange Joint Resolution approving and accepting the negotiated exchange of property tax revenue resulting from Annexation 40-157 (34-46), Local Agency Formation Commission Designation 2023-01, on behalf of the Consolidated Fire Protection District of Los Angeles County.
4. Adopt the Negotiated Property Tax Exchange Joint Resolution approving and accepting the negotiated exchange of property tax revenue resulting from Annexation 40-157 (34-46), Local Agency Formation Commission Designation 2023-01, on behalf of the Los Angeles County Waterworks District No. 40, Antelope Valley.
5. Authorize the Director of Public Works and the Chief of the Consolidated Fire Protection District, or their designees, on behalf of the County of Los Angeles; the Los Angeles County Waterworks District No. 40, Antelope Valley; and the Consolidated Fire Protection District to take all actions necessary to effectuate the Negotiated Property Tax Exchange Joint Resolution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to adopt the enclosed Negotiated Property Tax Exchange Joint Resolution and find that the recommended actions are not a project under the California Environmental Quality Act (CEQA) or, in the alternative, find that they are exempt from CEQA, and to reapportion the ad valorem property tax that is shared by the affected taxing entities as a result of pending Annexation 40-157 (34-46) into the Los Angeles County Waterworks District No. 40, Antelope Valley (District). The annexation area (Exhibits A and B) is comprised of 21 vacant lots, that include approximately 93.85 acres located at the southwest intersection of Blackbird Way and Lockheed Way, in the City of Palmdale. This annexation will impact two Tax Rate Areas 07006 and 15589.

Approval of the recommended actions is necessary to support an application for annexation into the District to supply the domestic and fire suppression water for the proposed annexed area. There are no other practical alternatives for water services in

the area. The application for annexation is anticipated to be considered by the Local Agency Formation Commission (LAFCO) for the County of Los Angeles at a future date.

Pursuant to Section 99.01 of the Revenue and Taxation Code, in the case of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency receiving property tax revenue from the area must negotiate an exchange of property tax revenue subject to the jurisdictional change and attributable to those local agencies.

The governing bodies of the respective taxing entities in the affected areas have adopted the enclosed Joint Resolution based on the negotiated exchange of ad valorem property tax revenue related to the proposed annexation to the District.

In order for LAFCO to proceed with the required hearings on the proposed annexation, the Board, as the governing body of the County of Los Angeles and as the governing body of the County of Los Angeles Special Districts, acting on behalf of the Consolidated Fire Protection District of Los Angeles County and the District, must also adopt the enclosed Joint Resolution. The Joint Resolution would transfer a portion of the annual property tax increment attributable to the proposed annexation area from the County of Los Angeles and other taxing entities to the District according to ratios listed in Exhibits C to F. Each of the affected agencies' share of the annual property tax increment will be adjusted accordingly.

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 i, Maximize Revenue, by collecting the applicable tax revenue to provide effective and efficient delivery of water to future customers within the annexed area.

FISCAL IMPACT/FINANCING

The Joint Resolution for Annexation 40-157 (34-46) will transfer to the District a portion of the annual property tax increment from the County General Fund and each of the affected County taxing entities, which include the County of Los Angeles, the Consolidated Fire Protection District of Los Angeles County, together with the Antelope Valley Cemetery District, the Antelope Valley Mosquito and Vector Control District, the Los Angeles County Sanitation District No. 20, the Antelope Valley Resource Conservation District, City Council of the City of Palmdale, and the Antelope Valley-East Kern Water Agency. The tax-sharing ratios listed in Exhibits C to F were calculated using a formula approved by the County of Los Angeles Auditor-Controller. In this instance,

revenues to the County General Fund from the ad valorem property tax on the affected properties would result in a Property Tax Reduction of 0.26 percent for Tax Rate Areas 07006 and 15589.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 99.01 of the Revenue and Taxation Code requires that prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service areas or service responsibilities will be altered by such change must negotiate a reallocation of property tax revenue between the affected agencies and approve and accept such reallocation by resolution.

Adoption of the Joint Resolution by the Board will allow LAFCO to schedule the required public hearing to consider testimony on the proposed annexation. LAFCO will subsequently take action to approve, approve with changes, or disapprove the proposal. The Joint Resolution has also been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The recommended actions, including adoption of the Joint Resolution for Annexation 40-157 (34-46) and the resulting shares of the ad valorem property tax, do not constitute approval of a project under Section 21065 of the Public Resources Code and are excluded from the definition of a project pursuant to Sections 15378(b)(4) and 15378(b)(5) of the CEQA Guidelines since the activities involve the creation of a government funding mechanism or other government fiscal activity, which does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment. In the alternative, approval of the recommended actions is statutorily exempt pursuant to Sections 21080(b)(8), 15273(a)(1), and 15273(a)(4) of the CEQA Guidelines, which exempt the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies, which the public agency finds are for the purpose of meeting operating expenses, including employee wage rates and fringe benefits and obtaining funds for capital projects necessary to maintain service within existing service areas. The standby charges and a portion of the property taxes will go toward the District's Accumulated Capital Outlay Fund, which is exclusively dedicated to funding capital improvement projects. Further, the activity is exempt under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the proposed actions will not have a significant adverse impact on the environment.

Approval of the tax resolution does not approve or authorize any project under CEQA. Prior to proceeding with any activity that would constitute a project, appropriate findings under CEQA and approval of the proposed project activities would be necessary.

The Honorable Board of Supervisors
March 11, 2025
Page 5

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Los Angeles County Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code and also with the State Clearinghouse at the State Office of Planning and Research and will post the Notice to the County's website in accordance with Section 21092.2 of the Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will allow the District to provide water service to the annexed area and will not have any negative impact on existing services or other planned projects.

CONCLUSION

Please return an adopted copy of this Board letter and two signed originals of the Joint Resolution to Public Works, Waterworks Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:CH:jc

Enclosures

c: Assessor
Auditor-Controller
Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors
Fire
Los Angeles County Sanitation District No. 20
Local Agency Formation Commission
City Council of City of Palmdale
Antelope Valley-East Kern Water Agency
Antelope Valley Cemetery District
Antelope Valley Mosquito and Vector Control District
Antelope Valley Resource Conservation District

ATTACHMENT

February 19, 2025

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
ANNEXATION 40-157 (34-46)
LOCAL AGENCY FORMATION COMMISSION DESIGNATION 2023-01
NEGOTIATED PROPERTY TAX EXCHANGE JOINT RESOLUTION
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

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

[02.19.25 Item E - PW - Annex 40-157.pdf](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/19/2025	
BOARD MEETING DATE	3/11/2025	
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	Los Angeles County Waterworks District No. 40, Antelope Valley, Annexation 40-167 (4-223), Local Agency Formation Commission Designation 2024-06, Negotiated Property Tax Exchange Joint Resolution	
PROGRAM	County General Fund	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Fees paid by applicant	Funding source: Transfer of funds from the County General Fund and each of the affected County taxing entities to the District.
	TERMS (if applicable):	
	Explanation: The Joint Resolution for the annexation will transfer a portion of the annual property tax increment from the County General Fund and each of the affected County taxing entities to the District.	
PURPOSE OF REQUEST	Public Works is seeking Board approval to adopt the Joint Resolution associated with the annexation of territory into the District.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The purpose of the recommended actions is to reapportion the ad valorem property tax that is shared by the affected taxing entities as a result of Annexation 40-167 (4-223) into the District to fund operation and maintenance expenses and capital projects within the existing service area of the District.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability. In moving toward a more livable, economically stronger, and more resilient County, the recommended actions will respond to public needs by providing property owners and future businesses within the District a more reliable water supply system and water service to territory for development.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Adam Ariki, Deputy Director, (626) 458-4012, cell (626) 476-6703, aariki@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

March 11, 2025

IN REPLY PLEASE
REFER TO FILE: **WW-0**

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
ANNEXATION 40-167 (4-223)
LOCAL AGENCY FORMATION COMMISSION DESIGNATION 2024-06
NEGOTIATED PROPERTY TAX EXCHANGE JOINT RESOLUTION
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt the Negotiated Property Tax Exchange Joint Resolution associated with the annexation of territory into the Los Angeles County Waterworks District No. 40, Antelope Valley.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES, THE LOS ANGELES COUNTY LIBRARY, THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, AND THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY:

1. Find that the adoption of the Negotiated Property Tax Exchange Joint Resolution for Annexation 40-167 (4-223) and the resulting share of the ad valorem property tax do not constitute a project under the California Environmental Quality Act pursuant to Section 21065 of the Public Resources Code and Sections 15378(b) and 15061 of the California Environmental Quality Act Guidelines since the activities do not constitute a project and are administrative in nature or, in the alternative, find that the activities herein are statutorily exempt from the California Environmental Quality Act pursuant to Section 21080(b)(8) of the

Public Resources Code and Section 15273 of the California Environmental Quality Act Guidelines since they are for the purpose of meeting the operation, maintenance, and capital project expenses of the Los Angeles County Waterworks District No. 40, Antelope Valley, for the reasons stated in this Board letter and in the record of the proposed activities.

2. Adopt the Negotiated Property Tax Exchange Joint Resolution approving and accepting the negotiated exchange of property tax revenue resulting from Annexation 40-167 (4-223), Local Agency Formation Commission Designation 2024-06, on behalf of the County of Los Angeles.
3. Adopt the Negotiated Property Tax Exchange Joint Resolution approving and accepting the negotiated exchange of property tax revenue resulting from Annexation 40-167 (4-223), Local Agency Formation Commission Designation 2024-06, on behalf of the Los Angeles County Library.
4. Adopt the Negotiated Property Tax Exchange Joint Resolution approving and accepting the negotiated exchange of property tax revenue resulting from Annexation 40-167 (4-223), Local Agency Formation Commission Designation 2024-06, on behalf of the Consolidated Fire Protection District.
5. Adopt the Negotiated Property Tax Exchange Joint Resolution approving and accepting the negotiated exchange of property tax revenue resulting from Annexation 40-167 (4-223), Local Agency Formation Commission Designation 2024-06, on behalf of the Los Angeles County Waterworks District No. 40, Antelope Valley.
6. Authorize the Director of Public Works, the Director of the Los Angeles County Library, and the Chief of the Consolidated Fire Protection District, or their designees, on behalf of the County of Los Angeles; the Los Angeles County Waterworks District No. 40, Antelope Valley; the Los Angeles County Library; and the Consolidated Fire Protection District, respectively, to take all actions necessary to effectuate the Negotiated Property Tax Exchange Joint Resolution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to adopt the enclosed Negotiated Property Tax Exchange Joint Resolution and find that the recommended actions are not a project under the California Environmental Quality Act (CEQA) or, in the alternative, find that they are exempt from CEQA, and to reapportion the ad valorem property tax that is

shared by the affected taxing entities as a result of pending Annexation 40-167 (4-223) into the Los Angeles County Waterworks District No. 40, Antelope Valley (District). The annexation areas (Exhibits A and B) is comprised of 4 vacant lots that includes approximately 20.19 acres located at the southeast corner of 25th Street E and Nugent Street; and at the southwest corner of 30th Street E and Nugent Street, all within the City of Lancaster. This annexation will impact Tax Rate Areas 05711 and 05870.

Approval of the recommended actions is necessary to support an application for annexation into the District to supply the domestic and fire suppression water for the proposed annexed area. There are no other practical alternatives for water services in the area. The application for annexation is anticipated to be considered by the Local Agency Formation Commission (LAFCO) for the County of Los Angeles at a future date.

Pursuant to Section 99.01 of the Revenue and Taxation Code, in the case of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency receiving property tax revenue from the area must negotiate an exchange of property tax revenue subject to the jurisdictional change and attributable to those local agencies.

The governing bodies of the respective taxing entities in the affected areas have adopted the enclosed Joint Resolution based on the negotiated exchange of ad valorem property tax revenue related to the proposed annexation to the District.

In order for LAFCO to proceed with the required hearings on the proposed annexation, the Board, as the governing body of the Los Angeles County and as the governing body of the County Special Districts, acting on behalf of the Los Angeles County Library, Consolidated Fire Protection District of Los Angeles County, and the District, must also adopt the enclosed Joint Resolution. The Joint Resolution will transfer a portion of the annual property tax increment attributable to the proposed annexation area from the County and other taxing entities to the District according to ratios listed in Exhibits C to F. Each of the affected agencies' share of the annual property tax increment will be adjusted accordingly.

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 i, Maximize Revenue, by collecting the applicable tax revenue to provide effective and efficient delivery of water to future customers within the annexed area.

FISCAL IMPACT/FINANCING

The Joint Resolution for Annexation 40-167 (4-223) will transfer to the District a portion of the annual property tax increment from the County General Fund and each of the affected County taxing entities, which include the County, the Library, Fire, together with the Antelope Valley Cemetery District, the Antelope Valley Mosquito and Vector Control District, the Los Angeles County Sanitation District No. 14, the Antelope Valley Resource Conservation District, City Council of the City of Lancaster, and the Antelope Valley-East Kern Water Agency. The tax-sharing ratios listed in Exhibits C to F were calculated using a formula approved by the County Auditor-Controller. In this instance, revenues to the County General Fund from the ad valorem property tax on the affected properties would result in a Property Tax Reduction of 0.41 percent for Tax Rate Areas 05711 and 05870.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 99.01 of the Revenue and Taxation Code requires that prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service areas or service responsibilities will be altered by such change must negotiate a reallocation of property tax revenue between the affected agencies and approve and accept such reallocation by resolution.

Adoption of the Joint Resolution by the Board will allow LAFCO to schedule the required public hearing to consider testimony on the proposed annexation. LAFCO will subsequently take action to approve, approve with changes, or disapprove the proposal. The Joint Resolution has also been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The recommended actions, including adoption of the Joint Resolution for Annexation 40-167 (4-223) and the resulting shares of the ad valorem property tax, do not constitute approval of a project under Section 21065 of the Public Resources Code and are excluded from the definition of a project pursuant to Sections 15378(b)(4) and 15378(b)(5) of the CEQA Guidelines since the activities involve the creation of a

government funding mechanism or other government fiscal activity, which does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment. In the alternative, approval of the recommended actions is statutorily exempt pursuant to Sections 21080(b)(8), 15273 (a)(1), and 15273(a)(4) of the CEQA Guidelines, which exempt the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares or other charges by public agencies, which the public agency finds are for the purpose of meeting operating expenses, including employee wage rates and fringe benefits, and obtaining funds for capital projects necessary to maintain service within existing service areas. The standby charges and a portion of the property taxes will go toward the District's Accumulated Capital Outlay Fund, which is exclusively dedicated to funding capital improvement projects. Further, the activity is exempt under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the proposed actions will not have a significant adverse impact on the environment.

Approval of the tax resolution does not approve or authorize any project under CEQA. Prior to proceeding with any activity that would constitute a project, appropriate findings under CEQA and approval of the proposed project activities would be necessary. Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Los Angeles County Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code and also with the State Clearinghouse at the State Office of Planning and Research and will post the Notice to the County's website in accordance with Section 21092.2 of the Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will allow the District to provide water service to the annexed area and will not have any negative impact on existing services or other planned projects.

The Honorable Board of Supervisors
March 11, 2025
Page 6

CONCLUSION

Please return an adopted copy of this Board letter and two signed originals of the Joint Resolution to Public Works, Waterworks Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:RG:jc

Enclosures

c: Assessor
Auditor-Controller
Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors
Fire
LA County Library
Los Angeles County Sanitation District No. 14
Local Agency Formation Commission
City Council of City of Lancaster
Antelope Valley-East Kern Water Agency
Antelope Valley Cemetery District
Antelope Valley Mosquito and Vector Control District
Antelope Valley Resource Conservation District

ATTACHMENT

February 19, 2025

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
ANNEXATION 40-167 (4-223)
LOCAL AGENCY FORMATION COMMISSION DESIGNATION 2024-06
NEGOTIATED PROPERTY TAX EXCHANGE JOINT RESOLUTION
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)
SUBJECT**

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

[02.19.25 Item F - PW - Annex 40-167.pdf](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/19/2025		
BOARD MEETING DATE	3/11/2025		
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	CP Olive View-UCLA Medical Center Emergency Department Air Handling Unit Coil Replacement Project		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
COST & FUNDING	Total cost: \$650,000		Funding source: DHS' Enterprise Fund
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval of the Olive View-UCLA Medical Center Emergency Department Air Handling Unit Coil Replacement Project and authorization to use a Board-approved Job Order Contract to deliver the project.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The coil replacement project consists of the replacement of coils in the existing air handling equipment at the Olive View-UCLA Medical Center Emergency Department.		
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: The project supports Board Priority No. 7, Sustainability by investing in County buildings to update and 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:

March 11, 2025

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
OLIVE VIEW-UCLA MEDICAL CENTER
EMERGENCY DEPARTMENT AIR HANDLING UNIT
COIL REPLACEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 8A100
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Olive View-UCLA Medical Center Emergency Department Air Handling Unit Coil Replacement Project with a total budget of \$650,000 and associated appropriation adjustment; and authorization to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Olive View-UCLA Medical Center Emergency Department Air Handling Unit Coil Replacement 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. Establish and approve the proposed Olive View-UCLA Medical Center Emergency Department Air Handling Unit Coil Replacement Project, Capital Project No. 8A100, with a total project budget of \$650,000.
3. Approve the Fiscal Year 2024-25 appropriation adjustment to allocate \$438,000 from the Department of Health Services' Enterprise Fund Committed for Health Services to fund the estimated Fiscal Year 2024-25 expenditures for the Olive View-UCLA Medical Center Emergency Department Air Handling Unit Coil Replacement Project, Capital Project No. 8A100.
4. Authorize the Director of Public Works or his designee to deliver the proposed project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the Olive View-UCLA Medical Center (OV-UCLA MC) Emergency Department (ED) Air Handling Unit (AHU) Coil Replacement project exempt from the California Environmental Quality Act (CEQA); approve the project, project budget and associated budget adjustment, and authorize delivery of the project using a Board-approved Job Order Contract (JOC).

Background

The proposed OV-UCLA MC ED AHU Coil Replacement Project is located at the Emergency Services Building. The building was constructed more than 15 years ago and currently relies on its original heating, ventilation, and air conditioning system. One of the three air handling units serving the Emergency Services Building has failed to deliver its designed air conditioning load due to a clogged cooling coil. In order to continue operations in the building, OV-UCLA MC Facilities Management obtained a temporary air handling unit and connected to the existing system to provide the required cooling. Through maintenance reports and field assessments, the Engineer of Record recommended replacing the cooling coil inside the air handling unit to bring the system back to its design performance.

The construction documents were prepared using a Board-approved, on-call consultant. A Board-approved JOC contractor will be used to make repairs to the existing air handling unit. The work includes removing the clogged cooling coil inside the air handling unit and replace with a like for like coil.

It is anticipated that construction of the proposed OV-UCLA MC ED AHU Coil Replacement Project would begin in March 2025 and be substantially completed in October 2025.

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.

By investing in public healthcare infrastructure improvements, it will enhance the quality and delivery of healthcare services to the residents of in the County of Los Angeles, in particular the North County region.

FISCAL IMPACT/FINANCING

The total project budget for the OV-UCLA MC ED AHU Coil Replacement Project is estimated at \$650,000, which includes costs for construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, and County services. The project budget and schedule are included in Enclosure A.

Board approval of the enclosed Fiscal Year 2024-25 appropriation adjustment (Enclosure B) would allocate \$438,000 from the DHS' Enterprise Fund Committed for DHS to fund the projected Fiscal Year 2024-25 expenditures for the OV-UCLA MC ED AHU Coil Replacement Project, Capital Project No. 8A100. Health Services (DHS) will provide funding in the future budget phases, as needed, to fully fund the remaining project budget. There is no net County cost impact associated with the recommendations.

Operating Budget Impact

Following completion of the project, if approved, DHS will request and fund the associated ongoing annual maintenance and operational costs, as needed, with departmental resources in future budget phases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board's Civic Arts Policy amended on August 4, 2020, requires refurbishment projects to include one percent of the eligible design and construction costs to be allocated to the Civic Art Fund. However, the Civic Art Policy definition of "refurbishment" does not include the replacement or repair of building systems. Therefore, the proposed OV-UCLA MC ED AHU Coil Replacement Project is exempt from the policy because it consists of the replacement of a component of the existing building mechanical system. The JOCs are subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

The project would support the Board's policy for Green Building/Sustainable Design Program by incorporating into the design and construction, recyclable materials, features to optimize energy use, and by maximizing the use of sustainable and local resources during construction.

ENVIRONMENTAL DOCUMENTATION

The proposed OV-UCLA MC ED AHU Coil Replacement Project is categorically exempt from CEQA. The work included consists of repairs and replacement to an existing facility and is therefore within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (a), (d), and (f); and 15302 (c) of the State CEQA Guidelines and Classes 1 (c), (d), (i); and; 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. There will be no expansion of use and replacement features will have the same purpose and capacity.

Additionally, the proposed project will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, potential for substantial adverse change in the significance of a historical resource, or other limiting factors that would make the exemption inapplicable based on the record of the proposed project.

Upon the Board's approval of the project, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse at the Governor's Office of Land Use and Climate Innovation in accordance with Section 21152 of the Public Resources Code and will post the Notice to the County's website in accordance with section 21092.2.

CONTRACTING PROCESS

Public Works utilized a Board-approved, on-call consultant to complete the design and is requesting Board authorization to complete the construction using a Board-approved JOC.

The project scope includes remodeling and alteration work, and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current services at OV-UCLA MC. Patient care services at the medical center will remain fully operational during construction.

The Honorable Board of Supervisors
March 11, 2025
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:sl

Enclosures

c: Arts and Culture (Civic Art Division)
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office, Board of Supervisors
Health Services (Capital Projects Division)

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
EMERGENCY DEPARTMENT AIR HANDLING UNIT
COIL REPLACEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
CAPITAL PROJECT NO. 8A100
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Construction Documents	02/18/2025
Jurisdictional Approvals	03/01/2025
Construction Start	03/28/2025
Substantial Completion	10/31/2025
Final Acceptance	12/31/2025

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Hard Costs	
Construction	\$385,000
Change Order Contingency	\$ 58,000
Hard Costs Subtotal	\$443,000
Soft Costs	
Plans and Specifications	\$100,000
Consultant Services	\$ 30,000
Miscellaneous Expenditures	\$ 15,000
Jurisdictional Review/Plan Check/Permits	\$ 10,000
County Services	\$ 52,000
Soft Costs Subtotal	\$207,000
TOTAL	\$650,000

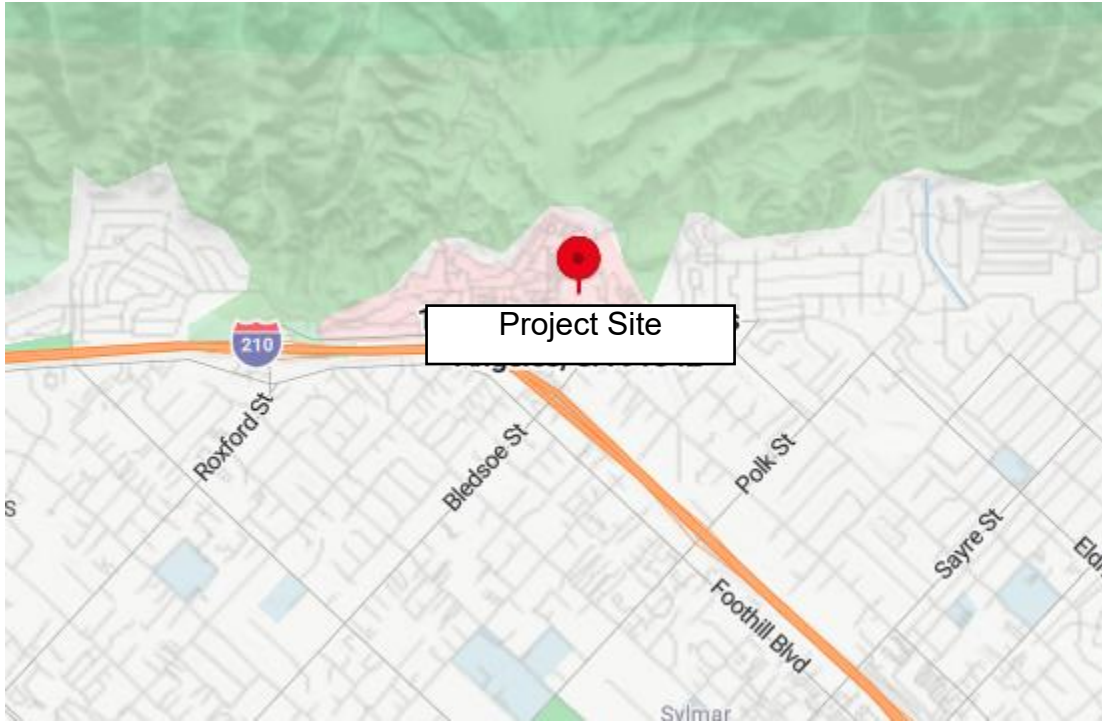
ENCLOSURE B

March 11, 2025

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
EMERGENCY DEPARTMENT AIR HANDLING UNIT COIL
REPLACEMENT PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT AND
AUTHORIZE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 8A100
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

**APPROPRIATION ADJUSTMENT
PENDING**

Olive View-UCLA Medical Center Emergency Department Air Handling Unit
Coil Replacement Project



14445 Olive View Drive, Sylmar, CA 91342

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/19/2025	
BOARD MEETING DATE	3/11/2025	
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 North 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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board letter.	
DEADLINES/ TIME CONSTRAINTS	Funding is required in March 2025 in order to complete the project in early 2027.	
COST & FUNDING	Total cost: \$25,000,000	Funding source: American Rescue Plan Act
	TERMS (if applicable): American Rescue Plan Act funds are required to be expended in early 2027.	
	Explanation: N/A	
PURPOSE OF REQUEST	Certify an Addendum to the Final Environmental Impact Report for the Martin Luther King, Jr. Medical Campus (MLK MC) North Parking Structure; approve the capital project, budget, and associated appropriation; 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 proposed project includes construction of a new parking structure to address the growing needs of the MLK MC staff, patients, and visitors. This new proposed approximately 300 stall parking structure located at the existing Parking Lot I, near the intersection of East 118th Street and Holmes Avenue, would be three levels with adjacent surface parking that will include electric vehicle charging stations and provisions for future photovoltaic panels. Construction is anticipated to begin in early 2026 and be completed in early 2027.	
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 additional modern public infrastructure will be available to support the MLK MC to continue to provide public services 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

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

IN REPLY PLEASE
REFER TO FILE:

March 11, 2025

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
NORTH PARKING STRUCTURE PROJECT
CERTIFY ENVIRONMENTAL IMPACT REPORT ADDENDUM
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AWARD DESIGN-BUILD CONTRACT
SPECS. 7943; CAPITAL PROJECT NO. 6A015
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 North Parking Structure Project; establish and approve the proposed capital project, budget, and associated appropriation adjustment; and authorize Public Works to award and execute the Design-Build contract and stipend consultant agreement for the Martin Luther King, Jr. Medical Campus North Parking Structure Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Certify that the Addendum for the Martin Luther King, Jr. Medical Campus North Parking Structure Project to the previously certified Final Environmental Impact Report for the Martin Luther King, Jr. Medical Center Campus Redevelopment 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 together with the Final Environmental Impact Report prior to approving the Martin Luther King, Jr. Medical Campus North Parking Structure Project, and approve the Addendum.

2. Establish and approve the Martin Luther King, Jr. Medical Campus North Parking Structure Project, Capital Project No. 6A015, with a total budget of \$25,000,000.
3. Approve the appropriation adjustment to transfer \$25,000,000 to the proposed Martin Luther King, Jr. Medical Campus North Parking Structure Project, Capital Project No. 6A015, from the use of obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs, to fully fund the proposed 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 Martin Luther King, Jr. Medical Campus North Parking Structure Project; and authorize the Director of Public Works or his designee to execute a Design-Build contract with McCarthy Building Companies, Inc., for a not-to-exceed contract sum of \$16,155,321, plus a design completion allowance of \$850,000, for a maximum contract sum of \$17,005,321, contingent upon submission of acceptable performance and payment bonds, and evidence of the required insurance filed by McCarthy Building Companies, Inc.
5. Authorize the Director of Public Works or his designee, with concurrence from the Chief Executive Office to exercise control of the design completion allowance of \$850,000, 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 consultant services agreements for the stipend amount of \$50,000 with Bomel Construction Company, Inc., and The Whiting-Turner Contracting Company, the second and third highest ranked eligible Design-Build proposers, that met the stipend eligibility criteria in the Request for Proposals for preparation of proposal, funded by existing project funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to certify the Addendum for the Martin Luther King, Jr. Medical Campus (MLK MC) North Parking Structure (NPS) Project to the

previously certified Final Environmental Impact Report (FEIR) for the project; establish and approve the proposed MLK MC NPS capital project, budget, and associated appropriation adjustment; and award and authorize Public Works to execute the Design-Build (D-B) contract and stipend consultant agreement for the MLK MC NPS.

Background

The County is proposing to construct a new parking structure to address the growing needs of the MLK MC staff, patients, and visitors. This new proposed, approximately 300 stall parking structure located at the existing Parking Lot I, near the intersection of East 118th Street and Holmes Avenue, would be approximately three levels with adjacent surface parking and include electric vehicle charging stations and provisions for future photovoltaic panels.

The design for the scoping documents for the proposed MLK MC NPS Project were completed using a Board-approved, on-call architectural/engineering firm.

Construction is anticipated to begin in early 2026 and be completed in early 2027, if approved.

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 not-to-exceed contract sum of \$16,155,321 plus a design completion allowance of \$850,000 for a maximum contract sum of \$17,005,321. The design completion allowance will facilitate resolving issues identified during the design phase, including those related to the County's scoping documents, 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., and the third highest ranked proposer, The Whiting-Turner Contracting Company, 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 evaluating our current Capital Projects and identifying the need to replace or modernize legacy/obsolete infrastructure.

By investing in public infrastructure improvements, it will enhance the quality and delivery of public services to the residents of Los Angeles County and visitors in Willowbrook.

FISCAL IMPACT/FINANCING

The total project cost is estimated at \$25,000,000, including scoping and design documents, consultant services, plan check, construction, change order contingency, Civic Art Allowance, and County Services. The project is funded from the use of obligated fund balance Committed for American Rescue Plan (ARP)-Enabled Capital Programs. The proposed project schedule and budget summaries are included in Enclosure A.

Approval of the Fiscal Year 2024-25 appropriation adjustment (Enclosure B) will transfer \$25,000,000 to the proposed MLK MC NPS Project, Capital Project No. 6A015, from the use of obligated fund balance Committed for ARP-Enabled Capital Programs, to fully fund the proposed project and reimburse the Project and Facility Development Budget Unit for the previously expended project costs.

There is no net County cost impact associated with the recommended actions.

Operating Budget Impact

Following completion of the project, Departments of Health Services, Mental Health, and Public Health would request and fund annual ongoing maintenance and operational costs, as needed, with departmental resources in future budget phases, in accordance with the allocation of parking stalls (62 percent Public Health, 19 percent Mental Health, and 19 percent Health Services).

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 for the Civic Art Allocation, which is estimated at \$180,000, and are restricted ARP-Enabled funds to

be allocated to Civic Art or returned to the project if an art project cannot be completed at the site within the performance period.

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 job 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 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

On October 11, 2011, the Board, as lead agency under the California Environmental Quality Act (CEQA), certified the FEIR for the MLK MC 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 5th Addendum to the FEIR analyzed the environmental impacts of the option to construct a new 600 space parking structure. Note that previously certified Addenda 1-4 and 6 were prepared for refinements to the previous approved project and do not affect the current proposed changes to the MLK MC NPS.

The proposed MLK MC NPS, which would be under Tier II, is an approximately 300 stall parking structure at the same location as the previously analyzed 600 stall structure. Public Works retained Impact Sciences, Inc., to prepare the 7th Addendum to the 2011 MLK MC Redevelopment FEIR to evaluate the environmental effects associated with the proposed, reduced size MLK MC NPS Project taking into account current conditions. 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 NPS Project would not trigger any of the conditions set forth in State CEQA Guidelines Section 15162, which would require the preparation of a subsequent Environmental Impact Report.

The Mitigation Monitoring Program adopted by the Board at the time of certification of the FEIR will continue to apply to the MLK MC NPS Project, as applicable, to ensure that all impacts of the project remain below the level of significance.

The location and custodian of the documents and other materials constituting the record of the proceedings, including the certified Environmental Impact Report, all Addenda, Mitigation Monitoring Reporting Program, Findings of Fact and Statement of Overriding Consideration, 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. The custodian of records is a Project Management Division I Program Manager.

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 Clearinghouse at the Governor's Office of Land use and Climate Innovation in accordance with Section 21152 (a) of the California Public Resources Code and will post the notice to the County's website pursuant to 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 June 11, 2024, 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. Fourteen 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 July 11, 2024, four firms submitted prequalification questionnaires. The questionnaires were reviewed by an evaluation committee consisting of representatives from the Departments of Health Services, Public Health, and Public Works.

The three short-listed firms were McCarthy, Bomel and Whiting-Turner.

On November 7, 2024, technical and cost proposals were received from the three short-listed prequalified firms. During the initial screening process, Public Works determined and notified W.M. Klorman that their proposal was not in compliance with the County's Jury Service Program requirement in the RFP. The three 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's proposal received the highest score and was determined to be the best value in accordance with the provisions of the RFP.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current services as parking displaced by the construction will be reassigned to other parking lots at the MLK MC. Patient care services on campus will remain fully operational during design and construction.

The Honorable Board of Supervisors
March 11, 2025
Page 8

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: Arts and Culture (Civic Art Division)
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office, Board of Supervisors
Health Services (Capital Projects Division)
Mental Health
Public Health

ENCLOSURES A-D

March 11, 2025

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MARTIN LUTHER KING, JR. MEDICAL CAMPUS
NORTH PARKING STRUCTURE PROJECT
CERTIFY ENVIRONMENTAL IMPACT REPORT ADDENDUM
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AWARD DESIGN-BUILD CONTRACT
SPECS. 7943; CAPITAL PROJECT NO. 6A015
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4-VOTES)**

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

[2025.03.11 CP MOK N Parking BI \(FTP Large Enc\) \(Rev\)](#)

Board meeting date: March 11, 2025

Community Services Cluster meeting date: February 19, 2025

Health and Mental Health Services Cluster meeting date: February 19, 2025