



Board of Supervisors

Community Services Cluster Agenda Review Meeting

DATE: April 16, 2025

TIME: 11:30 a.m. – 12:30 p.m.

MEETING CHAIR: Anders Corey, 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):

- A. Board Letter (Beaches and Harbors) for May 06, 2025 Board Agenda:
APPROVAL OF AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES
MASTER AGREEMENTS

Wednesday, April 16, 2025

- B. Board Letter (Chief Executive Office) for May 06, 2025 Board Agenda:
JOINT RESOLUTIONS BETWEEN THE BOARD OF SUPERVISORS AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES, CONSOLIDATED FIRE PROTECTION DISTRICT, AND COUNTY FLOOD CONTROL DISTRICT, VARIOUS COUNTY SANITATION DISTRICTS, AND OTHER AFFECTED TAXING ENTITIES ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE AS A RESULT OF PROPOSED ANNEXATIONS TO COUNTY SANITATION DISTRICTS (ANNEXATION NOS. 14-445, 14-450, 14-452, 14-453, 14-456, 14-457, 14-458, 14-459, SCV-1130, and SCV-1132)
- C. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
AWARD CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
PROJECT ID NO. RDC0016498
BIG PINES HIGHWAY, ET AL. – GUARDRAIL REPLACEMENT ON-SYSTEM (2020 BOBCAT FIRE)
IN THE UNINCORPORATED COMMUNITIES OF JUNIPER HILLS AND LITTLEROCK/LLANO
- D. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT RESOLUTION NO. 4000 FOR HIGHWAYS-THROUGH-CITIES FUNDING
ADOPT, ADVERTISE, AND AWARD
PROJECT ID NO. TSM0010286
SOUTH STREET TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
ATLANTIC AVENUE TO STUDEBAKER ROAD
IN THE CITIES OF CERRITOS, LAKEWOOD, AND LONG BEACH
- E. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
DELEGATED AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
PROJECT ID NO. WWD2900018
LOWER BUSCH TANK IMPROVEMENT
IN THE CITY OF MALIBU
- F. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
CONSTRUCTION-RELATED CONTRACTS
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF JOB ORDER CONTRACT SYSTEM AND RELATED CONSULTING SERVICE AGREEMENTS FOR COUNTY DEPARTMENTS AND THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

Wednesday, April 16, 2025

- G. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
ENVIRONMENTAL SERVICES CORE SERVICE AREA
ACQUISITION OF MAINTENANCE EQUIPMENT
- H. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
ENVIRONMENTAL SERVICES CORE SERVICE AREA
INCREASE ANNUAL FUNDING FOR CONTINUED OPERATIONS AT THE
ANTELOPE VALLEY ENVIRONMENTAL COLLECTION CENTER
- I. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
SERVICE CONTRACT
MUNICIPAL SERVICES CORE SERVICE AREA
SOLE SOURCE AMENDMENTS FOR GRAFFITI REMOVAL SERVICES
IN SUPERVISORIAL DISTRICT 5 AND FLOOD CONTROL FACILITIES
- J. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
SERVICE CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF CONTRACT WITH LCPTRACKER, INC.
LOCAL AND TARGETED WORKER HIRING PROGRAM AND COMMUNITY
WORKFORCE AGREEMENT MONITORING SYSTEM AND RELATED
SERVICES
- K. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
COUNTY LIGHTING DISTRICTS
LEVYING OF ANNUAL ASSESSMENTS - FISCAL YEAR 2025-26
- L. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE
TO GRANT A WATER PIPELINE FRANCHISE
TO LLANO DEL RIO WATER COMPANY
- M. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF SUMMARY VACATION
OF AN EASEMENT FOR AVIGATION PURPOSES AND ABANDONMENT OF
PRIVATE AND FUTURE STREETS ON PARCEL MAP NO. 23784
IN THE UNINCORPORATED COMMUNITY OF WEST ANTELOPE VALLEY

Wednesday, April 16, 2025

- N. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
GRANT OF EASEMENT
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO SOUTHERN CALIFORNIA EDISON COMPANY
EATON WASH, PARCEL 149GE
IN THE CITY OF TEMPLE CITY
- O. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
ANNUAL BENEFIT ASSESSMENT
FISCAL YEAR 2025-26 CONTINUATION
- P. Board Letter (Public Works Department) for May 06, 2025 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND
UNITED STATES GEOLOGICAL SURVEY PARTNERSHIP
STORMWATER RECHARGE EFFICIENCY
IN THE GREATER LOS ANGELES REGION STUDY

3. BOARD MOTIONS ITEM(S):

NONE

4. PRESENTATION/DISCUSSION ITEM(S):

- A. Board Briefing (Animal Care and Control)
UPDATE ON ILLEGAL BREEDING
IN THE ANTELOPE VALLEY
Speaker: Raul Rodriguez

5. PUBLIC COMMENTS (2 minutes each speaker)

6. ADJOURNMENT

**NOTE: THE APRIL 23, 2025 CLUSTER MEETING IS
CANCELLED**

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	4/16/2025	
BOARD MEETING DATE	5/6/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" 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 two contractors to provide the Los Angeles County Department of Beaches and Harbors with as-needed septic tank maintenance services at County owned or operated beaches	
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 May 06, 2025.	
COST & FUNDING	Total cost: \$14,245,000	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 two contractors, to continue to provide as-needed septic tank maintenance services .	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Approval of the As-Needed Septic Tank Maintenance 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 septic tank maintenance services to the Department. These as-needed services will ensure the Department continues to secure as-needed maintenance services for the advanced treatment of 18 septic systems installed at County owned or operated beach restrooms at: Malibu Surfrider, Point Dume, Topanga, Dan Blocker, Zuma and Royal Palms/White Point. Essential septic maintenance including pump outs, electronic remote monitoring, periodic inspections, effluent and groundwater sampling, and repairs, along with required maintenance reporting will ensure the proper sanitizing of the wastewater, thus preventing potential public health and environmental hazards at County owned or operated beaches.</p> <p>The Master Agreement list (Attachment II) presently consists of two qualified contractors with varying specialties, including maintenance, sampling and reporting, pump outs, repairs, and ozone inspection. 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

May 6, 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 SEPTIC TANK MAINTENANCE SERVICES
MASTER AGREEMENTS
(SUPERVISORIAL DISTRICTS 2, 3 AND 4)
(3 VOTES)**

SUBJECT

This action is to request approval to execute Master Agreements with two contractors to provide the Los Angeles County Department of Beaches and Harbors ("Department" or "Beaches and Harbors") with as-needed septic tank maintenance services at County owned or operated beaches.

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 Septic Tank Maintenance Services Master Agreements to provide as-needed septic tank maintenance 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 \$1,850,000 or a maximum amount of \$14,245,000 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 Septic Tank Maintenance 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 septic tank maintenance services to the Department. These as-needed services will ensure the Department continues to secure as-needed maintenance services for the advanced treatment of 18 septic systems installed at County owned or operated beach restrooms at: Malibu Surfrider, Point Dume, Topanga, Dan Blocker, Zuma and Royal Palms/White Point. Essential septic maintenance including pump outs, electronic remote monitoring, periodic inspections, effluent and groundwater sampling, repairs, along with required maintenance reporting will ensure the proper sanitizing of the wastewater, thus preventing potential public health and environmental hazards at County owned or operated beaches.

The Master Agreement list (Attachment II) presently consists of two qualified contractors with varying specialties, including maintenance, sampling and reporting, pump outs, repairs, and ozone inspection. 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 Septic Tank Maintenance Services Master Agreements will promote and further the Board-approved North Star 2, Foster Vibrant and Resilient Communities, by enabling the Department to operate well-maintained recreational County restroom facilities and preventing potential public health and environmental hazards at County owned, controlled and managed beaches.

FISCAL IMPACT/FINANCING

The annual compensation for the recommended agreements is \$1,850,000 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 \$14,245,000, 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 Septic Tank Maintenance 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 Septic Tank Maintenance 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 \$1,850,000, however the annual budget is \$111,000. To address the funding shortfall, the Department will submit a funding request of \$1,739,000 as part of its FY2025-26 Supplemental 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 June 2, 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 November 21, 2024, the Department issued a Request for Statement of Qualifications (RFSQ) seeking qualified contractors to provide septic tank maintenance 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, Los Angeles Daily News, The Los Angeles 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.

Contractors responding to the RFSQ were able to qualify in five distinct categories: maintenance; sampling and reporting; pump outs; repairs; and ozone inspection. Contractors qualifying under maintenance, pump outs, or repairs were required to have training certificates authorized by the manufacturer to service septic tanks. All Contractors are required to have at least five (5) years of relevant professional experience and possess a driver license to perform job-related essential functions.

The Department received two Statement of Qualifications (SOQ) which were reviewed for compliance with the minimum requirements of the RFSQ. As a result of the RFSQ, both contractors have been deemed qualified contractors and will be placed on the Master Agreement list. Both contractors have previously provided services for the Department and possess the knowledge in providing septic tank maintenance 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 and Work Orders will be executed on the basis of demonstrated qualifications as set forth in the contractor's SOQ and/or other additional materials, if requested by the County. 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)

There is no negative impact on current services or projects. The Department currently obtains septic tank maintenance services through purchase order agreements. Approval of the Master Agreements will allow the Department to be able to contract for these services.

The Honorable Board of Supervisors
May 6, 2025
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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 SEPTIC TANK MAINTENANCE SERVICES

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
MASTER AGREEMENT PROVISIONS
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

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**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
MASTER AGREEMENT PROVISIONS
AS NEEDED SEPTIC TANK MAINTENANCE SERVICES**

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**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
MASTER AGREEMENT PROVISIONS
AS NEEDED SEPTIC TANK MAINTENANCE SERVICES**

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**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
MASTER AGREEMENT PROVISIONS
AS NEEDED SEPTIC TANK MAINTENANCE 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 Septic System Location & Model Types
- G All Septic Flow Schematics
- H Maintenance Inspection Form
- I Master Agreement Categories

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

**FOR
AS-NEEDED SEPTIC TANK MAINTENANCE 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 located at **Contractor Address**.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Septic Tank Maintenance 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 I 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.

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 Septic System Location & Model Types
- G All Septic Flow Schematics
- H Maintenance Inspection Form
- I 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's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.5 County:** The County of Los Angeles.
- 2.1.6 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.7 County Counsel:** The Los Angeles County office of the County Counsel.
- 2.1.8 County's Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.1.9 County's Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.1.10 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.
- 2.1.11 Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.12 Director:** Director of Department of Beaches & Harbors.

- 2.1.13 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.
- 2.1.14 Emergency:** Emergency services required by the County are defined as any needed service that threatens the safety of the public or property and immediate attention is required.
- 2.1.15 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.16 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.
- 2.1.17 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.
- 2.1.18 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.1.19 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.1.20 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.1.21 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.
- 2.1.22 Vendor(s):** The Vendor(s) whose SOQ is accepted by the Board of Supervisors for performance of the Master Agreement.
- 2.1.23 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. Payment for work will be on an hourly basis and subject to the Total Maximum Compensation specified in each individual Work Order. Work orders may be awarded by the length of projects. Payments for Work Orders issued for emergency services will be based on the Contractor's submitted rates for emergency services.
- 3.3 Should the County require emergency services (as defined in Paragraph 2.0), County will issue a Work Order to the first available, lowest cost Qualified Contractor able to respond within the timeframe based on the needs of the County.
- 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 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 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, unless otherwise stated in the Work order. Following selection, all Contractors selected must be available to meet with Department 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 authorized designee.
- 3.6 In the event Contractor defaults three times under Paragraph 3.5 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).
- 3.7 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.
- 3.8 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.
- 3.9 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 shall 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 Septic Tank Maintenance 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 Septic Tank Maintenance 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 Payment for all work issued on an emergency Work Order will be subject to Contractor's submitted rates for emergency services.

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

5.4.5 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.

5.4.6 Submission of Invoices

The Contractor must submit invoice(s) to the Department by the 15th of the month following the month work was performed. The Contractor must submit two (2) 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.

5.4.7 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.

5.4.8 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 Paragraph 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 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 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5 Confidentiality

7.5.1 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.

7.5.2 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 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.

- 7.5.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.5.4 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

7.5 (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.

- **Property Coverage**

Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

- **Pollution Liability Coverage**

Such insurance must cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated for removal of pollutant from the work site. Vendor shall maintain limits not less than \$ 1 million per occurrence and \$ 2 million aggregate. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

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 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.52 Time off For Voting

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

10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

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

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

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

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

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment 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.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in

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

8.58 Injury and Illness Prevention Program

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

8.59 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.

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 7.5	(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	(Wavier)
Paragraph 8.57	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding
Paragraph 10.0	(Survival)

**AUTHORIZATION OF MASTER AGREEMENT FOR
AS-NEEDED SEPTIC TANK MAINTENANCE 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 May, 2025.

COUNTY OF LOS ANGELES

By _____
Director, Beaches and Harbors

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES

MASTER AGREEMENT CONTRACTOR LIST

CONTRACTOR	SPECIALTY
1. Panico Excavation Inc.	Maintenance Sampling & Reporting Pump Outs Repairs Ozone
2. WSP USA, Inc.	Sampling & Reporting

AS-NEEDED SEPTIC TANK MAINTENANCE SERVICE CATEGORIES & LOCATIONS

The scope of service shall include but is not necessarily limited to the following within each category:

Maintenance

Perform scheduled preventative maintenance that includes, but is not limited to:

- Operate septic systems to control flow and processing of wastewater, sludge, and effluent;
- Monitor gauges, meters, and control panels; observe variation in operating conditions; interpret meter and gauge readings; and test results to determine processing requirements;
- Operate valves and gates; start and stop pumps, engines, and electric motors to control and adjust flow and treatment processes; and perform routine maintenance work;
- Record meter and gauge readings;
- Check chemical levels minimally bi-monthly during the months of November – April, and more often during the months of May – October;
- Inspect, clean, lubricate, and adjust all components including, pump vaults, mixing units, spray nozzles, grease traps, filters, and sewer lines;
- Measure and record water, scum and sludge depth, pH, ammonia, etc.;
- Inspect UV bulbs and replace when required;
- Inspect and clean any obstructions on the Dispersal Box (D-Box);
- Complete maintenance of septic tank systems.
- Conduct Remote System Monitoring:
 - Inspect and calibrate all sensors and controls to assure proper performance and reporting of the telemetry unit;
 - Monitor the system for performance and respond to the system alarms. In the event a system alarm is received, Contractor must first attempt to correct the system fault remotely. If the system cannot be corrected remotely, Contractor must respond and send a technician to the site within **four (4) hours** of an alarm and notify the District Manager of the alarm/issue via a text message or email. Contractor must notify the District Manager by email if the telemetry line is not in working condition;
 - Must be able to access alarm history and all associated data and export this data to excel when requested by the Department.
- **Royal Palms Facility - Specific Scope**
 - In addition to the as-needed maintenance activities above, Contractor must possess a Wastewater Treatment Plant Operator Certificate, Grade III or higher, issued by the California State Water Resources Control Board:

AS-NEEDED SEPTIC TANK MAINTENANCE SERVICE CATEGORIES & LOCATIONS

- Contractor will be named a Legally Responsible Official for this facility, and will be responsible for submitting monthly and annual monitoring reports to the California State water Resources Control Board on behalf of the Department.

Sampling & Reporting

Sampling and reporting that includes, but is not limited to:

- Provide sampling and analysis services for effluent and groundwater samples from septic sites in accordance with the wastewater discharge permit requirements.
- Provide quarterly, monthly, and annual regulatory reports in accordance with the wastewater discharge permit requirements.

Pump Outs

Pump outs of septic tanks are required on an as-needed basis that includes, but is not limited to:

- Remove, transport, and dispose of waste from the Department's septic systems;
- Removal will usually involve the opening of septic tanks, vacuuming of contents and loading into proper containment for transportation to authorized waste treatment facilities. Removal will likely require use of a pressure washer or similar device to break up solids to allow for complete removal of wastes;
- Provide the Department with "before and after" photos that show the amount of material before the cleaning/removal and adequately demonstrate that the tanks are completely empty after service has been performed. These photos must be included as an attachment to the invoice and be clearly labeled as to location;
- Remove and dispose of all waste specified herein from County property at its own expense;
- Make all arrangements for profiling, loading, and transporting waste. Only fully licensed and permitted recycling or disposal facilities will be used;
- If spillage occurs during removal or while the waste is in the possession of the Contractor, the Contractor will perform any necessary cleaning of the Department's facilities and/or project job sites to restore them to a condition acceptable to the County's Project Manager at the Contractor's expense;
- Contractor will indemnify the County for any spillage that occurs once the Contractor has the job site due to Contractor negligence;
- Provide advice, assistance and information regarding State agencies and their procedures when requested by the County's Project Manager;
- Coordinate with Department contacts to arrange for access to beach locations and will perform pump-outs during middle of the week to minimize interference with beach-going public, when able;
- Submit an itemized account of all hazardous waste collected: work location, type of hazardous waste collected, and quantity of material pumped from each site, with the invoice;

AS-NEEDED SEPTIC TANK MAINTENANCE SERVICE CATEGORIES & LOCATIONS

- Submit copies of Hazardous Waste Site Specified Manifests to transport, store, transfer, and/or dispose of hazardous waste materials as required;
- Submit copies of all relevant paperwork, such as work orders, non-hazardous manifest forms, facility weigh master certificates, and facility acceptance certificates, etc.

Repairs

Repairs of Septic Tanks that include, but is not limited to:

- The Contractor will be responsible to perform repairs of Septic Tanks as needed basis and/or for emergency needs such as wire repairs, replacement of parts, alarm system repairs, etc.
- For any repair that requires additional parts to be purchased, the contractor must provide the contract administrator a written itemized quote for the cost of the repair.
- The Department will provide a purchase order for the repairs. No repairs that require additional parts shall be completed prior to the Department issuing a purchase order.

Ozone

Ozone of Septic Tanks that includes, but is not limited to:

- The Contractor will be responsible for inspecting and clearing ozone for debris inside dosing tank;
- Inspecting electrical circuits to junction box from ozone unit;
- Inspect tubing from junction to generator and ozone reactor location;
- Inspect all electrical connection from ozone reactor to junction box;
- Test sensors to ozone ORP read out meter system;
- Check low water float safety protection electrical line to junction box;
- Inspect air vent active carbon filter line including housing and filter element;
- Inspect pumps to effluent pipe set;
- Test system electrical circuit and float switch to ozone control box;
- Pressure test THV hose from ozone reactor to ozone generator system;
- Test output pressure and ozone measurement timing from system;
- Test instrument control to ozone system;
- Secure shield circuit connections;
- Run system and test ORP output;
- Check system operation on hourly ORP output;
- Adjust ozone and oxygen levels.

AS-NEEDED SEPTIC TANK MAINTENANCE SERVICE CATEGORIES & LOCATIONS

Location	Address	Type of System
Zuma Beach Restroom #1	30066 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-100
Zuma Beach Restroom #2	29600 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-MAX
Zuma Beach Restrooms #3 & #4	29750 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-100
Zuma Beach Restroom #5 & Lifeguard Headquarters	30050 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-100 / Microseptic Model ES-25
Zuma Beach Restroom #6	30066 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-MAX
Zuma Beach Restroom #7	30180 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-MAX
Zuma Beach Restroom #8	30300 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-MAX
Zuma Beach Restroom #9	30490 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-MAX
Zuma Beach Maintenance Yard	30100 Pacific Coast Highway, Malibu CA 90265	AdvanTex Model AX-100
Point Dume Beach Locations #1, 2 & 3	69000, 7100, 7103 Westward Beach Road, Malibu, CA 90265	AdvanTex Model AX-MAX
Dan Blocker Beach	26200 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-20
Malibu Surfrider Beach	23060 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-100
Topanga Beach	18720 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-100
White Point/Royal Palms Beach	1799 S. Paseo del Mar, San Pedro, CA 90732	AdvanTex Model AX-MAX 050-14

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025		
BOARD MEETING DATE	5/6/2025		
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)	CEO, Budget and Operations Management Branch		
SUBJECT	Negotiated Property Tax Exchange Joint Resolutions for Sanitation Districts		
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 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	None		
COST & FUNDING	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 Resolutions between the Board of Supervisors, as the governing body of the County of Los Angeles, the Consolidated Fire Protection District, and the County Flood Control District, and on behalf of the LA County Library, County Waterworks No. 40, Road District No. 5, and County Lighting Maintenance District No. 1687; County Sanitation Districts No. 14 and the Santa Clarita Valley Sanitation Districts of Los Angeles County; and other affected taxing entities based on the negotiated exchange of property tax revenue related to proposed Annexation Nos. 14-445 in unincorporated Antelope Valley; 14-452 in unincorporated Quartz Hill; 14-456 in City of Palmdale; 14-450, 14-453, 14-457, 14-458, and 14-459 in the City of Lancaster; SVC-1130, and SVC-1132 in the City of Santa Clarita.		
BACKGROUND (include internal/external issues that may exist including any related motions)			
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, Principal Analyst, (213) 974-1130, rmoran@ceo.lacounty.gov



Chief Executive Office.

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

May 6, 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 RESOLUTIONS BETWEEN THE BOARD OF SUPERVISORS AS THE
GOVERNING BODY OF THE COUNTY OF LOS ANGELES, CONSOLIDATED FIRE
PROTECTION DISTRICT, AND COUNTY FLOOD CONTROL DISTRICT, VARIOUS
COUNTY SANITATION DISTRICTS, AND OTHER AFFECTED TAXING ENTITIES
ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE AS A
RESULT OF PROPOSED ANNEXATIONS TO COUNTY SANITATION DISTRICTS
(ANNEXATION NOS. 14-445, 14-450, 14-452, 14-453, 14-456, 14-457, 14-458, 14-459,
SCV-1130, and SCV-1132)
(FIFTH DISTRICT)
(3-VOTES)**

SUBJECT

This action is to adopt the Negotiated Property Tax Exchange Joint Resolutions associated with the annexation of territories into County Sanitation Districts No. 14 and the Santa Clarita Valley Sanitation Districts of Los Angeles County (Sanitation Districts).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Joint Resolutions are not subject to the provisions of the California Environmental Quality Act (CEQA) because the proposed actions do not meet the definition of a project for the reasons stated herein and the reasons reflected in the record.
2. Approve and adopt Joint Resolutions between the Board of Supervisors (Board), as the governing body of the County of Los Angeles (County), the Consolidated Fire Protection District, and the County Flood Control District, and on behalf of the LA County Library, County Waterworks No. 40, Road District No. 5, and County Lighting



Maintenance District No. 1687; County Sanitation Districts No. 14 and the Santa Clarita Valley Sanitation Districts of Los Angeles County; and other affected taxing entities based on the negotiated exchange of property tax revenue related to proposed Annexation Nos. 14-445 in unincorporated Antelope Valley; 14-452 in unincorporated Quartz Hill; 14-456 in City of Palmdale; 14-450, 14-453, 14-457, 14-458, and 14-459 in the City of Lancaster; SVC-1130, and SVC-1132 in the City of Santa Clarita.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

In order for the Local Agency Formation Commission (LAFCO) for the County to proceed with the required hearings on the proposed annexations, the Board, as the governing body of the County, Consolidated Fire Protection District, and the County Flood Control District, and on behalf of the LA County Library, County Waterworks No. 40, Road District No. 5, and County Lighting Maintenance District No. 1687, must also adopt the attached Joint Resolutions.

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

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

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

incremental property tax growth for future years due to the proposed annexations is minimal and is reflected in the Enclosure.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Part 3, Division 3, Title 5 of the California Government Code, commencing with section 56000, the Sanitation Districts adopted resolutions and filed applications with LAFCO to initiate proceedings for the reorganization of territory to the Sanitation Districts. Section 99 of the Revenue and Taxation Code (R&T Code) requires that prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service area, or service responsibilities will be altered by such change, must negotiate a reallocation of property tax revenue between the affected agencies, and approve and accept such reallocation by resolution. The Sanitation Districts and the other independent taxing entities have adopted the negotiated Joint Resolutions for the subject reorganizations, as required by section 99 of the R&T Code.

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

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

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not projects pursuant to CEQA, because they are activities excluded from the definition of a project by section 15378(b) of the State CEQA Guidelines. The proposed actions create a government funding mechanism, a fiscal activity which does not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

At such time as the recommendation is approved by the Board, please provide an approved copy of this letter and a copy of the signed Joint Resolutions to LAFCO Executive Officer, Paul A. Novak by email at pnovak@lalafco.org; return one approved copy of this letter and a copy of the signed Joint Resolutions to the Chief Executive Office – Budget and Operations Management Branch; and return one approved copy of this letter and a copy of the signed Joint Resolutions to the Auditor-Controller – Property Tax Apportionment Division.

The Honorable Board of Supervisors
5/6/2025
Page 4

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:MM
JFO:DC:cg

Enclosures

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

ATTACHMENT

April 16, 2025

**JOINT RESOLUTIONS BETWEEN THE BOARD OF SUPERVISORS AS THE
GOVERNING BODY OF THE COUNTY OF LOS ANGELES, CONSOLIDATED FIRE
PROTECTION DISTRICT, AND COUNTY FLOOD CONTROL DISTRICT, VARIOUS
COUNTY SANITATION DISTRICTS, AND OTHER AFFECTED TAXING ENTITIES
ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE AS A
RESULT OF PROPOSED ANNEXATIONS TO COUNTY SANITATION DISTRICTS
(ANNEXATION NOS. 14-445, 14-450, 14-452, 14-453, 14-456, 14-457, 14-458, 14-459,
SCV-1130, and SCV-1132)
(FIFTH DISTRICT)
(3-VOTES)**

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

[Item 2B - CEO - Negotiation Property Tax Exchange Joint Resolutions for Sanitation
Districts.pdf](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025		
BOARD MEETING DATE	5/6/2025		
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	AWD Big Pines Highway, et al. - Guardrail Replacement On-System (2020 Bobcat Fire)		
PROGRAM	Transportation (Emergency Relief)		
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 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	To award the construction contract as soon as possible as the bidder is not obligated to honor their bid price beyond May 30, 2025.		
COST & FUNDING	Total cost:	Funding source: Federal Emergency Relief Program and Senate Bill 1.	
	\$1,300,000		
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Board approval to award a construction contract for Project ID No. RDC0016498, Big Pines Highway, et al. - Guardrail Replacement On-System (2020 Bobcat Fire) project in the unincorporated communities of Juniper Hills and Littlerock/Llano to Access Pacific, Inc.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On July 9, 2024, the Board approved the project and delegated authority to adopt the plans and specifications, advertise for bids, and award and execute a construction contract. On August 13, 2024, two bids were received. The responsible bidder with the lowest responsive bid was Access Pacific, Inc., with a bid price of \$474,400, which exceeded the estimated construction cost range previously provided to the Board.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. The project will improve overall traffic safety of drivers. Board Priority No. 9: Poverty Alleviation. The project will require a portion of the work be performed by Disadvantaged Business Enterprises.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, Office (626) 458-4018, Cell (626) 476-9847, sburger@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

May 6, 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:

**AWARD CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
PROJECT ID NO. RDC0016498
BIG PINES HIGHWAY, ET AL. – GUARDRAIL REPLACEMENT ON-SYSTEM
(2020 BOBCAT FIRE)
IN THE UNINCORPORATED COMMUNITIES OF JUNIPER HILLS AND
LITTLEROCK/LLANO
(SUPERVISORIAL DISTRICT 5)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to award and execute a construction contract to Access Pacific, Inc., for the Big Pines Highway, et al. - Guardrail Replacement On-System (2020 Bobcat Fire) project in the unincorporated communities of Juniper Hills and Littlerock/Llano.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are within the scope of a previous exemption from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the approved project.

2. Find the apparent lowest bid submitted by Aguilar & Calderon Corporation, to be nonresponsive for failure to demonstrate adequate efforts to meet the Disadvantage Business Enterprise goal of the project, as required in the bid documents.
3. Award and authorize the Director of Public Works, acting as Road Commissioner, or his designee to execute a construction contract with Access Pacific, Inc., in the amount of \$474,400, and establish the effective date following receipt of approved Faithful Performance and Labor and Material Bonds and insurance certificate filed by the contractor for Project ID No. RDC0016498, Big Pines Highway, et al. - Guardrail Replacement On-System (2020 Bobcat Fire) project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the project, and related actions, are within the scope of the previous finding of exemption from the California Environmental Quality Act (CEQA) and allow Public Works to execute a construction contract to replace guardrails damaged by the 2020 Bobcat Fire.

The project includes the removal and replacement of guardrails, clearing and grubbing, unclassified excavation, and grading. Construction will occur on Big Pines Highway at Mile Marker 1.22 and 700 feet east of Mile Marker 1.22; 106th Street East 800 feet south of Mile Marker 24.90; and Tumbleweed Road at Mile Marker 0.35 (Pallet Creek, Bridge No. 3578).

On July 9, 2024, the Board approved the project and delegated certain authorities to the Director of Public Works to deliver the project, including authority to advertise the project; determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid; and award and execute a construction contract with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$270,000 and \$405,000 or that exceeded the estimated cost range by no more than 15 percent. On August 13, 2024, two bids were received (see Enclosure). Aguilar & Calderon Corporation was identified as the apparent lowest bidder with the bid price of \$433,246. However, their bid has been found to be nonresponsive as provided by the Instructions to Bidders. Based on Section 9.9 of the Local Assistance Procedures Manual (January 2024) and Appendix A in Part 26 of Title 49 of the Code of Federal Regulations, Aguilar & Calderon Corporation's bid proposal did not demonstrate adequate efforts to meet the established Disadvantage Business Enterprise (DBE) goal for this project.

In accordance with Part 26 of Title 49 of the Code of Federal Regulations, Public Works offered Aguilar & Calderon Corporation an administrative reconsideration of Public Works' findings. The administrative reconsideration offers Aguilar & Calderon Corporation the opportunity to provide written documentation or argument concerning the adequacy of their good faith efforts. Aguilar & Calderon Corporation declined the offer for an administrative reconsideration.

Access Pacific, Inc., was identified as the next apparent responsible bidder with the bid price of \$474,400 and a proposed 100 percent DBE goal. This bid price exceeded the Director of Public Works' delegated authority to award the project and represents a price 17 percent higher than the estimated construction cost range, which was based on historical average contract prices for similar items of work. Readvertising the project will result in loss of Federal reimbursement, increase contract administration cost, and delay construction with no guarantee that lower bids will be received. Public Works considers the bid price submitted by Access Pacific, Inc., is reasonable and recommends awarding them the contract.

It is anticipated the work will start in the third quarter of 2025 and be completed in the third quarter of 2026.

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 replacing and improving public infrastructure assets that support the quality of life of Los Angeles County residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost at award is estimated to be \$1,300,000.

The project will be administered utilizing Federal aid funding in the amount of \$834,500 under the Federal Emergency Relief Program covered by Agreement 78542 with the State of California. The remaining project cost of \$465,500 is funded with the State of California Road Maintenance and Rehabilitation Account funds allocated to the County under the Road Repair and Accountability Act of 2017 (Senate Bill 1).

Funding for this project is available in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget. Funding for future years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

ENVIRONMENTAL DOCUMENTATION

On July 9, 2024, the Board approved the project and found that it was exempt from CEQA pursuant to Sections 15301 (c), 15302, and 15304 (a) of the State CEQA Guidelines and Class 1 (x) Subsections 17 and 22, Class 2, and Class 4 (a) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The current recommendations are within the scope of the previously approved exemptions from CEQA, as there is no change in the project scope or the circumstances under which the project will be undertaken.

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

CONTRACTING PROCESS

The contract was solicited on an open competitive basis in accordance with the provisions of the State Public Contract Code.

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

<https://doingbusiness.lacounty.gov/>

<https://dpw.lacounty.gov/contracts/opportunities.aspx>

Public Works received, and publicly opened, two bids on the solicitation for the advertised project. The responsible contractor with the lowest apparent responsive bid identified in the enclosure, Aguilar & Calderon Corporation, did not demonstrate adequate efforts to meet the established DBE goal for this Federally funded project and should be found to be nonresponsive.

In addition, as required by Board Policy No. 5.140, information such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions was considered before making the recommendation to award to Access Pacific, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The new guardrails on Big Pines Highway will enhance safety by reducing the severity of run-off-road collisions.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:KF:hd

Enclosure

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors
Internal Services (Countywide Contract Compliance)

ENCLOSURE
May 6, 2025

PROJECT NAME: BIG PINES HIGHWAY, ET AL. - GUARDRAIL REPLACEMENT
ON-SYSTEM (2020 BOBCAT FIRE)

PROJECT ID NO.: RDC0016498

BID OPENING DATE: AUGUST 13, 2024

BID SUMMARY:

	Bidder	Bid Amount	Local Small Business Enterprise Certified	Certified Business Enterprise Certified	Disabled Veterans Business Enterprise Certified
1.	Aguilar & Calderon Corporation 15738 Yermo Street Whittier, CA 90603	\$433,246	Yes	Yes	Yes
2.	Access Pacific, Inc. 2835 Sierra Grande Street Pasadena, CA 91107	\$474,400	Yes	Yes	Yes

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025		
BOARD MEETING DATE	5/6/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	South Street Traffic Signal Synchronization Program - Atlantic Avenue to Studebaker Road Construction Contract		
PROGRAM	Countywide Traffic Congestion Management 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: 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.		
DEADLINES/ TIME CONSTRAINTS	Yes, there is urgency to advertise this project by May 2025 and finish construction by October 2026 to meet the Metro Grant funding deadline.		
COST & FUNDING	Total cost: \$2,256,500	Funding source: Proposition C Discretionary Grant Fund; City Jurisdictional Funding, Highways-Through-Cities Fund; Proposition C Local Return Fund.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	To obtain Board approval to adopt plans and specifications, advertise, and award and execute a construction contract for the South Street Traffic Signal Synchronization Program - Atlantic Avenue to Studebaker Road project.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The project is part of the Countywide Traffic Signal Synchronization Program. Traffic signal improvements will be made along South Street from Atlantic Avenue to Studebaker Road to improve traffic flow and safety.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. The project will modify, install, and synchronize traffic signals to reduce vehicular stops, fuel consumption, air emissions, and accidents, thereby improving air quality.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, Office (626) 458-4018, Cell (626) 476-9847, sburger@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

May 6, 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
TRANSPORTATION CORE SERVICE AREA
ADOPT RESOLUTION NO. 4000 FOR HIGHWAYS-THROUGH-CITIES FUNDING
ADOPT, ADVERTISE, AND AWARD
PROJECT ID NO. TSM0010286
SOUTH STREET TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
ATLANTIC AVENUE TO STUDEBAKER ROAD
IN THE CITIES OF CERRITOS, LAKEWOOD, AND LONG BEACH
(SUPERVISORIAL DISTRICT 4)
(4-VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt Resolution No. 4000 providing Highways-Through-Cities Funds to the Cities of Cerritos, Lakewood, and Long Beach; authorize the Director of Public Works or his designee to execute a Funding Cooperative Agreement between the County of Los Angeles and the City of Long Beach to include city contributions to the project; and adopt plans and specifications, advertise for construction bids, and award and execute a construction contract for the South Street Traffic Signal Synchronization Program - Atlantic Avenue to Studebaker Road in the Cities of Cerritos, Lakewood, and Long Beach.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Adopt Resolution No. 4000 finding that the modification and synchronization of traffic signals in the Cities of Cerritos, Lakewood, and Long Beach, is of general County interest and that Los Angeles County aid in the form of Highways-Through-Cities funds in the amount of \$1,629,300 shall be provided to the Cities of Cerritos, Lakewood, and Long Beach to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C Discretionary Grant Fund and Proposition C Local Return Fund.
3. Approve and authorize the Director of Public Works or his designee to sign a Funding Cooperative Agreement between the County of Los Angeles and the City of Long Beach to allow the City to contribute its share of funding to the South Street Traffic Signal Synchronization Program - Atlantic Avenue to Studebaker Road project. The total project cost is currently estimated to be \$2,256,500 with the City of Long Beach's share estimated to be \$2,209,700; the City of Cerritos' share estimated to be \$7,200; and the City of Lakewood's share estimated to be \$39,600. The Director of Public Works or his designee may execute amendments to the Funding Cooperative Agreement to incorporate necessary programmatic and administrative changes.
4. Approve the project and adopt the plans and specifications that are on file in Public Works' Project Management Division III for the South Street Traffic Signal Synchronization Program - Atlantic Avenue to Studebaker Road project at an estimated construction contract cost between \$850,000 and \$1,275,000.
5. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement that are to be received before 11 a.m. on June 10, 2025, in accordance with the Notice Inviting Bids.
6. Find pursuant to State Public Contract Code Section 3400 (c) (2) that it is necessary to specify the designated items by specific brand name in order to match other products in use on a particular public improvement either completed or in the course of completion.

7. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
8. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the South Street Traffic Signal Synchronization Program - Atlantic Avenue to Studebaker Road project to the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$850,000 and \$1,275,000 or that exceeds the estimated cost range by no more than 15 percent, if additional and appropriate funds have been identified.
9. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (a) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (b) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (c) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under State Public Contract Code 20395; (d) accept the project upon its final completion; and (e) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the proposed project is exempt from the California Environmental Quality Act (CEQA); adopt a resolution that the project is of general County interest and that aid in the form of Highways-Through-Cities (HTC) Funds in the amounts of \$7,200, \$39,600, and \$1,582,500 shall be provided to the Cities of Cerritos, Lakewood, and Long Beach, respectively; authorize Public Works to execute a Funding Cooperative Agreement between the County of Los Angeles and the City of Long Beach; and allow Public Works to construct the South Street Traffic Signal Synchronization Program - Atlantic Avenue to Studebaker Road Project in the Cities of Cerritos, Lakewood, and Long Beach (see Enclosure A).

The proposed project includes upgrading traffic signal equipment, pedestrian enhancements, and various other intersection safety improvements along the corridor. The project will modify and synchronize the traffic signals on South Street between

Atlantic Avenue to Studebaker Road; thereby, enhancing traffic flow, reducing congestion, and improving safety for the traveling public.

The HTC program is a County program that was initiated to assist cities in developing a fully coordinated arterial system throughout the County recognizing that many small cities do not have the funds to complete their portion of the County's Highway Plan. Under the HTC program, cities receive assistance for the construction of specific highway projects. The HTC funds are allocated on a case-by-case basis at the discretion of the Supervisor in whose supervisorial district the project is located.

Board adoption of Resolution No. 4000 approves the County's contribution of HTC funds in the amount of \$1,629,300 to finance a portion of the Cities of Cerritos, Lakewood, and Long Beach's jurisdictional shares of the project cost (see Enclosure B).

Sections 1680-1683 of the California Streets and Highways Code provide that the Board of Supervisors of any County may, by a Resolution adopted by a four-fifths vote of its members, determine that certain types of road improvements are of general County interest and that County aid shall be extended therefor.

The Funding Cooperative Agreement between the County of Los Angeles and the City of Long Beach is needed to design and construct traffic signal improvements along South Street between Atlantic Avenue to Studebaker Road. The County of Los Angeles will perform the preliminary engineering and administer construction of the proposed project with the City and the County to finance their respective jurisdictional shares of the project cost. The City's and County's actual costs will be based upon a final accounting after completion of the project. Authorizing the Director of Public Works or his designee to execute the Funding Cooperative Agreement will expedite project delivery. The agreement will be approved as to form by County Counsel before execution.

It is anticipated the work will start in February 2026 and be completed in September 2026.

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 replacing and improving public infrastructure assets that support the quality of life of Los Angeles County residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this proposed project is in the range of \$850,000 and \$1,275,000, with a maximum construction contract cost to be within 15 percent of this range. The total project cost is estimated to be \$2,256,500. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, consultant services, survey, right-of-way and utility clearances, inspection, contract administration, change order contingency, and other County services.

The project is located in the Cities of Cerritos, Lakewood, and Long Beach. A City-County cooperative agreement with the City of Long Beach will provide for the County to perform the preliminary engineering and administer the construction of the project with the City of Long Beach to finance a portion of its jurisdictional share of the project cost estimated to be \$627,200.

The project is financed with \$1,178,000 in grant funds received from the Los Angeles County Metropolitan Transportation Authority 2007 Call for Projects, Proposition C Discretionary Grant Fund for the Gateway Cities Forum Traffic Signal Corridors Project Phase VI, and \$451,300 from the County Proposition C Local Return Fund.

The \$1,629,300 in HTC funds consists of funds from the Proposition C Discretionary Grant Fund and the Proposition C Local Return Fund.

The Cities of Cerritos, Lakewood, and Long Beach's jurisdictional shares of the County HTC contribution from Proposition C Discretionary Grant Fund and Proposition C Local Return Funds are \$7,200, \$39,600, and \$1,582,500, respectively. The Board has established a \$2,500,000 top-of-pot annual allocation from the Proposition C Local Return Fund Budget from the Countywide Traffic Congestion Management Program. The \$451,300 from the County Proposition C Local Return Fund will be funded from this top-of-pot allocation of which \$7,200, \$39,600, and \$404,500 will be used for the Cities of Cerritos, Lakewood, and Long Beach's respective shares in HTC fund.

Funding for this proposed project is available in the Proposition C Local Return Fund (CN9 - Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2024-25 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

State Public Contract Code Section 3400 allows a product to be designated by specific brand name for several purposes, one of which is to match other products in use on a particular public improvement either completed or in the course of completion, if the awarding authority makes a finding and language is included in the Notice Inviting Bids. The Notice Inviting Bids includes language describing this finding.

A list of specific brand names and qualified purposes in accordance with State Public Contract Code is provided in Enclosure C.

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

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

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

ENVIRONMENTAL DOCUMENTATION

The proposed traffic signal synchronization project is exempt from CEQA. The project to improve traffic signal operations, with no expansion in use, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in Section 15301 (c) of the State CEQA Guidelines, and Class 1 (x), Subsections 4, 7, 14, and 22 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, which apply to operation and minor alteration of existing facilities, modification of an existing traffic signal system, and related maintenance and upgrades. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled

pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the contract documents will include a best-efforts goal that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents. The "Targeted Worker" component will not be included as part of the project.

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

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

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

Also, contract solicitations will be advertised through web-based and social media platforms.

In addition, in order to increase opportunities for small businesses, Public Works will be offering preference to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Minor impacts to adjacent residents, businesses, and motorists may occur while the projects are underway. When the project is completed, it will have a positive impact by enhancing traffic flow, reducing congestion, and improving safety for the traveling public.

The Honorable Board of Supervisors
May 6, 2025
Page 8

CONCLUSION

Please return one adopted copy of this Board letter and one signed copy of the resolution to Public Works, Project Management Division III.

Respectfully submitted,

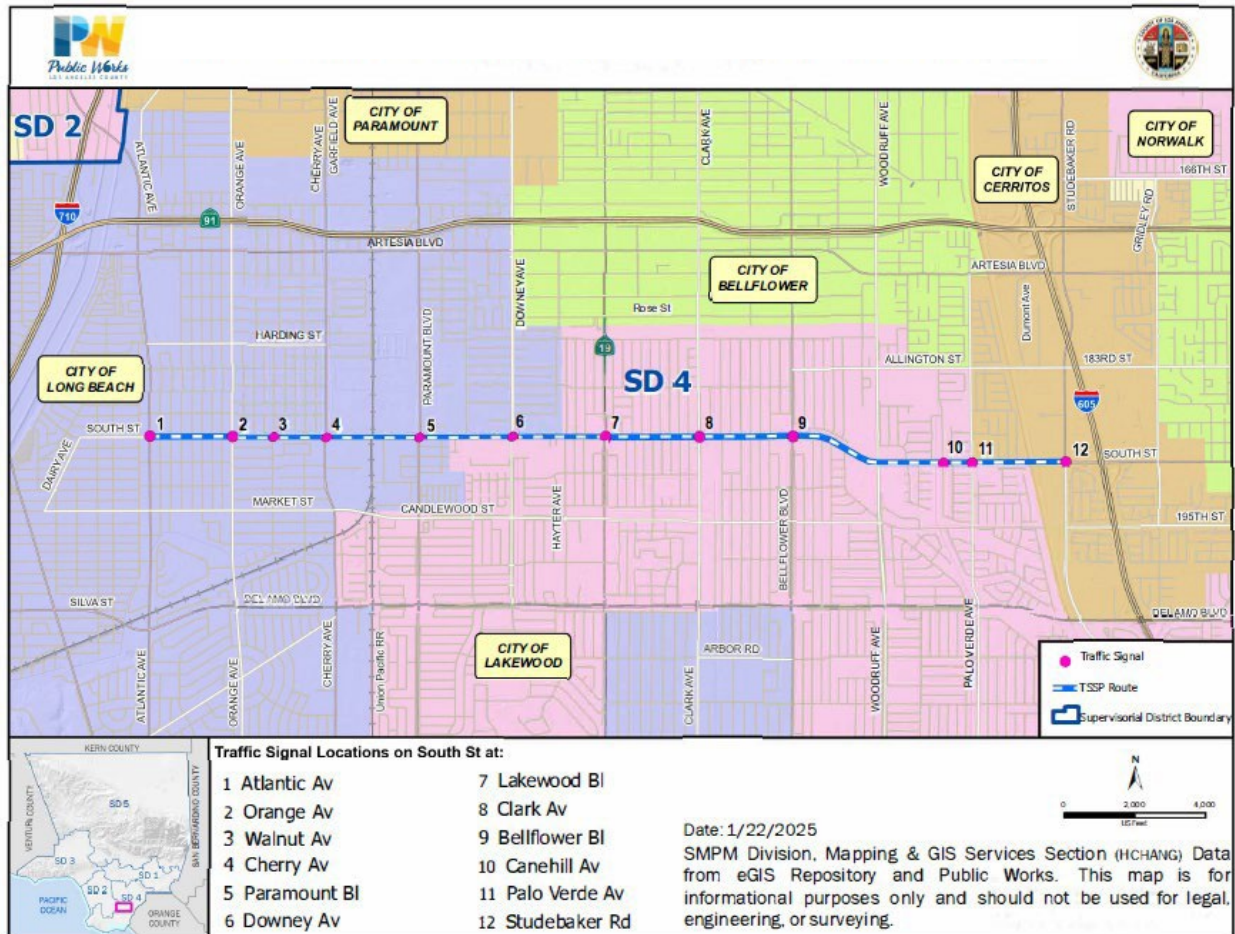
MARK PESTRELLA, PE
Director of Public Works

MP:KF:hd

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors
Internal Services (Countywide Contract Compliance)

**SOUTH STREET TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
ATLANTIC AVENUE TO STUDEBAKER ROAD
PROJECT ID NO. TSM0010286**



May 6, 2025

**RESOLUTION NO. 4000 OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO THE CITIES OF
CERRITOS, LAKEWOOD, AND LONG BEACH
FOR THE PURPOSE OF TRAFFIC SIGNAL MODIFICATION AND
SYNCHRONIZATION**

WHEREAS, the Cities OF CERRITOS, LAKEWOOD, AND LONG BEACH are hereinafter referred to as CITIES, and the COUNTY OF LOS ANGELES, hereinafter referred to as COUNTY, desire to modify and synchronize the traffic signals along South Street from Atlantic Boulevard to Studebaker Road, which work is hereinafter referred to as TSSP; and

WHEREAS, portions of TSSP are located and will be utilized within the jurisdictional limits of CITIES; and

WHEREAS, TSSP is of general interest to CITIES and COUNTY; and

WHEREAS, the CITIES shares of the total cost of TSSP are currently estimated to be Two Million Two Hundred Fifty-Six Thousand Five Hundred and 00/100 Dollars (\$2,256,500.00); and

WHEREAS, COUNTY AND CITIES previously executed or will execute a cooperative agreement which outlines the roles and responsibilities associated with the TSSP; and

WHEREAS, the CITIES' shares of the TSSP cost will be financed with One Million One Hundred Seventy Eight Thousand and 00/100 Dollars (\$1,178,000.00) in Los Angeles County Metropolitan Transportation Authority (METRO) 2007 Call for Projects Grant Funds administered by the COUNTY for the Gateway Cities Forum Traffic Signal Corridors Project Phase V and Four Hundred Fifty-One Thousand Three Hundred and 00/100 Dollars (\$451,300.00) in local matching funds and Six Hundred Twenty Seven Thousand Two Hundred and 00/100 Dollars (\$627,200) in City funds; and

WHEREAS, on an annual basis, a Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) Top-of-Pot allocation from the Proposition C Local Return Fund Budget has been established for COUNTY'S Traffic Congestion Management Program; and

WHEREAS, the County local match of the cost of TSSP will be funded from this Top-of-Pot allocation; and

ENCLOSURE B

May 6, 2025

WHEREAS, TSSP is consistent with the scope of work for traffic improvements within CITIES pursuant to Memorandum of Understanding (MOU) Number P00F1312 between COUNTY and METRO; and

WHEREAS, such a proposal is authorized and provided for by the provisions of sections 1680-1683 of the California Streets and Highways Code.

NOW, THEREFORE, it is hereby resolved as follows:

SECTION 1. The TSSP is of general COUNTY interest and County-aid shall be extended therefor.

SECTION 2. Subject to the terms and conditions set forth herein, COUNTY consents, pursuant to the provisions of Sections 1680-1683 of the California Streets and Highways Code, to extend aid to CITIES in the amount of One Million Six Hundred Twenty-Nine Thousand Three Hundred and 00/100 Dollars (\$1,629,300.00) for the TSSP from the Proposition C Local Return Fund, to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax.

SECTION 3. The financial obligations of the COUNTY are expressly conditioned upon obtaining reimbursement from METRO pursuant to MOU Number P00F1312 between COUNTY and METRO.

SECTION 4. If any provision of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

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ENCLOSURE B

May 6, 2025

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.

FESIA DAVENPORT
Chief Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Katherine Hardy
Deputy

**PROJECT NAME: SOUTH STREET TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
ATLANTIC AVENUE TO STUDEBAKER ROAD**

PROJECT ID NO.: TSM0010286

List of specific brand names in accordance with State Public Contract Code Section 3400:

Item/Category	Manufacturer	Model	Public Contract Code 3400 Justification*	Detailed Justification
Traffic Signal Controller Software	Fourth Dimension Traffic	D4 Firmware (Version 1.5L-39)	(C) (2)	D4 Firmware in the 2070 Advanced Traffic Controller is necessary to maintain compatibility with the current traffic control system used in Public Works' Traffic Management Center

*(1) In order that a field test or experiment may be made to determine the product's suitability for future use. (2) In order to match other products in use on a particular public improvement either completed or in the course of completion. (3) In order to obtain a necessary item that is only available from one source. (4) (a) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the Invitation for Bid or Request for Proposals. (b) In order to respond to an emergency declared by the State, a State agency, or political subdivision of the State, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the Invitation for Bid or Request for Proposals.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025	
BOARD MEETING DATE	5/6/2025	
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	Lower Busch Tank Improvement Construction Contract	
PROGRAM	Water Tank in Los Angeles County Waterworks District No. 29, Malibu	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Sole source is required for consistency with existing equipment, replacement parts, and institutional knowledge regarding repairs and maintenance.	
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.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$7,900,000	Funding source: Los Angeles County Waterworks District No. 29, Malibu, Accumulative Capital Outlay Fund (N33-Capital Assets-Infrastructure); State of California Department of Water Resources will reimburse up to \$500,000 to the Los Angeles County Waterworks District No. 29, Malibu, from the Proposition 1 Integrated Regional Water Management Grant Program. Additionally, the United States Federal Emergency Management Agency will reimburse up to \$204,282.75 to the District from the Hazard Mitigation Grant Program.
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	To obtain delegated authority to adopt the plans and specifications, advertise, and award and execute a construction contract for the Lower Busch Tank Improvement in the City of Malibu.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The project will construct a new 385,000-gallon steel tank and remove the existing 300,000-gallon concrete tank to improve water supply reliability.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. This project will increase water system reliability for domestic use. This infrastructure investment will better enable the water system to adapt to changing demands and climate stresses.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Adam Ariki, Deputy Director, Office (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

May 6, 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
WATER RESOURCES CORE SERVICE AREA
DELEGATED AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
PROJECT ID NO. WWD2900018
LOWER BUSCH TANK IMPROVEMENT
IN THE CITY OF MALIBU
(SUPERVISORIAL DISTRICT 3)
(4-VOTES)**

SUBJECT

Public Works is seeking Board approval to carry out the accelerated delivery of the Lower Busch Tank Improvement project, including delegated authority to adopt the plans and specifications, advertise for bids, and award and execute a construction contract in the City of Malibu.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU:

1. Certify that the Addendum to the previously adopted Negative Declaration for the Lower Busch Tank Improvement project has been completed in compliance with the California Environmental Quality Act and reflects the independent judgement and analysis of the Los Angeles County Waterworks District No. 29, Malibu, as the lead agency; find that the Board has reviewed and considered the information contained in

the Addendum with the Negative Declaration prior to approving the Addendum for the project.

2. Approve the revised project and delegate authority to the Director of Public Works or his designee to adopt the plans and specifications and advertise for bids at an estimated construction cost between \$2,900,000 and \$4,300,000 for the Lower Busch Tank Improvement project.
3. Delegate authority to the Director of Public Works or his designee to instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement with the Notice Inviting Bids when ready to advertise this project.
4. Find pursuant to State Public Contract Code, Section 3400 (c) (2), that it is necessary to specify designated items by specific brand name in order to match other products in use on a particular public improvement either completed or in the course of completion.
5. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
6. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Lower Busch Tank Improvement project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$2,900,000 and \$4,300,000 or that exceeds the estimated cost range by no more than 15 percent, if additional funds have been identified.
7. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (a) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (b) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (c) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under State Public Contract Code Section 20614; (d) accept the project upon its final completion; and (e) make required findings and release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the Addendum to the previously adopted Negative Declaration (ND) and allow Public Works to improve the Lower Busch Tank by replacing the current 300,000-gallon concrete tank with a 385,000-gallon steel tank (see Enclosure A). The project will also include improvements to overflow drainage, tank access, air ventilation, perimeter fencing, exterior lighting, and landscaping.

It is anticipated the work will start in the third quarter of 2026, if approved.

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 replacing and improving public infrastructure assets that support the quality of life of Los Angeles County residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$2,900,000 and \$4,300,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$7,900,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, construction engineering, inspection, contract administration, change order contingency, environmental compliance, and other County services.

Funding for this project is included in the Los Angeles County Waterworks District No. 29, Malibu, Accumulative Capital Outlay Fund (N33-Capital Assets-Infrastructure) Fiscal Year 2024-25 Budget. Funding for future years will be requested through the annual budget process.

The State of California Department of Water Resources will reimburse up to \$500,000 to the District from the Proposition 1 Integrated Regional Water Management Grant Program. Additionally, the United States Federal Emergency Management Agency (FEMA) will reimburse up to \$204,282.75 to the District from the Hazard Mitigation Grant Program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

State Public Contract Code Section 20124 allows the Los Angeles County Board of Supervisors to delegate approval of plans and specifications to the Director of Public Works or his designee on a project-by-project basis. Once plans are approved, Public Works will instruct the Executive Officer of the Board of Supervisors to advertise the project for bids in accordance with Section 20125 of the State Public Contract Code. It is anticipated that the project will advertise for bids within the next six months.

This project will be advertised in accordance with Section 20602 of the State Public Contract Code.

State Public Contract Code Section 3400 (c) (2) allows a product to be designated by a specific brand name for several purposes, one of which is to match other products in use on a particular public improvement, either completed or in the course of completion, if the awarding authority makes a finding to the same effect, and language is included in the Notice Inviting Bids.

A list of specific brand names and qualified purposes in accordance with the State Public Contract Code is provided in Enclosure B.

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

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

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

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

On July 11, 2000, the Board approved guidelines for the acceptance of grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a grant management statement for review before they carry out the activities covered under the grant.

In November 2020 the United States, acting by and through FEMA, awarded \$204,282.75 to the District to install a portable generator and appurtenances. FEMA agreed to cost share 75 percent of all approved budget period costs incurred, up to but not exceeding total federal funding of \$204,282.75.

ENVIRONMENTAL DOCUMENTATION

The 2005 ND (State Clearinghouse No. 2003081124) was prepared by the District and adopted by the Board on October 11, 2005. The previously adopted 2005 ND analyzed the environmental impacts of replacing the existing 300,000-gallon concrete tank with a 385,000-gallon steel tank. An Addendum to a ND shall be prepared to evaluate the environmental effects if only minor technical changes or additions are necessary or if none of the conditions described in Sections 15162 or 15163 of the State California Environmental Quality Act (CEQA) Guidelines calling for preparation of a subsequent ND or Supplemental ND, respectively, have occurred.

In accordance with State CEQA Guidelines Sections 15162 and 15164, the District developed the Addendum to the previously adopted ND to document proposed changes to the previously approved project, including increased capacity of the tank, location of the temporary tanks, new fencing, new tank mounted blower, and tree removal. After reviewing the proposed changes to the project, the District determined that there are no substantial changes proposed to the approved project or to the circumstances under which it will be undertaken, and there is no new information of substantial importance showing the project will have one or more significant effects that require the preparation of subsequent documentation under Section 15162 of the State CEQA Guidelines. The District concludes all impacts analyzed in the ND would still remain less than significant. Therefore, there are no changes that require further review under CEQA.

The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter, including the Addendum and the previously adopted ND can be viewed online at <https://pw.lacounty.gov/core-service-areas/water-resources/waterworks-districts/district-29/> or in person at Los Angeles County Public Works, Waterworks Division, 1000 South Fremont Avenue, Alhambra, CA 91803.

The required fee, if any, to the California Department of Fish and Wildlife, was paid for the previously adopted ND.

Upon your Board's approval of the project as revised, 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 Planning and Research in accordance with Section 21152 of the California Public Resources Code and will post the notice to the County's website in accordance with Section 21092.2.

CONTRACTING PROCESS

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the contract documents will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

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

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

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

Also, the contract solicitation will be advertised through web-based and social media platforms.

In addition, in order to increase opportunities for small businesses, Public Works will be offering preferences to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by strengthening water supply reliability, thereby, protecting the health and safety of existing customers.

The Honorable Board of Supervisors
May 6, 2025
Page 7

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:KF:hd

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors
Internal Services (Countywide Contract Compliance)

LOWER BUSCH TANK IMPROVEMENT
PROJECT ID NO. WWD2900018



PROJECT NAME: LOWER BUSCH TANK IMPROVEMENT**PROJECT ID NO.: WWD2900018****List of specific brand names in accordance with State Public Contract Code Section 3400:**

	Item/Category	Manufacturer	Model	Public Contract Code 3400 Justification*	Detailed Justification
1.	Altitude Valve	Cla-Val	210	2	Sole source required for consistency with existing equipment, replacement parts, and institutional knowledge regarding repairs and maintenance. Alternate products would negatively impact overall efficiency, system reliability, and operation and maintenance costs.
2.	Check Valve	Cla-Val	584	2	Sole source required for consistency with existing equipment, replacement parts, and institutional knowledge regarding repairs and maintenance. Alternate products would negatively impact overall efficiency, system reliability, and operation and maintenance costs.
3.	Roof Blower	Big Wave Water Technologies	Hurricane	2	Sole source required for consistency with existing equipment, replacement parts, and institutional knowledge regarding repairs and maintenance. Alternate products would negatively impact overall efficiency, system reliability, and operation and maintenance costs.
4.	Portable Generator	Hipower	HRJW-190 T4F	2	Sole source required for consistency with existing equipment, replacement parts, and institutional knowledge regarding repairs and maintenance. Alternate products would negatively impact overall efficiency, system reliability, and operation and maintenance costs.

*(1) In order that a field test or experiment may be made to determine the product's suitability for future use. (2) In order to match other products in use on a particular public improvement either completed or in the course of completion. (3) In order to obtain a necessary item that is only available from one source. (4) (a) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the Invitation for Bid or Request for Proposals; and (b) In order to respond to an emergency declared by the State, a State agency, or political subdivision of the State, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the Invitation for Bid or Request for Proposals.

BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025		
BOARD MEETING DATE	5/6/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works and Los Angeles County Development Authority		
SUBJECT	Award of Job Order Contract (JOC) System and related consulting service agreements for County Departments and the Los Angeles County Development Authority.		
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, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	The current contracts with The Gordian Group, Inc., and Cannon/Parkin, Inc., have an expiration date of May 17, 2025, and February 21, 2026, respectively; however, the contracts will expire upon completion of Phase 1 of the new contracts. The award of these contracts will continue the current services by the recommended contractor.		
COST & FUNDING	Total cost:	Funding source:	
	N/A		These agreements will be financed through the appropriate funds for capital, refurbishment, maintenance, and infrastructure projects.
	TERMS (if applicable): These agreements will be for a period of 5 years with two 1-year renewal options for maximum potential agreement terms of 7 years.		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works and the Los Angeles County Development Authority are seeking Board approval to execute consultant service agreements with The Gordian Group, Inc., and Facility Optimization Solutions, LLC, for JOC System and related consulting services.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The consultants will provide JOC construction cost estimation services, existing construction cost data, and existing systems that will be developed and customized further to meet the business and technical requirements that the contracting entities require for its JOC System.		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works notified over 34,000 subscribers of our "Do Business with Public Works" website using our weekly GovDelivery notification. Also, Public Works notified 1,637 Local Small Business Enterprises, 168 Disabled Veteran Business Enterprises, 173 Social Enterprises, 885 Community Business Enterprises, and 1,375 Community-Based Organizations.		
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 Priorities No. 4, Anti-Racism, Diversity, and Inclusion, and No. 7, Sustainability,		

	by investing in communities and creating public spaces and programs that are welcoming, accessible to clean air, soil and water, where all residents can easily build relationships, create social networks, feel connected and access opportunities.
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Luis Ramirez, Deputy Director, (626) 458-4008, cell (626) 434-5219, luramire@pw.lacounty.gov</p> <p>John Calas, Departmental Chief Information Officer II, (626) 458-4117, jcalas@pw.lacounty.gov</p>

P:\brcdpub\Service Contracts\CONTRACT\Jairo\JOC PROGRAM\2023 RFP\05 AWARD\BOARD LETTER\JOC - Cluster Fact Sheet.docx



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

May 6, 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 CONTRACTS
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF JOB ORDER CONTRACT SYSTEM AND RELATED CONSULTING
SERVICE AGREEMENTS FOR COUNTY DEPARTMENTS AND THE LOS ANGELES
COUNTY DEVELOPMENT AUTHORITY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Public Works and the Los Angeles County Development Authority are seeking Board approval to execute consultant service agreements with The Gordian Group, Inc., and Facility Optimization Solutions, LLC, to create a bench of consultants that will provide Job Order Contract Systems and related consulting services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended action is not a project pursuant to the California Environmental Quality Act.
2. Award and authorize the Director of Public Works or his designee to execute a consultant service agreement with The Gordian Group, Inc., and a consultant

service agreement with Facility Optimization Solutions, LLC, to provide a Job Order Contract System and related consulting services for the 5-year initial terms at a fixed rate of 2.1 percent of the dollar amount of each Job Order Contract project work order, following successful completion of Phase 1. The consultant service agreements will commence upon execution by Public Works with two optional 1-year renewal periods for maximum potential agreement terms of 7 years if all option years are exercised. These consultant service agreements will be subject to the additional extension provisions.

3. Authorize the Director of Public Works or his designee to terminate Public Works' current agreements with The Gordian Group, Inc., and CannonDesign Parkin Inc., upon completion of Phase 1.
4. Authorize the Director of Public Works or his designee to transfer work orders on projects issued under the previous consultant agreements with The Gordian Group, Inc., and CannonDesign Parkin Inc., until project completion.
5. Delegate authority to the Director of Public Works or his designee to extend the consultant service agreements for two optional 1-year renewal periods, if in the opinion of the Director of Public Works or his designee, The Gordian Group, Inc., and Facility Optimization Solutions, LLC, have successfully performed during the previous contract periods 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 consultant service agreements for convenience if it is in the best interest of the County to do so.
6. Delegate authority to the Director of Public Works or his designee to authorize additional services; to extend the agreements' expiration dates for both consultants on the Job Order Contract consulting services bench, as necessary, to complete those additional services when those additional services are: (1) previously unforeseen or are optional work under the agreements, (2) related to a previously assigned work order on a given project or assignment, or (3) are necessary for the completion of that given project or assignment; to execute amendments to the agreements to incorporate new Board policies and requirements; and to incorporate changes that may be required by law or contract with review and approval of all amendments as to form by County Counsel.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:

1. Find that the recommended action is not a project pursuant to the California Environmental Quality Act.
2. Award and authorize the Executive Director of the Los Angeles County Development Authority or his designee to execute a consultant service agreement with The Gordian Group, Inc., and a consultant service agreement with Facility Optimization Solutions, LLC, to provide a Job Order Contract System and related consulting services for the 5-year initial term at a fixed rate of 2.1 percent of the dollar amount of each Job Order Contract project work order, following successful completion of Phase 1. The consultant service agreements will commence upon execution by the Los Angeles County Development Authority with two optional 1-year renewal periods for maximum potential agreement terms of 7 years if all option years are exercised. These consultant service agreements will be subject to the additional extension provisions.
3. Authorize the Executive Director of the Los Angeles County Development Authority or his designee to terminate the Los Angeles County Development Authority's current agreements with The Gordian Group, Inc., and CannonDesign Parkin Inc., upon completion of Phase 1.
4. Authorize the Executive Director of the Los Angeles County Development Authority or his designee to transfer work orders on projects issued under the previous consultant agreements with The Gordian Group, Inc., and CannonDesign Parkin Inc., until project completion.
5. Delegate authority to the Executive Director of the Los Angeles County Development Authority or his designee to extend the consultant service agreements for two optional 1-year renewal periods, if in the opinion of the Executive Director or his designee, The Gordian Group, Inc., and Facility Optimization Solutions, LLC, have successfully performed during the previous contract periods 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 consultant service agreements for convenience if it is in the best interest of the Los Angeles County Development Authority to do so.

6. Delegate authority to the Executive Director of the Los Angeles County Development Authority or his designee to authorize additional services; to extend the agreements' expiration dates for both consultants on the Job Order Contract consulting services bench, as necessary, to complete those additional services when those additional services are: (1) previously unforeseen or are optional work under the agreements, (2) related to a previously assigned work order on a given project or assignment, or (3) are necessary for the completion of that given project or assignment; to execute amendments to the agreements to incorporate new Board policies and requirements; and to incorporate changes that may be required by law or contract with review and approval of all amendments as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award four consultant service agreements to provide a Job Order Contract (JOC) System and related consulting services. Both The Gordian Group, Inc. (Gordian) and Facility Optimization Solutions' (FOS) (FOS' solution is through Cannon) are currently in use by the County and the Los Angeles County Development Authority (LACDA) as their JOC solution and for their JOC Programs.

JOC is a competitively bid, flexible, and cost-effective unit price contracting method used by contracting entities to efficiently deliver a wide variety of projects, including repair, remodeling, refurbishing, and maintenance of facilities and infrastructures without expensive plans and specifications. The management and implementation of the JOC Program is enhanced through the use of specialized consultant services, which includes, conducting market research, to determine local prevailing costs for construction, equipment, materials, and labor for vertical construction, horizontal construction, general work, and demolition; preparing and updating detailed unit price books that include unit prices and technical specifications; maintaining project controls and estimating software; and providing technical support, as needed.

The award of agreements to Gordian and FOS will create a bench of consultants for the implementation and continuation of the County's and LACDA's JOC Programs and for related JOC consulting services while maximizing competition and helping to create a competitive market for JOC systems and consulting services to be used Countywide in the future. Four agreements will be awarded, two to Gordian and two to FOS, for use by the County and LACDA. The award of these agreements does not guarantee any minimum amount of JOC work or business for these services to any consultant.

The consultants will provide a JOC software system and technical support, existing construction cost data, and existing systems that will be configured further to meet the County's and LACDA's business and technical requirements. Public Works, as the lead County Department, will provide guidance for configuring and implementing a JOC system that meets the performance requirements specified in the contracts. Given that these are existing solutions in use by the County and LACDA, Phase 1 is expected to be brief. After final acceptance of Phase 1, the term for Phase 2 work will be initiated for total contract terms of 5 years with two optional 1-year renewal periods. Access for the contracting entities is provided pursuant to a software as a service (SaaS) license by Gordian and FOS. There is no cost for Gordian and FOS to provide Phase 1 implementation work, given the County and LACDA are already using the existing systems and the services are included in the overall 2.1 percent fixed rate.

With respect to the fixed rate of 2.1 percent for the first 5 years, the County secured this low rate comparable to other public agencies with recent contracts from Gordian, with similar volumes of construction work. The same rate of 2.1 percent will be applicable to the two optional 1-year renewal periods, if exercised by the County. FOS also agreed to provide the same 2.1 percent rate as Gordian did for the life of the contract.

Approval of the recommended actions will authorize Public Works and LACDA to issue a notice to proceed with Gordian and FOS, for Phase 1 work, and following a brief period to confirm final acceptance for Phase 1 work.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal F, Community Connections, Strategy i, Engagement, by investing in our communities and creating public spaces and programs that are welcoming, accessible, and where all residents can easily build relationships, create social networks, feel connected and can access opportunities.

FISCAL IMPACT/FINANCING

The consultant service agreements with Gordian and FOS are for a fixed rate of 2.1 percent of the dollar amount of each JOC project work order for the 5-year initial terms, following successful completion of Phase 1. During the two optional 1-year renewal periods, if exercised by the County, the same rate of 2.1 percent will apply.

These agreements will be financed through the appropriate funds for capital, refurbishment, maintenance, and infrastructure projects prior to authorizing the work.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contracts as to form, which are substantially similar to the enclosed draft agreements (Enclosures 1 and 2). The consultant service agreements were competitively procured and contain required terms and conditions in compliance with the Board's and Chief Executive Office's requirements. The agreements also contain information technology (IT) provisions; carry service level requirements for all JOC Systems; and have appropriate user or subscription licenses, data ownership provisions, and standard indemnity and insurance requirements required by the County. For LACDA agreements, depending on the source of funding, the agreements will require compliance with Section 3 of the Housing and Community Development Act of 1968. Finally, all agreements were revised to include recent new Board policy provisions for Compliance with the County Policy of Equity, Default Method of Payment: Direct Deposit or Electronic Funds Transfer, and Compliance with Fair Chance Employment Practices.

Where services for a given project have been authorized in writing by the County but are not completed by the contractors prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such work order for the applicable JOC.

The consultants were selected following a competitive solicitation upon final analysis and consideration without regard to race, creed, gender, or color. Enclosure 3 reflects the consultants' minority participation and Community Business Enterprise program information.

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

The current contracts with Gordian and Cannon/Parkin Inc., have a final expiration date of May 17, 2025, and February 21, 2026, respectively; however, the contracts will expire upon completion of Phase 1. The award of these contracts will continue the current services by the recommended contractors.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.34(a)(3), this action is exempt from the National Environmental Policy Act (NEPA) because it involves administrative actions of government. JOC construction activities are generally categorically excluded from NEPA pursuant to 24 CFR 58.35 (a)(3)(i), (ii), and (iii). NEPA review and clearance will be completed for each JOC project prior to approval of specific work orders.

The recommended actions are not a project pursuant to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action to provide JOC consulting services to assist Public Works, other County departments, and LACDA in administering its JOC Program is an administrative activity of government, which will not result in direct or indirect changes to the environment.

The Board's approval of the JOC Systems does not include approval of work done pursuant to specific work orders. The implementation of each work order under the JOCs shall be subject to prior determination and documentation that the work is categorically exempt from CEQA. In the event the work is not exempt, the Board will be requested to approve the appropriate environmental finding and any applicable documentation pursuant to CEQA prior to implementation of work orders under the JOCs.

CONTRACTING PROCESS

On March 7, 2024, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure 4), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *The Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1,637 Local Small Business Enterprises, 168 Disabled Veteran Business Enterprises, 173 Social Enterprises, 885 Community Business Enterprises, 1,375 Community-Based Organizations, 34 independent contractors, various business development centers, and municipalities about this business opportunity. Additionally, the Department of Economic Opportunity conducted a focused outreach and informed 219 related businesses about this opportunity.

On May 20, 2024, two proposals were received. The proposals and oral presentations were evaluated by an evaluation committee consisting of staff from Public Works, the Department of Parks and Recreation, Internal Services Department, and LACDA. The evaluation was based on criteria described in the RFP, which included the price, technical expertise, proposed work plan, experience, personnel qualifications, and understanding of the work requirements.

The evaluations were completed without regard to race, creed, color, or gender and in accordance with the informed averaging methodology. Based on the evaluation of the proposals, the following firms were selected for negotiations: Gordian and FOS. The selected firms were determined to meet the minimum requirements of the RFP and are qualified to provide the required services. Public Works has determined that Gordian and FOS proposed rates for performing the services are reasonable.

Public Works has evaluated and determined that the County of Los Angeles Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreements. These consultant service agreements are exempt from the requirements of Proposition A because the services are highly technical in nature.

The consultant's minority participation and utilization and the Community Business Enterprises participation data is included in Enclosure 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended JOC consultant service agreements. The JOC consultant service agreements will provide JOC consulting services to assist County departments and LACDA in administering their JOC Programs to support various County projects in an efficient manner, enhancing the delivery of contracting entities projects.

The Honorable Board of Supervisors
May 6, 2025
Page 9

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division, and one copy to the Los Angeles County Development Authority.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

EMILIO SALAS
Executive Director
Los Angeles County Development Authority

Reviewed by:

PETER LOO
Chief Information Officer

MP:SK:ao

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors
Internal Services (Contracts Division w/o enc.)
Parks and Recreation
Los Angeles County Development Authority

April 16, 2025

**CONSTRUCTION-RELATED CONTRACTS
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF JOB ORDER CONTRACT SYSTEM AND RELATED CONSULTING
SERVICE AGREEMENTS FOR COUNTY DEPARTMENTS AND THE LOS ANGELES
COUNTY DEVELOPMENT AUTHORITY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

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

[Item 2F - PW - Job Order Contract System.pdf](#)

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025	
BOARD MEETING DATE	5/6/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Acquisition of Maintenance Equipment	
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, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$ 8,741,000	Funding source: Financing for Items 1 through 11 is included in the Fiscal Year (FY) Internal Service Fund (B04 - Capital Assets Equipment) Budget, which will be reimbursed by Flood Control District Fund (B07 - Other Financing Uses). Financing for Items 12 through 14 is included in the FY 2024-25 Internal Service Fund (B04 - Capital Assets - Equipment) Budget, which will be reimbursed by Consolidated Sewer Maintenance District Accumulative Capital Outlay Fund (J14 – Other Financing Uses).
	TERMS (if applicable): N/A	
	Explanation: These funds will be used to purchase maintenance equipment that will be used to perform specialized services, including stormwater infrastructure maintenance, road maintenance, sewer maintenance services, highway and street striping, street signal maintenance, and emergency response activities.	
PURPOSE OF REQUEST	To seek Board approval for Internal Services Department to purchase maintenance equipment items for Public Works.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On October 16, 2001, the Board adopted a policy whereby County departments must obtain Board approval to purchase equipment with a unit cost of \$250,000 or greater.	

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: These recommendations support Board Priority 7, Sustainability. The recommended actions replace older, less-efficient vehicles, older equipment with modern equipment, and some powered by alternative fuels.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Cid Tesoro, Deputy Director, (626) 458-4016, Cell (626) 672-7436, ctesoro@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:

May 6, 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:

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

SUBJECT

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

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed action is not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve and authorize the Director of Internal Services, as the County's purchasing agent, to purchase 14 maintenance equipment items, each with a unit cost that may exceed \$250,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the purchase of maintenance equipment items to enable Public Works to replace equipment that has passed its useful life and continue to provide critical maintenance services to County residents in an

efficient manner. The equipment includes heavy-duty trucks and off-road equipment items that are essential to support Public Works' operations and will be used to perform specialized services, including stormwater infrastructure maintenance, road maintenance, sewer maintenance services, highway and street striping, street signal maintenance, and emergency response activities. Public Works is requesting the Board to approve Internal Services Department, as the County's purchasing agent, to proceed with the purchase of 14 equipment items, each with a unit cost that may exceed \$250,000 in accordance with the approved policy.

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

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health and Strategy ii, Green Economy, by promoting alternative fuel vehicles.

FISCAL IMPACT/FINANCING

The total cost of the purchases is estimated to be \$8,741,000 as detailed in the enclosed table.

Financing for Items 1 through 11 is included in the Fiscal Year (FY) 2024-25 Internal Service Fund (B04 - Capital Assets - Equipment) Budget, which will be reimbursed by Flood Control District Fund (B07 - Other Financing Uses). Financing for Items 12 through 14 is included in the FY 2024-25 Internal Service Fund (B04 - Capital Assets - Equipment) Budget, which will be reimbursed by Consolidated Sewer Maintenance District Accumulative Capital Outlay Fund (J14 – Other Financing Uses).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

ENVIRONMENTAL DOCUMENTATION

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

Guidelines. This proposed action to set CEQA significant thresholds is an organizational or administrative activity of government, which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:RLS:sh

Enclosure

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

PUBLIC WORKS
FISCAL YEAR 2024-25 EQUIPMENT PURCHASES
THAT MAY EXCEED \$250,000

[illegible]

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025	
BOARD MEETING DATE	5/6/2025	
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	Increase Annual Funding for Continued Operations at the Antelope Valley Environmental Collection Center	
PROGRAM	Household Hazardous/Electronic Waste 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 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 budget increase is necessary to continue operations at the center without significantly reducing the number of collection events offered per fiscal year.	
COST & FUNDING	Total cost: \$326,025 (\$283,500 per year, with a 15 percent contingency)	Funding source: Funding for the County's obligation is included in the Solid Waste Management Fund (GD1, Services & Supplies) Fiscal Year 2024-25.
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	The purpose of this request is to increase annual funding for the continued operation of the environmental collection center at the Antelope Valley Environmental Collection Center.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The center provides residents with the opportunity for a safe, efficient, and convenient method of disposal of household hazardous and electronic waste. Additional funding is needed due to increased labor and disposal costs charged by Clean Harbors, the subcontractor that handles the waste collected at Antelope Valley Environmental Collection Center events. The annual cost for the County beginning in Fiscal Year 2024-25 is estimated to be \$283,500, an increase of approximately 35 percent.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability by providing a safe and convenient way for County residents to dispose of HHW/E-Waste and prevent illegal dumping.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Cid Tesoro, Deputy Director, (626) 458-4016, Cell (626) 672-7436, ctesoro@pw.lacounty.gov	

EKT:ak

P:\SEC\EP58BL\AVECC2025 CLUSTER FACT SHEET



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

May 6, 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:

**ENVIRONMENTAL SERVICES CORE SERVICE AREA
INCREASE ANNUAL FUNDING FOR CONTINUED OPERATIONS
AT THE ANTELOPE VALLEY ENVIRONMENTAL COLLECTION CENTER
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to increase annual funding for continued operations at the environmental collection center at the Antelope Valley Environmental Collection Center in the City of Palmdale.

IT IS RECOMMENDED THAT THE BOARD:

1. Acting as a responsible agency for the Antelope Valley Environmental Collection Center, determine that the recommended actions are within the approved Agreement for the operation of the Antelope Valley Environmental Collection Center Board letter dated July 16, 2013.
2. Approve the increase to the annual funding for the continued operation of the environmental collection center at the Antelope Valley Environmental Collection Center from \$210,000 per year to \$283,500 per year, with a 15 percent contingency, for a maximum total of \$326,025, commencing Fiscal Year 2024-25.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that they are not subject to the California Environmental Quality Act (CEQA) or, in the alternative, that they are exempt and allow Public Works to increase the annual funding for the continued operation of the environmental collection center at the Antelope Valley Environmental Collection Center (AVECC) in the City of Palmdale. Additional funding is needed because the County's projected annual jurisdictional share to operate the facility will exceed \$210,000 in Fiscal Year (FY) 2024-25 and subsequent years. The increased costs are due to higher labor and disposal costs associated with collecting, managing, and disposing of the waste collected at the AVECC facility. The County's portion of annual operational costs beginning in FY 2024-25 is estimated to be \$283,500.

The proposed funding increase is necessary to maintain the current level of service without a reduction of operating hours to meet demand and provide County residents with a convenient method to properly dispose of household hazardous waste (HHW) and electronic waste (E-Waste).

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by providing a safe and convenient way for County residents to dispose of HHW/E-Waste, and prevent illegal dumping. The recommended actions improve the environmental and social well-being of our communities by safely managing HHW/E-Waste while maximizing and leveraging resources.

FISCAL IMPACT/FINANCING

There will be no impact on the County General Fund.

The recommended actions will increase funding for the continued operation of the AVECC facility from \$210,000 to \$283,500 per year, with a 15 percent contingency, for a maximum total of \$326,025. Funding for the County's obligation is included in the Solid Waste Management Fund (GD1-Services and Supplies) FY 2024-25 Budget. Funds to finance the services for future years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Countywide HHW Management Program was established in 1988 and is administered by Public Works. The purpose of the program is to prevent the illegal dumping and improper disposal of residential HHW/E-Waste at municipal solid waste landfills. The program conducts weekly temporary collection events throughout the County of Los Angeles to provide a free and convenient means for County residents to dispose of their HHW/E-Waste. Hazardous waste that is improperly managed poses a serious threat to human health and the environment.

On July 16, 2013, the County entered into an agreement with the City of Palmdale, the City of Lancaster, and the Antelope Valley Recycling and Disposal Facility, Inc. (Waste Management) for the operation of the AVECC facility in the City of Palmdale permanently. Under the agreement, the County and Waste Management are each responsible for providing an annual contribution of up to \$210,000 to fund the operation and maintenance of the facility.

Beginning in FY 2024-25, the projected annual cost to operate the AVECC facility will exceed the current funding limit due to increased labor and disposal costs charged by Clean Harbors, the subcontractor that handles the waste collected at AVECC collection events. The annual cost for the County is estimated to be \$283,500, an increase of approximately 35 percent, the first-rate adjustment marking the first rate increase since 2013.

Waste Management has agreed to pay its share of the increased costs for the continued operation and maintenance of the AVECC facility.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are either not subject to CEQA because they are activities excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378, Subdivision (b) of the State CEQA Guidelines (Guidelines) or, in the alternative, are exempt pursuant to Section 15301, Subdivision (b)(3) of the Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The recommendations, to increase the annual funding for the continued operation of an existing facility with no expansion in use are within a class of projects that have been determined not to have a significant effect on the environment. In addition, based on the record, the proposed actions 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

The Honorable Board of Supervisors
May 6, 2025
Page 4

section 65962.5, or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Register-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects through the continued operation of the center. The approval of the funding increase will allow service at the center to continue without interruption and prevent HHW/E-Waste from being disposed of in landfills or illegally dumped.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Environmental Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:EKT:ak

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025	
BOARD MEETING DATE	5/6/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Public Works is seeking Board approval to extend the term of five Proposition A service contracts for graffiti removal services within all County Supervisorial Districts.	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The existing contractors have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner. Under these amendments, they will continue to provide uninterrupted graffiti removal services for up to 12 months while Public Works completes the solicitation process to award new contracts.	
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	Failure to execute this contract may result in a lapse of graffiti removal services in Supervisorial District 5 and in areas throughout the Flood Control District. Approval of this Board action will continue to provide uninterrupted graffiti removal services for up to 12 months.	
COST & FUNDING	Total cost: \$2,303,513	Funding source: Funding for these services is included in the Public Works General Fund, Road Fund, Internal Services Fund, and Special Road District No. 5 Fund Fiscal Year 2025-26 budgets.
	TERMS (if applicable): This action will extend the existing contracts for a period of 12 months on a month-to-month basis.	
	Explanation: N/A	
PURPOSE OF REQUEST	The purpose of the recommended actions is to extend the term of each graffiti removal services contract on a month-to-month basis for up to 12 months, effective July 1, 2025.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On July 14, 2020, the Board approved Contract Nos. 79083 and 79086 with Woods Maintenance Services, Inc., dba Graffiti Control Systems, and Contract Nos. 79084, 79085, and 79087 with Urban Graffiti Enterprises, Inc., for graffiti removal services. The contracts were for an initial 1-year period with three 1-year renewal options and month-to-month extensions up to 6 months for maximum potential total contract terms of 54 months and maximum potential contract sums of \$579,091 for the East Area Flood Control Facilities, \$1,143,391 for the West Area Flood Control Facilities, \$1,143,450 for	

	<p>the South Area Flood Control Facilities, \$451,440 for Supervisorial District 5 South, and \$638,550 for Supervisorial District 5 North.</p> <p>On February 12, 2024, a notice of the Request for Proposals (RFP) was released to solicit replacement contracts. On April 8, 2024, four proposals were received for the East Area Flood Control Facilities, West Area Flood Control Facilities, and South Area Flood Control Facilities; three proposals were received for Supervisorial District 5 South; and two proposals were received for Supervisorial District 5 North. One of the proposals was disqualified for failure to meet the minimum requirements of the RFP. Proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, demonstrated controls over labor/payroll record keeping, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the highest rated, lowest cost, responsive, and responsible proposers, Woods Maintenance Services, Inc., dba Graffiti Control Systems, a Local Small Business Enterprise and Urban Graffiti Enterprises, Inc.</p> <p>On August 1, 2024, Public Works submitted an advance notification to advise the Board of Public Works' intent to negotiate and file sole source amendments to the above-mentioned graffiti removal services agreements (Enclosure A). The purpose is to extend these existing agreements on a month-to-month basis up to 12 months, beyond the current term of each contract, to provide additional time for Public Works to complete the solicitation for replacement services.</p> <p>On October 28, 2024, Urban Graffiti Enterprises, Inc., submitted a proposed contractor selection review request for each of the results, and Public Works is addressing these protests.</p> <p>These recommended sole source amendments will continue the contracts' current requirements, specifications, and conditions. The Director of Public Works will execute sole source amendments in accordance with the Board's authorization and only upon approval as to form by County Counsel and execution by the contractors.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority 7, Sustainability, by supporting and investing in innovative practices, crime prevention resources, and infrastructure to provide protection and security thereby helping to make County communities healthier, more livable, and economically stronger.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Art Vander Vis, Assistant Director, (626) 458-4015, cell (626) 485-1864 avander@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

May 6, 2025

IN REPLY PLEASE
REFER TO FILE:

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

DRAFT

Dear Supervisors:

**SERVICE CONTRACT
MUNICIPAL SERVICES CORE SERVICE AREA
SOLE SOURCE AMENDMENTS FOR GRAFFITI REMOVAL SERVICES
IN SUPERVISORIAL DISTRICT 5 AND FLOOD CONTROL FACILITIES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to extend the term of five Proposition A service contracts for graffiti removal services within all County Supervisorial Districts.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter.
2. Approve sole source amendments to Contract Nos. 79083 and 79086 with Woods Maintenance Services, Inc., dba Graffiti Control Systems, for the East Area Flood Control Facilities and West Area Flood Control Facilities, and Contract Nos. 79084, 79085, and 79087 with Urban Graffiti Enterprises, Inc., for the South Area Flood Control Facilities, Supervisorial District 5 North, and Supervisorial District 5 South for graffiti removal services to extend these contracts on a month-to-month basis for up to 12 months with an annual amount of \$146,088 for East Area Flood Control Facilities, \$254,004 for West Area Flood Control Facilities, \$253,473 for South Area

Flood Control Facilities, \$134,503 for Supervisorial District 5 North, and \$95,054 for Supervisorial District 5 South while Public Works completes the solicitation process for replacement contracts.

3. Delegate authority to the Director of Public Works or his designee to execute the respective sole source amendments upon proper execution by the contractors and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to extend the term of each graffiti removal services contract on a month-to-month basis for up to 12 months, starting July 1, 2025. These contracts are utilized for the removal of graffiti on various surfaces by using chemical solvents, pressure washing, painting, and performing paint-out projects to reduce graffiti in the area. The extension of these contracts is necessary to ensure the continuation of graffiti removal services within the unincorporated County areas in all Supervisorial Districts.

Under these amendments, the existing contractors will continue to provide uninterrupted graffiti removal services for up to 12 months while Public Works completes the solicitation process to award new contracts. The extension will provide Public Works sufficient time to address various protests filed by a proposer in response to the solicitation's results.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal C, Public Safety, Strategy i, Prevention, Protection and Security, by supporting and investing in innovative practices, crime prevention resources, and infrastructure to provide protection and security by contracting with the contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The extension will be for a period up to 12 months, and the annual contracts' sums for each contract is \$146,088 for East Area Flood Control Facilities, \$254,004 for West Area Flood Control Facilities, \$253,473 for South Area Flood Control Facilities, \$134,503 for Supervisorial District 5 North, and \$95,054 for Supervisorial District 5 South.

Funding for these services will be included in the Public Works General Fund (A01 – Services and Supplies), Road Fund (B03 – Services and Supplies), Internal Service Fund (B04 – Services and Supplies), and Special Road District 5 Fund (CP5 – Services and Supplies) Fiscal Year 2025-26 budgets. The Internal Service Fund will be reimbursed by the Flood Control District Fund for expenditures associated with Flood Control District Facilities. When the need arises for services under these contracts, financing the required services will be from the appropriate funding source. Total annual expenditures for these services, however, will not exceed the annual contracts' amounts approved by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 14, 2020, the Board approved Contract Nos. 79083 and 79086 with Woods Maintenance Services, Inc., dba Graffiti Control Systems, and Contract Nos. 79084, 79085, and 79087 with Urban Graffiti Enterprises, Inc., for graffiti removal services. The contracts were for an initial 1-year period with three 1-year renewal options and month-to-month extensions up to 6 months for maximum potential total contract terms of 54 months and maximum potential contract sums of \$579,091 for the East Area Flood Control Facilities, \$1,143,391 for the West Area Flood Control Facilities, \$1,143,450 for the South Area Flood Control Facilities, \$638,550 for Supervisorial District 5 North, and \$451,440 for Supervisorial District 5 South.

On February 12, 2024, a notice of the Request for Proposals (RFP) was released to solicit replacement contracts. On April 8, 2024, four proposals were received for the East Area Flood Control Facilities, West Area Flood Control Facilities, and South Area Flood Control Facilities; three proposals were received for Supervisorial District 5 South; and two proposals were received for Supervisorial District 5 North. One of the proposals was disqualified for failure to meet the minimum requirements of the RFP. Proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, demonstrated controls over labor/payroll record keeping, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the highest rated, lowest cost, responsive, and responsible proposers, Woods Maintenance Services, Inc., dba Graffiti Control Systems, a Local Small Business Enterprise, and Urban Graffiti Enterprises, Inc.

On August 1, 2024, Public Works submitted an advance notification to advise the Board of Public Works' intent to negotiate and file sole source amendments to the above-mentioned graffiti removal services agreements (Enclosure A). The purpose is to extend these existing agreements on a month-to-month basis up to 12 months, beyond the current term of each contract, to provide additional time for Public Works to complete the solicitation for replacement services.

On October 28, 2024, Urban Graffiti Enterprises, Inc., submitted a proposed contractor selection review request for each of the results, and Public Works is addressing these protests.

These recommended sole source amendments will continue the contracts' current requirements, specifications, and conditions. The Director of Public Works will execute sole source amendments in accordance with the Board's authorization and only upon approval as to form by County Counsel and execution by the contractors.

The contractors have agreed to continue to pay their full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within the class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301, subsection (c), of the California Environmental Quality Act guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the sole source amendments will continue the current contracts' services to provide uninterrupted graffiti removal services in Los Angeles County unincorporated communities.

DRAFT

The Honorable Board of Supervisors
May 6, 2025
Page 5

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Land Development Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:CB:la

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors
Internal Services Department (Contracts Division)



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: **BRC-1**

August 1, 2024

TO: Each Supervisor

FROM: Mark Pestrella, PE 
Director of Public Works

ADVANCE NOTIFICATION - INTENT TO FILE A SOLE SOURCE AMENDMENT TO VARIOUS GRAFFITI REMOVAL SERVICE AGREEMENTS

Board Policy 5.100 requires advance notification of a department's intent to enter into sole source negotiations for extension of a Board-approved agreement at least 6 months prior to the agreement expiration date. This memorandum is to advise the Board of Public Works' intent to negotiate and file sole source amendments to various graffiti removal services agreements, as shown in the table below. The purpose is to extend these existing agreements on a month-to-month basis up to 12 months, beyond the current term of each contract, to provide additional time for Public Works to complete the solicitation for replacement services.

Currently, we are in the final stages of the evaluation of the solicitation, and we may be able to award these contracts prior to their expiration dates. However, Public Works is providing this advance notice in an effort to be prepared, in the event of any unforeseen delays, such as negotiation failure or a protest.

If Public Works is successful in finalizing the award process before the contract expiration date of January 31, 2025, the extension process will be stopped. The extensions will be on a month-to-month basis for up to 12 months beginning February 1, 2025.

Contract No./Description	Contractor Name	Expiration Date
79083/Graffiti Removal Services at East Area Flood Control Facilities	Woods Maintenance Services, Inc.	01/31/2025
79084/Graffiti Removal Services District 5 South	Urban Graffiti Enterprises, Inc.	01/31/2025
79085/Graffiti Removal Services District 5 North	Urban Graffiti Enterprises, Inc.	01/31/2025
79086/Graffiti Removal Service at West Area Flood Control Facilities	Woods Maintenance Services, Inc.	01/31/2025
79087/Graffiti Removal Service at South Area Flood Control Facilities	Urban Graffiti Enterprises, Inc.	01/31/2025

There will be no impact to the County General Fund.

Background

On July 14, 2020, Public Works entered into agreements for graffiti removal services with the contractors and for the contracts listed on the table above. The term of each contract is 1 year with three 1-year renewal options and a month-to-month extension up to 6 months. On June 26, 2024, in accordance with the contracts' terms and conditions, an extension letter was sent to the contractors notifying each contractor that their contract was being extended on a month-to-month basis for up to 6 months, starting on August 1, 2024.

The contractors have continued to provide services for the third and final option year of the 4-year contract; however, these contracts' last terms are scheduled to expire on January 31, 2025.

Justification for Sole Source Amendment

These amendments to extend the term of the contracts are required to continue providing uninterrupted graffiti removal services while Public Works completes the solicitation of replacement contracts. The terms and conditions of these contracts will remain the same, unless otherwise stated to reflect any changes to the State, Federal, or County policies.

The Sole Source Checklist is attached.

Each Supervisor
August 1, 2024
Page 3

Should they be needed, Public Works will work with County Counsel to prepare the amendments for contracts with the two applicable contractors, Urban Graffiti Enterprises, Inc., and Woods Maintenance Services, Inc.

If you have any questions or need additional information, please contact me or your staff may contact Deputy Director Luis Ramirez at (626) 458-4008 or luramire@pw.lacounty.gov.

JF:dr

C:\Documents\BrdMemo-Graffiti Removal Srvs

Attach.

cc: Chief Executive Office (Chia-Ann Yen, Christine Frias)
County Counsel
Executive Office

SOLE SOURCE CHECKLIST

Department Name: Public Works

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

07/14/2020

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

Christine Frias

Chief Executive Office

7/15/2024

Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025	
BOARD MEETING DATE	5/6/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Award a contract to LCPtracker, Inc., for Local and Targeted Worker Hiring Program (LTWHP) and Community Workforce Agreement (CWA) monitoring system and related services.	
PROGRAM	Local and Targeted Worker Hiring 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: N/A	
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 will be extended for a maximum of 2 years with a final expiration date of May 27, 2027; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.	
COST & FUNDING	Total cost: \$1,311,703.20	Funding source: Total annual expenditures will not exceed the program amount approved by the Board. Sufficient funding is available in the Internal Service Fund (B04) – Capital Project Management Program (Services and Supplies and Other Charges) Fiscal Year 2024-25 Budget. Funds to finance the contract's remaining years will be requested through the annual budget process.
	TERMS (if applicable): This contract will be for a maximum term of 10 years, which includes a 5-year initial term with five optional 1-year extensions.	
	Explanation: The maximum contract sum is \$1,290,913.20. The amount to extend the current agreement for up to two additional years will be in the amount of \$20,790.	
PURPOSE OF REQUEST	The purpose of the recommended actions is to award a service contract to provide software-as-a-service, LTWHP, and CWA monitoring system and related services, and to extend the existing contract so functionality remains available to the County while the replacement module is being implemented on behalf of Los Angeles County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Public Works currently monitors the use of LTWHP, Local Small Business Enterprises, Disabled Veteran Business Enterprises, and Social Enterprises utilization using LCPtracker, and intends to begin monitoring CWA compliance for construction contracts and Community Business Enterprises utilization. The award of this contract to LCPtracker will allow Public Works and various County departments to effectively capture, monitor, and evaluate adherence to LTWHP and business utilization goals of County contracts and construction contracts.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works notified over 34,000 subscribers of our "Do Business with Public Works" website. Public Works also informed 1,555 Local Small Business Enterprises, 167 Social Enterprises, 161 Disabled Veteran Business Enterprises, 1,034 Community Business Enterprises registered with the Department of Economic Opportunity, and 1,385 Community-Based Organizations; and advertised in regional and small	

	newspapers in each supervisorial district. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This agenda item supports Board Priority No. 8, Anti-Racism, Diversity, and Inclusion, by tracking the success of the LTWHP and Local Small Business Enterprise/Disabled Veteran Business Enterprise/Community Business Enterprise/Social Enterprise programs and compliance with the CWA.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Ramirez, Deputy, Director, (626) 458-4008, cell (626) 434-5219, luramire@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

May 6, 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:

**SERVICE CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF CONTRACT WITH LCPTRACKER, INC.
LOCAL AND TARGETED WORKER HIRING PROGRAM AND COMMUNITY
WORKFORCE AGREEMENT MONITORING SYSTEM AND RELATED SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Public Works is seeking Board approval to award a service contract to provide software-as-a-service, Local and Targeted Worker Hiring Program, and Community Workforce Agreement monitoring system and related services, and to extend the existing contract so functionality remains available to the County while the replacement module is being implemented on behalf of Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed work is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter.

2. Award and delegate authority to the Director of Public Works or his designee to execute a contract with LCPtracker, Inc. The firm will provide a specialized Local and Targeted Worker Hiring Program and Community Workforce Agreement monitoring system and related services for a not-to-exceed contract amount of \$1,290,913.20 for the entire 5-year term plus five 1-year extension options if exercised, for a total possible contract term of 10 years. This not-to-exceed contract amount includes \$116,741 annual subscription fees for up to 10 years, \$6,500 for training, and \$117,000 in pool dollars for additional related services or optional work. The contract will be subject to the additional extension provisions specified below.
3. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract expiration date as necessary to complete those services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given project, and (3) are necessary for the completion of that given project.
4. Delegate authority to the Director of Public Works or his designee to use the designated pool dollars of \$117,000, as needed, for additional related services or optional work.
5. Delegate authority to the Director of Public Works or his designee to administer the agreement and, at the discretion of the Director of Public Works or his designee, to exercise the options extending the agreement for the five 1-year extension options based upon project demands and the level of satisfaction with the services provided with no change to the initial not-to-exceed program amount, and to suspend/terminate the agreement for convenience, if necessary and appropriate to do so at the discretion of the Director of Public Works or his designee.
6. Delegate authority to the Director of Public Works or his designee to extend the current Agreement PW15386 with LCPtracker, Inc., for the continued provision of Module 2, Business Utilization Tracking software, for up to 2 years for \$20,790, so the County may continue to use this functionality until the new Module 2 software is successfully implemented through the new agreement with LCPtracker, Inc.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions will find that the award of a service contract to LCPtracker, Inc., is exempt from the California Environmental Quality Act (CEQA), and award and delegate authority to Public Works to execute a service contract with LCPtracker to provide Local and Targeted Worker Hiring Program (LTWHP) and Community Workforce Agreement (CWA) compliance monitoring for construction contracts, and of tracking the business utilization for active County contracts.

To support hiring of local and targeted workers, the Board approved the updated LTWHP on June 11, 2019, which applies to all Board-awarded County construction and development projects. Project budget determines best effort or mandatory level compliance to the LTWHP. Both levels have a local worker hiring goal of at least 30 percent of California construction labor hours. In addition, the mandatory level has a targeted worker hiring goal of at least 10 percent of California construction labor hours.

On June 7, 2023, the Board approved a Countywide CWA for various projects to further support and ensure the hiring of local and targeted workers and encouraging participation in the proposed projects by local small businesses, disabled veteran-owned businesses, and social enterprises. The CWA requires robust labor compliance monitoring of the covered projects, including apprentice hours.

The proposed contract with LCPtracker will provide two modules for the LTWHP and CWA compliance monitoring for construction contracts (Module 1) and tracking the business utilization for active County contracts (Module 2). This work includes, but is not limited to, implementing, conducting training, and maintaining and supporting a web-based system in support of these County programs. Furthermore, LCPtracker has the capability of providing compliance monitoring for prime contractors and subcontractors and both modules can generate custom and ad hoc reports.

The award of this contract to LCPtracker will allow Public Works and various County departments, such as the Internal Services Department and the Department of Parks and Recreation, to effectively capture, monitor, and evaluate adherence to LTWHP and business utilization goals of County contracts and construction contracts.

As part of this new contract, LCPtracker is implementing new software for Module 2, and Public Works will need time to implement the new software, train staff, and migrate existing data into the new software for business utilization tracking. Implementation is anticipated to be completed in 12 to 18 months to ensure no interruption of services and

the continued generation of necessary reports related to Module 2. Public Works will need to extend the current LCPtracker contract for up to an additional 2-year period.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal B, Diverse and Inclusive Workforce, Strategy ii, Fairness and Equity, by improving the economic and social well-being of our communities while maximizing and leveraging resources.

FISCAL IMPACT/FINANCING

The total cost of the system will be for a total contract amount of \$1,290,913.20 over a 5-year period with five optional 1-year extensions. The total contract amount includes an additional 10 percent using pool dollars for related additional or optional services. It is expected that the initial 5-year term of the agreement will start during Fiscal Year 2024-25. The amendment to extend the current agreement for up to two additional years will be in the amount of \$20,790.

Total annual expenditures will not exceed the program amount approved by the Board. Sufficient funding is available in the Internal Service Fund (B04) – Capital Project Management Program (Services and Supplies and Other Charges) Fiscal Year 2024-25 Budget. Funds to finance the contract's remaining years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed contract contains terms and conditions in compliance with the Chief Executive Officer's and the Board's requirements.

The term of the contract shall commence on the date of the full execution of the contract and shall extend for a period of 5 years from such commencement date, plus five 1-year extension options, for a maximum contract term of 10 years. The expiration of the contract is subject to the following condition: where services for a given project have been authorized in writing by the County but are not completed by the consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

The Chief Information Office (CIO) has reviewed this request and recommends approval. The CIO Analysis is enclosed (Enclosure A). County Counsel has reviewed and approved the proposed contract as to form, which is substantially similar to the enclosed draft agreement (Enclosure B).

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

The current agreement with LCPtracker, Agreement PW15386, expires on May 27, 2025. On November 26, 2024, the Board was notified of Public Works' intent to extend a sole source amendment with LCPtracker to extend the current agreement to allow for the continued use of the system until successful implementation of a replacement system.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to CEQA because they are activities that are excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action to award a contract for a LTWHP and CWA monitoring system and related services, is an administrative activity of government that will not result in direct or indirect changes to the environment.

CONTRACTING PROCESS

On August 8, 2024, Public Works released a Request for Proposals (RFP) for LTWHP and CWA monitoring system and related services. The RFP was advertised on the County's "Doing Business with Los Angeles County" website (Enclosure D), Public Works' "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *San Gabriel Valley Tribune*, *Pasadena Star News*, *Press Telegram*, *Santa Monica Daily Press*, *Daily Breeze*, *The Signal*, and *World Journal*. Also, Public Works informed 1,555 Local Small Business Enterprises, 167 Social Enterprises, 161 Disabled Veteran Business Enterprises, 1,034 Community Business Enterprises, and 1,385 Community-Based Organizations. Thirteen firms registered on Public Works' website for this RFP.

During the solicitation, a security incident occurred with the existing system. As a result of the security incident, Public Works reviewed and revised security requirements in the new RFP to include additional provisions to ensure data integrity and security within the system, which holds personally identifiable information of contracted employees working

on County construction projects. These updated requirements were included in the evaluation process.

On October 23, 2024, a total of two proposals were received. One firm was disqualified because it chose not to use the required Pricing Schedule form included in the RFP, which would have allowed Public Works to properly score its price, which was a required evaluation component.

An evaluation committee consisting of staff from the Internal Services Department, Public Works Information Technology Division, and Public Works Project Management Division III evaluated the proposals based on the criteria described in the RFP, including technical expertise, experience, personnel, qualifications, and understanding of the work requirements. Based on the evaluation of the proposals, LCPtracker was selected without regard to race, creed, color, or gender.

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to current County services or projects during the performance of the recommended contract. The proposed contract will allow the County to appropriately monitor construction contracts to ensure compliance with the County's LTWHP and CWA requirements, and business utilization goals in County contracts and construction contracts to Public Works and various County departments.

The Honorable Board of Supervisors
May 6, 2025
Page 7

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division, and to the Chief Executive Office, Capital Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

PETER LOO
Chief Information Officer

MP:SK:ao

Enclosures

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

ATTACHMENT

April 16, 2025

**SERVICE CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF CONTRACT WITH LCPTRACKER, INC.
LOCAL AND TARGETED WORKER HIRING PROGRAM AND COMMUNITY
WORKFORCE AGREEMENT MONITORING SYSTEM AND RELATED SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

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

[Item 2J - PW - Local and Targeted Worker Hiring Program.pdf](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025		
BOARD MEETING DATE	5/6/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	County Lighting Districts Levying of Annual Assessments – Fiscal Year 2025-26		
PROGRAM	County Lighting Districts		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable 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	Hold a Public hearing no later than June 2025 (To complete remaining tasks to meet August 10 filing deadline)		
COST & FUNDING	Total cost: N/A	Funding source: County Lighting Maintenance Districts (F46, F59, FB8, FF9, FJ5, FK1, FK6, FL1, FN5, FP5, FP4, F24, E01, E02, E07, E41, E44, F28)	
	TERMS (if applicable):		
	Explanation: To provide supplemental funding to keep existing streetlights in operation.		
PURPOSE OF REQUEST	Renew levying of annual street lighting assessments in Fiscal Year (FY) 2025-26: <ul style="list-style-type: none"> Approve and file an annual Engineer's Report to renew assessments for FY 2025-26 at current rates. Set the public hearing for May 27, 2025, on the proposed continuation of assessments for FY 2025-26. 		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> Per the California Streets and Highways Code, Landscaping and Lighting Act of 1972, an annual Engineer's Report must be prepared and filed for each FY in which annual assessments are to be levied and collected for the continued operation and maintenance of existing streetlights, and for the cost of the improvements described in the report. On March 18, 2025, the Board ordered Public Works to prepare an Engineer's Report for FY 2025-26, which was the first step in the three-step process. The Engineer's Report was completed covering all zones in the unincorporated area and 13 cities (see attached map), recommending no increases in assessment rates for FY 2025-26. Upon conclusion of the May 27, 2025, public hearing, the Board may adopt a resolution ordering the levying of assessments for FY 2025-26. 		

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state which one(s) and explain how: Sustainability: Renewal of the annual assessment rates in all zones within County Lighting District Landscaping and Lighting Act-1 provides the necessary funding to meet the budgetary needs of the County Lighting Districts for administration, operation and maintenance, installation of additional streetlights, and repair or replacement for street lighting facilities.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@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
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Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

May 6, 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:

**TRANSPORTATION CORE SERVICE AREA
COUNTY LIGHTING DISTRICTS
LEVYING OF ANNUAL ASSESSMENTS - FISCAL YEAR 2025-26
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to continue the street lighting assessment rates in County Lighting District Landscaping and Lighting Act-1 for all 14 zones, which include the unincorporated area and 13 cities (Agoura Hills, Bell Gardens, Calabasas, Carson, Diamond Bar, La Cañada-Flintridge, La Mirada, Lawndale, Lomita, Paramount, Malibu, Rolling Hills Estates, and Walnut) for Fiscal Year 2025-26 at the same rate as Fiscal Year 2024-25.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is statutorily exempt from the California Environmental Quality Act for reasons stated in this letter and in the record of the project.
2. Approve and file the Engineer's Report for the proposed annual levying of assessments in County Lighting District Landscaping and Lighting Act-1 for street lighting purposes for Fiscal Year 2025-26.

3. Adopt the Resolution of Intention to order the levying of assessments in County Lighting District Landscaping and Lighting Act-1 for Fiscal Year 2025-26.
4. Set the public hearing for May 27, 2025, on the proposed continuation of the Fiscal Year 2024-25 levying of annual assessments in County Lighting District Landscaping and Lighting Act-1 for Fiscal Year 2025-26 in all zones identified in the Fiscal Year 2025-26 Engineer's Report.
5. Instruct the Executive Officer of the Board to give notice of public hearing by causing the resolution of intention to be published once in both English and Spanish language newspapers at least 10 days prior to the date of hearing scheduled for May 27, 2025, pursuant to Section 22626(a) of the California Streets and Highways Code.

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

1. Authorize changes, if needed, in any of the matters provided in the Engineer's Report, including changes in the improvements, any zones within County Lighting District Landscaping and Lighting Act-1, the diagram that shows the district boundaries, and the proposed assessment as described in the Engineer's Report.
2. Determine and levy assessments in any amount not to exceed the recommended amounts listed in the Engineer's Report for each assessment zone.
3. Adopt a Resolution Confirming the Diagram and Assessment and Ordering of Assessments in County Lighting District Landscaping and Lighting Act-1 for Fiscal Year 2025-26, either as originally proposed or as changed by the Board. The adoption of the resolution shall constitute the levying of annual assessments in County Lighting District Landscaping and Lighting Act-1 for Fiscal Year 2025-26.
4. Find that the property tax and assessment revenues collected from benefited properties will meet operating expenses and financial reserve needs and requirements; purchase supplies, equipment, or materials; provide funds for capital improvement projects, including construction of additional streetlights and the repair and replacement of obsolete equipment with new modern equipment necessary for the proper operation of lighting facilities in accordance with the provisions of the Improvement Act of 1911 and the Landscaping and

Lighting Act of 1972; and in the amount shown for each maintenance district and assessment zone listed in Appendix E of Fiscal Year 2025-26 Engineer's Report.

5. Determine that it is just and equitable and in the public's interest that the additional cost for the expenses of the installation and maintenance of additional lights be made a charge upon the existing districts as a whole in Fiscal Year 2025-26, pursuant to Section 5843.5 of the California Streets and Highways Code.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to renew the annual levy of street lighting assessments in the unincorporated County area and 13 cities served by the County Lighting Maintenance Districts (CLMDs) for Fiscal Year (FY) 2025-26. This action will provide the supplemental funding necessary to ensure uninterrupted street lighting services for the motoring public, as well as the safety and security of people and property, benefitting all users of the roadways within the assessment district. The street lighting assessment rates in County Lighting District Landscaping and Lighting Act-1 (CLD LLA-1) for FY 2025-26 will remain the same rates as FY 2024-25.

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and establish the FY 2025-26 street lighting assessment rates in CLD LLA-1 for all zones established for the unincorporated area and 13 cities shown in Appendix F of the Engineer's Report (Enclosure A) where the County administers streetlights. Since the existing street lighting assessments expire annually, the Board must renew the annual street lighting assessments to provide supplemental funding for the operation and maintenance of streetlights within CLD LLA-1.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan, North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal C, Public Safety, Strategy i, Prevention, Protection & Security; and County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by public infrastructure assets that support the quality of life of Los Angeles County residents. The recommended actions will allow for the continued operation of existing streetlights in the community and provide funding for their operation and maintenance. Maintaining lights services provides for the convenience and safety of

people and the motoring public, as well as the security of people and property, which improves the quality of life in the County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual street lighting assessments for all zones identified in FY 2024-25 Engineer's Report will expire on June 30, 2025, unless the Board approves the annual street lighting assessments for FY 2025-26 for the operation and maintenance of the streetlights. Financing for the installation, operation, and maintenance of streetlights in FY 2025-26 will be derived from the assessment revenue collected from benefited property owners within CLD LLA-1 and by a portion of the property taxes that is allocated to CLMDs for street lighting purposes.

Funding for this work is included in the various CLMDs Funds (Service and Supplies) Fiscal Year 2025-26 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 18, 2025, the Board adopted a resolution ordering the Director of Public Works or his designee to prepare and file an Engineer's Report for FY 2025-26 for the levying of annual assessments in CLD LLA-1, pursuant to provisions of the Landscaping and Lighting Act of 1972 and Article XIII D of the California Constitution.

CLD LLA-1 was formed on July 24, 1979, to provide supplemental funding for the continued operation of the street lighting systems in the existing CLMDs listed in Appendix A of the Engineer's Report. Each year, the Board takes action to renew the annual street lighting assessments to keep streetlights in the various CLMDs fully operational.

The Landscaping and Lighting Act and the California Constitution (Article XIID) set forth procedures that must be followed for any FY during which an assessment is to be levied. The Landscaping and Lighting Act requires the legislative body to approve and file an annual Engineer's Report and to adopt a resolution of intention declaring the Board's intent to levy and collect assessments in CLD LLA-1 for the upcoming FY, which is FY 2025-26. During the course or upon conclusion of the public hearing, the Board may order changes in any of the matters provided in the Engineer's Report, including changes in the improvements, the boundaries of any zones within the assessment district, and the proposed diagram or proposed assessment. The Board can also close the hearing to

testimony and delay the determination regarding the assessments until a later date or continue the public hearing to receive further testimony and make the determination regarding the assessment at the close of the public hearing continuance. However, according to Section 22629 of the California Streets and Highways Code, the hearing may not be continued beyond August 10, 2025, without prior consent of the Auditor-Controller.

The Landscaping and Lighting Act provides for the assessment of street lighting costs against the benefited properties within CLD LLA-1 by any formula or method that fairly distributes the costs among all assessable lots or parcels in proportion to the estimated benefits to be received by each from the improvements. A method of distributing the street lighting costs on the basis of land use was approved by the Board on May 22, 1979, and amended on July 22, 1997, to include government-owned or -leased parcels. The report showing the approved method and the assessment units to be assessed on the various types of lots or parcels is on file in the Executive Office of the Board of Supervisors and is made a part hereof by reference. This same method is used to compute the FY 2025-26 assessments.

The California Streets and Highways, Code Section 22623, provides that the Board may approve the Engineer's Report as filed or modify the Engineer's Report and approve it as modified.

The enclosed Resolution of Intention (Enclosure B) and Resolution Confirming the Diagram (Enclosure C) have been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed project is statutorily exempt from CEQA. Adoption of the proposed resolutions to determine and levy the annual street lighting assessments for FY 2025-26 is for the purpose of meeting operating expenses and, therefore, is exempt from CEQA pursuant to Section 15273(a) of the State CEQA Guidelines and Section 21080(b)(8) of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The levying of the annual assessments is required to fund the operation and maintenance of street lighting facilities.

The Honorable Board of Supervisors
May 6, 2025
Page 6

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:EK:wm

Enc.

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

**COUNTY LIGHTING MAINTENANCE DISTRICTS AND
COUNTY LIGHTING DISTRICT
LANDSCAPING AND LIGHTING ACT-1
ENGINEER'S REPORT
FISCAL YEAR 2025-26**

**PURSUANT TO PROVISIONS OF THE
LANDSCAPING AND LIGHTING ACT OF 1972
CALIFORNIA STREETS AND HIGHWAYS CODE**

**Prepared by
Los Angeles County Public Works
for the
Board of Supervisors of the County of Los Angeles
May 2025**

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INTRODUCTION

On March 18, 2025, the Board of Supervisors of the County of Los Angeles designated the Director of Public Works or his designee as the Engineer and adopted a resolution ordering the preparation and filing of an Engineer's Report for Fiscal Year 2025-26, in accordance with Section 22566 of the California Streets and Highways Code and Section 4(b) of Article XIII D of the California Constitution (Proposition 218), for the levying of annual assessments in all zones within the County Lighting District Landscaping and Lighting Act-1 (CLD LLA-1), an assessment district, for street lighting purposes.

The annual levying of assessments is necessary to provide supplemental funding for the continued operation of the existing County Lighting Maintenance and Assessment Districts (County Lighting Districts). This Engineer's Report (Report) is prepared in response to the above directive to address all zones within the CLD LLA-1.

COUNTY LIGHTING MAINTENANCE AND ASSESSMENT DISTRICTS

The County Lighting Maintenance Districts (CLMDs) are established street lighting maintenance districts. Prior to the enactment of State Constitutional Amendment XIII-A (Proposition 13) in 1978, which placed a limit on the maximum amount of ad valorem tax increases on real property, the operation and maintenance of streetlights within the CLMDs were fully funded by ad valorem property taxes. The ad valorem property taxes received under the guidelines established by the State Legislature subsequent to the passing of this amendment were not sufficient to pay the cost of street lighting services within the CLMDs.

The assessment district, or CLD LLA-1, was formed on July 24, 1979, to provide supplemental funding for the existing CLMDs. It was formed to be essentially coextensive with the CLMDs listed in Appendix A. Its boundaries include unincorporated territory plus areas within the Cities of Agoura Hills, Bell Gardens, Calabasas, Carson, Diamond Bar, La Cañada Flintridge, La Mirada, Lawndale, Lomita, Malibu, Paramount, Rolling Hills Estates, and Walnut. The CLD LLA-1 has a separate zone for the unincorporated territory and for each city encompassing only the city territory currently within a CLMD. The designation for each city zone is the name of the city within which it lies.

County Lighting Districts' maps that show a diagram of each existing zone within the CLD LLA-1 and indicate the general nature, location, extent of improvements, the exterior boundaries of each zone, and lines and dimensions of each lot or parcel located therein, are on file with the Executive Office of the Board of Supervisors at the Kenneth Hahn Hall of Administration and are made a part of this report by reference. Maps of developments annexed to the County Lighting Districts pursuant to Section 22608.2 of the California Streets and Highways Code, subsequent to the formation of the CLD LLA-1, are on file with the Assessor at the Kenneth Hahn Hall of Administration.

STREETLIGHT ACQUISITION AND LED CONVERSION PROJECT

In December of 2022, the County of Los Angeles completed the purchase and acquisition of approximately 29,000 streetlights from Southern California Edison (SCE) in CLMD 1687 serving the unincorporated County communities at an estimated cost of \$23.6 million. Subsequently, in 2024 the County completed the conversion of the purchased streetlights to light emitting diodes (LED) technology at an estimated cost of \$8.8 million. An additional \$1.8 million was expended to upgrade the streetlights with safety fuses and pole tags required for County ownership and maintenance. Public Works utilized CLMD 1687's capital improvement designations/reserves to finance the total project cost. Public Works also received approximately \$2.7 million in LED incentives from Southern California Edison.

STREETLIGHT IMPACTS FROM JANUARY 2025 FIRES

The Palisades, Eaton, and Kenneth Fires of January 2025 caused a disruption in street lighting service within some communities served by a CLMD. The extent of the damage and cost for repair to the street lighting infrastructure is still being assessed. In addition, the impacts on revenue resulting from the re-assessment of property and land values is forthcoming and would need to be included in a future Engineer's Report.

STREETLIGHT POLE UPGRADE PROGRAM

The Streetlight Pole Upgrade Program is financed with annual revenue surplus set aside for upgrade of existing streetlights to standard streetlights on concrete poles with underground wiring as well as conversion to LED lighting. This includes the upgrading of steel pole streetlights that have been identified as warranting upgrade to the current standard. Revenues designated for streetlight upgrades and/or capital improvement projects in the unincorporated and city zones are included in Appendix G.

Streetlights owned by SCE in the CLMDs will be converted to LED lighting by SCE under their Option E Program. For the CLMDs serving cities, concurrence from the city is required for the County to proceed with execution of an Option E agreement with SCE. The Cities of Agoura Hills and Malibu are currently not enrolled in LED conversion via the Option E Program.

The Option E Program allows for the LED conversion of SCE-owned, LS-1 streetlights with no upfront cost; rather, costs will be recovered through a 20-year premium charge on monthly SCE invoices. Analyses provided by SCE reveal that the energy savings from the LED conversion will exceed the premium charge imposed by SCE, resulting in a net annual savings to the affected CLMD. SCE also provides the option to pay off the LED conversion cost balance prior to the 20-year payback period. When sufficient surplus revenues are accumulated under the Streetlight Pole Upgrade Program during the 20-year payback period, Public Works will issue a lump sum payment to SCE.

STEEL POLE REPLACEMENT

SCE is undergoing a Steel Pole replacement program within its territory to address corrosion issues found in aging and antiquated SCE-owned steel poles. The California Public Utilities Commission (CPUC) allots certain funding each year for SCE to perform the steel pole replacements and replacements are programmatically targeted by city jurisdiction. CLMD 1687 will be embarking in a similar program to replace approximately 6,000 aging steel pole streetlights at a cost of \$180 million and to be allocated and phased out over several years provided funding is available.

Additional streetlights may be installed on major roadways in commercial or industrial areas as part of the steel pole replacement program for CLMD 1687. Project scoping and environmental review are ongoing.

NEW COSTS ASSOCIATED WITH COUNTY OWNERSHIP OF STREETLIGHTS

When the financial analysis for the Streetlight Acquisition and LED Conversion project was completed in 2019, Public Works anticipated that cost savings realized from streetlight ownership and LED conversion will be offset by the additional cost of operating and maintaining the newly purchased streetlights. However, subsequent streetlight tariff rate increases have significantly impacted net surplus revenues resulting from the project.

Currently, streetlight maintenance of the purchased streetlights in CLMD 1687 is provided by a contractor at a budgeted cost of \$1.8 million annually. A hybrid of contractor and in-house streetlight maintenance staff is proposed for FY 2025-26. In addition, there will be costs associated with funding construction of additional streetlights and the repair and replacement of obsolete equipment with new modern equipment necessary for the proper operation of lighting facilities, processing accident claims, and providing emergency response and recovery in case of natural disasters.

GENERAL RATE CASES

Every four years SCE and other investor-owned utilities are required to enter proceedings with the CPUC to justify rate increases to its customers, also known as General Rate cases (GRC). Based on historical data, a rate tariff increase of approximately 5% per year is typical, which is included to determine the annual assessment rates to ensure funding availability for the CLMDs to cover rate increases approved by the CPUC.

FISCAL YEAR 2024-25 IMPROVEMENTS

Two new subdivision and single-lot developments processed for annexation to the County Lighting Districts or constructed within the existing boundaries of the County Lighting Districts, whose streetlight operational costs were transferred from a developer's account to a lighting district account in FY 2024-25, are listed in Appendix B. The County Lighting Districts assumed funding responsibilities for a total of 68 streetlights. The number and size of streetlights installed and the estimated annual operating costs for each new

subdivision or single-lot development, together with the zone in which the development is located, is also listed in Appendix B. Maps of the annexation and the type and location of the improvements installed by the developers are shown on maps on file with Public Works at 900 South Fremont Avenue in Alhambra.

Information on an additional 91 streetlights authorized for installation within the boundaries of the County Lighting Districts during FY 2024-25, in response to specific requests and in compliance with procedures set forth in the California Streets and Highways Code Section 22565 et seq. is shown in Appendix C. Maps showing the type and location of the improvements are on file with Public Works.

Annexations of territories by petition of the property owners, together with the number and sizes of streetlights approved by the Board of Supervisors during FY 2023-24, are shown in Appendix D. No streetlights were authorized for installation or installed. Maps of the annexation and the type and location of the improvements are shown on maps on file with Public Works.

Highway Safety Lights at signalized intersections accepted for transfer of billing into a CLMD account along with their annual energy and maintenance costs are shown in Appendix E. No Highway Safety Lights were transferred to a CLMD account in FY 2024-25.

PROPERTY TAX AND ASSESSMENTS REVENUES

All benefited parcels of real property located within the County Lighting Districts are identified by the FY 2024-25 Tax Rate Area Report and Assessor Parcel Numbers listed in Appendix F. The diagram of each CLMD and CLD LLA-1 Zone, along with the lines and dimensions of each lot or parcel of land located therein, are described in maps prepared in accordance with Section 327 of the California Revenue and Taxation Code, which are on file in the Office of the Assessor and are made a part of this Report by reference.

Funds collected pursuant to the California Streets and Highways Code, the Improvement Act of 1911 and the Landscaping and Lighting Act of 1972, may be used for certain streetlight upgrades or capital improvements. Revenues designated for streetlight upgrades and/or capital improvement projects in the unincorporated and city zones are included in Appendix G. Signed into law by Governor on July 9, 2018, Senate Bill 1323 expanded the authority of County-administered CLMDs formed pursuant to the Improvement Act of 1911 and allowed them to use funds collected to perform maintenance and make improvements including streetlight acquisition pursuant to the Landscaping and Lighting Act of 1972.

Section 22573 of the California Streets and Highways Code provides for assessment of street lighting costs upon the benefited properties within the CLD LLA-1. The 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." A method of distributing the street lighting costs on the basis of land use and land-use data compiled by the Assessor was approved by the Board on May 22, 1979, and amended by the Board on July 22, 1997, to distribute costs among governmental-owned or -leased parcels in accordance with the provisions of Article XIII D of the California Constitution. The Assessor's report showing the approved method and the number of usage units assigned to the various land use categories on the basis of benefits received is on file with the Executive Office of the Board of Supervisors. The July 22, 1997, amendment provides for as-needed, automatic future assessment increases to governmental-owned or -leased parcels within the Calabasas, Carson, Lomita, and Paramount Zones. In future years, the amount of the base rate assessment for Calabasas and Lomita Zones may be automatically increased based on streetlight tariff rates charged by Southern California Edison as approved by the California Public Utilities Commission. For the Carson and Paramount Zones, the amount of the base rate assessment may be automatically adjusted annually for cost of living based on a factor calculated by using the Consumer Price Index for the Los Angeles Riverside-Orange County areas for all Urban Consumers.

RECOMMENDED FISCAL YEAR 2025-26 ASSESSMENTS

Appendix H lists the proposed assessment rate per unit for FY 2025-26 and the amount of estimated assessment revenue to be collected for the unincorporated and 13 city zones located within CLD LLA-1. If the proposed assessments for FY 2025-26, which are at the same rates as in FY 2024-25, are not approved by the Board of Supervisors, it will be necessary to reduce street lighting services to stay within the operating revenues from ad valorem property taxes. The estimated costs of operating CLD LLA-1 during FY 2025-26 are shown in Appendix H. The estimated costs were evaluated and determined to be reasonable and appropriate.

**LOS ANGELES COUNTY PUBLIC WORKS
COUNTY LIGHTING MAINTENANCE DISTRICTS
AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1
ENGINEER'S REPORT
FISCAL YEAR 2025-26**

APPENDIX A - COUNTY LIGHTING MAINTENANCE DISTRICTS

The following is a listing of the County Lighting Maintenance Districts (CLMDs) for which a County Lighting District Landscaping and Lighting Act-1 (CLD LLA-1) Zone has been established. The boundaries of the CLD LLA-1 include the unincorporated County territory plus the territory within the Cities of Agoura Hills, Bell Gardens, Calabasas, Carson, Diamond Bar, La Cañada-Flintridge, La Mirada, Lawndale, Lomita, Malibu, Paramount, Rolling Hills Estates, and Walnut, and overlay the boundaries of the CLMDs.

CLMD 1575 (La Cañada Flintridge)	CLMD 10045A and CLMD 10045B (La Mirada)
CLMD 1687 (Unincorporated County)	CLMD 10066 (Paramount)
CLMD 1697 (Carson)	CLMD 10075 (Rolling Hills Estates)
CLMD 1866 (Walnut)	Bell Gardens Lighting District
CLMD 10006 (Diamond Bar)	Calabasas Lighting District
CLMD 10032 (Agoura Hills)	Lawndale Lighting District
CLMD 10038 (Lomita)	Malibu Lighting District

Note:

The City of La Mirada is served by two CLMDs and two CLD LLA-1 zones as described below:

- Zone A - Consisting of all territory known as the Lighted Zone* within CLMD 10045A with continuous street lighting systems block by block.
- Zone B: Consisting of all territory known as Unlighted Zone* within CLMD 10045B with streetlights installed at isolated locations.

CLMD 10075 (Rolling Hills Estates) has one CLMD and two CLD LLA-1 zones as described below:

- Zone A - Consisting of all territory known as the Lighted Zone* within CLMD 10075.
- Zone B - Consisting of all other territory within CLMD 10075 outside of Zone A.

* Territories are transferred from Zone B to Zone A when lights are installed as a requirement of development or via a petition process.

**LOS ANGELES COUNTY PUBLIC WORKS
COUNTY LIGHTING MAINTENANCE DISTRICTS
AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1
ENGINEER'S REPORT
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APPENDIX B – SUBDIVISION AND SINGLE-LOT IMPROVEMENTS

Street lighting improvements are required for subdivision and single-lot developments as a condition of development. Annexation to the County Lighting Districts provides for the collection of revenues from the developments to pay for the operation and maintenance cost of existing and new streetlights.

Shown below are street lighting improvements with utility billings that were transferred from a developer's account to a lighting district account in Fiscal Year 2024-25 and are proposed to be included in the Fiscal Year 2025-26 levy of assessments. The improvements installed by the developers are shown, together with their locations, on maps on file at Public Works.

Lighting Maintenance District	Single-Lot Development or Subdivision	Number and Size of Streetlights (in Watt or Lumen) *	Estimated Annual Utility Cost (\$)
CLMD 1687	L029-2013	60-9500 Lumen	\$10,980
CLMD 1687	Tract 46543	5-28 Watt 3-111 Watt	\$1,409
TOTAL COST IN THE UNINCORPORATED ZONE			\$12,389

*Watt refers to LED lamps. Lumen refers to HPSV lamps.

Shown below are street lighting improvements installed by subdivision or single-lot developments whose project areas are located within the boundaries of the County Lighting Districts. Their utility billings were added to a lighting district account in Fiscal Year 2023-24 and are proposed to be included in the Fiscal Year 2024-25 levy of assessments. Maps of these subdivisions are on file at Public Works.

Lighting Maintenance District	Single-Lot Development or Subdivision	Number and Size of Streetlights (in Watt or Lumen)*	Estimated Annual Utility Cost (\$)
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There was no utility billings added to a lighting district account in Fiscal Year 2024-25.

**LOS ANGELES COUNTY PUBLIC WORKS
COUNTY LIGHTING MAINTENANCE DISTRICTS
AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1
ENGINEER'S REPORT
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APPENDIX C - REQUEST FOR ADDITIONAL STREETLIGHTS OR
MODIFICATIONS OF EXISTING FACILITIES**

In response to specific requests, additional streetlights may be installed, or existing facilities may be modified to conform with nationally accepted standards developed by the Illuminating Engineering Society and adopted by the County and in compliance with procedures set forth in the State Streets and Highways Code.

Shown below are estimated costs of streetlight installation and capital improvement projects authorized by Public Works in Fiscal Year 2024-25 that are located within the existing boundaries of the County Lighting Districts. These projects are proposed to be included in the Fiscal Year 2025-26 levy of assessments.

Lighting Maintenance District	Project or Petition Number	Number and Size of Streetlights (in Watt or Lumen)*	Capital Improvement Expenditures ¹ (\$)	Estimated Annual Utility Cost (\$)
CLMD 1687	63-324	1-59 Watt	\$2,500	\$202.96
CLMD 1687	1-116	1-37 Watt	\$2,500	\$176.44
CLMD 1687	5-123	1-45 Watt	\$2,500	\$73.95
CLMD 1687	45-724	1-37 Watt	\$2,500	\$176.44
CLMD 1687	46-824	1-37 Watt	\$2,500	\$176.44
CLMD 1687	48-824	1-37 Watt	\$2,500	\$176.44
CLMD 1687	63-1224	1-37 Watt	\$2,500	\$176.44
CLMD 1687	9-125	1-136 Watt	\$2,500	\$262.37
CLMD 1687	6-125	2 – 45 Watt	\$75,000	\$147.90
CLMD 1687	9-125	1-136 Watt	\$5,300	\$262.37
CLMD 1687	2-116	7-39 Watt 2-76 Watt	\$22,000	\$1,692.82
CLMD 1687	9-115	52-76 Watt 20-59 Watt	\$175,000	\$15,960.44
CLMD 1687	Shields	4 – Glare Shields	\$2,888	0\$
CLMD 1687	Mast Arm	1 – Mast Arm Extension	\$1,172	0\$
SUBTOTAL			\$301,360	\$19,485.01
TOTAL COST IN THE UNINCORPORATED ZONE				\$320,845.01

*Watt refers to LED lamps. Lumen refers to HPSV lamps.

Note:

1. Capital Improvement Expenditures include costs for new streetlight installation, streetlight removals, streetlight and pole upgrades, relocations, installation of lamp shields, etc.

**LOS ANGELES COUNTY PUBLIC WORKS
COUNTY LIGHTING MAINTENANCE DISTRICTS
AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1
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**APPENDIX D - ANNEXATION OF TERRITORY AND
FORMATION OF IMPROVEMENT ZONES**

When a new street lighting system is requested by the public, it will be installed via a petition annexation process to annex the territory to the County Lighting Districts to collect revenues from the benefiting parcels for the operation and maintenance costs of new streetlights. In addition, an improvement zone may be formed to levy a second assessment against the properties to reimburse the County Lighting Districts for a loan to finance the costs to process the annexation and install new streetlights.

Shown below are petition projects approved/completed in FY 2024-25 that are proposed to be included in the FY 2025-26 levying of assessments. Maps for the petitions are on file at Public Works.

Lighting Maintenance District	Petition Number	Improvement Zone	Number and Size of Streetlights (in Watt or Lumen)*	Capital Improvement Expenditures ¹ (\$)	Estimated Annual Utility Cost (\$)
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There were no Improvement Zones formed nor successful petition annexations to annex territory to the County Lighting Districts in FY 2024-25.

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
COUNTY LIGHTING MAINTENANCE DISTRICT 1687
AND COUNTY LIGHTING DISTRICT LLA-1
ENGINEER'S REPORT
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**APPENDIX E - HIGHWAY SAFETY LIGHTS - TRANSFER OF ENERGY AND
MAINTENANCE COSTS**

Energy and maintenance costs of new Highway Safety Lights installed at signalized intersections within County Lighting District LLA -1, Unincorporated Zone, in FY 2024-25 are shown below. Maps of transferred Highway Safety Lights are on file at Public Works.

TS No.	Location	Sup. Dist.	No.& Type	Size/Watt	Annual Energy	Annual Maintenance
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No Highway Safety Lights were transferred to County Lighting District LLA-1, Unincorporated Zone, in FY 2024-25

**LOS ANGELES COUNTY PUBLIC WORKS
COUNTY LIGHTING MAINTENANCE DISTRICTS AND
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APPENDIX F - TAX RATE AREAS AND ASSESSOR PARCEL NUMBERS

(TOTAL 21 PAGES)

**TAX RATE AREAS
COUNTY LIGHTING MAINTENANCE DISTRICTS
FISCAL YEAR 2025-26**

009.55 BELL GARDENS LIGHTING DISTRICT

00167	00532	00884	03234	03235	03237	03238	06289	06291	06312
06313	06321	06344	06349	06351	06353	06355	06435	06436	06489
06490	06491	06494	06495	06497	06498	13530	13534	13535	

011.20 LAWDALE LIGHTING DISTRICT

04317	04320	05163	05164	05167	05185	12708	12709	12710	12711
15316									

017.70 CO LIGHTING MAINT DIST NO 1575

04008	04017	04019	04021	04023	04024	04025	04027	04028	04039
04068	04069	04070	04080	04084	04089	04106	04718	04719	04720
04722	04723	04724	04731	04732	04737	04774	05485	05562	05565
05567	05568	05574	10420	11863	14838	14840	14846	15279	15280
15282	15284	15291	15292	16153					

019.40 CO LIGHTING MAINT DIST NO 1687

00107	00108	00109	00110	00112	00113	00114	00122	00123	00124
00125	00126	00127	00128	00130	00139	00142	00154	00155	00156
00162	00165	00182	00183	00184	00185	00186	00187	00188	00191
00205	00229	00250	00256	00269	00270	00271	00272	00376	00928
00940	00960	00964	00984	00985	00986	00996	01008	01010	01019
01060	01064	01076	01084	01091	01149	01152	01156	01157	01158
01163	01164	01166	01168	01169	01170	01172	01178	01179	01180
01186	01187	01188	01189	01190	01193	01197	01198	01200	01203
01208	01210	01212	01214	01215	01216	01220	01221	01225	01226
01229	01241	01243	01245	01248	01251	01254	01255	01257	01258
01276	01278	01311	01312	01314	01318	01327	01347	01352	01358
01371	01372	01374	01375	01392	01400	01406	01411	01412	01413
01415	01417	01418	01419	01423	01426	01427	01434	01438	01460
01470	01472	01473	01474	01476	01480	01481	01482	01484	01485
01488	01491	01492	01493	01494	01495	01496	01498	01500	01504
01507	01511	01516	01519	01520	01528	01530	01533	01539	01552

01558	01561	01563	01568	01585	01587	01588	01595	01607	01608
01615	01616	01621	01624	01630	01633	01635	01636	01637	01639
01647	01652	01655	01660	01662	01664	01668	01672	01673	01675
01678	01683	01700	01701	01704	01706	01709	01710	01713	01714
01716	01717	01718	01721	01722	01726	01727	01728	01733	01756
01858	01859	01944	01977	01981	01999	02039	02040	02041	02084
02126	02142	02151	02168	02176	02189	02192	02194	02200	02207
02213	02218	02219	02222	02223	02227	02230	02233	02239	02280
02291	02303	02321	02389	02390	02399	02460	02473	02504	02515
02550	02584	02603	02637	02691	02695	02703	02713	02715	02716
02737	02738	02766	02773	02774	02798	02862	02894	02900	02901
02903	02904	02910	02913	02914	02923	02924	02927	02933	02934
02937	02941	02947	02949	02950	02951	02952	02956	02957	02958
02967	02971	02976	02988	03036	03044	03104	03106	03109	03110
03128	03130	03144	03156	03157	03158	03159	03160	03167	03193
03206	03214	03226	03272	03371	03372	03379	03380	03387	03395
03420	03476	03488	03490	03500	03503	03504	03508	03511	03517
03528	03530	03531	03532	03533	03534	03536	03537	03541	03542
03544	03545	03546	03547	03550	03551	03552	03558	03562	03563
03565	03566	03567	03568	03569	03572	03579	03580	03581	03582
03595	03600	03614	03618	03642	03643	03644	03652	03656	03657
03677	03697	03699	03702	03703	03704	03705	03706	03707	03725
03742	03773	03777	03778	03780	03781	03783	03784	03785	03786
03792	03796	03797	03798	03801	03802	03803	03806	03807	03809
03812	03813	03819	03822	03823	03824	03825	03826	03848	03854
03888	03908	03909	03940	03944	03958	03961	03962	03964	03966
04036	04085	04088	04090	04096	04098	04100	04101	04102	04104
04111	04161	04236	04237	04284	04286	04290	04295	04335	04368
04394	04395	04400	04401	04402	04403	04406	04407	04409	04412
04418	04426	04430	04431	04432	04433	04434	04444	04445	04446
04450	04452	04454	04455	04457	04461	04462	04466	04471	04474
04476	04480	04487	04488	04495	04496	04498	04500	04515	04516
04518	04525	04526	04527	04529	04530	04532	04536	04537	04540
04547	04582	04583	04584	04585	04597	04598	04599	04600	04601
04603	04604	04605	04606	04607	04608	04609	04611	04612	04617
04625	04644	04645	04646	04648	04649	04650	04672	04679	04684
04688	04689	04690	04700	04711	04821	04861	04933	04935	04951
04964	04967	04997	05004	05027	05081	05105	05108	05113	05117
05135	05173	05175	05176	05177	05178	05180	05182	05197	05236
05378	05435	05437	05571	05582	05583	05584	05585	05586	05588
05593	05594	05613	05614	05616	05621	05623	05624	05625	05629
05633	05637	05638	05639	05641	05644	05648	05658	05660	05661

05665	05667	05668	05669	05679	05680	05681	05682	05683	05684
05687	05688	05689	05690	05692	05693	05694	05699	05701	05702
05705	05706	05707	05708	05709	05710	05713	05714	05715	05716
05718	05719	05805	05904	05905	05906	05907	05939	05940	05942
05945	05948	05949	05952	05954	05959	05960	05961	05966	05991
06005	06011	06025	06033	06040	06041	06043	06044	06045	06046
06100	06108	06140	06147	06159	06181	06182	06185	06226	06253
06262	06266	06267	06269	06270	06271	06272	06285	06339	06373
06380	06404	06406	06407	06408	06425	06426	06427	06428	06440
06444	06445	06446	06447	06457	06458	06459	06466	06467	06468
06484	06486	06523	06524	06538	06548	06562	06567	06574	06576
06584	06585	06594	06595	06596	06597	06602	06614	06618	06620
06624	06629	06630	06631	06633	06634	06639	06642	06648	06680
06705	06706	06707	06710	06713	06724	06757	06787	06794	06795
06801	06802	06804	06805	06814	06815	06818	06823	06831	06838
06856	06857	06858	06859	06934	06983	07017	07045	07064	07125
07228	07229	07235	07237	07238	07263	07350	07382	07494	07542
07545	07551	07561	07562	07567	07569	07571	07572	07580	07581
07587	07588	07601	07602	07603	07606	07607	07608	07609	07621
07631	07632	07633	07634	07635	07643	07644	07645	07646	07647
07651	07652	07653	07663	07668	07673	07683	07684	07688	07689
07696	07697	07698	07711	07712	07713	07714	07715	07716	07776
07909	07976	08000	08001	08002	08014	08015	08038	08044	08087
08103	08174	08176	08178	08182	08204	08220	08230	08231	08234
08252	08259	08262	08280	08282	08288	08289	08290	08291	08292
08297	08300	08301	08313	08314	08315	08317	08318	08319	08320
08322	08323	08325	08326	08329	08330	08334	08335	08336	08340
08343	08344	08345	08351	08354	08356	08358	08364	08365	08367
08372	08373	08374	08375	08376	08377	08380	08381	08382	08383
08388	08389	08391	08392	08393	08395	08399	08400	08406	08409
08435	08436	08437	08438	08439	08440	08448	08452	08471	08473
08475	08477	08480	08481	08482	08483	08484	08486	08487	08488
08490	08491	08493	08494	08497	08500	08501	08502	08503	08504
08510	08512	08515	08519	08521	08522	08544	08548	08553	08554
08568	08569	08571	08573	08575	08576	08597	08600	08601	08619
08629	08630	08631	08645	08652	08659	08665	08675	08690	08693
08701	08704	08731	08733	08762	08778	08788	08794	08810	08822
08836	08845	08847	08857	08858	08861	08865	08866	08900	08907
08928	08929	08944	08945	08951	08974	08993	08995	08997	09004
09062	09063	09070	09071	09073	09074	09075	09079	09080	09083
09094	09095	09097	09100	09101	09102	09104	09105	09107	09109
09113	09115	09116	09117	09118	09155	09195	09196	09197	09211

09223	09226	09229	09231	09232	09233	09235	09238	09244	09245
09260	09261	09263	09265	09266	09287	09313	09348	09349	09351
09358	09360	09370	09375	09418	09433	09442	09454	09456	09500
09517	09522	09525	09529	09530	09534	09535	09537	09540	09544
09557	09568	09569	09575	09583	09588	09593	09595	09596	09598
09661	09666	09667	09669	09675	09676	09677	09680	09684	09686
09691	09692	09693	09696	09697	09700	09701	09702	09704	09705
09708	09720	09721	09724	09725	09727	09731	09733	09734	09735
09748	09749	09750	09751	09752	09753	09754	09757	09758	09763
09765	09766	09767	09768	09770	09771	09773	09774	09777	09778
09780	09781	09782	09783	09784	09790	09798	09804	09826	09839
09842	09872	09873	09874	09878	09880	09881	09883	09890	09894
09930	09932	09933	09976	09990	09994	09997	10204	10210	10211
10237	10274	10275	10285	10286	10287	10293	10301	10306	10309
10314	10315	10318	10320	10333	10359	10360	10362	10365	10366
10385	10386	10387	10393	10394	10395	10396	10399	10400	10401
10415	10419	10421	10423	10424	10429	10430	10436	10440	10447
10456	10459	10474	10522	10523	10524	10526	10527	10535	10536
10542	10543	10544	10545	10552	10555	10556	10557	10558	10559
10563	10564	10571	10601	10605	10610	10615	10643	10657	10712
10724	10785	10787	10793	10794	10796	10797	10840	10844	10885
11073	11079	11128	11151	11157	11165	11166	11167	11200	11237
11239	11244	11245	11246	11256	11305	11306	11308	11311	11313
11351	11356	11372	11374	11379	11411	11429	11457	11458	11504
11520	11521	11522	11523	11526	11533	11534	11538	11539	11543
11550	11551	11556	11557	11558	11559	11561	11564	11565	11566
11575	11576	11579	11580	11585	11590	11597	11598	11619	11626
11629	11630	11631	11633	11634	11635	11640	11644	11674	11675
11698	11708	11711	11713	11714	11715	11716	11717	11733	11736
11829	11830	11831	11833	11834	11835	11850	11857	11874	11878
11884	11885	11886	11888	11889	11893	11894	11896	11897	11898
11939	11951	11954	11955	11963	11964	11981	11982	11983	11986
11995	12000	12003	12005	12006	12007	12013	12015	12018	12021
12023	12025	12032	12034	12040	12042	12045	12046	12057	12058
12060	12066	12067	12068	12071	12097	12131	12133	12265	12267
12292	12315	12316	12317	12353	12354	12370	12386	12410	12411
12431	12434	12486	12500	12501	12502	12503	12543	12555	12557
12579	12594	12596	12597	12610	12629	12686	12687	12688	12707
12758	12782	12783	12786	12812	12815	12836	12837	12838	12843
12849	12851	12852	12854	12855	12857	12858	12859	12861	12862
12865	12866	12867	12871	12881	12882	12886	12887	12888	12889
12893	12898	12899	12900	12901	12902	12903	12904	12905	12906

12915	12916	12918	12925	12926	12927	12928	12929	12931	12934
12936	12937	12940	12942	12944	12947	12949	12950	12951	12953
12955	12956	12957	12958	12959	12960	12961	12962	12963	12964
12967	12968	12970	12971	12972	12974	12977	12978	12979	12982
12988	12990	12993	12996	12999	13000	13010	13014	13016	13017
13019	13020	13021	13023	13025	13026	13027	13028	13029	13030
13040	13042	13043	13050	13052	13055	13058	13059	13061	13071
13073	13074	13075	13078	13083	13084	13085	13086	13087	13090
13095	13097	13099	13100	13101	13103	13106	13109	13110	13111
13114	13115	13116	13117	13118	13119	13120	13145	13146	13147
13149	13150	13151	13155	13160	13161	13163	13164	13166	13172
13175	13177	13201	13213	13215	13216	13217	13218	13271	13276
13303	13368	13386	13387	13388	13390	13391	13392	13393	13394
13396	13397	13398	13402	13408	13409	13410	13411	13412	13414
13416	13417	13418	13419	13420	13442	13443	13448	13449	13450
13551	13552	13554	13555	13556	13558	13561	13562	13563	13564
13566	13567	13569	13570	13571	13572	13573	13574	13575	13576
13601	13602	13603	13604	13611	13612	13614	13617	13618	13641
13643	13644	13645	13646	13647	13648	13649	13650	13652	13653
13656	13657	13659	13660	13661	13662	13663	13664	13665	13666
13668	13669	13670	13673	13674	13675	13676	13677	13679	13680
13686	13689	13690	13708	13709	13710	13711	13714	13715	13716
13720	13722	13723	13724	13725	13727	13728	13729	13732	13733
13735	13737	13747	13751	13757	13758	13759	13760	13768	13769
13779	13780	13781	13784	13787	13788	13789	13798	13815	13816
13821	13822	13823	13824	13825	13829	13836	13837	13838	13840
13847	13848	13849	13856	13866	13867	13868	13869	13870	13871
13873	13876	13878	13879	13880	13881	13882	13884	13885	13886
13890	13891	13892	13897	13902	13904	13940	13945	13946	13947
13950	13951	13952	13953	13956	13967	13968	13969	13970	13971
13973	13974	13975	13976	13977	13978	13979	13981	13982	13998
14000	14001	14002	14003	14004	14043	14044	14045	14048	14049
14054	14059	14060	14061	14064	14065	14070	14071	14076	14077
14118	14119	14120	14121	14126	14127	14128	14131	14148	14153
14163	14172	14177	14178	14211	14213	14214	14215	14217	14249
14251	14252	14253	14254	14255	14256	14257	14258	14260	14261
14290	14291	14309	14313	14317	14318	14320	14321	14322	14324
14348	14350	14351	14354	14388	14403	14404	14408	14416	14418
14424	14425	14426	14427	14428	14429	14430	14445	14449	14450
14453	14457	14458	14461	14476	14493	14498	14503	14506	14525
14529	14574	14579	14581	14582	14589	14590	14591	14592	14593
14595	14596	14597	14598	14599	14600	14601	14602	14603	14604

14606	14608	14612	14617	14620	14621	14622	14623	14624	14626
14628	14637	14638	14639	14666	14670	14681	14690	14691	14692
14706	14707	14712	14713	14714	14715	14716	14717	14721	14722
14724	14725	14726	14729	14746	14751	14755	14756	14765	14767
14780	14785	14794	14795	14796	14798	14799	14800	14801	14802
14804	14805	14806	14807	14808	14810	14811	14813	14814	14815
14817	14818	14822	14824	14826	14832	14836	14841	14844	14845
14856	14857	14859	14860	14862	14863	14875	14876	14877	14880
14898	14910	14931	14932	14935	14939	14940	15026	15028	15037
15039	15042	15043	15044	15045	15046	15050	15051	15052	15053
15065	15066	15067	15069	15072	15089	15090	15098	15099	15100
15105	15110	15111	15114	15115	15166	15167	15168	15169	15170
15175	15177	15178	15179	15180	15183	15193	15195	15196	15199
15204	15205	15206	15207	15226	15265	15293	15314	15317	15336
15342	15343	15344	15363	15364	15386	15387	15388	15393	15398
15401	15438	15445	15449	15450	15451	15454	15455	15457	15474
15484	15486	15487	15488	15491	15492	15493	15494	15495	15496
15501	15506	15521	15522	15523	15524	15526	15527	15528	15529
15533	15536	15546	15553	15562	15570	15573	15602	15615	15628
15637	15644	15669	15670	15676	15677	15683	15685	15707	15718
15724	15727	15728	15734	15735	15736	15737	15740	15741	15742
15744	15745	15746	15747	15748	15750	15761	15769	15770	15772
15832	15836	15837	15838	15918	15927	15929	15932	15934	15937
15944	15953	15954	16060	16064	16097	16101	16102	16103	16104
16111	16117	16131	16135	16136	16138	16139	16140	16141	16142
16144	16148	16149	16150	16160	16162	16163	16166	16169	16176
16183	16184	16185	16186	16187	16216	16226	16229	16241	16253
16291	16296	16320	16321	16322	16326	16327	16343	16344	16347
16350	16351	16378	16397	16398	16401	16402	16403	16404	16407
16411	16412	16413	16434	16435	16438	16440	16441	16446	16447
16469	16500	16503	16509	16511	16512	16514	16515	16534	16535
16540	16549	16559	16565	16571	16579	16580	16583	16586	16590
16596	16604	16620	16632	16633	16634	16635	16636	16637	16638
16640	16642	16643	16644	16645	16646	16647	16648	16649	16651
16657	16658	16659	16667	16708	16728	16733	16738	16743	16747
16760	16761	16767	16780	16782	16800	16802	16806	16812	16813
16817	16818	16819	16820	16821	16824	16825	16826	16827	16828
16830	16831	16833	16842	16848	16853	16858	16860	16864	16865
16868	16886	16888	16894	16895	16900	16912	16913	16922	16923
16930	16935	16936	16943	16951	16954	16955	16956	16957	16959
16971	16972	16973	16982	16983	16984	16986	16992	16994	16995
16997	16998	17004	17012	17013	17014	17017	17028	17029	17030

17032	17033	17034	17035	17036	17037	17040	17041	17042	17044
17114	17115	17116	17118	17137	17138	17139	17140	17141	17142
17154	17156	17157	17158	17159	17161	17163	17177	17178	17184
17187	17188	17189	17190	17195	17196	17197	17199	17200	17201
17212	17213	17215	17216	17220	17330	17331	17332	17333	17334
17336	17339	17340	17343	17344	17346	17349	17351	17358	17359
17361	17362	17364	17369						

019.56 CO LIGHTING MAINT DIST NO 1697

00075	00076	00077	00084	00085	00086	00088	00090	00091	00092
00093	00096	00097	00098	00099	00100	00101	00103	00104	00106
00173	00174	00175	00176	00177	00178	00266	00267	00989	00991
00999	01000	01003	01005	01007	01009	01013	01015	01016	01020
01022	01023	01024	01025	01026	01029	01030	01031	01034	01035
01037	01039	01041	01043	01044	01046	01047	01050	01051	01052
01057	01062	01063	01065	01066	01067	01068	01069	01077	01081
01083	01086	01087	01089	01090	01092	01093	01098	01099	01100
01104	01108	01109	01110	01112	01113	01115	01118	01119	01120
01122	01123	01125	01126	01127	01128	01129	01130	01131	01132
01134	01135	01136	01137	01138	01139	01140	01141	01142	01143
01145	01146	01147	01148	01150	01153	01154	01161	01175	01177
01182	01191	01192	01194	01196	01199	01201	01202	01205	01206
01213	01217	01218	01222	01223	01227	01230	01232	01233	01234
01237	01240	01246	01247	01249	01250	01253	01256	01261	01262
01264	01266	01267	01269	01270	01310	01315	01345	01356	01421
01783	01826	01827	03788	03836	03837	03838	03843	03845	03849
05478	05479	05489	05491	05826	05984	05989	05998	06021	06473
06608	07893	07896	07897	07898	09744	10348	10381	10382	10383
10388	10389	10390	10391	10392	10568	10569	11448	11508	11602
11614	11615	11617	11618	11890	11895	11919	11920	11940	11952
13284	13285	13286	13287	13289	13290	13291	13292	13293	13295
13297	13299	13354	13356	13357	13358	13359	13403	13404	13405
13407	13413	13421	13422	13434	13435	13436	13557	13628	13726
13731	13736	13738	13739	13740	13741	13770	13785	13820	13896
13984	13985	13986	14057	14149	14150	14151	14152	14156	14157
14160	14161	14162	14167	14168	14169	14170	14171	14173	14174
14191	14192	14193	14194	14195	14196	14197	14198	14199	14200
14202	14203	14204	14205	14206	14207	14208	14209	14216	14247
14263	14264	14265	14266	14267	14268	14271	14281	14323	14343

14434	14438	14441	14489	14491	14492	14505	14514	14515	14516
14518	14519	14616	14618	14619	14727	14819	14825	14830	14831
14861	14981	14985	14995	15047	15048	15049	15200	15201	15202
15212	15213	15252	15257	15283	15285	15294	15312	15318	15319
15499	15500	15512	15534	15595	15717	15751	15752	15781	15782
15816	15817	15833	16245	16248	16249	16416	16436	16437	16442
16444	16445	16473	16725	16726	16896	16903	16904	16905	16906
16909	17002	17010	17011	17019	17021	17022	17155	17225	17265
17269	17271	17272	17273	17274	17275	17276	17277	17281	17282
17285	17286	17287	17288	17289	17290	17291	17292	17294	17295
17297	17299	17300	17301	17302	17303	17306	17307	17309	17312
17314	17315	17316	17317	17318	17319	17320	17321	17324	

021.66 CO LIGHTING MAINT DIST NO 1866

04312	04321	04439	05563	05564	05758	05759	05760	05761	05779
05780	08057	08082	08236	08337	08338	08441	08446	08447	08455
08456	08495	08496	08513	08550	09177	09300	09301	09304	09305
09308	09310	09311	09315	09316	09317	09324	09380	09381	09394
09395	09396	09398	09400	09405	09432	09491	10640	10792	11113
11185	11365	11420	12322	14499	14502	16876	16897		

023.06 CO LIGHTING MAINT DIST NO 10006

04943	04954	08624	08781	09369	10000	10005	10008	10010	10011
10014	10015	10016	10017	10018	10019	10020	10021	10022	10023
10024	10025	10026	10027	10028	10029	10030	10031	10032	10033
10034	10035	10036	10037	10038	10039	10040	10041	10042	10043
10044	10045	10046	10047	10048	10049	10050	10051	10052	10053
10054	10055	10056	10057	10058	10059	10060	10061	10064	10068
10070	10072	10074	10076	10077	10078	10079	10081	10082	10084
10085	10086	10090	10091	10092	10093	10094	10095	10096	10097
10098	10099	10100	10101	10102	10103	10104	10105	10106	10107
10108	10109	10110	10111	10112	10113	10114	10115	10116	10117
10118	10119	10120	10121	10122	10123	10124	10125	10126	10127
10128	10129	10130	10131	10132	10133	10134	10135	10136	10137
10138	10139	10141	10142	10144	10145	10146	10147	10148	10149
10150	10151	10152	10153	10154	10155	10156	10157	10158	10159
10160	10161	10162	10164	10165	10166	10167	10168	10169	10170

10173	10174	10175	10176	10177	10178	10179	10180	10181	10182
10183	10184	10185	10186	10187	10188	10189	10190	10305	10374
10376	10453	10469	10480	10547	10549	10590	10810	11535	11536
11540	11544	11545	11546	11547	11548	11554	11562	11563	11567
11568	11681	11710	11950	12348	14245	14246	14315	14331	14387
14420	14421	14422	14488	14511	14512	14513	14704	15096	15097
15469	16254	16255	16394	16395	16396	16439	16489	17185	17198

023.32 CO LIGHTING MAINT DIST NO 10032

01740	01755	01810	03996	04062	05964	05987	06022	06023	06097
06131	08030	08034	08036	08090	08093	08095	08096	08097	08098
08112	08113	08116	08117	08124	08125	08142	08145	08146	08147
08149	08150	08153	08155	08157	08158	08161	08162	08167	08170
08171	08197	08211	08212	08226	08360	08363	09038	10195	10212
10567	11462	11466	11467	11470	11471	11475	11476	11477	11478
11479	11480	11481	11482	11499	11690	11691	12922	13437	13773
13775	13826	13827	13831	13832	13833	13834	13899	13948	13954
13955	14073	14672	14673	14674	14973	16168	16177	16405	16406
16513	16891								

023.38 CO LIGHTING MAINT DIST NO 10038

01380	01381	01382	01383	01385	01386	01388	01389	01395	14651
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023.44 CO LIGHT MAINT DIS# 10045 ZONE A

00147	01759	01760	01761	01762	01763	01764	01765	01766	01767
01768	02509	02526	02528	02576	02577	02591	02592	02593	02594
02595	02596	02597	02598	02599	02612	03524	03525	03526	03527
03535	03538	03554	03555	03556	06007	06027	06395	06773	06785
06821	06867	06875	06876	06878	06879	06880	06882	06883	06886
06887	06888	06891	06893	06894	06895	06897	06898	06900	06901
06902	06903	06904	06906	06907	06909	06910	06912	06913	06914
06915	06916	06918	11459	11460	11496	11500	11501	11502	11503
11505	12403	12404	12405	13033	13039	13474	13475	13476	13478
13479	13480	13536	13537	13605	13684	14336	14345	14346	14510
15315	15456	15666	15667	15771	15834	15835	16084	16461	16462
16599	16753	16921	16949	17023	17179	17180			

023.45 CO LIGHT MAINT DIS# 10045 ZONE B

01760	01762	01764	01768	02509	02528	02576	02591	02592	02593
02594	02595	02596	02598	02599	03526	03538	03554	03555	03556
06395	06867	06875	06876	06887	06888	06894	06895	06900	06903
06906	13475	13476	13478	13536	15667	15771	15835	16753	16949

023.66 CO LIGHTING MAINT DIST NO 10066

02883	02891	02892	02893	02972	03005	03006	03010	03012	03015
03016	03017	03018	06637	06638	07256	07257	07272	07273	07275
07290	07294	07316	07339	07343	07344	07346	07347	07348	07349
07351	07354	07356	07357	07358	07359	07362	07367	07370	07371
07372	07373	07379	11103	11104	11105	11106	11296	16751	16979
16981									

023.75 COUNTY LIGHTING MAINT 10075

00192	07085	07087	07088	07093	07094	07095	07103	07108	07131
70132	07133	07155	17210						

023.81 COUNTY LTG. DIST. – CALABASAS

08069	08126	10880	10888	10889	10890	10892	10893	10896	10897
10899	10900	10902	10903	10904	10905	10909	10911	10912	10914
10918	10921	10924	10925	10926	10927	10928	10929	10930	10931
10932	10934	10935	10937	10940	10949	10950	10951	10952	10953
10954	10955	10956	10957	10959	10960	10961	10962	10963	10964
10972	10973	10975	10976	10977	10978	10979	10982	10983	10984
10985	10986	10987	10988	10998	11002	11015	11016	11017	11018
11019	11020	11021	11022	11023	11025	11026	11027	11029	11031
11032	11033	11034	11035	11036	11037	11039	11040	11042	11053
11054	11572	11573	11577	11578	11583	11584	11587	11589	11591
11594	11596	11599	11600	11601	11628	11650	11651	11654	11655
11699	11702	11705	11873	11877	11882	11953	11971	11973	12628
12695	14325	14326	14437	14486	14487	14490	14634	14635	14671
14823	14827	14828	14997	14998	15085	15390	15519	15520	15531
15630									

023.82 COUNTY LTG. DIST. – MALIBU

10848	10849	10850	10851	10852	10855	10857	10858	10859	10861
10862	10865	10868	10869	10872	10873	10875	11005	11046	11047
11048	11051	11052	11553	14829	14833	14835	15247	15249	

**ASSESSOR PARCEL NUMBERS
COUNTY LIGHTING MAINTENANCE DISTRICTS SUBDIVISION ANNEXATION
FISCAL YEAR 2025-26**

CLMD 1687 (UNINCORPORATED COUNTY)				
TRACT 60922				
2812-002-010	2812-061-054	2812-062-024	2812-067-006	2812-067-063
2812-002-011	2812-061-055	2812-062-025	2812-067-007	2812-067-064
2812-002-014	2812-061-056	2812-062-026	2812-067-016	2812-067-065
2812-002-016	2812-061-057	2812-062-027	2812-067-017	2812-067-066
2812-061-007	2812-061-058	2812-062-028	2812-067-019	2812-067-067
2812-061-008	2812-061-059	2812-062-029	2812-067-022	2812-067-068
2812-061-009	2812-061-060	2812-062-030	2812-067-023	2812-067-069
2812-061-010	2812-061-900	2812-062-031	2812-067-024	2812-067-070
2812-061-011	2812-061-901	2812-062-032	2812-067-025	2812-067-071
2812-061-016	2812-061-902	2812-062-033	2812-067-026	2812-067-072
2812-061-017	2812-061-906	2812-062-034	2812-067-027	2812-067-073
2812-061-019	2812-062-001	2812-062-035	2812-067-028	2812-067-074
2812-061-021	2812-062-002	2812-062-036	2812-067-029	2812-067-075
2812-061-024	2812-062-003	2812-062-037	2812-067-030	2812-067-076
2812-061-025	2812-062-004	2812-062-038	2812-067-031	2812-067-077
2812-061-026	2812-062-005	2812-062-039	2812-067-032	2812-067-078
2812-061-027	2812-062-006	2812-062-040	2812-067-033	2812-067-079
2812-061-028	2812-062-007	2812-062-053	2812-067-034	2812-067-080
2812-061-029	2812-062-008	2812-062-054	2812-067-035	2812-067-081
2812-061-031	2812-062-009	2812-062-055	2812-067-036	2812-067-082
2812-061-032	2812-062-010	2812-062-056	2812-067-039	2812-067-083
2812-061-038	2812-062-011	2812-062-057	2812-067-040	2812-067-084
2812-061-039	2812-062-012	2812-062-058	2812-067-044	2812-067-085
2812-061-041	2812-062-013	2812-062-059	2812-067-045	2812-068-001
2812-061-044	2812-062-014	2812-062-060	2812-067-046	2812-068-002
2812-061-045	2812-062-015	2812-062-061	2812-067-047	2812-068-003
2812-061-046	2812-062-016	2812-062-062	2812-067-050	2812-068-004
2812-061-047	2812-062-017	2812-062-063	2812-067-051	2812-068-005
2812-061-048	2812-062-018	2812-062-064	2812-067-052	2812-068-006
2812-061-049	2812-062-019	2812-067-001	2812-067-053	2812-068-007
2812-061-050	2812-062-020	2812-067-002	2812-067-054	2812-068-008
2812-061-051	2812-062-021	2812-067-003	2812-067-055	2812-068-009
2812-061-052	2812-062-022	2812-067-004	2812-067-056	2812-068-010

TRACT 60922		TR 53138		
2812-068-014	2812-068-067	2819-007-036	2819-023-019	2819-025-012
2812-068-015	2812-068-068	2819-007-037	2819-023-020	2819-025-013
2812-068-016	2812-068-069	2819-007-038	2819-023-021	2819-025-014
2812-068-025	2812-068-070	2819-007-039	2819-023-022	2819-025-015
2812-068-026	2812-068-071	2819-007-040	2819-023-023	2819-025-016
2812-068-027	2812-068-072	2819-007-041	2819-023-024	2819-025-017
2812-068-028	2812-068-073	2819-007-042	2819-023-025	TRACT 72680
2812-068-029	2812-068-074	2819-007-043	2819-023-026	2865-018-033
2812-068-031	2812-068-075	2819-007-044	2819-023-027	2865-018-034
2812-068-032	2812-068-076	2819-007-045	2819-023-028	2865-023-006
2812-068-033	2812-068-077	2819-007-046	2819-023-029	2865-023-007
2812-068-034	2812-068-078	2819-007-047	2819-023-031	2865-023-019
2812-068-035	TRACT 46205	2819-007-048	2819-023-032	2865-023-021
2812-068-036	3208-008-044	2819-007-049	2819-023-033	3247-026-056
2812-068-037	3208-008-048	2819-007-050	2819-023-034	3247-026-062
2812-068-038	3208-008-049	2819-007-051	2819-023-035	L043-2022
2812-068-039	3208-008-050	2819-007-052	2819-024-001	2854-003-005
2812-068-040	3208-008-051	2819-007-053	2819-024-002	2854-021-005
2812-068-041	3208-008-055	2819-007-054	2819-024-003	2854-021-006
2812-068-042	3208-008-056	2819-007-055	2819-024-004	2854-021-023
2812-068-043	3208-017-047	2819-007-056	2819-024-005	TRACT 65296
2812-068-044	TRACT 46277	2819-007-057	2819-024-006	8218-017-052
2812-068-045	4471-027-050	2819-023-001	2819-024-007	8218-017-053
2812-068-046	4472-028-041	2819-023-002	2819-024-008	TRACT 83666
2812-068-047	TRACT 46277-01	2819-023-003	2819-024-009	8173-017-030
2812-068-048	4473-028-004	2819-023-004	2819-024-010	TRACT 82160
2812-068-049	4473-028-005	2819-023-005	2819-024-011	8222-009-073
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2812-068-051	4473-028-903	2819-023-007	2819-024-013	8173-037-040
2812-068-052	4473-028-904	2819-023-008	2819-025-001	8173-037-041
2812-068-053	4473-028-905	2819-023-009	2819-025-002	8173-037-042
2812-068-054	TRACT 60259	2819-023-010	2819-025-003	8173-037-043
2812-068-055	2853-006-005	2819-023-011	2819-025-004	8173-037-057
2812-068-056	2853-007-002	2819-023-012	2819-025-005	
2812-068-057	2853-007-003	2819-023-013	2819-025-006	
2812-068-058	2854-003-006	2819-023-014	2819-025-007	
2812-068-059	3211-018-058	2819-023-015	2819-025-008	
2812-068-064	3211-019-017	2819-023-016	2819-025-009	
2812-068-065	TR 65943	2819-023-017	2819-025-010	
2812-068-066	8417-008-084	2819-023-018	2819-025-011	

	TR 52584		TRACT 49054
2866-078-010	3247-070-004	8222-009-103	4455-012-004
2866-078-024	3247-070-005	8222-009-104	4455-014-014
2866-078-025	3247-070-006	8222-009-116	4455-014-037
2866-078-027	3247-070-007	8222-009-117	4455-014-038
2866-078-032	3247-070-008	8222-009-118	4455-015-005
2866-079-001	3247-070-009	8222-009-119	4455-028-031
2866-079-002	3247-070-010	8222-009-120	4455-028-044
2866-079-003	3247-070-011	8222-009-121	4455-028-090
3247-069-001	3247-070-012	8222-009-122	4455-028-093
3247-069-002	3247-070-013	8222-009-123	4455-028-099
3247-069-003	3247-070-014	8222-009-124	4455-028-106
3247-069-004	3247-070-015	8222-009-125	4455-028-107
3247-069-005	3247-070-016	8222-009-126	4455-028-108
3247-069-006	3247-070-017	8222-009-127	4455-028-109
3247-069-007	3247-070-018	8222-009-128	4455-028-110
3247-069-008	3247-070-019	8222-009-129	4455-028-111
3247-069-009	3247-070-020	8222-009-130	4455-028-112
3247-069-010	3247-070-021	8222-009-131	4455-028-113
3247-069-011	3247-070-022	8222-009-132	4455-028-114
3247-069-012	3247-070-023	8222-009-133	4455-028-115
3247-069-013	3247-070-024	8222-009-149	4455-028-119
3247-069-014	3247-070-025	8222-009-150	4455-028-121
3247-069-015	3247-071-001	8222-009-151	4455-028-123
3247-069-016	3247-071-002	8222-009-152	4455-028-125
3247-069-017	3247-071-003	8222-009-153	4455-028-126
3247-069-018	3247-071-010	8222-009-154	4455-028-905
3247-069-019	TR 82160	8222-009-155	4455-043-001
3247-069-020	8222-009-078	8222-009-156	4455-043-002
3247-069-021	8222-009-079	8222-009-157	4455-043-003
3247-069-022	8222-009-080	8222-009-158	4455-043-004
3247-069-023	8222-009-081	8222-009-159	4455-043-005
3247-069-024	8222-009-082	8222-009-160	4455-043-008
3247-069-025	8222-009-083	8222-009-161	4455-043-009
3247-069-026	8222-009-084	8222-009-162	
3247-069-027	8222-009-085	8222-009-163	
3247-069-028	8222-009-086	8222-009-164	
3247-069-029	8222-009-087	8222-009-165	
3247-070-001	8222-009-088	8222-009-166	
3247-070-002	8222-009-101	8222-009-167	
3247-070-003	8222-009-102		

TRACT 61105

2826-002-022	2826-168-019	2826-172-001	2826-174-037	2826-175-021
2826-003-021	2826-168-020	2826-172-002	2826-174-038	2826-175-022
2826-003-036	2826-168-021	2826-172-003	2826-174-039	2826-175-023
2826-003-044	2826-168-022	2826-172-004	2826-174-040	2826-175-024
2826-003-045	2826-168-023	2826-173-002	2826-174-041	2826-175-025
2826-003-052	2826-168-024	2826-173-003	2826-174-042	2826-175-028
2826-003-058	2826-168-026	2826-173-006	2826-174-043	2826-175-029
2826-003-061	2826-168-027	2826-174-001	2826-174-044	2826-175-030
2826-003-062	2826-168-028	2826-174-003	2826-174-045	2826-175-031
2826-003-063	2826-168-029	2826-174-005	2826-174-046	2826-175-032
2826-003-065	2826-168-030	2826-174-056	2826-174-047	2826-175-033
2826-003-066	2826-168-031	2826-174-057	2826-174-048	2826-175-034
2826-003-067	2826-168-032	2826-174-008	2826-174-049	2826-175-035
2826-003-068	2826-168-034	2826-174-009	2826-174-050	2826-175-036
2826-003-070	2826-168-035	2826-174-010	2826-174-051	2826-175-037
2826-007-021	2826-168-036	2826-174-011	2826-174-052	2826-175-038
2826-008-046	2826-168-037	2826-174-012	2826-174-053	2826-175-039
2826-166-003	2826-168-038	2826-174-013	2826-174-054	2826-175-040
2826-166-004	2826-168-039	2826-174-014	2826-174-055	2826-175-043
2826-166-900	2826-168-040	2826-174-015	2826-174-058	2826-175-044
2826-166-901	2826-168-041	2826-174-016	2826-174-059	2826-175-045
2826-167-001	2826-168-042	2826-174-017	2826-174-060	2826-175-046
2826-167-002	2826-168-043	2826-174-019	2826-174-061	2826-175-047
2826-167-003	2826-168-044	2826-174-020	2826-174-062	2826-175-049
2826-168-001	2826-168-045	2826-174-021	2826-174-063	2826-175-050
2826-168-002	2826-168-046	2826-174-022	2826-174-064	2826-175-051
2826-168-003	2826-168-047	2826-174-023	2826-174-065	2826-175-052
2826-168-004	2826-168-048	2826-174-024	2826-175-001	2826-175-053
2826-168-008	2826-169-001	2826-174-026	2826-175-011	2826-175-054
2826-168-009	2826-169-002	2826-174-027	2826-175-012	2826-175-056
2826-168-010	2826-170-001	2826-174-028	2826-175-013	2826-175-057
2826-168-011	2826-171-001	2826-174-029	2826-175-014	2826-175-058
2826-168-012	2826-171-002	2826-174-030	2826-175-015	2826-175-059
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2826-168-016	2826-171-006	2826-174-035	2826-175-019	2826-175-063
2826-168-018	2826-171-007	2826-174-036	2826-175-020	2826-175-064

TRACT 61105

2826-175-065	2826-177-032	2826-177-073	2826-179-001	2826-180-036
2826-175-066	2826-177-033	2826-177-074	2826-179-002	2826-180-037
2826-175-067	2826-177-034	2826-177-075	2826-179-003	2826-181-001
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2826-175-069	2826-177-036	2826-177-077	2826-179-005	2826-182-009
2826-175-070	2826-177-037	2826-177-078	2826-180-001	2826-182-010
2826-175-071	2826-177-039	2826-177-079	2826-180-002	2826-182-011
2826-175-072	2826-177-040	2826-177-080	2826-180-003	2826-182-012
2826-175-073	2826-177-041	2826-177-081	2826-180-004	2826-182-013
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2826-175-076	2826-177-044	2826-177-084	2826-180-007	2826-182-022
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2826-176-006	2826-177-048	2826-177-088	2826-180-012	2826-182-026
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2826-177-026	2826-177-067	2826-177-107	2826-180-030	2826-182-047
2826-177-027	2826-177-068	2826-177-108	2826-180-031	2826-182-048
2826-177-028	2826-177-069	2826-178-001	2826-180-032	2826-182-050
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TRACT 61105

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2826-182-063	2826-183-012	2826-183-054	2826-184-024	2826-184-067
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2826-182-099	2826-183-039	2826-184-010	2826-184-051	2826-184-092
2826-182-100	2826-183-040	2826-184-011	2826-184-052	2826-184-093
2826-182-102	2826-183-041	2826-184-012	2826-184-053	2826-184-094
2826-182-103	2826-183-042	2826-184-013	2826-184-054	2826-184-095
2826-182-106	2826-183-043	2826-184-014	2826-184-057	2826-184-096
2826-182-107	2826-183-044	2826-184-015	2826-184-058	2826-184-097
2826-182-108	2826-183-046	2826-184-016	2826-184-059	2826-184-099
2826-182-109	2826-183-047	2826-184-017	2826-184-060	2826-184-100

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2826-184-101	2826-186-012	2826-187-018	2826-188-032	2826-189-024
2826-184-102	2826-186-013	2826-187-019	2826-188-033	2826-189-025
2826-184-103	2826-186-014	2826-187-020	2826-188-034	2826-189-026
2826-184-104	2826-186-015	2826-187-021	2826-188-035	2826-189-027
2826-184-105	2826-186-016	2826-187-022	2826-188-036	2826-189-028
2826-184-106	2826-186-017	2826-187-023	2826-188-037	2826-189-029
2826-184-107	2826-186-018	2826-187-024	2826-188-038	2826-189-030
2826-184-108	2826-186-019	2826-187-025	2826-188-039	2826-189-031
2826-184-109	2826-186-020	2826-188-001	2826-188-040	2826-189-032
2826-184-110	2826-186-021	2826-188-002	2826-188-041	2826-189-033
2826-184-111	2826-186-022	2826-188-003	2826-188-042	2826-189-034
2826-184-112	2826-186-023	2826-188-004	2826-188-043	2826-189-035
2826-184-113	2826-186-024	2826-188-005	2826-188-044	2826-189-036
2826-184-114	2826-186-025	2826-188-006	2826-188-045	2826-189-037
2826-184-115	2826-186-026	2826-188-007	2826-188-046	2826-189-038
2826-184-116	2826-186-027	2826-188-008	2826-188-047	2826-189-039
2826-184-117	2826-186-028	2826-188-009	2826-189-001	2826-189-040
2826-184-118	2826-186-029	2826-188-010	2826-189-002	2826-189-041
2826-184-119	2826-186-030	2826-188-011	2826-189-003	2826-189-042
2826-185-001	2826-186-031	2826-188-012	2826-189-004	2826-189-043
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2826-185-003	2826-186-033	2826-188-014	2826-189-006	2826-189-045
2826-185-004	2826-187-001	2826-188-015	2826-189-007	2826-189-046
2826-185-005	2826-187-002	2826-188-016	2826-189-008	2826-189-047
2826-185-006	2826-187-003	2826-188-017	2826-189-009	2826-190-001
2826-185-007	2826-187-004	2826-188-018	2826-189-010	2826-190-002
2826-185-008	2826-187-005	2826-188-019	2826-189-011	2826-190-003
2826-185-010	2826-187-006	2826-188-020	2826-189-012	2826-190-004
2826-186-001	2826-187-007	2826-188-021	2826-189-013	2826-190-005
2826-186-002	2826-187-008	2826-188-022	2826-189-014	2826-190-006
2826-186-003	2826-187-009	2826-188-023	2826-189-015	2826-190-007
2826-186-004	2826-187-010	2826-188-024	2826-189-016	2826-190-008
2826-186-005	2826-187-011	2826-188-025	2826-189-017	2826-190-009
2826-186-006	2826-187-012	2826-188-026	2826-189-018	2826-190-010
2826-186-007	2826-187-013	2826-188-027	2826-189-019	2826-190-011
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2826-186-009	2826-187-015	2826-188-029	2826-189-021	2826-190-013
2826-186-010	2826-187-016	2826-188-030	2826-189-022	2826-190-014
2826-186-011	2826-187-017	2826-188-031	2826-189-023	2826-190-015

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2826-190-017	2826-193-005	2826-197-001	2826-201-014	2826-202-032
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2826-190-019	2826-194-002	2826-197-003	2826-201-016	2826-202-034
2826-190-020	2826-194-003	2826-197-004	2826-201-017	2826-202-035
2826-190-021	2826-194-004	2826-197-005	2826-201-018	2826-202-036
2826-190-022	2826-194-005	2826-197-006	2826-201-019	2826-202-037
2826-190-023	2826-194-006	2826-198-001	2826-201-020	2826-202-038
2826-190-024	2826-194-007	2826-198-002	2826-201-021	2826-202-039
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2826-190-027	2826-194-010	2826-198-005	2826-202-003	2826-202-042
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2826-190-029	2826-194-012	2826-199-002	2826-202-005	2826-202-044
2826-190-030	2826-194-013	2826-199-003	2826-202-006	2826-202-045
2826-190-031	2826-195-001	2826-199-004	2826-202-007	2826-202-046
2826-190-032	2826-195-002	2826-199-005	2826-202-008	2826-202-047
2826-190-033	2826-195-003	2826-199-006	2826-202-009	2826-202-048
2826-190-034	2826-195-004	2826-199-007	2826-202-010	2826-202-049
2826-190-035	2826-195-005	2826-199-008	2826-202-011	2826-202-050
2826-190-036	2826-195-006	2826-199-009	2826-202-012	2826-202-051
2826-190-037	2826-195-007	2826-199-900	2826-202-013	2826-202-052
2826-190-038	2826-195-008	2826-199-901	2826-202-014	2826-202-053
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2826-191-002	2826-195-010	2826-200-002	2826-202-016	2826-202-055
2826-191-003	2826-195-011	2826-200-003	2826-202-017	2826-202-056
2826-191-004	2826-195-012	2826-200-004	2826-202-018	2826-202-057
2826-191-005	2826-195-013	2826-201-001	2826-202-019	2826-202-058
2826-191-006	2826-195-014	2826-201-002	2826-202-020	2826-202-059
2826-192-001	2826-195-015	2826-201-003	2826-202-021	2826-202-060
2826-192-002	2826-195-016	2826-201-004	2826-202-022	2826-202-061
2826-192-003	2826-195-017	2826-201-005	2826-202-023	2826-202-062
2826-192-004	2826-195-018	2826-201-006	2826-202-024	2826-202-063
2826-192-005	2826-195-019	2826-201-007	2826-202-025	2826-202-064
2826-192-006	2826-196-001	2826-201-008	2826-202-026	2826-202-065
2826-192-007	2826-196-002	2826-201-009	2826-202-027	2826-202-066
2826-193-001	2826-196-003	2826-201-010	2826-202-028	2826-202-067
2826-193-002	2826-196-004	2826-201-011	2826-202-029	2826-202-068
2826-193-003	2826-196-005	2826-201-012	2826-202-030	2826-202-069
2826-193-004	2826-196-006	2826-201-013	2826-202-031	2826-202-170

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2826-202-071	2826-204-003
2826-202-072	2826-204-004
2826-202-073	2826-205-001
2826-202-074	2826-205-002
2826-202-075	2826-205-003
2826-202-076	2826-205-004
2826-202-077	2826-205-005
2826-202-078	2826-205-006
2826-202-079	2826-205-007
2826-202-080	2826-205-008
2826-202-081	2826-205-009
2826-202-082	2826-205-010
2826-202-083	
2826-202-084	
2826-202-085	
2826-202-086	
2826-202-087	
2826-202-088	
2826-202-089	
2826-202-090	
2826-202-091	
2826-202-092	
2826-202-093	
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2826-202-095	
2826-202-096	
2826-202-097	
2826-202-098	
2826-202-099	
2826-202-100	
2826-203-001	
2826-203-002	
2826-203-003	
2826-203-004	
2826-203-005	
2826-204-001	
2826-204-002	

**ASSESSOR PARCEL NUMBERS
COUNTY LIGHTING MAINTENANCE DISTRICTS PETITION ANNEXATION
FISCAL YEAR 2025-26**

**CLMD 1687
(UNINCORPORATED COUNTY)**

There were no Improvement Zones formed nor successful petition annexations to annex territory to the County Lighting Districts in FY 2024-25.

**LOS ANGELES COUNTY PUBLIC WORKS
COUNTY LIGHTING MAINTENANCE DISTRICTS AND
COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1
ENGINEER'S REPORT
FISCAL YEAR 2025-26**

**APPENDIX G - FUNDING DESIGNATIONS FOR
STREETLIGHT CAPITAL IMPROVEMENTS**

Lighting District	Fund Designation
CMD 1687 (Unincorporated Area)	\$4,000,000 ¹ \$2,000,000 ²
CLMD 10032 (Agoura Hills)	\$ 80,000 ¹ \$1,964,000 ³
Bell Gardens Lighting District	\$ 135,000 ¹ \$1,054,000 ³
Calabasas Lighting District	\$ 72,000 ¹ \$3,592,000 ³
CLMD 1697 (Carson)	\$ 400,000 ¹ \$11,279,000 ³
CLMD 10006 (Diamond Bar)	\$ 146,000 ¹ \$5,934,000 ³
CLMD 1575 (La Cañada Flintridge)	\$ 93,000 ¹ \$4,142,000 ³
CLMD 10045 (La Mirada) Zone A	\$ 224,000 ¹ \$ 100,000 ² \$4,541,000 ³
Zone B	\$ 40,000 ¹ \$92,000 ³
Lawndale Lighting District	\$ 188,000 ¹ \$7,601,000 ³

Lighting District	Fund Designation
CLMD 10038 (Lomita)	\$ 105,000 ¹

	\$ 4,036,000 ³
Malibu Lighting District	\$ 210,000 ¹ \$11,248,000 ³
CLMD 10066 (Paramount)	\$ 277,000 ¹ \$ 400,000 ² \$ 5,036,000 ³
CLMD 10075 (Rolling Hills Estates) Zone A Zone B	\$ 58,000 ¹ \$ 978,000 ³
CLMD 1866 (Walnut)	\$ 68,000 ¹ \$ 1,646,000 ³

Note: Property tax and assessment revenues collected from benefited property owners whose parcels are located within the County Lighting Districts can be designated for capital improvement projects. Under the Improvement Act of 1911, property tax revenues can be used for the repair, removal, or replacement of all or any part of a public lighting facility or any appurtenant or accessory structure therein. Assessment revenues collected under the provisions of the Landscaping and Lighting Act of 1972 can be used for the repair, removal, or replacement of all or any part of a public lighting facility or any appurtenant or accessory structure therein, including the construction of additional streetlights. Under Senate Bill 1323, approved by the Governor on July 9, 2018, both property tax and assessment revenues can be used to perform maintenance and make improvements pursuant to the Landscaping and Lighting Act of 1972.

- ¹ Funding designated for miscellaneous new installations, upgrades, and improvements district-wide.
- ² Funding designated for specific City or County approved improvements, and miscellaneous improvements, installations, and upgrades - see attached Capital Improvement Project Descriptions.
- ³ Committed for Streetlight Pole Upgrade Program - Conversion of streetlights on wood poles to concrete poles with underground wiring (District-wide) or conversion to LED lighting.

**CAPITAL IMPROVEMENT PROJECT DESCRIPTION
FISCAL YEAR 2025-26**

Sup District	CLMD	Location	Project Description	Total Estimated Costs
4	10045A	Alondra Bl from Trojan Way to Stage Rd	Installation of 12 streetlights on concrete poles with underground wiring (6 streetlights on single poles and 6 streetlights on 3 double mast arms)	\$100,000
TOTAL COST FOR LA MIRADA ZONE A				\$100,000

Sup District	CLMD	Location	Project Description	Total Estimated Costs
4	10066	District-wide at Various Locations	Installation of over 200 new streetlights on wood and concrete poles	\$400,000
TOTAL COST FOR PARAMOUNT ZONE				\$400,000

Sup District	CLMD	Location	Project Description	Total Estimated Costs
All	1687	Unincorporated areas	Streetlight maintenance	\$1,800,000
All	1687	Unincorporated areas	Steel pole replacement – environmental assessment/documentation	\$200,000
TOTAL COST FOR UNINCORPORATED ZONE				\$2,000,000

**LOS ANGELES COUNTY PUBLIC WORKS
COUNTY LIGHTING MAINTENANCE DISTRICTS AND
COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1
ENGINEER'S REPORT
FISCAL YEAR 2025-26**

APPENDIX H - BUDGET ESTIMATE

Area or Zone	Fund No. (CLMD/LLA-1)	Estimated Expenditures ¹	To be Funded Through Assessment	Number of Usage Units	Assessment Per Unit
Unincorporated	F46/EK1	\$20,750,000 ²	\$1,193,245	238,649	\$ 5.00
Agoura Hills	FJ5/EK2	\$ 446,000	\$ 0	-	\$ 0.00
Bell Gardens	E07/EK3	\$ 380,000	\$ 9,600	9,600	\$ 1.00
Calabasas	E01/EA1	\$ 441,000	\$ 147,682	5,274	\$28.00
Carson	F59/EK4	\$ 1,538,000	\$ 880,592	25,160	\$35.00
Diamond Bar	FF9/EM6	\$ 1,328,000	\$ 234,143	18,011	\$13.00
La Cañada Flintridge	F28/EK6	\$ 325,000	\$ 0	-	\$ 0.00
La Mirada					
Zone A	FK6/EK8	\$ 848,000 ²	\$ 254,370	12,719	\$20.00
Zone B	FL1/EK9	\$ 58,000	\$ 1,881	1,881	\$ 1.00
Lawndale	E41/EL3	\$ 330,000	\$ 0	-	\$ 0.00
Lomita	FK1/EL4	\$ 277,000	\$ 126,106	7,418	\$17.00
Malibu	E02/EA2	\$ 238,000	\$ 0	-	\$ 0.00
Paramount	FN5/EL6	\$ 1,052,000 ²	\$ 246,445	14,237	\$17.31
Rolling Hills Estates					
Zone A	FP3/EM1	\$ 84,000	\$ 0	-	\$ 0.00
Zone B	FP3/EM2	0	\$ 0	-	\$ 0.00
Walnut	FB8/EM3	\$ 276,000	\$ 47,680	4,768	\$10.00

- ¹ Excludes the funding designated for miscellaneous new installations, upgrades, and improvements shown in Appendix G.
- ² Includes funding designated for specific City or County approved improvements, LED conversion, miscellaneous improvements, installations and upgrades.

The cost of operation, maintenance, and capital improvement expenditures shown in Appendices B, C, D, and E for street lighting improvements during FY 2024-25 are included in the FY 2025-26 levying of assessments as follows:

County Lighting District Landscaping and Lighting Act-1 Zones	Estimated Cost
Unincorporated	\$333,234

**BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES
RESOLUTION OF INTENTION TO ORDER THE
LEVYING OF ASSESSMENTS IN
COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1
FOR FISCAL YEAR 2025-26 PURSUANT TO PROVISIONS OF
LANDSCAPING AND LIGHTING ACT OF 1972 TO PROVIDE
SUPPLEMENTAL FUNDS FOR OPERATION OF
EXISTING STREETLIGHTS**

WHEREAS, on July 24, 1979, the Board of Supervisors of the County of Los Angeles approved the formation of County Lighting District Landscaping and Lighting Act-1, and a separate zone therein, for each of the County Lighting Maintenance Districts serving the unincorporated territory and the Cities of Agoura Hills, Bell Gardens, Calabasas, Carson, Diamond Bar, La Cañada-Flintridge, La Mirada, Lawndale, Lomita, Malibu, Paramount, Rolling Hills Estates, and Walnut to provide supplemental funds for the operation of streetlights; and

WHEREAS, on March 18, 2025, the Board of Supervisors adopted a Resolution Ordering Engineer's Report for Fiscal Year 2025-26 for the levying of assessments for street lighting purposes for each zone in County Lighting District Landscaping and Lighting Act-1, as required by law; and

WHEREAS, on May 6, 2025, the Board of Supervisors has approved and filed the Engineer's Report for the aforementioned zones in County Lighting District Landscaping and Lighting Act-1 showing estimated operating costs and recommended assessments for each zone in County Lighting District Landscaping and Lighting Act-1 as required by law.

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

SECTION 1. The public interest and convenience require, that it is the intention of said Board of Supervisors to order the expense necessary for the operation, maintenance, repairs, replacement, electric current, care, supervision, and all other items necessary for proper operation and maintenance of streetlights located within County Lighting District Landscaping and Lighting Act-1, shall be assessed upon each lot or parcel of land lying within County Lighting District Landscaping and Lighting Act-1 in proportion to the estimated benefits received from the existing street lighting improvements, and which should be assessed to pay the expense of the operation and maintenance of said improvements. The Engineer's Report on file with the Executive Officer of the Board of Supervisors describes the boundaries of County Lighting District Landscaping and Lighting Act-1, and the zones located therein, including the locations of improvements and proposed assessments on each lot or parcel of land included therein.

SECTION 2. The proposed assessments for Fiscal Year 2025-26, in all of the aforementioned Zones, are proposed to remain at the same level as the Fiscal Year 2024-25 assessment amounts. Property owners are referred to their last property tax bill for their individual existing annual street lighting assessment amount. A table showing the designated usage units on the basis of benefits received for each type of property use can also be obtained by writing to or calling the Los Angeles County Public Works (see Sections 8 and 9 for address and telephone number).

SECTION 3. The amounts to be assessed for the expense of such operation and maintenance of the work or improvements described above shall be levied and collected in the same manner and by the same officers as taxes expended for operation, maintenance, and service in all street lighting zones in County Lighting District Landscaping and Lighting Act-1, as described in the Engineer's Report and Section 1 of this Resolution.

SECTION 4. The proceedings for the levying of assessments shall be taken under and in accordance with an act of the Legislature of the State of California, known and designated as the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.).

SECTION 5. On May 27, 2025, at the hour of 9:30 a.m. of said day, is the day and hour at 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 at Grand Avenue), Los Angeles, California 90012, the place fixed by the said Board of Supervisors when and where any and all interested persons may hear and be heard regarding proposed street lighting assessments in all street lighting zones in County Lighting District Landscaping and Lighting Act-1.

SECTION 6. The Executive Officer of the Board of Supervisors shall give notice of the public hearing for all of the aforementioned Zones of County Lighting District Landscaping and Lighting Act-1 pursuant to Section 22626(a) of the California Streets and Highways Code, in the form and manner specified in Sections 22552 and 22553 of the California Streets and Highways Code to be published in the _____ newspaper(s), published and circulated in the County of Los Angeles, which is hereby designated for this purpose, not less than 10 days prior to the date of said hearing, as stated above in this resolution.

SECTION 7. The Executive Officer of the Board of Supervisors shall cause notice of said hearing to be posted in the form and manner specified by Section 22554 of the California Streets and Highways Code.

Los Angeles County Public Works
Traffic Safety and Mobility Division
Street Lighting Section
P.O. Box 1460
Alhambra, CA 91802-1460

SECTION 9. Additional information regarding the proposed assessments may be obtained by calling Los Angeles County Public Works, Traffic Safety and Mobility Division, Street Lighting Section, at (800) 618-7575.

[illegible]

The foregoing Resolution of Intention was adopted on the _____ day of _____, 2025, by the Board of Supervisors of the County of Los Angeles and ex-officio of 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
County Counsel

By Talin Halabi
Senior Deputy County Counsel

**CONSEJO DE SUPERVISORES DE EL
CONDADO DE LOS ANGELES
RESOLUCIÓN SOBRE LA INTENCIÓN DE ORDENAR
LA RECAUDACIÓN DE IMPUESTOS
EN EL DISTRITO DE ILUMINACIÓN LLA-1 DEL CONDADO
PARA EL AÑO FISCAL 2025-26
DE ACUERDO CON LAS PROVISIONES
DEL ACTO DE MEJORAMIENTO DE JARDINES Y ILUMINACIÓN DE 1972
PARA PROVEER FONDOS SUPLEMENTARIOS PARA
LA OPERACIÓN DE ILUMINACIÓN DE CALLES EXISTENTES**

SIENDO ASI, en el 24 de julio de 1979, el Consejo de Supervisores del Condado de Los Angeles aprobó la formación del Distrito de Iluminación LLA-1 del Condado, y un Zona separado en eso, para cada Distrito del Condado Mantenimiento del Alumbrado sirviendo territorios no incorporados y las Ciudades de Agoura Hills, Bell Gardens, Calabasas, Carson, Diamond Bar, La Cañada Flintridge, La Mirada, Lawndale, Lomita, Malibu, Paramount, Rolling Hills Estates, y Walnut, con el propósito de proveer fondos suplementarios para la operación de la iluminación de calles; y

SIENDO ASI, en el 18 de Marzo de 2025, el Consejo de Supervisores adoptó una Resolución para el Año Fiscal 2025-26 que Ordena El Reporte de Ingenieros la recaudación de impuestos par las luces publicas en cada Zona en el Distrito de Iluminación LLA-1 del Condado, como es requerido por la ley; y

SIENDO ASI, el 6 de Mayo de 2025, el Consejo de Supervisores aprobado y registrado el Reporte de Ingeniero Corregido que muestra los presupuestos costos de operación e impuestos recomendados para cada Zona dentro de el Distrito de Iluminación LLA-1 del Condado, como es requerido por la ley.

AHORA, POR ESTO, SEA RESUELTO, por el Consejo de Supervisores del Condado de Los Angeles, Estado de California:

SECCIÓN 1. Que el interés y la conveniencia pública requierer, y es la intención de dicho Consejo de Supervisores ordenar, que el costo necesario para la operación, mantenimiento, reparaciones, repuesto, corriente eléctrica, cuidado, supervisión, y todos los artículos necesarios para la operación y mantenimiento apropiado del Distrito de Iluminación del Condado LLA-1 deberá ser tasado para pagar cada lote ó parcela de terreno que está dentro del Distrito en proporción a los beneficios anticipados a recibir el mejoramiento de iluminación de calles existentes, y cual debería ser tasado para pagar el costo de operación y mantenimiento de dichos mejoramientos. El Reporte de Ingeniero, registrado con el Oficial Ejecutivo del Consejo de Supervisores, describe las fronteras del Distrito y las Zonas dentro, incluido los localizaciones de mejoramientos del Distrito, e impuestos propuestos en cada lote ó parcela de terreno incluido dentro.

SECCIÓN 2. Las evaluaciones propuestas para el año Fiscal 2025-26, en todas las Zonas mencionadas, se proponen permanecer en el mismo nivel que la cantidad de evaluación del año Fiscal 2024-25. Propietarios son referidos a su última factura de impuestos de propiedad para las cantidades individuales existente anuales del alumbrado público. Una tabla que muestra el uso de las unidades designadas sobre la base de los beneficios recibidos para cada tipo de uso de la propiedad también se puede obtener escribiendo o llamando Los Angeles Obras Públicas del Condado (Vea las secciones 8 y 9 abajo para la dirección y el número de teléfono).

SECCIÓN 3. Que las cantidades a ser tasadas por el costo de tal operación y mantenimiento de trabajo y mejoramientos anotados arriba deberán de ser recaudados y colectados de la misma manera y por los mismos oficiales que los impuestos empleados para la operación, mantenimiento, y servicio de los Distritos, todos como han sido definidos en el Reporte de Ingeniero y sección 1 de esta Resolución.

SECCIÓN 4. Que los procedimientos para la recaudación de impuestos deberán ser llevados bajo y en acuerdo con un acto de la Legistatura del Estado de California, conocido y designado como el Acto de Mejoramiento de Jardines e Iluminación de 1972 (Código de las Calles y Carreteras de California seccion 22500 et seq.).

SECCIÓN 5. Que el 27 de Mayo de 2025, a la hora de 9:30 a.m., de dicho día es el día y la hora en los Cuartos del Consejo de Supervisores del Condado de Los Angeles, Cuarto 381B, Kenneth Hahn Hall of Administration, 500 West Temple Street, (esquina de Temple Street y Grand Avenue), Los Angeles, California 90012, el lugar fijado por dicho Consejo de Supervisores, cuando y donde cualquier persona interesada puede escuchar y ser escuchada acerca de los impuestos de iluminación de calles propuestos en todas las Zonas de la iluminación de calles en el Distrito de Iluminación del Condado LLA-1.

SECCIÓN 6. El Oficial Ejecutivo del Consejo de Supervisores deberá redactar un aviso de la audiencia pública para todas las Zonas ya mencionadas del Distrito de Iluminación del Condado LLA-1, segun al seccion 22626(a) del Código de las Calles y Carreteras de California, en la forma y manera especificada en secciones 22552 y 22553 del Código de las Calles y Carreteras de California, y será publicado en el _____, periódico(s) publicado(s) y circulado(s) en el Condado de Los Angeles, el cual ha sido designado para este propósito, no menos de diez días antes de la fecha de tal audiencia, como se menciona arriba en esta Resolución.

SECCIÓN 7. El Oficial Ejecutivo del Consejo de Supervisores deberá redactar un aviso de dicha audiencia y será anunciado todo en la forma y manera especificada en la sección 22554 del Código de las Calles y Carreteras de California.

SECCIÓN 8. Comentarios públicos por escrito acerca del propuesto impuesto pueden ser sometidos para consideración en dicha audiencia. Estos deben de ser dirigidos como sigue incluyendo nombres, direcciones, y números de parcelas de los dueños de propiedad, tal y como aparecen en su última letra de impuestos:

Los Angeles County Public Works
Traffic Safety and Mobility Division
Street Lighting Section
P.O. Box 1460
Alhambra, CA 91806-1460

SECCIÓN 9. Que información adicional acerca del propuesto impuesto puede obtenerse llamando al Departamento de Obras Públicas del Condado de Los Angeles, División Tránsito y Iluminación (Traffic and Lighting Division), Sección de Iluminación de Calles, al teléfono (800) 618-7575.

La anterior resolución sobre la intención fué adoptada el __ día de _____, 2025, por el Consejo de Supervisores del Condado de Los Angeles y ex-oficio del cuerpo gubernamental de todos los distritos con tasación especial e impuestos, agencias, y autoridades por cuyo Consejo actúa.

**BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES
RESOLUTION CONFIRMING THE DIAGRAM AND
ASSESSMENT AND ORDERING OF ASSESSMENTS IN
COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1
FOR FISCAL YEAR 2025-26**

WHEREAS, the Board of Supervisors on March 18, 2025, adopted a Resolution of Intention to Order the Levying of Assessments in County Lighting District Landscaping and Lighting Act-1 for Fiscal Year 2025-26, for the purpose of providing supplemental funds for the operation and maintenance of streetlights for each separate Zone therein, serving the unincorporated territory and the Cities of Agoura Hills, Bell Gardens, Calabasas, Carson, Diamond Bar, La Cañada-Flintridge, La Mirada, Lawndale, Lomita, Malibu, Paramount, Rolling Hills Estates, and Walnut, pursuant to the provisions of the Landscaping and Lighting Act of 1972; and

WHEREAS, the Department of Public Works has prepared and filed an Engineer's Report with the Board of Supervisors as required by law; and

WHEREAS, the Board did proceed to give notice in the manner required by law of the time and place for a public hearing on the levying of the proposed assessments; and

WHEREAS, said Board has heard all testimony and evidence and is desirous of proceeding with levying of assessments.

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

SECTION 1. The Board of Supervisors of the County of Los Angeles hereby finds the public safety and convenience require the continued operation and maintenance of the street lighting improvements in County Lighting District Landscaping and Lighting Act-1.

SECTION 2. It is just and equitable, and in the public interest for the expenses for the installation and maintenance of additional lights within County Lighting District Landscaping and Lighting Act-1 be paid by the lighting districts as a whole for Fiscal Year 2025-26.

SECTION 3. The lighting districts diagrams and assessments as set forth in said report, or as modified, are hereby approved, confirmed, and adopted by this Board.

SECTION 4. The adoption of this resolution constitutes the continuance of the previous Fiscal Year 2024-25 levy of assessments for all of the aforementioned zones

in County Lighting District Landscaping and Lighting Act-1 for the fiscal year commencing July 1, 2025, and ending June 30, 2026.

SECTION 5. The amount to be assessed for the expenses of the operation, maintenance, and service, as described in said Engineer's Report and resolution, shall be levied and collected in the same manner and by the same officers as taxes for County purposes are levied and collected, and shall be disbursed and expended for operation, maintenance, and service of the said lighting districts, all as described in the Engineer's Report and in Section 1 of the Resolution of Intention.

SECTION 6. The Clerk of the Board is hereby ordered and directed to file a certified copy of the lighting districts diagrams and assessments together with a certified copy of this resolution upon its adoption with the County Assessor and Auditor-Controller.

[illegible]

The foregoing Resolution Confirming a Diagram and Assessment was adopted on the _____ day of _____, 2025, by the Board of Supervisors of the County of Los Angeles and ex-officio of 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
County Counsel

By Talin Halabi
Senior Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025	
BOARD MEETING DATE	5/6/2025	
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	Water Pipeline Franchise Granted to Llano Del Rio Water Company	
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:	
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 ordinance granted to Llano Del Rio will expire on May 10, 2025.	
COST & FUNDING	Total cost: \$10,000	Funding source: County General Fund
	TERMS (if applicable):	
	Explanation: Llano Del Rio will pay the County a granting fee of \$10,000 within 30 days of the adoption of the ordinance and an annual franchise fee of 2 percent of its gross annual receipts arising from the use, operation, or possession of the franchise but not less than 1 percent of the gross annual receipts from the sale of water in the service areas of the County. These amounts will be deposited into the County General Fund-Nondepartmental Revenue. For the 2023 calendar year, Llano Del Rio reported and paid the County a total annual franchise fee of \$1,726.54, which was deposited into the County General Fund-Nondepartmental Revenue.	
PURPOSE OF REQUEST	Llano Del Rio requires this 15-year franchise to continue using the County's right of way while providing continued provisions of water services to County residents within Llano Del Rio's service area located in the County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed franchise will allow Llano Del Rio to continue to use the right of way and will obligate Llano Del Rio to comply with the terms of the new franchise.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Priority No. 7: Sustainability–The revenues received from this transaction will help promote fiscal responsibility while providing continuous provisions of water to County residents.	

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Ramirez, Deputy Director, (626) 458-4008, luramire@pw.lacounty.gov
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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:

May 6, 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:

**TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE
TO GRANT A WATER PIPELINE FRANCHISE
TO LLANO DEL RIO WATER COMPANY
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to grant a water pipeline franchise to Llano Del Rio Water Company.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and the record of the project.
2. Approve the Resolution of Intention to Grant a 15-year Water Pipeline Franchise to Llano Del Rio Water Company within the County.
3. Introduce, waive reading, and place on the Board of Supervisors' agenda for adoption an ordinance to grant a 15-year water pipeline franchise to Llano Del Rio Water Company; set the matter for a public hearing on May 27, 2025, or on the next available public hearing date within 60 days from the date of adoption of the resolution of intention; and instruct the Executive Officer of the Board of Supervisors to publish a Notice of Public Hearing pursuant to Section 6232 of the California Public Utilities Code.

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

Adopt the ordinance to grant a 15-year water pipeline franchise to Llano Del Rio Water Company.

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 the Board of Supervisors to approve the enclosed resolution of intention (Enclosure A), schedule a public hearing, and publish a Notice of Public Hearing, as needed, to adopt the enclosed ordinance (Enclosure B) to grant a 15-year water pipeline franchise to Llano Del Rio Water Company.

On March 23, 2010, the Board adopted Ordinance No. 2010-0013F granting Llano Del Rio a 15-year water pipeline franchise, which will expire on May 10, 2025. Adopting the ordinance will allow Llano Del Rio to continue to use the County's right of way and will obligate Llano Del Rio to comply with the terms of the new franchise.

Llano Del Rio has requested a 15-year water pipeline franchise. Both Llano Del Rio and County residents will benefit as this will allow for the continued provisions of water services within Llano Del Rio's service area located in the County.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, by providing accessible funds for County programs, which will help promote fiscal responsibility while providing continuous water utility services to County residents.

FISCAL IMPACT/FINANCING

Llano Del Rio will pay the County a granting fee of \$10,000 within 30 days of the adoption of the ordinance and an annual franchise fee of 2 percent of its gross annual receipts arising from the use, operation, or possession of the franchise but not less than 1 percent of the gross annual receipts from the sale of water in the service areas of the County. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.

For the 2023 calendar year, Llano Del Rio reported and paid the County a total annual franchise fee of \$1,726.54, which was deposited into the County General Fund-Nondepartmental Revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Llano Del Rio owns and operates an existing water pipeline in the franchise area to distribute water. The proposed franchise ordinance will allow Llano Del Rio, for a period of 15 years beginning on May 11, 2025, to operate and maintain its existing pipes and pipelines.

Division 3 of the California Public Utilities Code authorizes the Board to grant a franchise associated with a water pipeline. County Counsel approved as to form the accompanying resolution of intention and the ordinance.

Pursuant to Section 6232 of the California Public Utilities Code, the Executive Officer of the Board of Supervisors shall arrange for the publishing of the Notice of Public Hearing in a newspaper of general circulation in the County at least once within 15 days after the Board's adoption of the resolution of intention.

ENVIRONMENTAL DOCUMENTATION

The proposed project, which is to grant a water pipeline franchise to Llano Del Rio, is exempt from CEQA. The granting of the franchise will allow for the continued operation and maintenance of utility systems and is within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (b), 15302 (c), and 15303 (d) of the State CEQA Guidelines and Classes 1(e), 2(b), 3(a), and 4(j) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the project records, it will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listings on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no significant impact or adverse effect on any current services or future County projects.

The Honorable Board of Supervisors
May 6, 2025
Page 4

CONCLUSION

Please return adopted copies of this Board letter, ordinance, and the resolution of intention to the attention of Mr. John Blalock, Chief Executive Officer and Director, Llano Del Rio Water Company, 32810 165th Street East, Llano, CA 93544; the Office of County Counsel; and Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:st

Enclosures

c: Auditor-Controller (Accounting Division–Asset Management)
Chief Executive Office (Chia-Ann Yen, Joyce Chang)
County Counsel
Executive Office, Board of Supervisors

Enclosure A

**RESOLUTION OF INTENTION
TO GRANT A 15-YEAR WATER PIPELINE FRANCHISE
TO LLANO DEL RIO WATER COMPANY**

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

- A. Llano Del Rio Water Company, a California corporation, hereinafter referred to as Franchisee, has applied to the Board of Supervisors of the County of Los Angeles, State of California, for a franchise for a period of fifteen (15) years beginning on May 11, 2025, the operative day of the franchise, and terminating on May 10, 2040, to lay, construct, reconstruct, operate, maintain, renew, repair, change the size of, remove, or abandon in place pipes and pipelines for the collection, transportation, or distribution of water, mud, steam, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C., Section 9601 et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C., Section 1251 et seq., as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, including adjunct communications lines, and other appurtenances and equipment for fiber optic or telephone lines, or both, necessary or appropriate solely for the Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles, State of California, and depicted on the Exhibit Maps attached to the proposed ordinance attached hereto.
- B. It is the intention of the Board of Supervisors to grant the franchise applied for upon the terms and conditions herein mentioned. The Franchisee and its successors and assigns will, during the life of the franchise, pay annually to the County of Los Angeles, State of California, the amount specified in the proposed ordinance from the operative date of the franchise and in the event such payment is not made, the franchise will be forfeited.
- C. The franchise described in the ordinance is a franchise for water pipeline purposes.
- D. That on May 27, 2025, or at the next available hearing date, on a day not less than twenty (20) days or more than sixty (60) days after the date of the passage of this Resolution of Intention, in the hearing room of the Board of Supervisors, Board Hearing Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple

Street, Los Angeles, CA 90012, all persons having any objection to the granting of the franchise hereinabove described may appear before the Board of Supervisors and be heard thereon.

- E. The Executive Officer of the Board of Supervisors shall cause notice of said hearing to be published in accordance with Section 6232 of the California Public Utilities Code at least once within fifteen (15) days after adoption of this Resolution of Intention in a newspaper of general circulation published in the County of Los Angeles, State of California.

[illegible]

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

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By  _____
Deputy

ANALYSIS

This ordinance grants a water pipeline franchise to Llano Del Rio Water Company franchise, a California corporation, ("Franchisee") to collect, transport, and distribute water for a period of fifteen (15) years, beginning on May 11, 2025, and expiring on May 10, 2040. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay the County a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON

County Counsel

By

ORDINANCE NO. _____

An ordinance granting a utility (water) pipeline franchise to Llano Del Rio Water Company franchise, a California corporation, for a period of fifteen (15) years, beginning on May 11, 2025, and expiring on May 10, 2040.

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

Section 1. Franchise Term; Grant.

The right, privilege, and franchise is granted to Llano Del Rio Water Company franchise, a California corporation ("Franchisee"), and its successors and assigns, for the period of fifteen (15) years, beginning on May 11, 2025, to lay, construct, reconstruct, operate, maintain, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for the collection, transportation, or distribution of water, mud, steam, water, wastewater, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as it may hereafter be amended, and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended, and as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, including adjunct communications lines, and other appurtenances and equipment for fiber optic or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or

hereafter dedicated to public use within the following described franchise areas within the unincorporated territory of the County of Los Angeles ("County"), State of California, as described below and as depicted on the Exhibit Maps attached hereto and made a part hereof.

Section 2. Consideration; Payment of Fees.

During such time as Franchisee's operations and rates for transportation are subject to the provisions of section 6231.5 of the California Public Utilities Code, the consideration shall be calculated pursuant to said section or other maximum amount permitted by law.

A. Granting Fee. As consideration for the franchise granted, transferred, extended, or otherwise amended, Franchisee shall pay to the County a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

B. Annual Franchise Fee. As additional consideration for the franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. Two percent (2%) of the gross annual receipts of the Franchisee arising from the use, operation, or possession of the franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of

the Franchisee derived from the sale within the franchise area of the commodity or service for which the franchise is awarded. Such percentage shall be paid annually during the life of the franchise, including the year of granting of the franchise. In the event this amount is increased by federal or state law or the County is empowered to increase the rate, the County reserves the right to increase the rate to the maximum amount permitted by federal, state, or local law.

D. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), on or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile or fraction thereof for all new main lines laid during that preceding calendar year; and

2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per pole-mile or portion thereof for aerial or above-ground lines, and twenty-five dollars (\$25) per mile, or portion thereof, for underground conduits for wires, cables, or telephone or telegraph lines maintained under the franchise during the preceding calendar year.

H.

I. Any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.

Section 3. Reports.

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller, within sixty (60) days after the expiration of the calendar year, or fractional calendar year, following the date of the granting of the franchise and within sixty (60) days after the expiration of each calendar year thereafter, two copies of a report verified by the oath of the Franchisee or by the oath of a duly authorized representative of the Franchisee showing the total gross receipts of the Franchisee for the immediately preceding franchise payment period, received or accrued in connection with the furnishing of the commodity or service arising from the use or operation of the franchise, together with such data as is necessary in the opinion of the County Auditor-Controller to calculate or verify the calculation of the annual payment required by Section 2-A, supra, (or the pro rata amount thereof, for the first period if the first period is less than one year).

B. Show in the report prepared pursuant to subsection 3.A., above, any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, old main lines abandoned in place, including the internal diameter of such main lines laid,

removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, old conduits abandoned in place; the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

Section 4. Late Payments.

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the Fee Payment Date.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the Fee Payment Date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the Fee Payment Date until full payment is received. Should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of this franchise,

operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to, the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

Section 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: (1) County's grant and/or extension of the franchise; (2) Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with the franchise; and/or (3) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or

performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving the franchise, or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any water, steam, water, wastewater, mud, or other substances from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and actions to repair or restore Franchisee's pipelines and appurtenances shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If

Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required in this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification,

non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of Workers' Compensation or other insurance required by this Section;

d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and

e. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection 5.C.1.d., above, stating: "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at the County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Franchisee shall release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this

franchise unless injury, death, loss, damage, or destruction is caused by either willful misconduct or sole negligence of the County.

5. Such insurance shall be endorsed naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following expiration, termination suspension, or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

c. Professional Liability/Errors and Omissions Insurance covering Franchisee's liability arising from or related to this Contract, with limits of not less than \$3 million per claim and \$5 million aggregate. Further, Franchisee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, either certified copies of the policies required by subsection 5.C. or a certificate of insurance for each of said policies executed by Franchisee's insurance agent, or by the company issuing the policy, certifying that the policy is in force.

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than fifty thousand dollars (\$50,000), payable to the County of Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of fifty thousand dollars (\$50,000), or any portion

thereof, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise. The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all the obligations under the franchise.

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Treasurer Tax Collector, as applicable.

F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee

agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.

G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and any operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

Section 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer, exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., below, and shall provide all documents requested by the County, as set forth in subsection 6.F., below. Consent to any such Assignment shall

only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the proposed Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, a certified copy of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument(s) is not filed with Public Works within thirty (30) days after the effective date of such proposed Assignment, or if any condition to consent by the County has not been met, then the County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms and conditions upon the Franchisee and/or the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in

the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the operative date of the franchise or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.

F. Except for any Assignments made pursuant to subsection 6.E., above, upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an application to Public Works, which shall contain, at a minimum:

1. Identification of the proposed Transferee that indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, and/or operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee, or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation, which details the proposed Assignment ("Assignment Documents").

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.

G. A transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., above. If the County's actual costs to process the proposed Assignment application, including any consultant fees incurred by the County to assist in evaluating the application, exceed the transfer fee amount of ten thousand dollars (\$10,000), Franchisee and the proposed Transferee, or either, shall pay any additional costs incurred by the County in processing the Assignment application. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request for Assignment by the County or the Board, as applicable.

Section 7. Parental Guaranty.

On or before the Effective Date of the Franchise, Franchisee shall file and thereafter at all times during the life of the Franchise keep on file with the County a parental guaranty from _____, or other parent company. A copy of the form parental guaranty is attached hereto as Exhibit “_”.

Section 8. Removal or Abandonment of Facilities.

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of Franchisee's pipes and appurtenances, Franchisee shall, within sixty (60) days thereafter, make a written application to Public Works for permission to engage in one of the following in accordance with applicable federal, State, and local laws and regulations: (1) abandon all, or a portion, of such pipes and appurtenances in place; or (2) remove all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned by reference to the map or maps required by this franchise and will describe with reasonable accuracy the relative physical condition of the pipes and appurtenances. Upon receipt of written application, Public Works will determine within ninety (90) days whether any abandonment, removal, or transfer that is proposed may be effected without detriment to the public interest or under what conditions the proposed abandonment, removal, or transfer may be safely effected and will promptly notify the Franchisee of any such requirements. If, for any reason, Franchisee

suspends operations of any of the pipes and appurtenances contained in this franchise for a period more than ninety (90) days, Franchisee will notify Public Works. During this period of suspended operations, Franchisee will maintain said pipes and appurtenances in accordance with all applicable federal and/or State and County Codes.

B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including, but not limited, to, an order that Franchisee remove all such pipes and appurtenances in accordance with applicable requirements. In the event Franchisee fails to remove any pipes and appurtenances that it is obligated to remove in accordance with applicable requirements within such reasonable time as may be prescribed by Public Works, then the County may remove such pipes and appurtenances at Franchisee's expense and the Franchisee will pay to the County within 60 days after delivery of an itemized bill the cost of removal including, but not limited to, reasonable overhead expenses in the sum no greater than an additional 30% of the actual cost of such work.

C. Abandoned pipelines on County highways remain property of Franchisee. Should the abandoned pipelines interfere with other uses in the right-of-way, including future utilities or underground facilities, said pipelines shall be removed by Franchisee, as necessary, at Franchisee's sole cost and expense. Alternatively, the County may remove or cause to be removed said pipelines at Franchisee's sole cost and expense. For the purposes of the payment of fees provisions in Section 2 of this franchise, such

facilities shall continue to be included in the calculation of fees until inspection reports prepared by Public Works indicate the work of removal or abandonment has been completed to the County's satisfaction.

D. For the purposes of the payment of fees provisions in Section 2 of this franchise, facilities shall exist as such until (1) inspection reports of Public Works indicate the work of removal has been done to its satisfaction or (2) in the case of facilities to be abandoned in-place.

E. This Section will survive the termination or expiration of this Franchise.

Section 9. Relocation of Pipelines.

In the event the County provides Franchisee notice to relocate its pipelines, facilities, and appurtenances, should Franchisee, after receipt of any such notice, neglect or fail to relocate its pipelines, facilities, and appurtenances in a timely manner and in accordance with applicable federal, State, and local laws and regulations, Franchisee shall be solely responsible for, and shall reimburse the County any and all costs or expenses incurred by the County due to, or resulting from, such neglect or failure with respect to relocation of the same.

Section 10. Pipeline Franchise Ordinance.

Franchisee acknowledges that it must comply with all applicable federal, state, and local laws and regulations, including the County Code, as may be amended hereafter, to the extent Franchisee continues to conduct activities within the County's

right-of-way, and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

Section 11. County Addresses.

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section
County of Los Angeles
Office of the Auditor-Controller
Administrative Services, Room 515
500 West Temple Street
Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works
Attn: Survey/Mapping & Property Management Division
900 South Fremont Avenue
Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

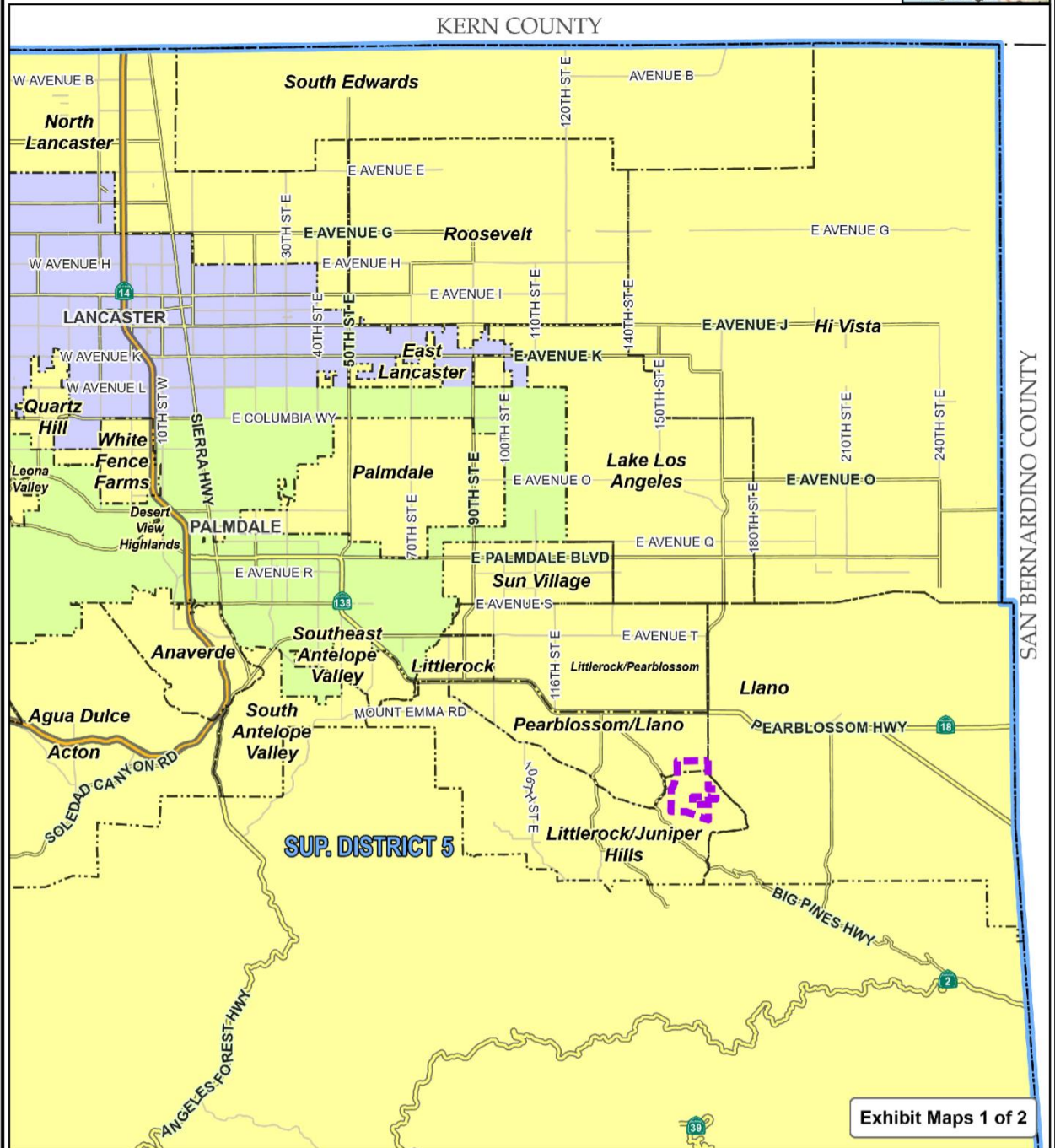
Section 12. Franchise Ordinance Operative Date.

The operative date of this franchise ordinance shall be May 11, 2025.

Section 13. Termination.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

Llano Del Rio Water Company Water Pipeline Franchise



--- Franchise Boundary
 Unincorporated County Area

P:\mmap\MAPSVCS\CUSTOM_MAPS\SMMP\Aco&Rev\Pipeline Franchise\PRO\Llano Del Rio\Map.aprx
 DATE: Dec 18, 2024 Mapping & GIS Services, SMMP (mifrom)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



0 3 Miles

Llano Del Rio Water Company Water Pipeline Franchise

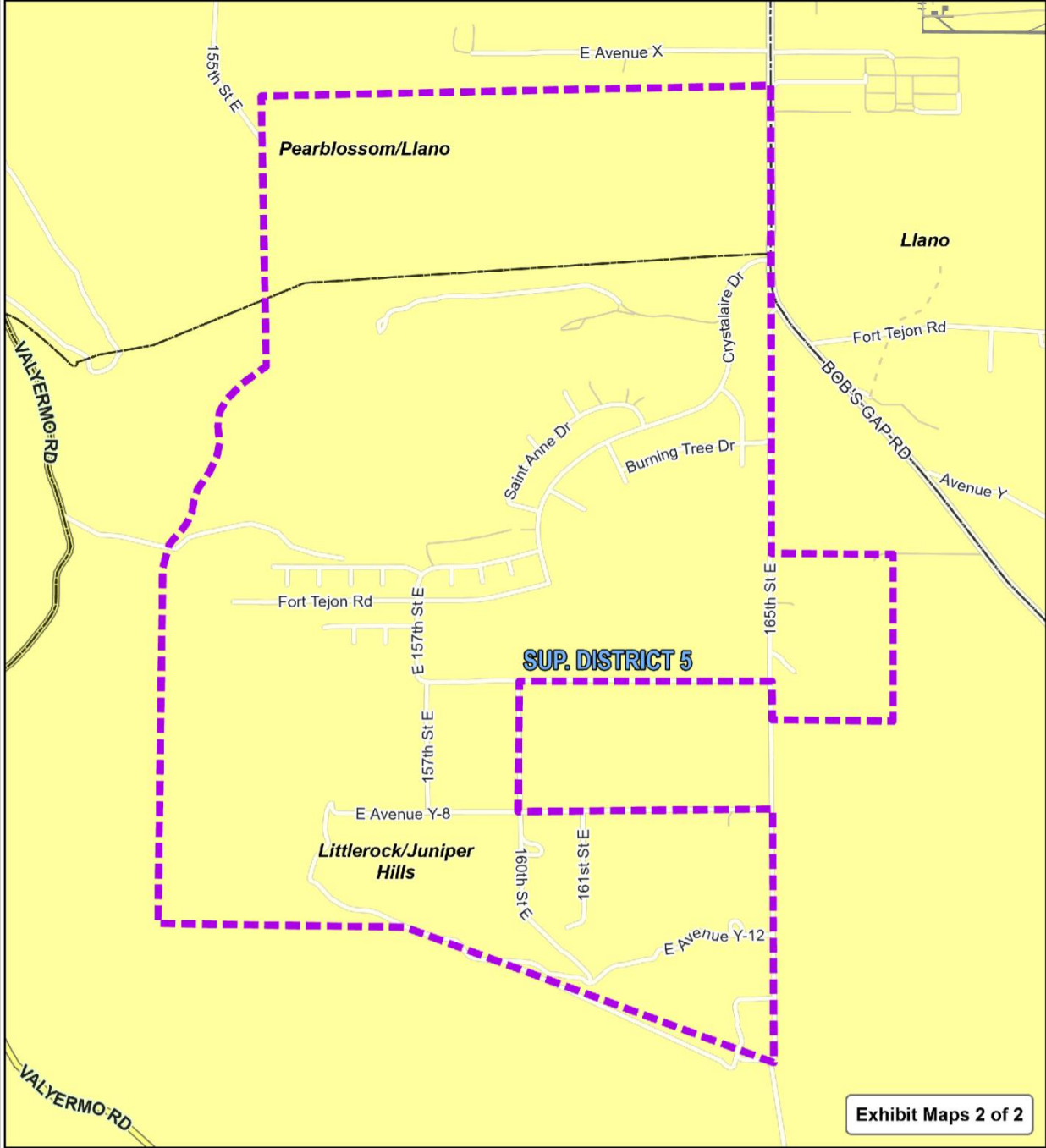


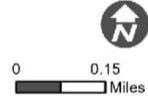
Exhibit Maps 2 of 2



- Franchise Boundary
- Supervisory District
- Unincorporated County Area

P:\mp\maps\VC\CUSTOM MAPS\SMP\Aco&Rev\Pipeline Franchise\PRO\Llano Del Rio\Map.aprx
DATE: Dec 18, 2024 Mapping & GIS Services, SMPM (mthong)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



Enclosure B

ANALYSIS

This ordinance grants a water pipeline franchise to Llano Del Rio Water Company franchise, a California corporation, ("Franchisee") to collect, transport, and distribute water for a period of fifteen (15) years, beginning on May 11, 2025, and expiring on May 10, 2040. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay the County a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON

County Counsel

By

ORDINANCE NO. _____

An ordinance granting a utility (water) pipeline franchise to Llano Del Rio Water Company franchise, a California corporation, for a period of fifteen (15) years, beginning on May 11, 2025, and expiring on May 10, 2040.

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

Section 1. Franchise Term; Grant.

The right, privilege, and franchise is granted to Llano Del Rio Water Company franchise, a California corporation ("Franchisee"), and its successors and assigns, for the period of fifteen (15) years, beginning on May 11, 2025, to lay, construct, reconstruct, operate, maintain, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for the collection, transportation, or distribution of water, mud, steam, water, wastewater, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as it may hereafter be amended, and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended, and as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, including adjunct communications lines, and other appurtenances and equipment for fiber optic or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or

hereafter dedicated to public use within the following described franchise areas within the unincorporated territory of the County of Los Angeles ("County"), State of California, as described below and as depicted on the Exhibit Maps attached hereto and made a part hereof.

Section 2. Consideration; Payment of Fees.

During such time as Franchisee's operations and rates for transportation are subject to the provisions of section 6231.5 of the California Public Utilities Code, the consideration shall be calculated pursuant to said section or other maximum amount permitted by law.

A. Granting Fee. As consideration for the franchise granted, transferred, extended, or otherwise amended, Franchisee shall pay to the County a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

B. Annual Franchise Fee. As additional consideration for the franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. Two percent (2%) of the gross annual receipts of the Franchisee arising from the use, operation, or possession of the franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of

the Franchisee derived from the sale within the franchise area of the commodity or service for which the franchise is awarded. Such percentage shall be paid annually during the life of the franchise, including the year of granting of the franchise. In the event this amount is increased by federal or state law or the County is empowered to increase the rate, the County reserves the right to increase the rate to the maximum amount permitted by federal, state, or local law.

D. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), on or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile or fraction thereof for all new main lines laid during that preceding calendar year; and

2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per pole-mile or portion thereof for aerial or above-ground lines, and twenty-five dollars (\$25) per mile, or portion thereof, for underground conduits for wires, cables, or telephone or telegraph lines maintained under the franchise during the preceding calendar year.

H.

I. Any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.

Section 3. Reports.

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller, within sixty (60) days after the expiration of the calendar year, or fractional calendar year, following the date of the granting of the franchise and within sixty (60) days after the expiration of each calendar year thereafter, two copies of a report verified by the oath of the Franchisee or by the oath of a duly authorized representative of the Franchisee showing the total gross receipts of the Franchisee for the immediately preceding franchise payment period, received or accrued in connection with the furnishing of the commodity or service arising from the use or operation of the franchise, together with such data as is necessary in the opinion of the County Auditor-Controller to calculate or verify the calculation of the annual payment required by Section 2-A, supra, (or the pro rata amount thereof, for the first period if the first period is less than one year).

B. Show in the report prepared pursuant to subsection 3.A., above, any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, old main lines abandoned in place, including the internal diameter of such main lines laid,

removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, old conduits abandoned in place; the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

Section 4. Late Payments.

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the Fee Payment Date.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the Fee Payment Date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the Fee Payment Date until full payment is received. Should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of this franchise,

operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to, the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

Section 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: (1) County's grant and/or extension of the franchise; (2) Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with the franchise; and/or (3) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or

performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving the franchise, or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any water, steam, water, wastewater, mud, or other substances from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and actions to repair or restore Franchisee's pipelines and appurtenances shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If

Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required in this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification,

non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of Workers' Compensation or other insurance required by this Section;

d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and

e. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection 5.C.1.d., above, stating: "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at the County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Franchisee shall release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this

franchise unless injury, death, loss, damage, or destruction is caused by either willful misconduct or sole negligence of the County.

5. Such insurance shall be endorsed naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following expiration, termination suspension, or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

c. Professional Liability/Errors and Omissions Insurance covering Franchisee's liability arising from or related to this Contract, with limits of not less than \$3 million per claim and \$5 million aggregate. Further, Franchisee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, either certified copies of the policies required by subsection 5.C. or a certificate of insurance for each of said policies executed by Franchisee's insurance agent, or by the company issuing the policy, certifying that the policy is in force.

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than fifty thousand dollars (\$50,000), payable to the County of Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of fifty thousand dollars (\$50,000), or any portion

thereof, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise. The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all the obligations under the franchise.

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Treasurer Tax Collector, as applicable.

F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee

agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.

G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and any operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

Section 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer, exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., below, and shall provide all documents requested by the County, as set forth in subsection 6.F., below. Consent to any such Assignment shall

only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the proposed Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, a certified copy of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument(s) is not filed with Public Works within thirty (30) days after the effective date of such proposed Assignment, or if any condition to consent by the County has not been met, then the County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms and conditions upon the Franchisee and/or the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in

the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the operative date of the franchise or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.

F. Except for any Assignments made pursuant to subsection 6.E., above, upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an application to Public Works, which shall contain, at a minimum:

1. Identification of the proposed Transferee that indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, and/or operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee, or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation, which details the proposed Assignment ("Assignment Documents").

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.

G. A transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., above. If the County's actual costs to process the proposed Assignment application, including any consultant fees incurred by the County to assist in evaluating the application, exceed the transfer fee amount of ten thousand dollars (\$10,000), Franchisee and the proposed Transferee, or either, shall pay any additional costs incurred by the County in processing the Assignment application. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request for Assignment by the County or the Board, as applicable.

Section 7. Parental Guaranty.

On or before the Effective Date of the Franchise, Franchisee shall file and thereafter at all times during the life of the Franchise keep on file with the County a parental guaranty from _____, or other parent company. A copy of the form parental guaranty is attached hereto as Exhibit “_”.

Section 8. Removal or Abandonment of Facilities.

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of Franchisee's pipes and appurtenances, Franchisee shall, within sixty (60) days thereafter, make a written application to Public Works for permission to engage in one of the following in accordance with applicable federal, State, and local laws and regulations: (1) abandon all, or a portion, of such pipes and appurtenances in place; or (2) remove all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned by reference to the map or maps required by this franchise and will describe with reasonable accuracy the relative physical condition of the pipes and appurtenances. Upon receipt of written application, Public Works will determine within ninety (90) days whether any abandonment, removal, or transfer that is proposed may be effected without detriment to the public interest or under what conditions the proposed abandonment, removal, or transfer may be safely effected and will promptly notify the Franchisee of any such requirements. If, for any reason, Franchisee

suspends operations of any of the pipes and appurtenances contained in this franchise for a period more than ninety (90) days, Franchisee will notify Public Works. During this period of suspended operations, Franchisee will maintain said pipes and appurtenances in accordance with all applicable federal and/or State and County Codes.

B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including, but not limited, to, an order that Franchisee remove all such pipes and appurtenances in accordance with applicable requirements. In the event Franchisee fails to remove any pipes and appurtenances that it is obligated to remove in accordance with applicable requirements within such reasonable time as may be prescribed by Public Works, then the County may remove such pipes and appurtenances at Franchisee's expense and the Franchisee will pay to the County within 60 days after delivery of an itemized bill the cost of removal including, but not limited to, reasonable overhead expenses in the sum no greater than an additional 30% of the actual cost of such work.

C. Abandoned pipelines on County highways remain property of Franchisee. Should the abandoned pipelines interfere with other uses in the right-of-way, including future utilities or underground facilities, said pipelines shall be removed by Franchisee, as necessary, at Franchisee's sole cost and expense. Alternatively, the County may remove or cause to be removed said pipelines at Franchisee's sole cost and expense. For the purposes of the payment of fees provisions in Section 2 of this franchise, such

facilities shall continue to be included in the calculation of fees until inspection reports prepared by Public Works indicate the work of removal or abandonment has been completed to the County's satisfaction.

D. For the purposes of the payment of fees provisions in Section 2 of this franchise, facilities shall exist as such until (1) inspection reports of Public Works indicate the work of removal has been done to its satisfaction or (2) in the case of facilities to be abandoned in-place.

E. This Section will survive the termination or expiration of this Franchise.

Section 9. Relocation of Pipelines.

In the event the County provides Franchisee notice to relocate its pipelines, facilities, and appurtenances, should Franchisee, after receipt of any such notice, neglect or fail to relocate its pipelines, facilities, and appurtenances in a timely manner and in accordance with applicable federal, State, and local laws and regulations, Franchisee shall be solely responsible for, and shall reimburse the County any and all costs or expenses incurred by the County due to, or resulting from, such neglect or failure with respect to relocation of the same.

Section 10. Pipeline Franchise Ordinance.

Franchisee acknowledges that it must comply with all applicable federal, state, and local laws and regulations, including the County Code, as may be amended hereafter, to the extent Franchisee continues to conduct activities within the County's

right-of-way, and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

Section 11. County Addresses.

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section
County of Los Angeles
Office of the Auditor-Controller
Administrative Services, Room 515
500 West Temple Street
Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works
Attn: Survey/Mapping & Property Management Division
900 South Fremont Avenue
Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

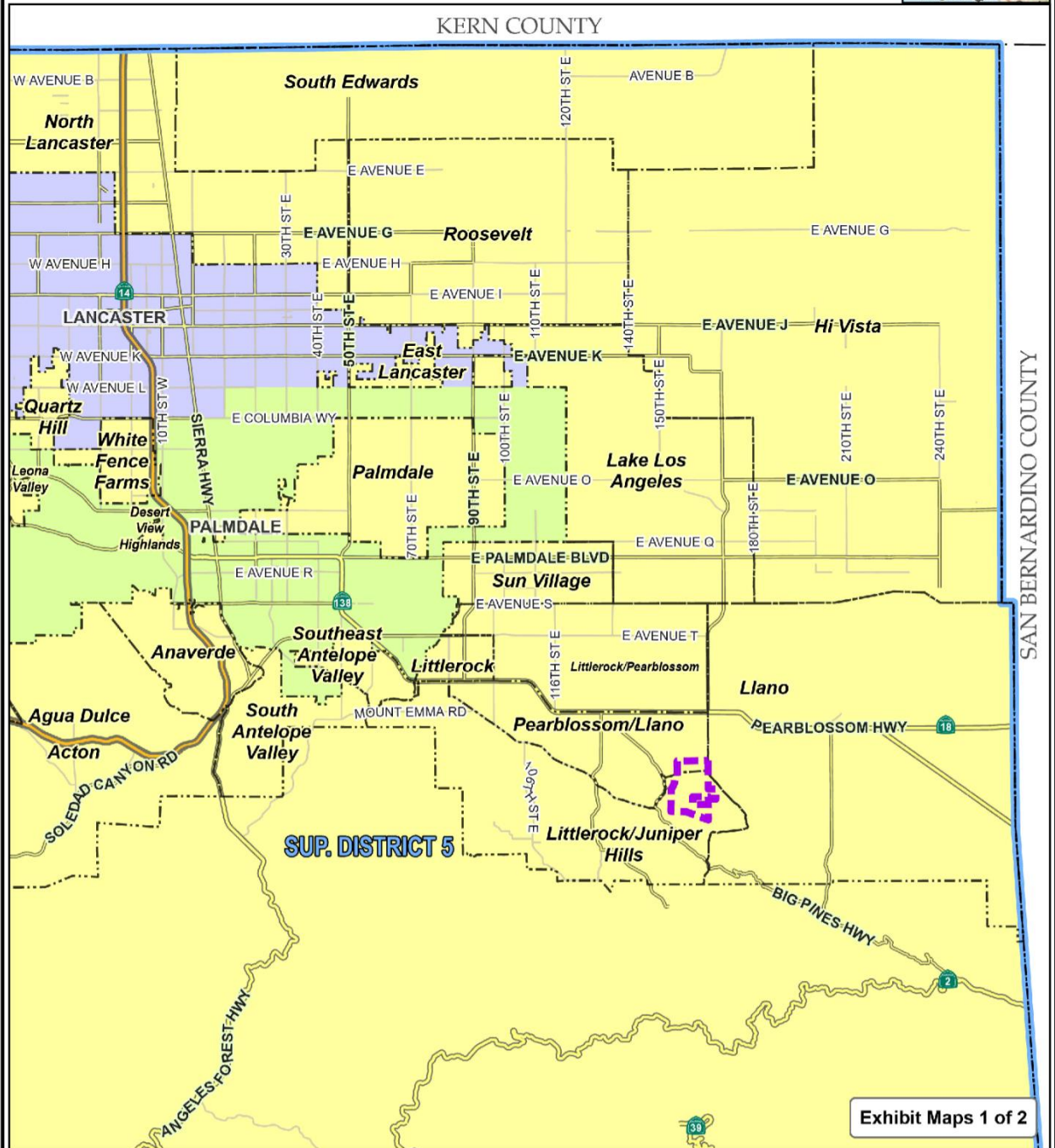
Section 12. Franchise Ordinance Operative Date.

The operative date of this franchise ordinance shall be May 11, 2025.

Section 13. Termination.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

Llano Del Rio Water Company Water Pipeline Franchise



--- Franchise Boundary
 Unincorporated County Area

P:\mpps\MAPSVC\CUSTOM MAPS\SMPP\Aco&Rev\Pipeline Franchise\PRO\Llano Del Rio\Map.aprx
 DATE: Dec 18, 2024 Mapping & GIS Services, SMPP (mtrng)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



0 3 Miles

Llano Del Rio Water Company Water Pipeline Franchise

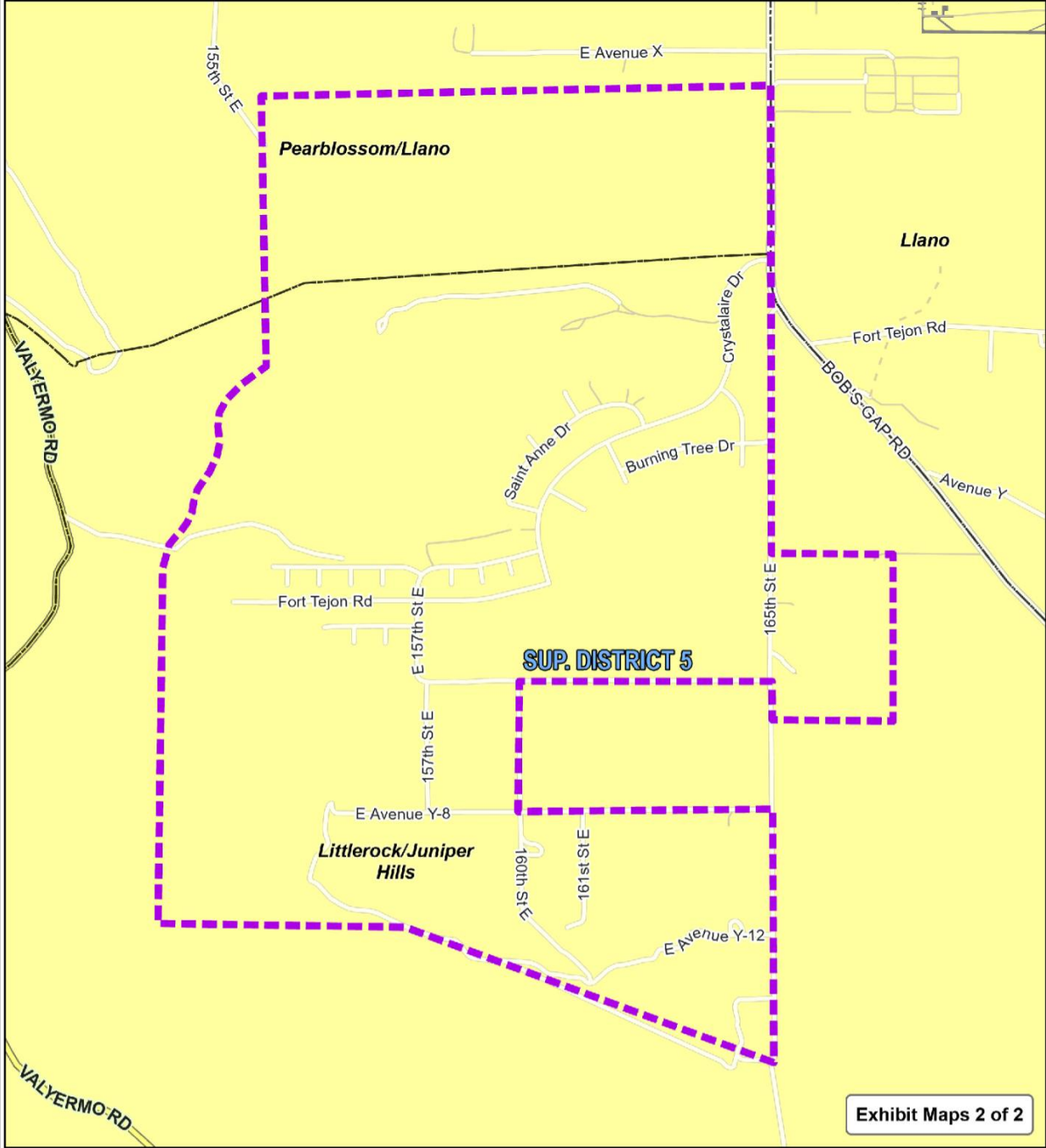


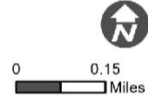
Exhibit Maps 2 of 2



- Franchise Boundary
- Supervisory District
- Unincorporated County Area

P:\mp\maps\CUSTOM MAPS\SMMP\Aco&Rev\Pipeline Franchise\PRO\Llano Del Rio\Map.aprx
DATE: Dec 18, 2024 Mapping & GIS Services, SMMP (mthong)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

Regular☒ Regular – Dual Signature☐ Ordinance☐ Public Hearing☐ Public Hearing – Dual Action☐

DATE OF MEETING:	05/06/2025
DEPARTMENT NAME:	PUBLIC WORKS
BOARD LETTERHEAD:	PUBLIC WORKS
SUPERVISORIAL DISTRICT(S) AFFECTED:	1ST <input type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/> 4TH <input type="checkbox"/> 5TH <input checked="" type="checkbox"/> ALL <input type="checkbox"/>
VOTES REQUIRED:	3 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION:	APPROVE <input type="checkbox"/> APPROVE WITH MODIFICATION <input type="checkbox"/> DISAPPROVE <input type="checkbox"/> NONE <input checked="" type="checkbox"/>

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

*Instructions: To comply with the Brown Act requirement, the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources; and effective dates. Include an instruction for the Chair, Chairman, or Director to sign when such signature is required on a document. Also, a short title of the Board letter must be provided. The **title** should be no longer than **20 words** and only identify the main subject matter of the recommended Board action.*

TITLE: Resolution of Intention and Introduction of an Ordinance to Grant a Water Pipeline Franchise to Llano Del Rio Water Company

Recommendation: Approve the Resolution of Intention to grant a 15-year water pipeline franchise to Llano Del Rio Water Company; introduce, waive reading, and place on the Board agenda for adoption an ordinance to grant a 15-year water pipeline franchise to Llano Del Rio Water Company; set the matter for a public hearing on May 27, 2025, or on the next available hearing date within 60 days from the date of adoption of the Resolution of Intention; instruct the Executive Officer of the Board of Supervisors to publish a Notice of Public Hearing pursuant to Section 6232 of the California Public Utilities Code, and find that the proposed project is exempt from the California Environmental Quality Act. **(Public Works) APPROVE 3 VOTES**

BC:st

P:\MPPUB\ADMIN\SHARLENE\BL\LLANO\LLANO AGENDA.DOCX

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

Regular ☐ Regular – Dual Signature ☐ Ordinance ☒ Public Hearing ☐ Public Hearing – Dual Action ☒

DATE OF MEETING:	05/27/2025
DEPARTMENT NAME:	PUBLIC WORKS
BOARD LETTERHEAD:	PUBLIC WORKS
SUPERVISORIAL DISTRICT(S) AFFECTED:	1ST <input type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/> 4TH <input type="checkbox"/> 5TH <input checked="" type="checkbox"/> ALL <input type="checkbox"/>
VOTES REQUIRED:	3 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION:	APPROVE <input type="checkbox"/> APPROVE WITH MODIFICATION <input type="checkbox"/> DISAPPROVE <input type="checkbox"/> NONE <input checked="" type="checkbox"/>

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

*Instructions: To comply with the Brown Act requirement, the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources; and effective dates. Include an instruction for the Chair, Chairman, or Director to sign when such signature is required on a document. Also, a short title of the Board letter must be provided. The **title** should be no longer than **20 words** and only identify the main subject matter of the recommended Board action.*

TITLE: Adoption of an Ordinance to Grant a Water Pipeline Franchise to Llano Del Rio Water Company

Recommendation: Adopt the ordinance to grant a 15-year water pipeline franchise to Llano Del Rio Water Company. **(Public Works)** ADOPT 3 VOTES

BC:st

P:\MPPUB\ADMIN\SHARLENE\BL\2025\LLANO-BC\LLANO AGENDA ORDINANCE.DOCX

LOS ANGELES COUNTY PUBLIC WORKS
FINANCIAL MANAGEMENT BRANCH

FISCAL IMPACT REVIEW

DRAFT BOARD LETTER/DELEGATED AWARD, DELEGATED CHANGE ORDER, AND CAPITAL PROJECT

PART I - RESPONSIBLE DIVISIONS

FIR Log Number (system will generate the FIR Log Number)

FIR25-152

Requestor Division Name

Survey/Mapping & Property Management Division

Requestor Division Unit

48300

ACES No

Maximum Contract Amount

☒ Draft Board Letter

CONTACT NAME	EMAIL	PHONE
Cho, Jeong Yearn	JCho@dpw.lacounty.gov	

Board Letter/Delegated Change Order Subject:

TRANSPORTATION CORE SERVICE AREA

RESOLUTION OF INTENTION AND INTRODUCTION OF ORDINANCE

TO GRANT A WATER PIPELINE FRANCHISE

TO LLANO DEL RIO WATER COMPANY

PART II - BUDGET/FUND MANAGEMENT DIVISION

AVAILABLE FUNDS

☒ No Fiscal Impact

Comments:

Llano Del Rio will pay the County a granting fee of \$10,000 within 30 days of the adoption of the ordinance and an annual franchise fee of 2 percent of its gross annual receipts arising from the use, operation, or possession of the franchise but not less than 1 percent of the gross annual receipts from the sale of water in the service areas of the County. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.

For the 2023 calendar year, Llano Del Rio reported and paid the County a total annual franchise fee of \$1,726.54, which was deposited into the County General Fund-Nondepartmental Revenue.

LEVEL	NAME	ACTION	DATE
Approved By			
ASSIST DIV/DIVISION CHIEF	Pirotton, Claudia	FINAL	Jan 6, 2025 6:08:57 PM

PART III - FUND MANAGER(S) REVIEW

Initial: 

Date: 1/7/25

Initial: _____

Date: _____

Initial: _____

Date: _____

Initial: _____

Date: _____

FUNDING CONFIRMATION SHEET

Funding Amount:	
Fiscal Year:	
Fund:	
Fund Code:	
Appropriation Category:	
Revenue Source Code:	
Total Budgeted Appropriation:	
Total Budgeted Revenue Amount:	
Fiscal Impact:	<p>Llano Del Rio will pay the County a granting fee of \$10,000 within 30 days of the adoption of the ordinance and an annual franchise fee of 2 percent of its gross annual receipts arising from the use, operation, or possession of the franchise but not less than 1 percent of the gross annual receipts from the sale of water in the service areas of the County. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.</p> <p>For the 2023 calendar year, Llano Del Rio reported and paid the County a total annual franchise fee of \$1,726.54, which was deposited into the County General Fund-Nondepartmental Revenue.</p>
Comments:	

Enclosure A

**RESOLUTION OF INTENTION
TO GRANT A 15-YEAR WATER PIPELINE FRANCHISE
TO LLANO DEL RIO WATER COMPANY**

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

- A. Llano Del Rio Water Company, a California corporation, hereinafter referred to as Franchisee, has applied to the Board of Supervisors of the County of Los Angeles, State of California, for a franchise for a period of fifteen (15) years beginning on May 11, 2025, the operative day of the franchise, and terminating on May 10, 2040, to lay, construct, reconstruct, operate, maintain, renew, repair, change the size of, remove, or abandon in place pipes and pipelines for the collection, transportation, or distribution of water, mud, steam, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C., Section 9601 et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C., Section 1251 et seq., as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, including adjunct communications lines, and other appurtenances and equipment for fiber optic or telephone lines, or both, necessary or appropriate solely for the Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles, State of California, and depicted on the Exhibit Maps attached to the proposed ordinance attached hereto.
- B. It is the intention of the Board of Supervisors to grant the franchise applied for upon the terms and conditions herein mentioned. The Franchisee and its successors and assigns will, during the life of the franchise, pay annually to the County of Los Angeles, State of California, the amount specified in the proposed ordinance from the operative date of the franchise and in the event such payment is not made, the franchise will be forfeited.
- C. The franchise described in the ordinance is a franchise for water pipeline purposes.
- D. That on May 27, 2025, or at the next available hearing date, on a day not less than twenty (20) days or more than sixty (60) days after the date of the passage of this Resolution of Intention, in the hearing room of the Board of Supervisors, Board Hearing Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple

Street, Los Angeles, CA 90012, all persons having any objection to the granting of the franchise hereinabove described may appear before the Board of Supervisors and be heard thereon.

- E. The Executive Officer of the Board of Supervisors shall cause notice of said hearing to be published in accordance with Section 6232 of the California Public Utilities Code at least once within fifteen (15) days after adoption of this Resolution of Intention in a newspaper of general circulation published in the County of Los Angeles, State of California.

[illegible]

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

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By  _____
Deputy

ANALYSIS

This ordinance grants a water pipeline franchise to Llano Del Rio Water Company franchise, a California corporation, ("Franchisee") to collect, transport, and distribute water for a period of fifteen (15) years, beginning on May 11, 2025, and expiring on May 10, 2040. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay the County a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON

County Counsel

By

ORDINANCE NO. _____

An ordinance granting a utility (water) pipeline franchise to Llano Del Rio Water Company franchise, a California corporation, for a period of fifteen (15) years, beginning on May 11, 2025, and expiring on May 10, 2040.

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

Section 1. Franchise Term; Grant.

The right, privilege, and franchise is granted to Llano Del Rio Water Company franchise, a California corporation ("Franchisee"), and its successors and assigns, for the period of fifteen (15) years, beginning on May 11, 2025, to lay, construct, reconstruct, operate, maintain, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for the collection, transportation, or distribution of water, mud, steam, water, wastewater, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as it may hereafter be amended, and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended, and as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, including adjunct communications lines, and other appurtenances and equipment for fiber optic or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or

hereafter dedicated to public use within the following described franchise areas within the unincorporated territory of the County of Los Angeles ("County"), State of California, as described below and as depicted on the Exhibit Maps attached hereto and made a part hereof.

Section 2. Consideration; Payment of Fees.

During such time as Franchisee's operations and rates for transportation are subject to the provisions of section 6231.5 of the California Public Utilities Code, the consideration shall be calculated pursuant to said section or other maximum amount permitted by law.

A. Granting Fee. As consideration for the franchise granted, transferred, extended, or otherwise amended, Franchisee shall pay to the County a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

B. Annual Franchise Fee. As additional consideration for the franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. Two percent (2%) of the gross annual receipts of the Franchisee arising from the use, operation, or possession of the franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of

the Franchisee derived from the sale within the franchise area of the commodity or service for which the franchise is awarded. Such percentage shall be paid annually during the life of the franchise, including the year of granting of the franchise. In the event this amount is increased by federal or state law or the County is empowered to increase the rate, the County reserves the right to increase the rate to the maximum amount permitted by federal, state, or local law.

D. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), on or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile or fraction thereof for all new main lines laid during that preceding calendar year; and

2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per pole-mile or portion thereof for aerial or above-ground lines, and twenty-five dollars (\$25) per mile, or portion thereof, for underground conduits for wires, cables, or telephone or telegraph lines maintained under the franchise during the preceding calendar year.

H.

I. Any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.

Section 3. Reports.

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller, within sixty (60) days after the expiration of the calendar year, or fractional calendar year, following the date of the granting of the franchise and within sixty (60) days after the expiration of each calendar year thereafter, two copies of a report verified by the oath of the Franchisee or by the oath of a duly authorized representative of the Franchisee showing the total gross receipts of the Franchisee for the immediately preceding franchise payment period, received or accrued in connection with the furnishing of the commodity or service arising from the use or operation of the franchise, together with such data as is necessary in the opinion of the County Auditor-Controller to calculate or verify the calculation of the annual payment required by Section 2-A, supra, (or the pro rata amount thereof, for the first period if the first period is less than one year).

B. Show in the report prepared pursuant to subsection 3.A., above, any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, old main lines abandoned in place, including the internal diameter of such main lines laid,

removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, old conduits abandoned in place; the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

Section 4. Late Payments.

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the Fee Payment Date.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the Fee Payment Date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the Fee Payment Date until full payment is received. Should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of this franchise,

operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to, the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

Section 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: (1) County's grant and/or extension of the franchise; (2) Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with the franchise; and/or (3) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or

performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving the franchise, or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any water, steam, water, wastewater, mud, or other substances from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and actions to repair or restore Franchisee's pipelines and appurtenances shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If

Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required in this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification,

non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of Workers' Compensation or other insurance required by this Section;

d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and

e. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection 5.C.1.d., above, stating: "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at the County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Franchisee shall release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this

franchise unless injury, death, loss, damage, or destruction is caused by either willful misconduct or sole negligence of the County.

5. Such insurance shall be endorsed naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following expiration, termination suspension, or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

c. Professional Liability/Errors and Omissions Insurance covering Franchisee's liability arising from or related to this Contract, with limits of not less than \$3 million per claim and \$5 million aggregate. Further, Franchisee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, either certified copies of the policies required by subsection 5.C. or a certificate of insurance for each of said policies executed by Franchisee's insurance agent, or by the company issuing the policy, certifying that the policy is in force.

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than fifty thousand dollars (\$50,000), payable to the County of Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of fifty thousand dollars (\$50,000), or any portion

thereof, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise. The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all the obligations under the franchise.

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Treasurer Tax Collector, as applicable.

F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee

agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.

G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and any operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

Section 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer, exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., below, and shall provide all documents requested by the County, as set forth in subsection 6.F., below. Consent to any such Assignment shall

only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the proposed Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, a certified copy of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument(s) is not filed with Public Works within thirty (30) days after the effective date of such proposed Assignment, or if any condition to consent by the County has not been met, then the County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms and conditions upon the Franchisee and/or the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in

the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the operative date of the franchise or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.

F. Except for any Assignments made pursuant to subsection 6.E., above, upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an application to Public Works, which shall contain, at a minimum:

1. Identification of the proposed Transferee that indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, and/or operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee, or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation, which details the proposed Assignment ("Assignment Documents").

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.

G. A transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., above. If the County's actual costs to process the proposed Assignment application, including any consultant fees incurred by the County to assist in evaluating the application, exceed the transfer fee amount of ten thousand dollars (\$10,000), Franchisee and the proposed Transferee, or either, shall pay any additional costs incurred by the County in processing the Assignment application. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request for Assignment by the County or the Board, as applicable.

Section 7. Parental Guaranty.

On or before the Effective Date of the Franchise, Franchisee shall file and thereafter at all times during the life of the Franchise keep on file with the County a parental guaranty from _____, or other parent company. A copy of the form parental guaranty is attached hereto as Exhibit “_”.

Section 8. Removal or Abandonment of Facilities.

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of Franchisee's pipes and appurtenances, Franchisee shall, within sixty (60) days thereafter, make a written application to Public Works for permission to engage in one of the following in accordance with applicable federal, State, and local laws and regulations: (1) abandon all, or a portion, of such pipes and appurtenances in place; or (2) remove all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned by reference to the map or maps required by this franchise and will describe with reasonable accuracy the relative physical condition of the pipes and appurtenances. Upon receipt of written application, Public Works will determine within ninety (90) days whether any abandonment, removal, or transfer that is proposed may be effected without detriment to the public interest or under what conditions the proposed abandonment, removal, or transfer may be safely effected and will promptly notify the Franchisee of any such requirements. If, for any reason, Franchisee

suspends operations of any of the pipes and appurtenances contained in this franchise for a period more than ninety (90) days, Franchisee will notify Public Works. During this period of suspended operations, Franchisee will maintain said pipes and appurtenances in accordance with all applicable federal and/or State and County Codes.

B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including, but not limited, to, an order that Franchisee remove all such pipes and appurtenances in accordance with applicable requirements. In the event Franchisee fails to remove any pipes and appurtenances that it is obligated to remove in accordance with applicable requirements within such reasonable time as may be prescribed by Public Works, then the County may remove such pipes and appurtenances at Franchisee's expense and the Franchisee will pay to the County within 60 days after delivery of an itemized bill the cost of removal including, but not limited to, reasonable overhead expenses in the sum no greater than an additional 30% of the actual cost of such work.

C. Abandoned pipelines on County highways remain property of Franchisee. Should the abandoned pipelines interfere with other uses in the right-of-way, including future utilities or underground facilities, said pipelines shall be removed by Franchisee, as necessary, at Franchisee's sole cost and expense. Alternatively, the County may remove or cause to be removed said pipelines at Franchisee's sole cost and expense. For the purposes of the payment of fees provisions in Section 2 of this franchise, such

facilities shall continue to be included in the calculation of fees until inspection reports prepared by Public Works indicate the work of removal or abandonment has been completed to the County's satisfaction.

D. For the purposes of the payment of fees provisions in Section 2 of this franchise, facilities shall exist as such until (1) inspection reports of Public Works indicate the work of removal has been done to its satisfaction or (2) in the case of facilities to be abandoned in-place.

E. This Section will survive the termination or expiration of this Franchise.

Section 9. Relocation of Pipelines.

In the event the County provides Franchisee notice to relocate its pipelines, facilities, and appurtenances, should Franchisee, after receipt of any such notice, neglect or fail to relocate its pipelines, facilities, and appurtenances in a timely manner and in accordance with applicable federal, State, and local laws and regulations, Franchisee shall be solely responsible for, and shall reimburse the County any and all costs or expenses incurred by the County due to, or resulting from, such neglect or failure with respect to relocation of the same.

Section 10. Pipeline Franchise Ordinance.

Franchisee acknowledges that it must comply with all applicable federal, state, and local laws and regulations, including the County Code, as may be amended hereafter, to the extent Franchisee continues to conduct activities within the County's

right-of-way, and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

Section 11. County Addresses.

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section
County of Los Angeles
Office of the Auditor-Controller
Administrative Services, Room 515
500 West Temple Street
Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works
Attn: Survey/Mapping & Property Management Division
900 South Fremont Avenue
Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

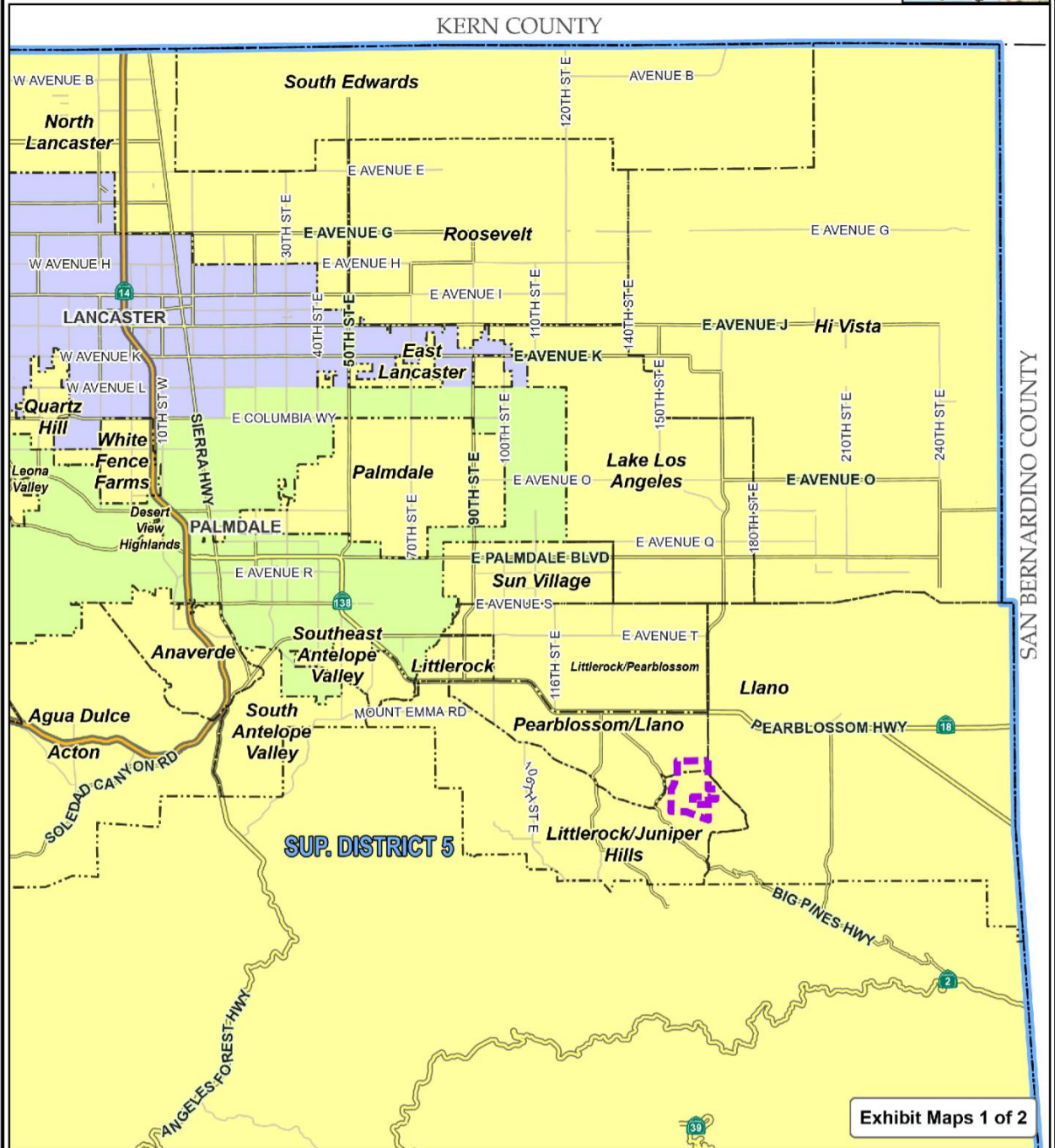
Section 12. Franchise Ordinance Operative Date.

The operative date of this franchise ordinance shall be May 11, 2025.

Section 13. Termination.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

Llano Del Rio Water Company Water Pipeline Franchise



■ Franchise Boundary
 Unincorporated County Area
 Supervisorial District

P:\mmap\MAPSVC\CUSTOM_MAPS\SMP\Aco&Rev\Pipeline Franchise\PRO\Llano Del Rio\Map.aprx
 DATE: Dec 18, 2024 Mapping & GIS Services, SMPM (mtrng)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



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Llano Del Rio Water Company Water Pipeline Franchise

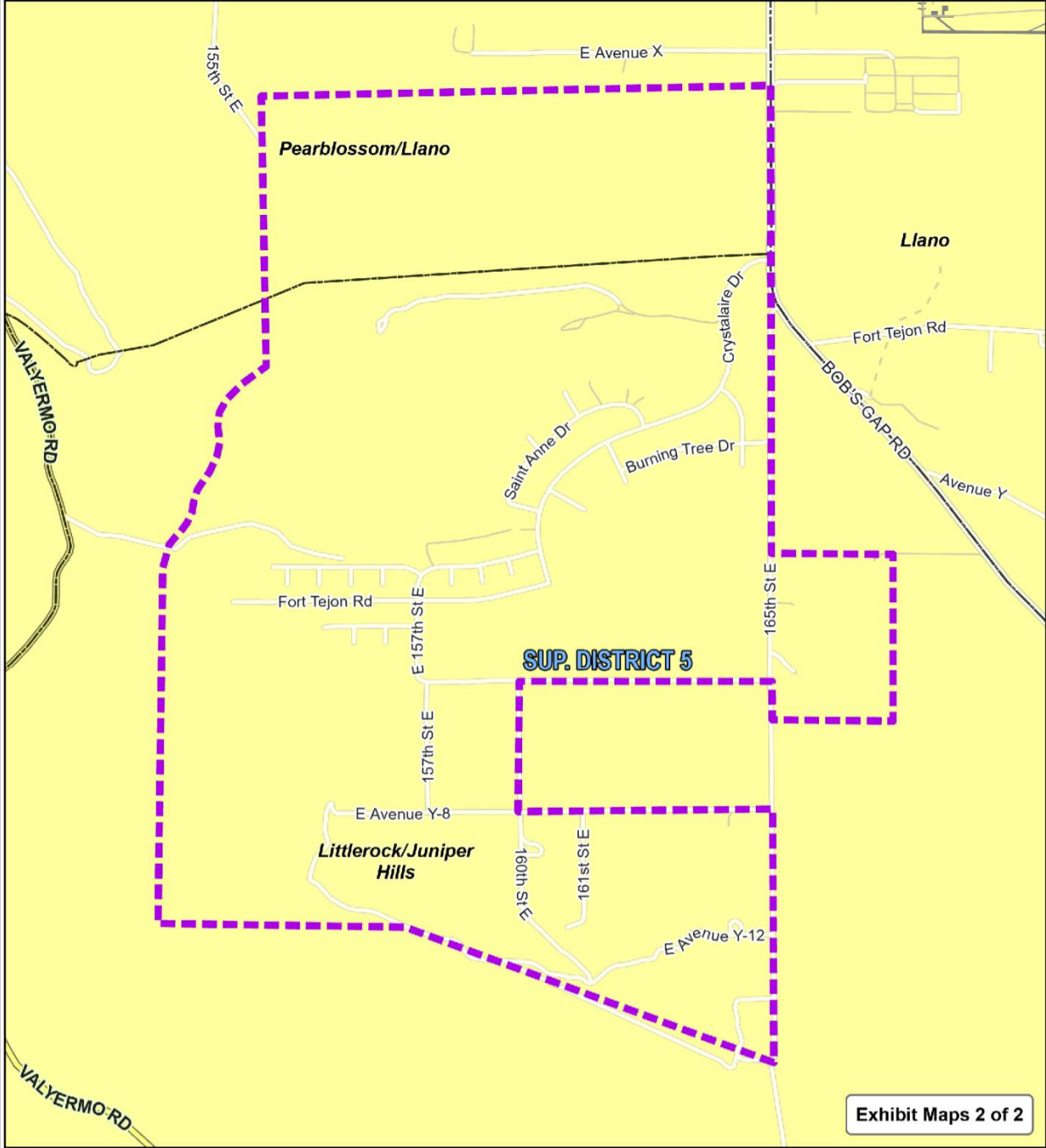


Exhibit Maps 2 of 2



- Franchise Boundary
- Supervisorial District
- Unincorporated County Area

P:\mp\maps\VC\CUSTOM MAPS\SMMP\Aco&Rev\Pipeline Franchise\PRO\Llano Del Rio\Map.aprx
DATE: Dec 18, 2024 Mapping & GIS Services, SMMP (mthong)

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Enclosure B

ANALYSIS

This ordinance grants a water pipeline franchise to Llano Del Rio Water Company franchise, a California corporation, ("Franchisee") to collect, transport, and distribute water for a period of fifteen (15) years, beginning on May 11, 2025, and expiring on May 10, 2040. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay the County a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON

County Counsel

By

ORDINANCE NO. _____

An ordinance granting a utility (water) pipeline franchise to Llano Del Rio Water Company franchise, a California corporation, for a period of fifteen (15) years, beginning on May 11, 2025, and expiring on May 10, 2040.

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

Section 1. Franchise Term; Grant.

The right, privilege, and franchise is granted to Llano Del Rio Water Company franchise, a California corporation ("Franchisee"), and its successors and assigns, for the period of fifteen (15) years, beginning on May 11, 2025, to lay, construct, reconstruct, operate, maintain, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for the collection, transportation, or distribution of water, mud, steam, water, wastewater, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as it may hereafter be amended, and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended, and as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, including adjunct communications lines, and other appurtenances and equipment for fiber optic or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or

hereafter dedicated to public use within the following described franchise areas within the unincorporated territory of the County of Los Angeles ("County"), State of California, as described below and as depicted on the Exhibit Maps attached hereto and made a part hereof.

Section 2. Consideration; Payment of Fees.

During such time as Franchisee's operations and rates for transportation are subject to the provisions of section 6231.5 of the California Public Utilities Code, the consideration shall be calculated pursuant to said section or other maximum amount permitted by law.

A. Granting Fee. As consideration for the franchise granted, transferred, extended, or otherwise amended, Franchisee shall pay to the County a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

B. Annual Franchise Fee. As additional consideration for the franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. Two percent (2%) of the gross annual receipts of the Franchisee arising from the use, operation, or possession of the franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of

the Franchisee derived from the sale within the franchise area of the commodity or service for which the franchise is awarded. Such percentage shall be paid annually during the life of the franchise, including the year of granting of the franchise. In the event this amount is increased by federal or state law or the County is empowered to increase the rate, the County reserves the right to increase the rate to the maximum amount permitted by federal, state, or local law.

D. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), on or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile or fraction thereof for all new main lines laid during that preceding calendar year; and

2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per pole-mile or portion thereof for aerial or above-ground lines, and twenty-five dollars (\$25) per mile, or portion thereof, for underground conduits for wires, cables, or telephone or telegraph lines maintained under the franchise during the preceding calendar year.

H.

I. Any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.

Section 3. Reports.

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller, within sixty (60) days after the expiration of the calendar year, or fractional calendar year, following the date of the granting of the franchise and within sixty (60) days after the expiration of each calendar year thereafter, two copies of a report verified by the oath of the Franchisee or by the oath of a duly authorized representative of the Franchisee showing the total gross receipts of the Franchisee for the immediately preceding franchise payment period, received or accrued in connection with the furnishing of the commodity or service arising from the use or operation of the franchise, together with such data as is necessary in the opinion of the County Auditor-Controller to calculate or verify the calculation of the annual payment required by Section 2-A, supra, (or the pro rata amount thereof, for the first period if the first period is less than one year).

B. Show in the report prepared pursuant to subsection 3.A., above, any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, old main lines abandoned in place, including the internal diameter of such main lines laid,

removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, old conduits abandoned in place; the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

Section 4. Late Payments.

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the Fee Payment Date.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the Fee Payment Date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the Fee Payment Date until full payment is received. Should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of this franchise,

operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to, the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

Section 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: (1) County's grant and/or extension of the franchise; (2) Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with the franchise; and/or (3) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or

performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving the franchise, or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any water, steam, water, wastewater, mud, or other substances from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and actions to repair or restore Franchisee's pipelines and appurtenances shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If

Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required in this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification,

non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of Workers' Compensation or other insurance required by this Section;

d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and

e. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection 5.C.1.d., above, stating: "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at the County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Franchisee shall release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this

franchise unless injury, death, loss, damage, or destruction is caused by either willful misconduct or sole negligence of the County.

5. Such insurance shall be endorsed naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following expiration, termination suspension, or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

c. Professional Liability/Errors and Omissions Insurance covering Franchisee's liability arising from or related to this Contract, with limits of not less than \$3 million per claim and \$5 million aggregate. Further, Franchisee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, either certified copies of the policies required by subsection 5.C. or a certificate of insurance for each of said policies executed by Franchisee's insurance agent, or by the company issuing the policy, certifying that the policy is in force.

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than fifty thousand dollars (\$50,000), payable to the County of Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of fifty thousand dollars (\$50,000), or any portion

thereof, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise. The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all the obligations under the franchise.

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Treasurer Tax Collector, as applicable.

F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee

agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.

G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and any operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

Section 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer, exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., below, and shall provide all documents requested by the County, as set forth in subsection 6.F., below. Consent to any such Assignment shall

only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the proposed Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, a certified copy of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument(s) is not filed with Public Works within thirty (30) days after the effective date of such proposed Assignment, or if any condition to consent by the County has not been met, then the County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms and conditions upon the Franchisee and/or the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in

the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the operative date of the franchise or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.

F. Except for any Assignments made pursuant to subsection 6.E., above, upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an application to Public Works, which shall contain, at a minimum:

1. Identification of the proposed Transferee that indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, and/or operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee, or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation, which details the proposed Assignment ("Assignment Documents").

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.

G. A transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., above. If the County's actual costs to process the proposed Assignment application, including any consultant fees incurred by the County to assist in evaluating the application, exceed the transfer fee amount of ten thousand dollars (\$10,000), Franchisee and the proposed Transferee, or either, shall pay any additional costs incurred by the County in processing the Assignment application. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request for Assignment by the County or the Board, as applicable.

Section 7. Parental Guaranty.

On or before the Effective Date of the Franchise, Franchisee shall file and thereafter at all times during the life of the Franchise keep on file with the County a parental guaranty from _____, or other parent company. A copy of the form parental guaranty is attached hereto as Exhibit “_”.

Section 8. Removal or Abandonment of Facilities.

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of Franchisee's pipes and appurtenances, Franchisee shall, within sixty (60) days thereafter, make a written application to Public Works for permission to engage in one of the following in accordance with applicable federal, State, and local laws and regulations: (1) abandon all, or a portion, of such pipes and appurtenances in place; or (2) remove all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned by reference to the map or maps required by this franchise and will describe with reasonable accuracy the relative physical condition of the pipes and appurtenances. Upon receipt of written application, Public Works will determine within ninety (90) days whether any abandonment, removal, or transfer that is proposed may be effected without detriment to the public interest or under what conditions the proposed abandonment, removal, or transfer may be safely effected and will promptly notify the Franchisee of any such requirements. If, for any reason, Franchisee

suspends operations of any of the pipes and appurtenances contained in this franchise for a period more than ninety (90) days, Franchisee will notify Public Works. During this period of suspended operations, Franchisee will maintain said pipes and appurtenances in accordance with all applicable federal and/or State and County Codes.

B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including, but not limited, to, an order that Franchisee remove all such pipes and appurtenances in accordance with applicable requirements. In the event Franchisee fails to remove any pipes and appurtenances that it is obligated to remove in accordance with applicable requirements within such reasonable time as may be prescribed by Public Works, then the County may remove such pipes and appurtenances at Franchisee's expense and the Franchisee will pay to the County within 60 days after delivery of an itemized bill the cost of removal including, but not limited to, reasonable overhead expenses in the sum no greater than an additional 30% of the actual cost of such work.

C. Abandoned pipelines on County highways remain property of Franchisee. Should the abandoned pipelines interfere with other uses in the right-of-way, including future utilities or underground facilities, said pipelines shall be removed by Franchisee, as necessary, at Franchisee's sole cost and expense. Alternatively, the County may remove or cause to be removed said pipelines at Franchisee's sole cost and expense. For the purposes of the payment of fees provisions in Section 2 of this franchise, such

facilities shall continue to be included in the calculation of fees until inspection reports prepared by Public Works indicate the work of removal or abandonment has been completed to the County's satisfaction.

D. For the purposes of the payment of fees provisions in Section 2 of this franchise, facilities shall exist as such until (1) inspection reports of Public Works indicate the work of removal has been done to its satisfaction or (2) in the case of facilities to be abandoned in-place.

E. This Section will survive the termination or expiration of this Franchise.

Section 9. Relocation of Pipelines.

In the event the County provides Franchisee notice to relocate its pipelines, facilities, and appurtenances, should Franchisee, after receipt of any such notice, neglect or fail to relocate its pipelines, facilities, and appurtenances in a timely manner and in accordance with applicable federal, State, and local laws and regulations, Franchisee shall be solely responsible for, and shall reimburse the County any and all costs or expenses incurred by the County due to, or resulting from, such neglect or failure with respect to relocation of the same.

Section 10. Pipeline Franchise Ordinance.

Franchisee acknowledges that it must comply with all applicable federal, state, and local laws and regulations, including the County Code, as may be amended hereafter, to the extent Franchisee continues to conduct activities within the County's

right-of-way, and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

Section 11. County Addresses.

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section
County of Los Angeles
Office of the Auditor-Controller
Administrative Services, Room 515
500 West Temple Street
Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works
Attn: Survey/Mapping & Property Management Division
900 South Fremont Avenue
Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

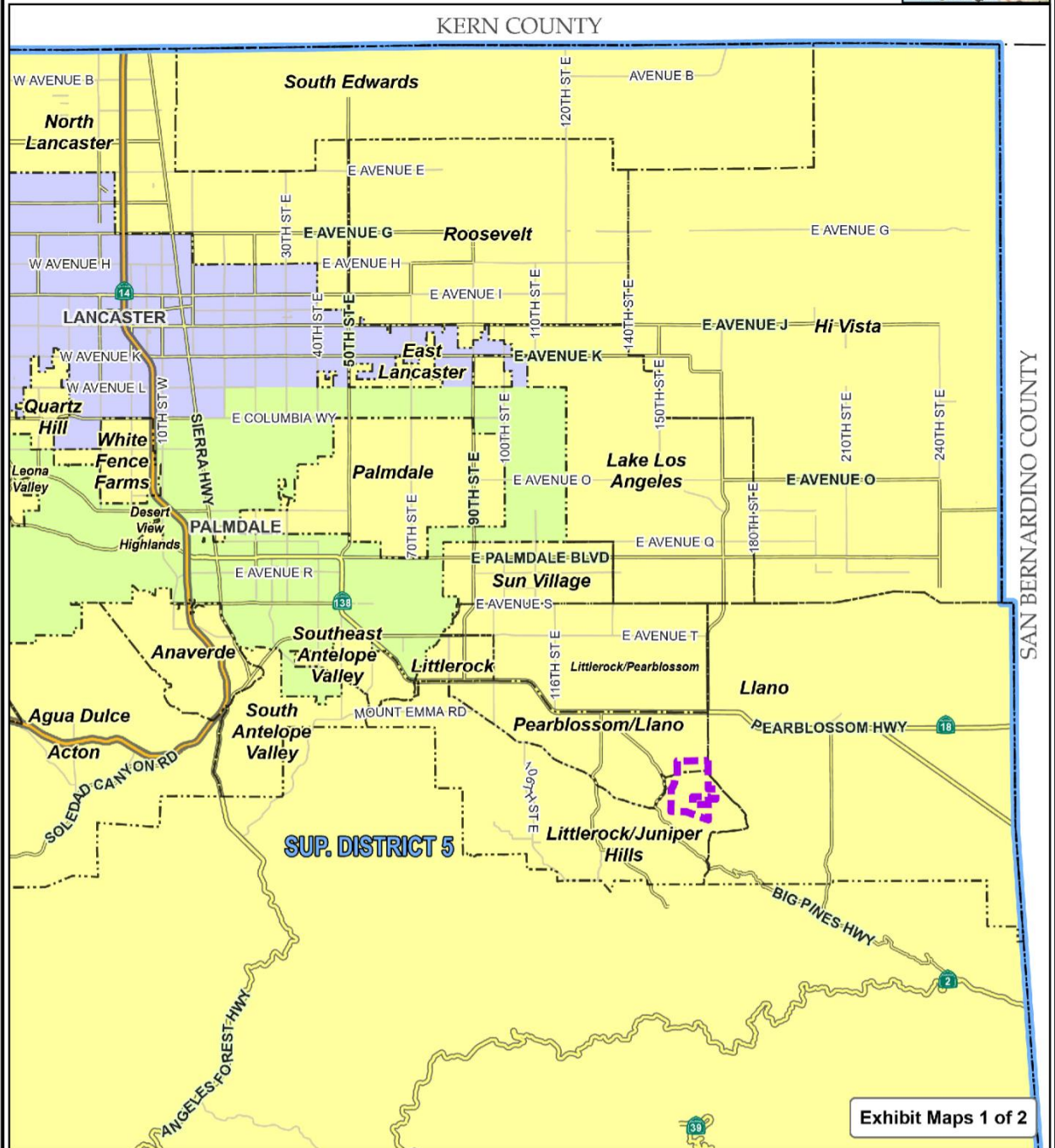
Section 12. Franchise Ordinance Operative Date.

The operative date of this franchise ordinance shall be May 11, 2025.

Section 13. Termination.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

Llano Del Rio Water Company Water Pipeline Franchise



--- Franchise Boundary
 Unincorporated County Area

P:\mpps\MAPSVC\CUSTOM MAPS\SMP\Aco&Rev\Pipeline Franchise\PRO\Llano Del Rio\Map.aprx

DATE: Dec 18, 2024 Mapping & GIS Services, SMPM (mtrng)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



0 3 Miles

Llano Del Rio Water Company Water Pipeline Franchise

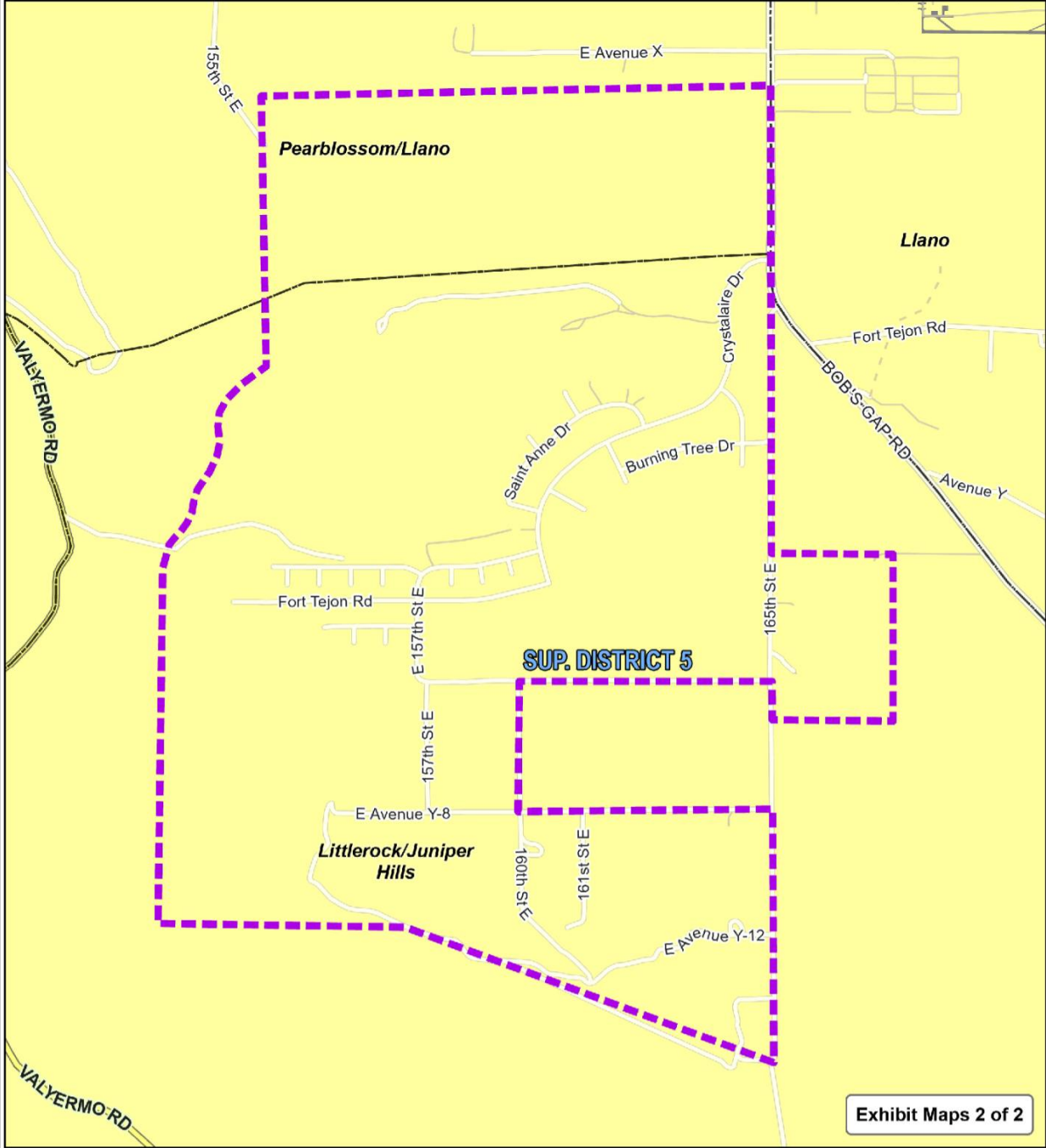


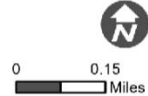
Exhibit Maps 2 of 2



- Franchise Boundary
- Supervisory District
- Unincorporated County Area

P:\mp\maps\VC\CUSTOM MAPS\SMP\Aco&Rev\Pipeline Franchise\PRO\Llano Del Rio\Map.aprx
DATE: Dec 18, 2024 Mapping & GIS Services, SMPM (mthong)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

Regular☒ Regular – Dual Signature☐ Ordinance☐ Public Hearing☐ Public Hearing – Dual Action☐

DATE OF MEETING:	05/06/2025
DEPARTMENT NAME:	PUBLIC WORKS
BOARD LETTERHEAD:	PUBLIC WORKS
SUPERVISORIAL DISTRICT(S) AFFECTED:	1ST <input type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/> 4TH <input type="checkbox"/> 5TH <input checked="" type="checkbox"/> ALL <input type="checkbox"/>
VOTES REQUIRED:	3 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION:	APPROVE <input type="checkbox"/> APPROVE WITH MODIFICATION <input type="checkbox"/> DISAPPROVE <input type="checkbox"/> NONE <input checked="" type="checkbox"/>

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

*Instructions: To comply with the Brown Act requirement, the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources; and effective dates. Include an instruction for the Chair, Chairman, or Director to sign when such signature is required on a document. Also, a short title of the Board letter must be provided. The **title** should be no longer than **20 words** and only identify the main subject matter of the recommended Board action.*

TITLE: Resolution of Intention and Introduction of an Ordinance to Grant a Water Pipeline Franchise to Llano Del Rio Water Company

Recommendation: Approve the Resolution of Intention to grant a 15-year water pipeline franchise to Llano Del Rio Water Company; introduce, waive reading, and place on the Board agenda for adoption an ordinance to grant a 15-year water pipeline franchise to Llano Del Rio Water Company; set the matter for a public hearing on May 27, 2025, or on the next available hearing date within 60 days from the date of adoption of the Resolution of Intention; instruct the Executive Officer of the Board of Supervisors to publish a Notice of Public Hearing pursuant to Section 6232 of the California Public Utilities Code, and find that the proposed project is exempt from the California Environmental Quality Act. **(Public Works) APPROVE 3 VOTES**

BC:st

P:\MPPUB\ADMIN\SHARLENE\BL\LLANO\LLANO AGENDA.DOCX

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

Regular ☐ Regular – Dual Signature ☐ Ordinance ☒ Public Hearing ☐ Public Hearing – Dual Action ☒

DATE OF MEETING:	05/27/2025
DEPARTMENT NAME:	PUBLIC WORKS
BOARD LETTERHEAD:	PUBLIC WORKS
SUPERVISORIAL DISTRICT(S) AFFECTED:	1ST <input type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/> 4TH <input type="checkbox"/> 5TH <input checked="" type="checkbox"/> ALL <input type="checkbox"/>
VOTES REQUIRED:	3 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION:	APPROVE <input type="checkbox"/> APPROVE WITH MODIFICATION <input type="checkbox"/> DISAPPROVE <input type="checkbox"/> NONE <input checked="" type="checkbox"/>

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

*Instructions: To comply with the Brown Act requirement, the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources; and effective dates. Include an instruction for the Chair, Chairman, or Director to sign when such signature is required on a document. Also, a short title of the Board letter must be provided. The **title** should be no longer than **20 words** and only identify the main subject matter of the recommended Board action.*

TITLE: Adoption of an Ordinance to Grant a Water Pipeline Franchise to Llano Del Rio Water Company

Recommendation: Adopt the ordinance to grant a 15-year water pipeline franchise to Llano Del Rio Water Company. **(Public Works)** ADOPT 3 VOTES

BC:st

P:\MPPUB\ADMIN\SHARLENE\BL\2025\LLANO-BC\LLANO AGENDA ORDINANCE.DOCX

LOS ANGELES COUNTY PUBLIC WORKS
FINANCIAL MANAGEMENT BRANCH

FISCAL IMPACT REVIEW

DRAFT BOARD LETTER/DELEGATED AWARD, DELEGATED CHANGE ORDER, AND CAPITAL PROJECT

PART I - RESPONSIBLE DIVISIONS

FIR Log Number (system will generate the FIR Log Number) FIR25-152
Requestor Division Name Survey/Mapping & Property Management Division
Requestor Division Unit 48300
ACES No _____
Maximum Contract Amount _____
☒ Draft Board Letter

CONTACT NAME	EMAIL	PHONE
Cho, Jeong Yearn	JCho@dpw.lacounty.gov	

Board Letter/Delegated Change Order Subject:
TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF INTENTION AND INTRODUCTION OF ORDINANCE
TO GRANT A WATER PIPELINE FRANCHISE
TO LLANO DEL RIO WATER COMPANY

PART II - BUDGET/FUND MANAGEMENT DIVISION


AVAILABLE FUNDS

☒ No Fiscal Impact

Comments: Llano Del Rio will pay the County a granting fee of \$10,000 within 30 days of the adoption of the ordinance and an annual franchise fee of 2 percent of its gross annual receipts arising from the use, operation, or possession of the franchise but not less than 1 percent of the gross annual receipts from the sale of water in the service areas of the County. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.
For the 2023 calendar year, Llano Del Rio reported and paid the County a total annual franchise fee of \$1,726.54, which was deposited into the County General Fund-Nondepartmental Revenue.

LEVEL	NAME	ACTION	DATE
Approved By			
ASSIST DIV/DIVISION CHIEF	Pirotton, Claudia	FINAL	Jan 6, 2025 6:08:57 PM

PART III - FUND MANAGER(S) REVIEW

Initial:  Date: 1/7/25
Initial: _____ Date: _____
Initial: _____ Date: _____
Initial: _____ Date: _____

FUNDING CONFIRMATION SHEET

Funding Amount:	
Fiscal Year:	
Fund:	
Fund Code:	
Appropriation Category:	
Revenue Source Code:	
Total Budgeted Appropriation:	
Total Budgeted Revenue Amount:	
Fiscal Impact:	<p>Llano Del Rio will pay the County a granting fee of \$10,000 within 30 days of the adoption of the ordinance and an annual franchise fee of 2 percent of its gross annual receipts arising from the use, operation, or possession of the franchise but not less than 1 percent of the gross annual receipts from the sale of water in the service areas of the County. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.</p> <p>For the 2023 calendar year, Llano Del Rio reported and paid the County a total annual franchise fee of \$1,726.54, which was deposited into the County General Fund-Nondepartmental Revenue.</p>
Comments:	

Enclosure A

**RESOLUTION OF INTENTION
TO GRANT A 15-YEAR WATER PIPELINE FRANCHISE
TO LLANO DEL RIO WATER COMPANY**

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

- A. Llano Del Rio Water Company, a California corporation, hereinafter referred to as Franchisee, has applied to the Board of Supervisors of the County of Los Angeles, State of California, for a franchise for a period of fifteen (15) years beginning on May 11, 2025, the operative day of the franchise, and terminating on May 10, 2040, to lay, construct, reconstruct, operate, maintain, renew, repair, change the size of, remove, or abandon in place pipes and pipelines for the collection, transportation, or distribution of water, mud, steam, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C., Section 9601 et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C., Section 1251 et seq., as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, including adjunct communications lines, and other appurtenances and equipment for fiber optic or telephone lines, or both, necessary or appropriate solely for the Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles, State of California, and depicted on the Exhibit Maps attached to the proposed ordinance attached hereto.
- B. It is the intention of the Board of Supervisors to grant the franchise applied for upon the terms and conditions herein mentioned. The Franchisee and its successors and assigns will, during the life of the franchise, pay annually to the County of Los Angeles, State of California, the amount specified in the proposed ordinance from the operative date of the franchise and in the event such payment is not made, the franchise will be forfeited.
- C. The franchise described in the ordinance is a franchise for water pipeline purposes.
- D. That on May 27, 2025, or at the next available hearing date, on a day not less than twenty (20) days or more than sixty (60) days after the date of the passage of this Resolution of Intention, in the hearing room of the Board of Supervisors, Board Hearing Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple

Street, Los Angeles, CA 90012, all persons having any objection to the granting of the franchise hereinabove described may appear before the Board of Supervisors and be heard thereon.

- E. The Executive Officer of the Board of Supervisors shall cause notice of said hearing to be published in accordance with Section 6232 of the California Public Utilities Code at least once within fifteen (15) days after adoption of this Resolution of Intention in a newspaper of general circulation published in the County of Los Angeles, State of California.

[illegible]

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

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By  _____
Deputy

ANALYSIS

This ordinance grants a water pipeline franchise to Llano Del Rio Water Company franchise, a California corporation, ("Franchisee") to collect, transport, and distribute water for a period of fifteen (15) years, beginning on May 11, 2025, and expiring on May 10, 2040. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay the County a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON

County Counsel

By

ORDINANCE NO. _____

An ordinance granting a utility (water) pipeline franchise to Llano Del Rio Water Company franchise, a California corporation, for a period of fifteen (15) years, beginning on May 11, 2025, and expiring on May 10, 2040.

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

Section 1. Franchise Term; Grant.

The right, privilege, and franchise is granted to Llano Del Rio Water Company franchise, a California corporation ("Franchisee"), and its successors and assigns, for the period of fifteen (15) years, beginning on May 11, 2025, to lay, construct, reconstruct, operate, maintain, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for the collection, transportation, or distribution of water, mud, steam, water, wastewater, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as it may hereafter be amended, and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended, and as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, including adjunct communications lines, and other appurtenances and equipment for fiber optic or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or

hereafter dedicated to public use within the following described franchise areas within the unincorporated territory of the County of Los Angeles ("County"), State of California, as described below and as depicted on the Exhibit Maps attached hereto and made a part hereof.

Section 2. Consideration; Payment of Fees.

During such time as Franchisee's operations and rates for transportation are subject to the provisions of section 6231.5 of the California Public Utilities Code, the consideration shall be calculated pursuant to said section or other maximum amount permitted by law.

A. Granting Fee. As consideration for the franchise granted, transferred, extended, or otherwise amended, Franchisee shall pay to the County a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

B. Annual Franchise Fee. As additional consideration for the franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. Two percent (2%) of the gross annual receipts of the Franchisee arising from the use, operation, or possession of the franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of

the Franchisee derived from the sale within the franchise area of the commodity or service for which the franchise is awarded. Such percentage shall be paid annually during the life of the franchise, including the year of granting of the franchise. In the event this amount is increased by federal or state law or the County is empowered to increase the rate, the County reserves the right to increase the rate to the maximum amount permitted by federal, state, or local law.

D. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), on or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile or fraction thereof for all new main lines laid during that preceding calendar year; and

2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per pole-mile or portion thereof for aerial or above-ground lines, and twenty-five dollars (\$25) per mile, or portion thereof, for underground conduits for wires, cables, or telephone or telegraph lines maintained under the franchise during the preceding calendar year.

H.

I. Any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.

Section 3. Reports.

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller, within sixty (60) days after the expiration of the calendar year, or fractional calendar year, following the date of the granting of the franchise and within sixty (60) days after the expiration of each calendar year thereafter, two copies of a report verified by the oath of the Franchisee or by the oath of a duly authorized representative of the Franchisee showing the total gross receipts of the Franchisee for the immediately preceding franchise payment period, received or accrued in connection with the furnishing of the commodity or service arising from the use or operation of the franchise, together with such data as is necessary in the opinion of the County Auditor-Controller to calculate or verify the calculation of the annual payment required by Section 2-A, supra, (or the pro rata amount thereof, for the first period if the first period is less than one year).

B. Show in the report prepared pursuant to subsection 3.A., above, any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, old main lines abandoned in place, including the internal diameter of such main lines laid,

removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, old conduits abandoned in place; the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

Section 4. Late Payments.

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the Fee Payment Date.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the Fee Payment Date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the Fee Payment Date until full payment is received. Should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of this franchise,

operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to, the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

Section 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: (1) County's grant and/or extension of the franchise; (2) Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with the franchise; and/or (3) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or

performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving the franchise, or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any water, steam, water, wastewater, mud, or other substances from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and actions to repair or restore Franchisee's pipelines and appurtenances shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If

Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required in this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification,

non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of Workers' Compensation or other insurance required by this Section;

d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and

e. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection 5.C.1.d., above, stating: "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at the County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Franchisee shall release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this

franchise unless injury, death, loss, damage, or destruction is caused by either willful misconduct or sole negligence of the County.

5. Such insurance shall be endorsed naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following expiration, termination suspension, or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

c. Professional Liability/Errors and Omissions Insurance covering Franchisee's liability arising from or related to this Contract, with limits of not less than \$3 million per claim and \$5 million aggregate. Further, Franchisee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, either certified copies of the policies required by subsection 5.C. or a certificate of insurance for each of said policies executed by Franchisee's insurance agent, or by the company issuing the policy, certifying that the policy is in force.

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than fifty thousand dollars (\$50,000), payable to the County of Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of fifty thousand dollars (\$50,000), or any portion

thereof, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise. The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all the obligations under the franchise.

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Treasurer Tax Collector, as applicable.

F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee

agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.

G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and any operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

Section 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer, exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., below, and shall provide all documents requested by the County, as set forth in subsection 6.F., below. Consent to any such Assignment shall

only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the proposed Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, a certified copy of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument(s) is not filed with Public Works within thirty (30) days after the effective date of such proposed Assignment, or if any condition to consent by the County has not been met, then the County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms and conditions upon the Franchisee and/or the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in

the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the operative date of the franchise or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.

F. Except for any Assignments made pursuant to subsection 6.E., above, upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an application to Public Works, which shall contain, at a minimum:

1. Identification of the proposed Transferee that indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, and/or operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee, or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation, which details the proposed Assignment ("Assignment Documents").

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.

G. A transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., above. If the County's actual costs to process the proposed Assignment application, including any consultant fees incurred by the County to assist in evaluating the application, exceed the transfer fee amount of ten thousand dollars (\$10,000), Franchisee and the proposed Transferee, or either, shall pay any additional costs incurred by the County in processing the Assignment application. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request for Assignment by the County or the Board, as applicable.

Section 7. Parental Guaranty.

On or before the Effective Date of the Franchise, Franchisee shall file and thereafter at all times during the life of the Franchise keep on file with the County a parental guaranty from _____, or other parent company. A copy of the form parental guaranty is attached hereto as Exhibit “_”.

Section 8. Removal or Abandonment of Facilities.

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of Franchisee's pipes and appurtenances, Franchisee shall, within sixty (60) days thereafter, make a written application to Public Works for permission to engage in one of the following in accordance with applicable federal, State, and local laws and regulations: (1) abandon all, or a portion, of such pipes and appurtenances in place; or (2) remove all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned by reference to the map or maps required by this franchise and will describe with reasonable accuracy the relative physical condition of the pipes and appurtenances. Upon receipt of written application, Public Works will determine within ninety (90) days whether any abandonment, removal, or transfer that is proposed may be effected without detriment to the public interest or under what conditions the proposed abandonment, removal, or transfer may be safely effected and will promptly notify the Franchisee of any such requirements. If, for any reason, Franchisee

suspends operations of any of the pipes and appurtenances contained in this franchise for a period more than ninety (90) days, Franchisee will notify Public Works. During this period of suspended operations, Franchisee will maintain said pipes and appurtenances in accordance with all applicable federal and/or State and County Codes.

B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including, but not limited, to, an order that Franchisee remove all such pipes and appurtenances in accordance with applicable requirements. In the event Franchisee fails to remove any pipes and appurtenances that it is obligated to remove in accordance with applicable requirements within such reasonable time as may be prescribed by Public Works, then the County may remove such pipes and appurtenances at Franchisee's expense and the Franchisee will pay to the County within 60 days after delivery of an itemized bill the cost of removal including, but not limited to, reasonable overhead expenses in the sum no greater than an additional 30% of the actual cost of such work.

C. Abandoned pipelines on County highways remain property of Franchisee. Should the abandoned pipelines interfere with other uses in the right-of-way, including future utilities or underground facilities, said pipelines shall be removed by Franchisee, as necessary, at Franchisee's sole cost and expense. Alternatively, the County may remove or cause to be removed said pipelines at Franchisee's sole cost and expense. For the purposes of the payment of fees provisions in Section 2 of this franchise, such

facilities shall continue to be included in the calculation of fees until inspection reports prepared by Public Works indicate the work of removal or abandonment has been completed to the County's satisfaction.

D. For the purposes of the payment of fees provisions in Section 2 of this franchise, facilities shall exist as such until (1) inspection reports of Public Works indicate the work of removal has been done to its satisfaction or (2) in the case of facilities to be abandoned in-place.

E. This Section will survive the termination or expiration of this Franchise.

Section 9. Relocation of Pipelines.

In the event the County provides Franchisee notice to relocate its pipelines, facilities, and appurtenances, should Franchisee, after receipt of any such notice, neglect or fail to relocate its pipelines, facilities, and appurtenances in a timely manner and in accordance with applicable federal, State, and local laws and regulations, Franchisee shall be solely responsible for, and shall reimburse the County any and all costs or expenses incurred by the County due to, or resulting from, such neglect or failure with respect to relocation of the same.

Section 10. Pipeline Franchise Ordinance.

Franchisee acknowledges that it must comply with all applicable federal, state, and local laws and regulations, including the County Code, as may be amended hereafter, to the extent Franchisee continues to conduct activities within the County's

right-of-way, and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

Section 11. County Addresses.

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section
County of Los Angeles
Office of the Auditor-Controller
Administrative Services, Room 515
500 West Temple Street
Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works
Attn: Survey/Mapping & Property Management Division
900 South Fremont Avenue
Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

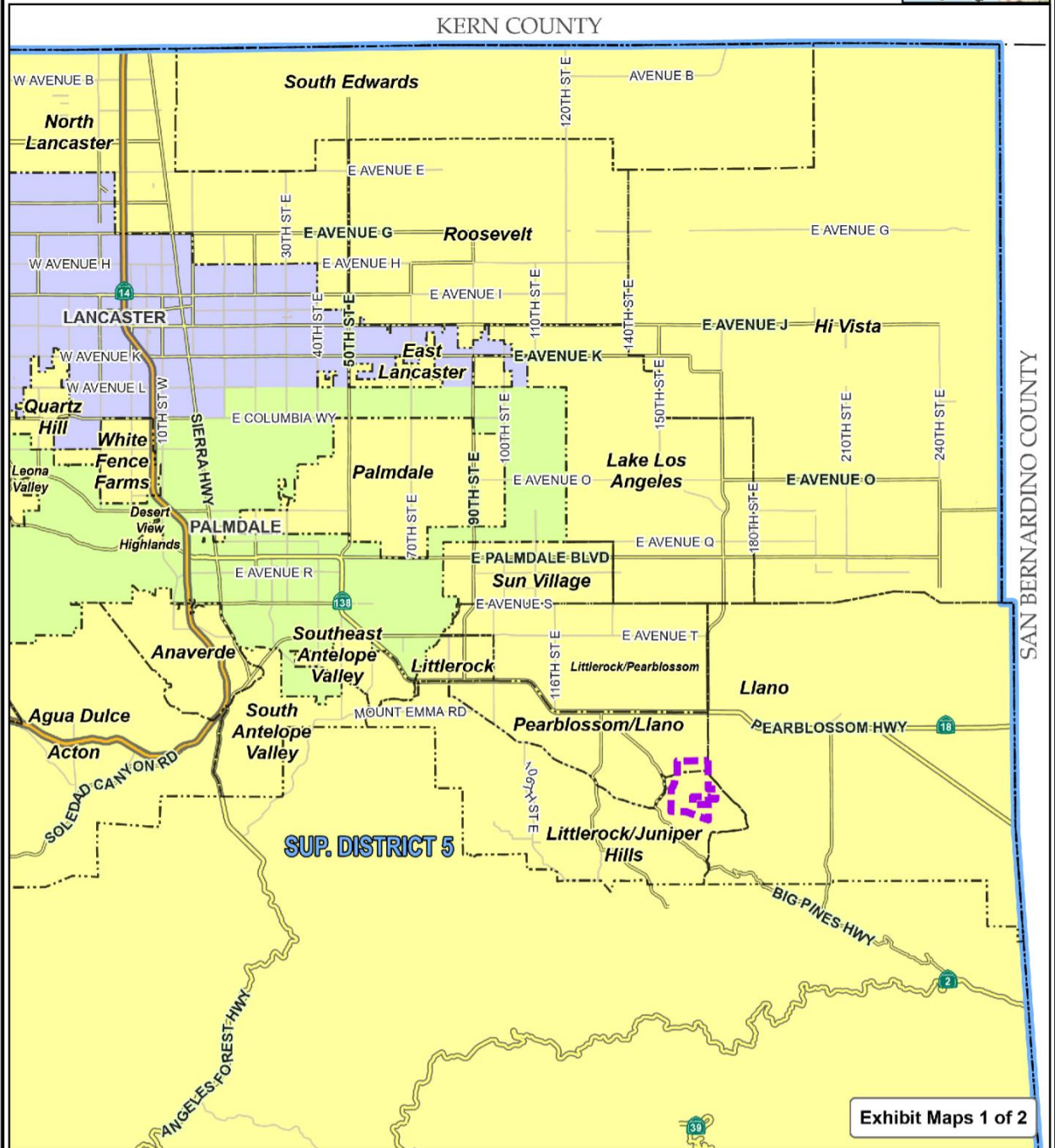
Section 12. Franchise Ordinance Operative Date.

The operative date of this franchise ordinance shall be May 11, 2025.

Section 13. Termination.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

Llano Del Rio Water Company Water Pipeline Franchise



--- Franchise Boundary
 Unincorporated County Area

P:\mpps\MAPSVC\CUSTOM_MAPS\SMPP\Aco&Rev\Pipeline Franchise\PRO\Llano Del Rio\Map.aprx

DATE: Dec 18, 2024 Mapping & GIS Services, SMPP (mtrng)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



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Llano Del Rio Water Company Water Pipeline Franchise

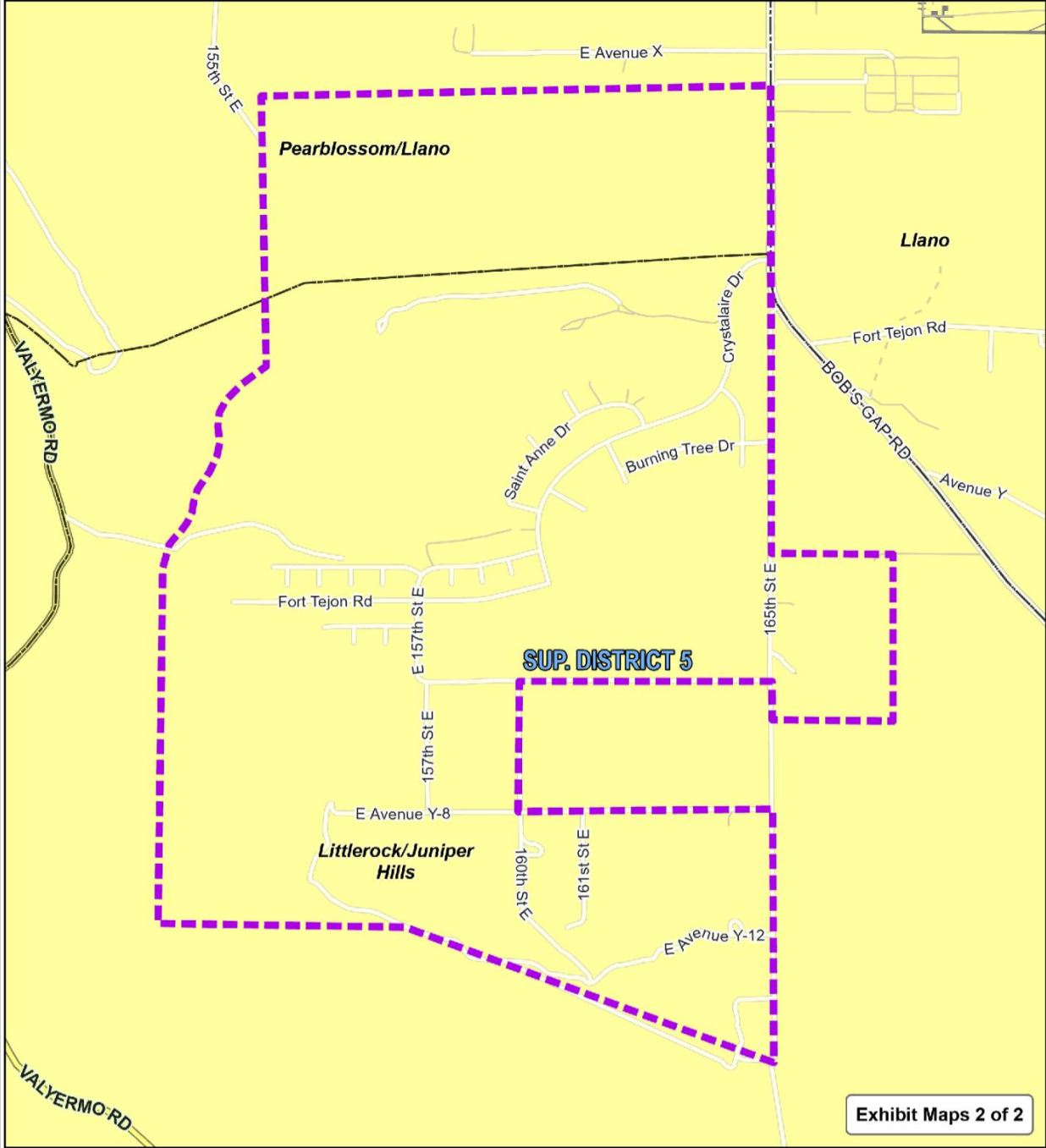


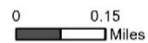
Exhibit Maps 2 of 2



- Franchise Boundary
- Supervisory District
- Unincorporated County Area

P:\mp\maps\VC\CUSTOM MAPS\SMMP\Aco&Rev\Pipeline Franchise\PRO\Llano Del Rio\Map.aprx
DATE: Dec 18, 2024 Mapping & GIS Services, SMMP (mthong)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



Enclosure B

ANALYSIS

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During such time as Franchisee's operations and rates for transportation are subject to the provisions of section 6231.5 of the California Public Utilities Code, the consideration shall be calculated pursuant to said section or other maximum amount permitted by law.

A. Granting Fee. As consideration for the franchise granted, transferred, extended, or otherwise amended, Franchisee shall pay to the County a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

B. Annual Franchise Fee. As additional consideration for the franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. Two percent (2%) of the gross annual receipts of the Franchisee arising from the use, operation, or possession of the franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of

the Franchisee derived from the sale within the franchise area of the commodity or service for which the franchise is awarded. Such percentage shall be paid annually during the life of the franchise, including the year of granting of the franchise. In the event this amount is increased by federal or state law or the County is empowered to increase the rate, the County reserves the right to increase the rate to the maximum amount permitted by federal, state, or local law.

D. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), on or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile or fraction thereof for all new main lines laid during that preceding calendar year; and

2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per pole-mile or portion thereof for aerial or above-ground lines, and twenty-five dollars (\$25) per mile, or portion thereof, for underground conduits for wires, cables, or telephone or telegraph lines maintained under the franchise during the preceding calendar year.

H.

I. Any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.

Section 3. Reports.

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller, within sixty (60) days after the expiration of the calendar year, or fractional calendar year, following the date of the granting of the franchise and within sixty (60) days after the expiration of each calendar year thereafter, two copies of a report verified by the oath of the Franchisee or by the oath of a duly authorized representative of the Franchisee showing the total gross receipts of the Franchisee for the immediately preceding franchise payment period, received or accrued in connection with the furnishing of the commodity or service arising from the use or operation of the franchise, together with such data as is necessary in the opinion of the County Auditor-Controller to calculate or verify the calculation of the annual payment required by Section 2-A, supra, (or the pro rata amount thereof, for the first period if the first period is less than one year).

B. Show in the report prepared pursuant to subsection 3.A., above, any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, old main lines abandoned in place, including the internal diameter of such main lines laid,

removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, old conduits abandoned in place; the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

Section 4. Late Payments.

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the Fee Payment Date.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the Fee Payment Date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the Fee Payment Date until full payment is received. Should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of this franchise,

operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to, the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

Section 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: (1) County's grant and/or extension of the franchise; (2) Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with the franchise; and/or (3) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or

performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving the franchise, or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any water, steam, water, wastewater, mud, or other substances from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and actions to repair or restore Franchisee's pipelines and appurtenances shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's agents, in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If

Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required in this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification,

non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of Workers' Compensation or other insurance required by this Section;

d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and

e. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection 5.C.1.d., above, stating: "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at the County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Franchisee shall release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this

franchise unless injury, death, loss, damage, or destruction is caused by either willful misconduct or sole negligence of the County.

5. Such insurance shall be endorsed naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following expiration, termination suspension, or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars (\$1,000,000) per occurrence.

c. Professional Liability/Errors and Omissions Insurance covering Franchisee's liability arising from or related to this Contract, with limits of not less than \$3 million per claim and \$5 million aggregate. Further, Franchisee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq., as it may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit, covering all persons providing services on behalf of Franchisee and all persons Franchisee is legally required to cover.

D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, either certified copies of the policies required by subsection 5.C. or a certificate of insurance for each of said policies executed by Franchisee's insurance agent, or by the company issuing the policy, certifying that the policy is in force.

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than fifty thousand dollars (\$50,000), payable to the County of Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of fifty thousand dollars (\$50,000), or any portion

thereof, and shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise. The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all the obligations under the franchise.

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Treasurer Tax Collector, as applicable.

F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee

agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.

G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and any operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

Section 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer, exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., below, and shall provide all documents requested by the County, as set forth in subsection 6.F., below. Consent to any such Assignment shall

only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the proposed Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, a certified copy of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument(s) is not filed with Public Works within thirty (30) days after the effective date of such proposed Assignment, or if any condition to consent by the County has not been met, then the County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms and conditions upon the Franchisee and/or the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in

the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, Assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the operative date of the franchise or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.

F. Except for any Assignments made pursuant to subsection 6.E., above, upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an application to Public Works, which shall contain, at a minimum:

1. Identification of the proposed Transferee that indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, and/or operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee, or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation, which details the proposed Assignment ("Assignment Documents").

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.

G. A transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., above. If the County's actual costs to process the proposed Assignment application, including any consultant fees incurred by the County to assist in evaluating the application, exceed the transfer fee amount of ten thousand dollars (\$10,000), Franchisee and the proposed Transferee, or either, shall pay any additional costs incurred by the County in processing the Assignment application. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request for Assignment by the County or the Board, as applicable.

Section 7. Parental Guaranty.

On or before the Effective Date of the Franchise, Franchisee shall file and thereafter at all times during the life of the Franchise keep on file with the County a parental guaranty from _____, or other parent company. A copy of the form parental guaranty is attached hereto as Exhibit “_”.

Section 8. Removal or Abandonment of Facilities.

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of Franchisee's pipes and appurtenances, Franchisee shall, within sixty (60) days thereafter, make a written application to Public Works for permission to engage in one of the following in accordance with applicable federal, State, and local laws and regulations: (1) abandon all, or a portion, of such pipes and appurtenances in place; or (2) remove all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned by reference to the map or maps required by this franchise and will describe with reasonable accuracy the relative physical condition of the pipes and appurtenances. Upon receipt of written application, Public Works will determine within ninety (90) days whether any abandonment, removal, or transfer that is proposed may be effected without detriment to the public interest or under what conditions the proposed abandonment, removal, or transfer may be safely effected and will promptly notify the Franchisee of any such requirements. If, for any reason, Franchisee

suspends operations of any of the pipes and appurtenances contained in this franchise for a period more than ninety (90) days, Franchisee will notify Public Works. During this period of suspended operations, Franchisee will maintain said pipes and appurtenances in accordance with all applicable federal and/or State and County Codes.

B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including, but not limited, to, an order that Franchisee remove all such pipes and appurtenances in accordance with applicable requirements. In the event Franchisee fails to remove any pipes and appurtenances that it is obligated to remove in accordance with applicable requirements within such reasonable time as may be prescribed by Public Works, then the County may remove such pipes and appurtenances at Franchisee's expense and the Franchisee will pay to the County within 60 days after delivery of an itemized bill the cost of removal including, but not limited to, reasonable overhead expenses in the sum no greater than an additional 30% of the actual cost of such work.

C. Abandoned pipelines on County highways remain property of Franchisee. Should the abandoned pipelines interfere with other uses in the right-of-way, including future utilities or underground facilities, said pipelines shall be removed by Franchisee, as necessary, at Franchisee's sole cost and expense. Alternatively, the County may remove or cause to be removed said pipelines at Franchisee's sole cost and expense. For the purposes of the payment of fees provisions in Section 2 of this franchise, such

facilities shall continue to be included in the calculation of fees until inspection reports prepared by Public Works indicate the work of removal or abandonment has been completed to the County's satisfaction.

D. For the purposes of the payment of fees provisions in Section 2 of this franchise, facilities shall exist as such until (1) inspection reports of Public Works indicate the work of removal has been done to its satisfaction or (2) in the case of facilities to be abandoned in-place.

E. This Section will survive the termination or expiration of this Franchise.

Section 9. Relocation of Pipelines.

In the event the County provides Franchisee notice to relocate its pipelines, facilities, and appurtenances, should Franchisee, after receipt of any such notice, neglect or fail to relocate its pipelines, facilities, and appurtenances in a timely manner and in accordance with applicable federal, State, and local laws and regulations, Franchisee shall be solely responsible for, and shall reimburse the County any and all costs or expenses incurred by the County due to, or resulting from, such neglect or failure with respect to relocation of the same.

Section 10. Pipeline Franchise Ordinance.

Franchisee acknowledges that it must comply with all applicable federal, state, and local laws and regulations, including the County Code, as may be amended hereafter, to the extent Franchisee continues to conduct activities within the County's

right-of-way, and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

Section 11. County Addresses.

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section
County of Los Angeles
Office of the Auditor-Controller
Administrative Services, Room 515
500 West Temple Street
Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works
Attn: Survey/Mapping & Property Management Division
900 South Fremont Avenue
Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

Section 12. Franchise Ordinance Operative Date.

The operative date of this franchise ordinance shall be May 11, 2025.

Section 13. Termination.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

Llano Del Rio Water Company Water Pipeline Franchise

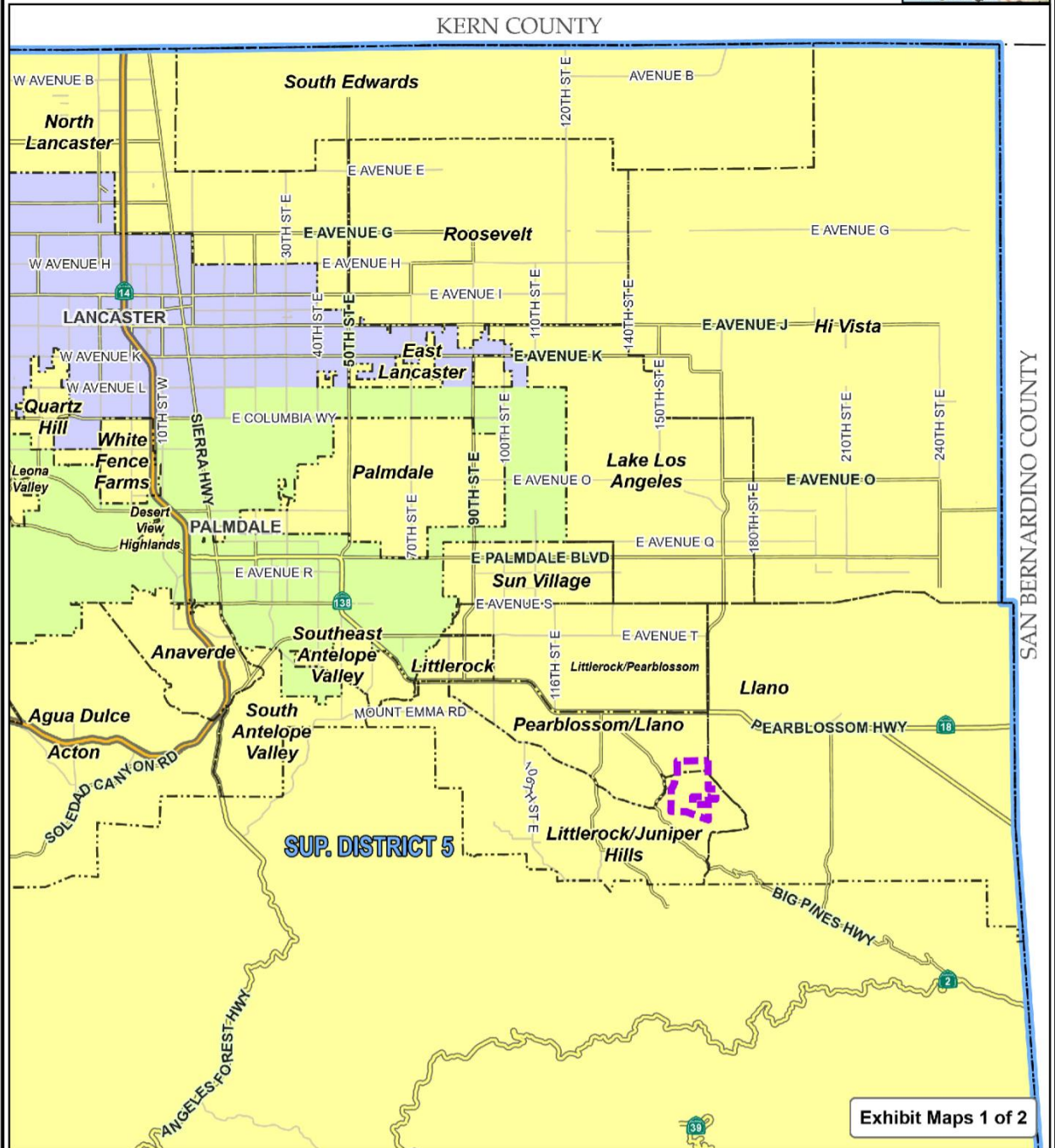


Exhibit Maps 1 of 2



- Franchise Boundary
- Supervisorial District
- Unincorporated County Area

P:\mmap\MAPSVC\CUSTOM MAPS\SMMP\Aco&Rev\Pipeline Franchise\PRO\Llano Del Rio\Map.aprx
DATE: Dec 18, 2024 Mapping & GIS Services, SMMP (mifrom)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



0 3 Miles

Llano Del Rio Water Company Water Pipeline Franchise

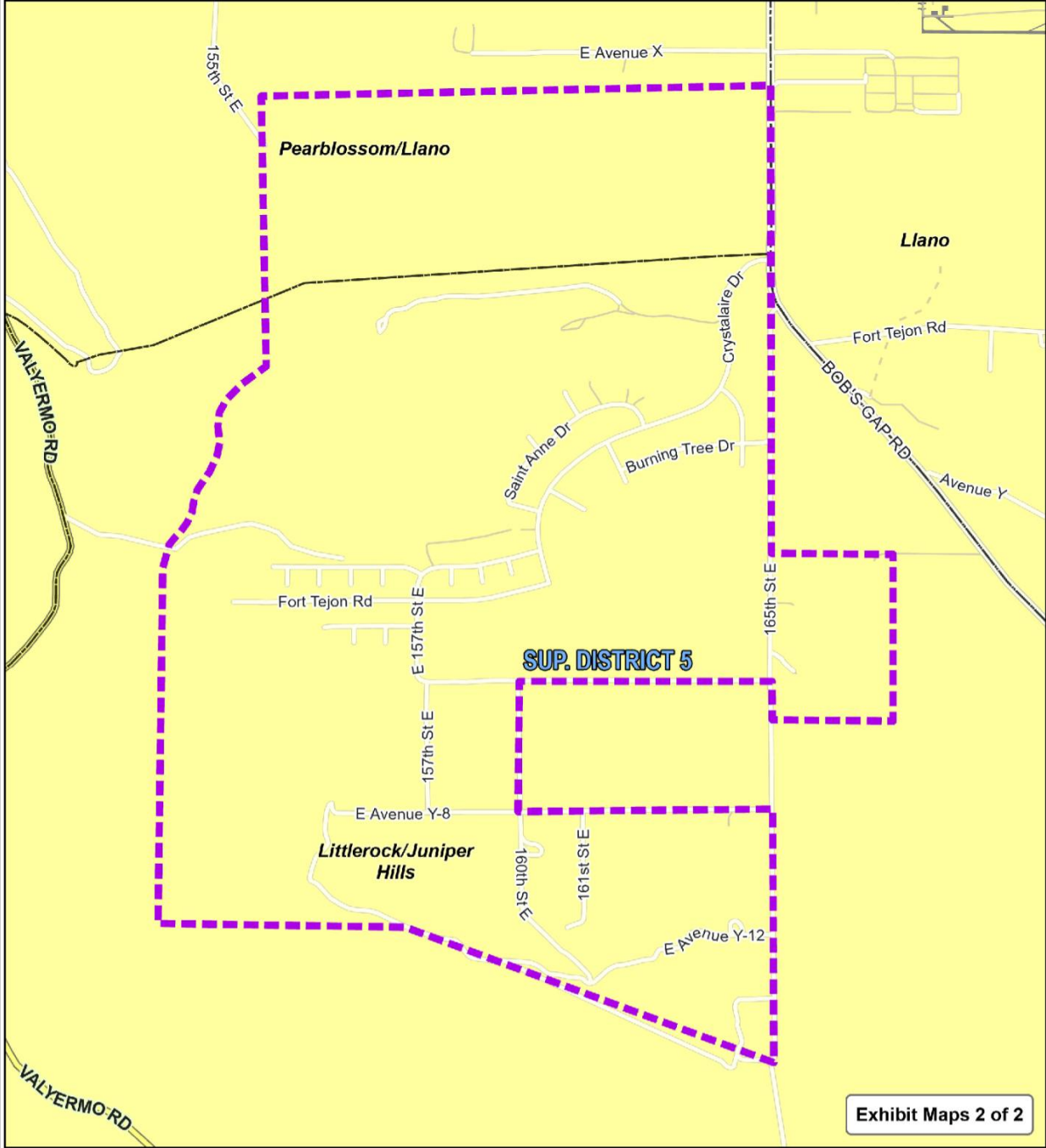


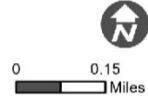
Exhibit Maps 2 of 2



- Franchise Boundary
- Supervisorial District
- Unincorporated County Area

P:\mp\maps\VC\CUSTOM MAPS\SMMP\Aco&Rev\Pipeline Franchise\PRO\Llano Del Rio\Map.aprx
DATE: Dec 18, 2024 Mapping & GIS Services, SMMP (mthong)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025							
BOARD MEETING DATE	5/6/2025							
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	Resolution of Summary Vacation of an Easement and Abandonment of Private and Future Streets on Parcel Map No. 23784							
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, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.							
DEADLINES/ TIME CONSTRAINTS	N/A							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: N/A</td><td>Funding source: N/A</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation: N/A</td></tr> </table>		Total cost: N/A	Funding source: N/A	TERMS (if applicable):		Explanation: N/A	
Total cost: N/A	Funding source: N/A							
TERMS (if applicable):								
Explanation: N/A								
PURPOSE OF REQUEST	The purpose of the recommended actions is to allow the County to vacate an easement for avigation purposes and abandon the offer of dedication for private and future streets in the unincorporated community of West Antelope Valley, which have been determined to be excess and therefore not required for their intended purposes.							
BACKGROUND (include internal/external issues that may exist including any related motions)	Mr. Joseph Robert, on behalf of Antelope Valley-East Kern Water Agency, the underlying property owner, requested the vacation and abandonment to remove the encumbrances from the property to allow for the construction of a water bank.							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Priority No. 7: Sustainability–The recommended actions will allow for the County to relinquish rights, which will help promote fiscal sustainability and reduce the County's exposure to potential liability. Furthermore, the abandonment of private and future streets will result in the added revenue through assessment and taxation.							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Ramirez, Deputy Director, (626) 458-4008, luramire@pw.lacounty.gov							



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

May 6, 2025

IN REPLY PLEASE
REFER TO FILE:

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF SUMMARY VACATION
OF AN EASEMENT FOR AVIGATION PURPOSES AND ABANDONMENT
OF PRIVATE AND FUTURE STREETS ON PARCEL MAP NO. 23784
IN THE UNINCORPORATED COMMUNITY OF WEST ANTELOPE VALLEY
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to vacate an easement for avigation purposes and abandon the offer of dedication for private and future streets on Parcel Map No. 23784 in the unincorporated community of West Antelope Valley, which have been determined to be excess and therefore not required for their intended purposes.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that the easement for avigation purposes on Parcel Map No. 23784, in the unincorporated community of West Antelope Valley, has not been used for the purpose for which it was dedicated or acquired for 5 consecutive years immediately preceding the proposed vacation and can be vacated pursuant to Section 8333(a) of the California Streets and Highways Code.

3. Find that the offer of dedication for private and future streets proposed to be abandoned on Parcel Map No. 23784, in the unincorporated community of West Antelope Valley, is unnecessary for prospective public use and is not useful as a nonmotorized transportation facility.
4. Terminate the offer of dedication for private and future streets on Parcel Map No. 23784 and abandon the County's right to accept the private and future streets pursuant to Section 66477.2(c) of the California Government Code.
5. Adopt the Resolution of Summary Vacation of an Easement for Avigation Purposes and Abandonment of Private and Future Streets on Parcel Map No. 23784 pursuant to Section 8335 of the California Streets and Highways Code.
6. Upon approval, authorize the Director of Public Works or his designee to record the certified original resolution with the Registrar-Recorder/County Clerk.

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 the County to vacate an easement for avigation purposes and abandon the offer of dedication for private and future streets on Parcel Map No. 23784, in the unincorporated community of West Antelope Valley, since they have been determined to be excess and therefore not required for their intended purposes. The recommended actions will allow for the removal of the encumbrances to allow for the construction of a water bank.

The vacation and abandonment were requested by Mr. Joseph Roberts, on behalf of Antelope Valley-East Kern Water Agency (AVEK), the underlying property owner, to remove the encumbrances from the property.

AVEK and the communities it serves will benefit from this transaction as it will increase water supply reliability.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, by allowing the County to vacate the

easements, which will help promote fiscal sustainability and reduce the County's exposure to potential liability. Furthermore, the abandonment of private and future streets will result in the added revenue through assessment and taxation.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The area of the easement to be vacated is approximately 943.53 acres and the areas to be abandoned are approximately 74.17 acres as shown on the enclosed map (Enclosure A).

The County's interest in the easements was acquired by Parcel Map No. 23784, recorded on December 23, 1997, as Document No. 97-2013504, filed with the Registrar-Recorder/County Clerk as easements for aviation purposes and as private and future streets.

The areas proposed for vacation and abandonment were reviewed by the County Sanitation Districts, Fire Department, Department of Parks and Recreation, Department of Regional Planning, and Public Works.

The California Streets and Highways Code, Section 8333(a), provides that the legislative body of a local agency may summarily vacate a public service easement if the easement has not been used for the purpose for which it was dedicated or acquired for 5 consecutive years immediately preceding the proposed vacation.

The California Streets and Highways Code, Section 8335, provides that the legislative body of a local agency may summarily vacate an excess right of way of a street or highway not required for street or highway purposes.

The California Streets and Highways Code, Section 8335, provides that upon making the required finding, the legislative body of a local agency may effectuate the summary vacation of a street, highway, or public service easement by adopting a resolution vacation.

The California Streets and Highways Code, Section 892(a), provides that rights of way established for other purposes by cities, counties, or local agencies shall not be abandoned unless the governing body determined that rights of way or parts thereof are not useful as nonmotorized transportation facility. A nonmotorized transportation facility is defined in Section 887 of the California Streets and Highways Code as a facility designed primarily for the use of pedestrian, bicyclists, or equestrians.

The California Government Code, Section 66477.2 (c), provides that offers of dedication, which are covered by subdivision (a), may be terminated and abandoned in the same manner prescribed for the summary vacation as set forth on Chapter 3, Part 3, Division 9, of the California Streets and Highways Code, commencing with Section 8300.

The offer to dedicate an easement for public road and highway purposes was never accepted by the County, no improvements were ever made to the right of way by the County, and this area has never been used for County highway purposes.

The enclosed Resolution of Summary Vacation of an Easement for Avigation Purposes and Abandonment of Private and Future Streets on Parcel Map No. 23784 (Enclosure B) has been approved by County Counsel as to form and it will be recorded. Adoption and subsequent recordation of the Resolution will terminate the County's rights and interest in the easements and will result in the property being unencumbered by the easements and available to AVEK for use without restriction of the easements.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, which is the vacation of the easement for avigation purposes and abandonment of the offer of dedication for public road and highway purposes, are within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15305 and 15321 of the CEQA Guidelines relating to minor alterations in land use and regulatory actions to enforce use entitlement. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5; or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

The Honorable Board of Supervisors
May 6, 2025
Page 5

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no significant impact on current County services or projects.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

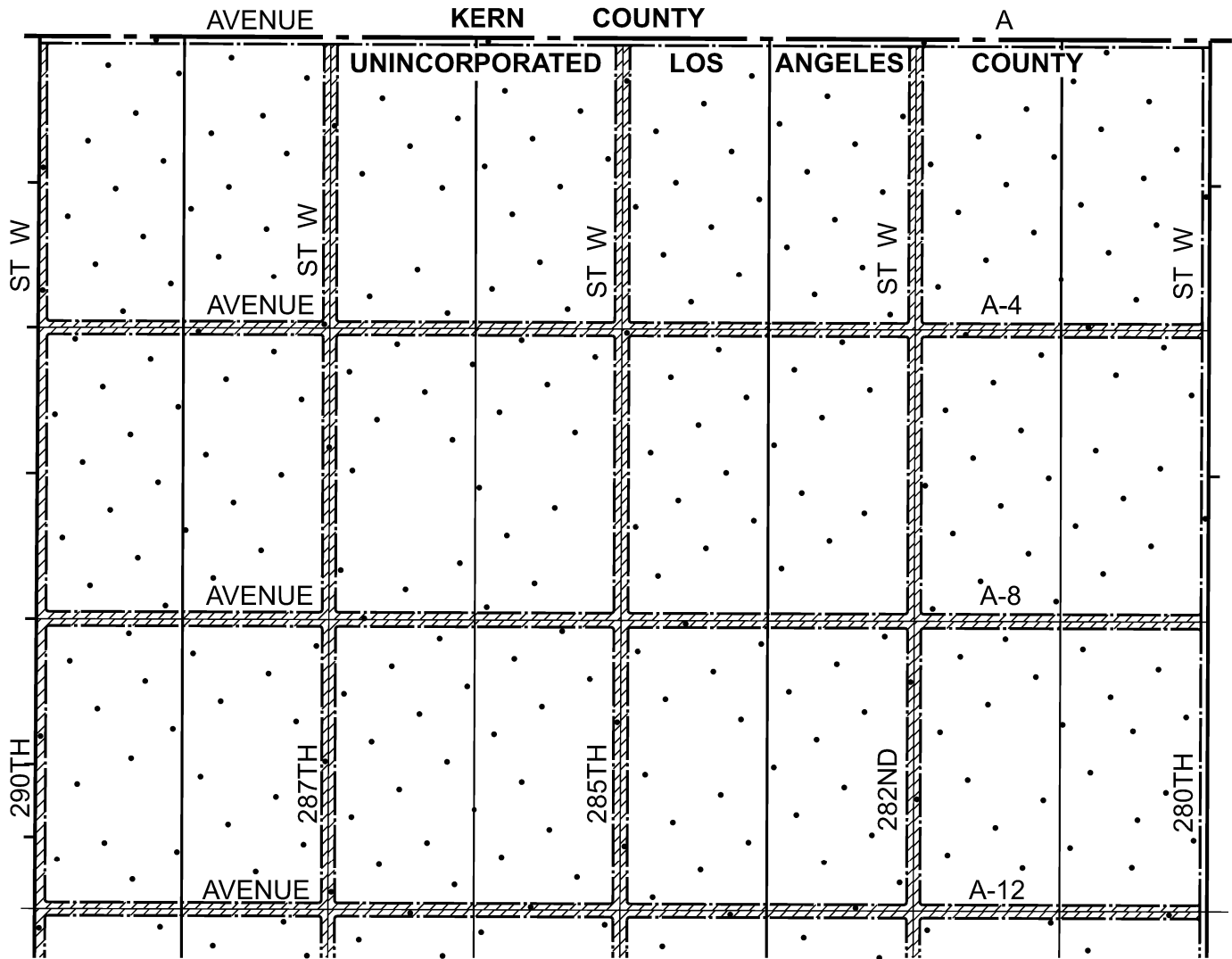
MP:GE:mr

Enclosures

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

Enclosure A

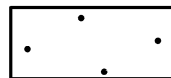
PROPOSED VACATION OF EASEMENT FOR AVIGATION AND ABANDONMENT OF PRIVATE AND FUTURE STREETS



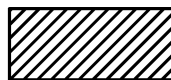
SEE SHEET 2

*NOTE: BLANKET EASEMENT FOR AVIGATION PURPOSES OVER ALL 46 PARCELS,
AS DEDICATED ON PARCEL MAP NO. 23784

LEGEND

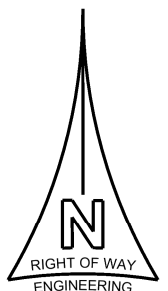


PARCEL NO. 2-1VAC
AREA: 943.53± ACRES



PARCEL NO. 2-1ABN
AREA: 74.17± ACRES

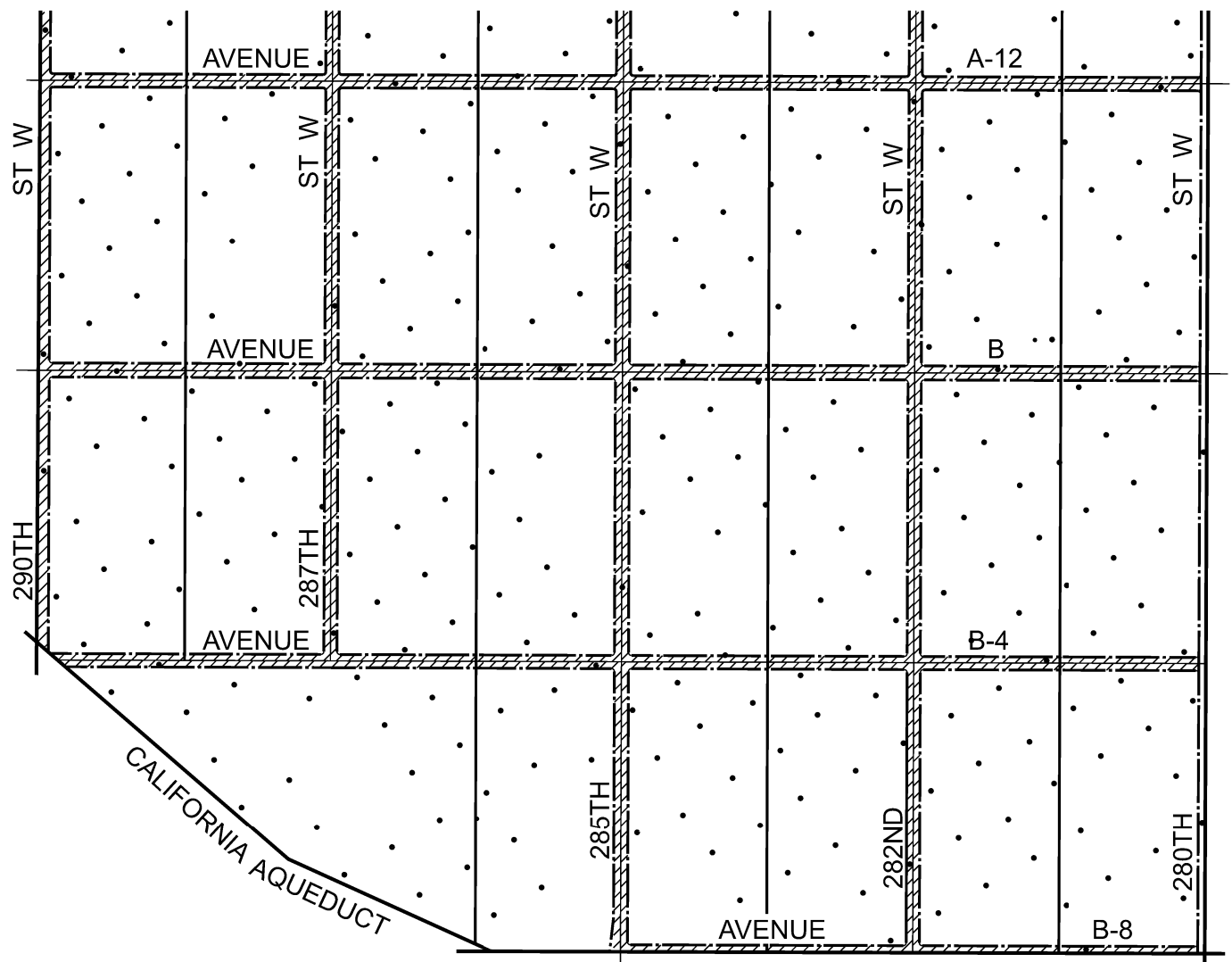
VAC: DENOTES VACATION OF AVIGATION EASEMENT
ABN: DENOTES ABANDONMENT OF PRIVATE AND
FUTURE STREETS



Public Works
LOS ANGELES COUNTY

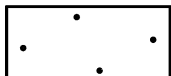
PROPOSED VACATION OF EASEMENT FOR AVIGATION AND ABANDONMENT OF PRIVATE AND FUTURE STREETS

SEE SHEET 1

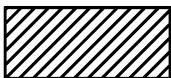


*NOTE: BLANKET EASEMENT FOR AVIGATION PURPOSES OVER ALL 46 PARCELS,
AS DEDICATED ON PARCEL MAP NO. 23784

LEGEND



PARCEL NO. 2-1VAC
AREA: 943.53± ACRES



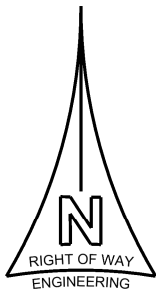
PARCEL NO. 2-1ABN
AREA: 74.17± ACRES

VAC: DENOTES VACATION OF AVIGATION EASEMENT

ABN: DENOTES ABANDONMENT OF PRIVATE AND
FUTURE STREETS



Public Works
LOS ANGELES COUNTY



Enclosure B

**RESOLUTION OF SUMMARY VACATION
OF AN EASEMENT FOR AVIGATION PURPOSES
AND ABANDONMENT OF PRIVATE AND FUTURE STREETS
ON PARCEL MAP NO. 23784**

THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

1. The County of Los Angeles will vacate an easement for avigation purposes and abandon the offer of dedication for private and future streets in, over, and across the real property as legally described in Exhibit A and depicted on Exhibit B, both attached hereto. The easement and offer of dedication are located in the unincorporated community of West Antelope Valley, in the County of Los Angeles, State of California.
2. The above-described easement for avigation purposes is hereby vacated pursuant to Chapter 3, Part 3, Division 9, of the California Streets and Highways Code, commencing with Section 8320.
3. The above-referenced offer of dedication is terminated pursuant to Section 66477.2(c) of the California Government Code, as recommended by the Director of Public Works.
4. The Director of Public Works or his designee is authorized to record the certified original resolution with the Registrar-Recorder/County Clerk, at which time the easement shall be vacated and will no longer constitute a street, highway, or public service easements.

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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 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
County Counsel

By  _____
Deputy

EXHIBIT A

Project Name: VACATION OF AVIGATION
EASEMENT AND
ABANDONMENT OF PRIVATE
AND FUTURE STREETS ON
PARCEL MAP NO. 23784
280TH STREET WEST 2-1VAC

Includes: PARCEL NO. 2-1ABN

A.I.N. 3275-021-900 through 945
I.M. 399-077 & 399-097
R.D. 526
S.D. 5
M2488105

LEGAL DESCRIPTION

PARCEL NO. 2-1VAC (Vacation of easement for avigation purposes):

All that portion of that certain easement in Parcels 1 through 46, Parcel Map No. 23784, as shown on map filed in Book 279, pages 61 through 67 of Parcel Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, shown and designated on said map as "BLANKET EASEMENT FOR AVIGATION PURPOSES OVER ALL LOTS TO COUNTY OF LOS ANGELES".

Containing: 943.53± Acres

PARCEL NO. 2-1ABN (Abandonment of private and future streets):

All those portions of those certain easements in above-mentioned Parcels 1 through 46, shown and designated on above-mentioned Parcel Map as "PRIVATE AND FUTURE STREET".

EXCEPTING therefrom those private and future streets lying within the following described boundaries:

Beginning at the northwest corner of said Parcel 1; thence easterly, along the northerly boundary of said Parcel Map, to the northeast corner of Parcel 8 of said map; thence southerly, along the easterly boundary of said map, to the southeast corner of Parcel 41 of said map; thence westerly, along the southerly line of said Parcel 41, to a line parallel with and 32 feet westerly, measured at right angles, from said easterly boundary; thence northerly, along said parallel line, to the beginning of that certain curve concave to the southwest and having a radius of 13 feet in the sideline of said private and future streets, as shown in the vicinity of the northeasterly corner of said Parcel 8; thence northwesterly, along said curve, to a line parallel with and 32 feet southerly, measured at right angles, from said northerly boundary; thence westerly, along said last-mentioned

parallel line to the westerly boundary of said Parcel 1; thence northerly, along said westerly boundary, to the point of beginning.

Containing: 74.17± Acres

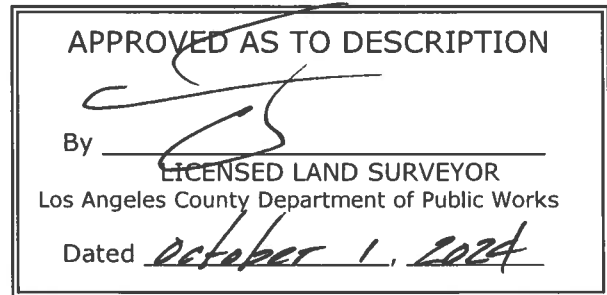
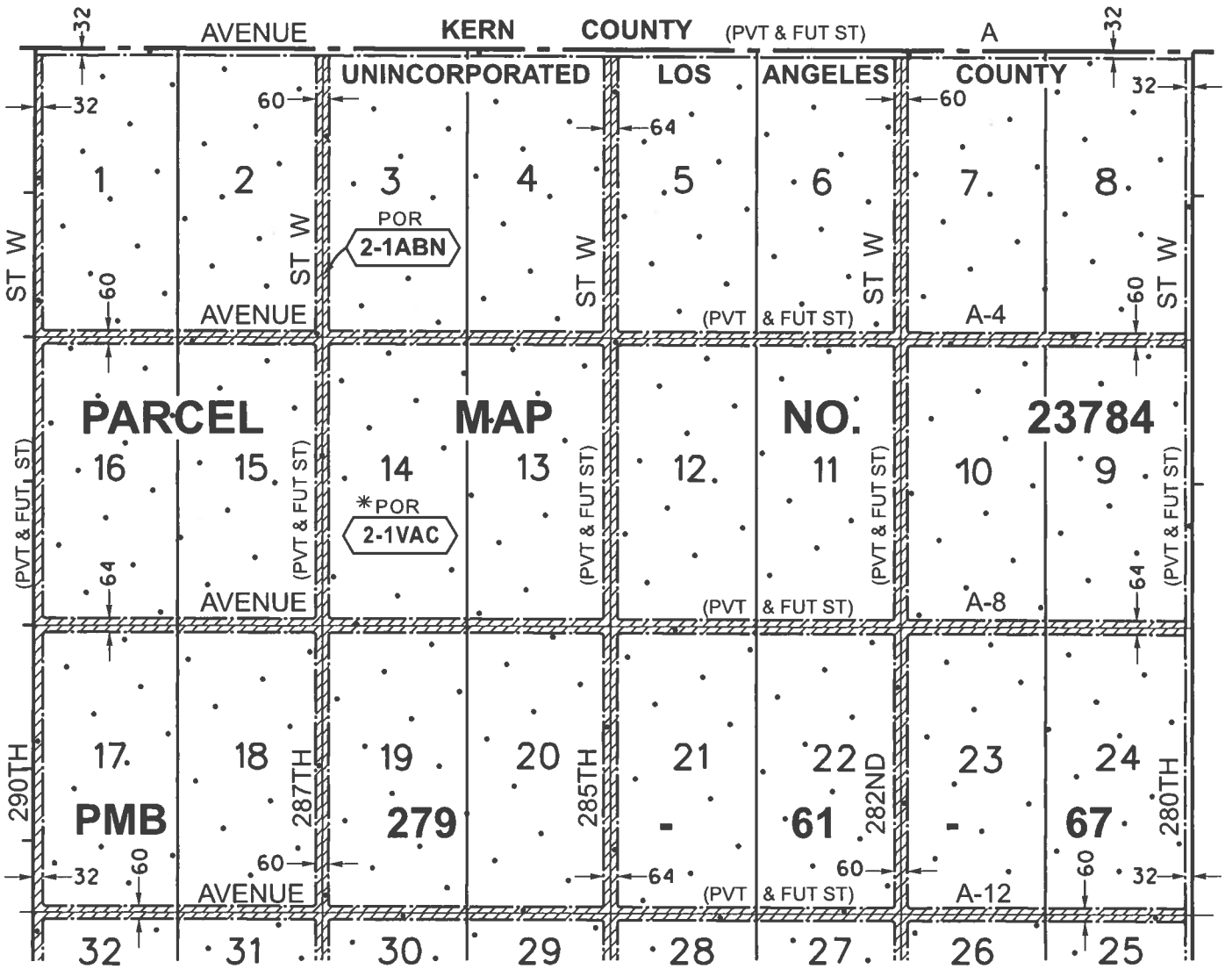
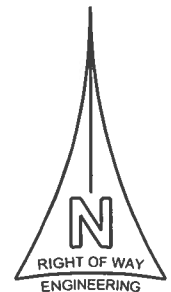


EXHIBIT B



SEE SHEET 2

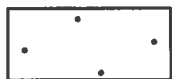
* NOTE: BLANKET EASEMENT FOR AVIGATION PURPOSES OVER ALL 46 PARCELS, AS DEDICATED ON PARCEL MAP NO. 23784



BY: [Signature] DATE: 10.1.24
LICENSED LAND SURVEYOR

ALL IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES

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



PARCEL NO. 2-1VAC
AREA: 943.53± ACRES



PARCEL NO. 2-1ABN
AREA: 74.17± ACRES

VAC: DENOTES VACATION OF AVIGATION EASEMENT

ABN: DENOTES ABANDONMENT OF PRIVATE AND FUTURE STREETS

UNITS ARE IN FEET

I.M. 399-077 & 399-097
S.D. 5
R.D. 526

PROPOSED VACATION OF AVIGATION
EASEMENT AND ABANDONMENTS OF
PRIVATE AND FUTURE STREETS ON
PARCEL MAP NO. 23784

DATE
9/23/2024

SCALE:
NO SCALE

A.I.N
3275-021-900 to 945

PREPARED BY
L. ROCKETT

REVIEWED BY
N. SALAZAR

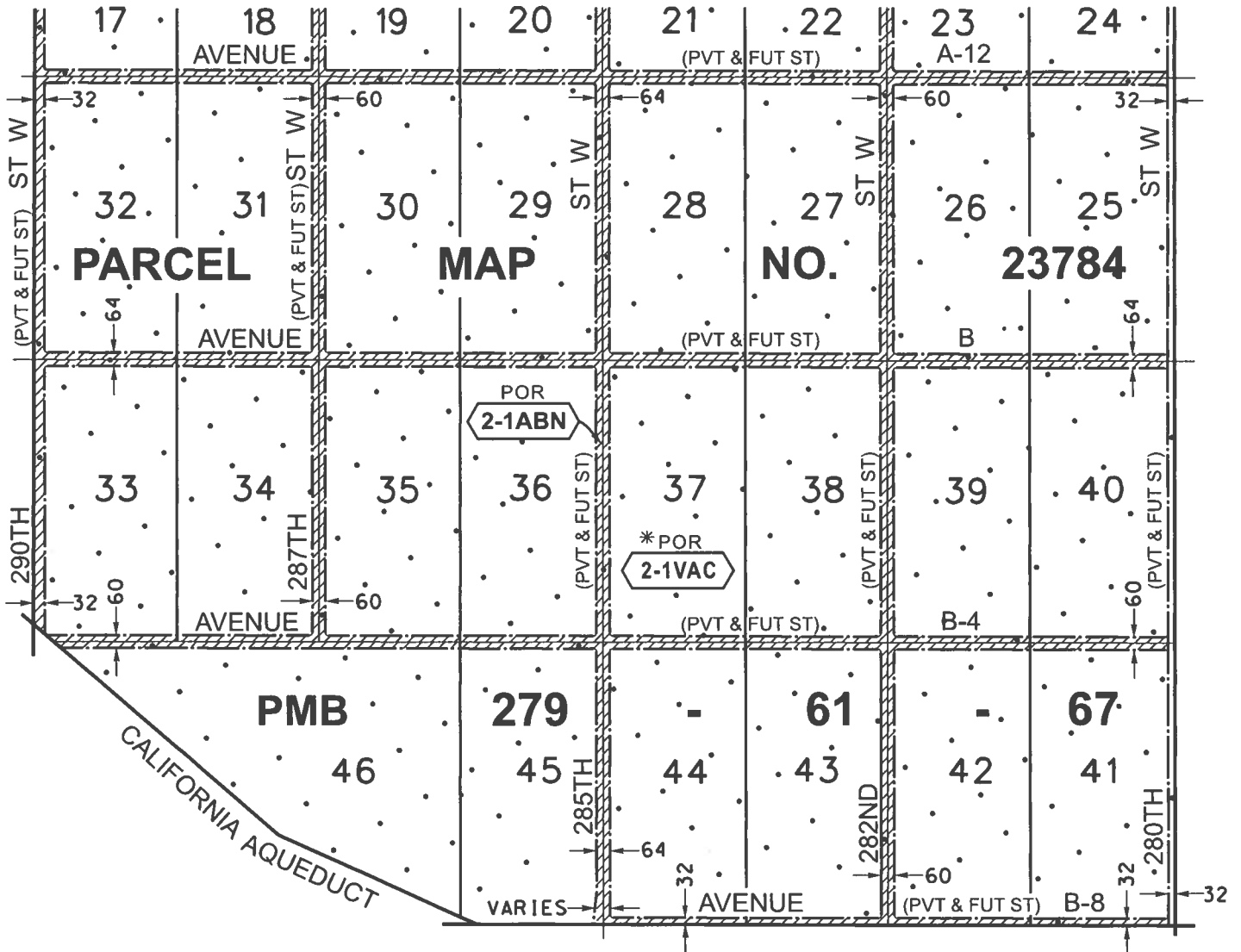
PROJECT I.D.
MPV0000250

PROJECT NO.
M2488105

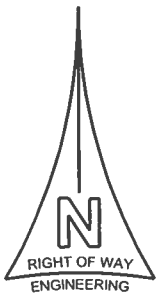
SHEET 1 OF 2

EXHIBIT B

SEE SHEET 1



*NOTE: BLANKET EASEMENT FOR AVIGATION PURPOSES OVER ALL 46 PARCELS,
AS DEDICATED ON PARCEL MAP NO. 23784



ALL IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES

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

I.M. 399-077 &
399-097
S.D. 5
R.D. 526

PROPOSED VACATION OF AVIGATION
EASEMENT AND ABANDONMENTS OF
PRIVATE AND FUTURE STREETS ON
PARCEL MAP NO. 23784

DATE
9/23/2024

NO SCALE

A.I.N
3275-021-900 to 945

PREPARED BY
L. ROCKETT

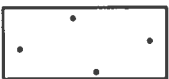
REVIEWED BY
N. SALAZAR

PROJECT I.D.
MPV0000250

PROJECT NO.
M2488105

SHEET 2 OF 2

LEGEND



PARCEL NO. 2-1VAC
AREA: 943.53± ACRES



PARCEL NO. 2-1ABN
AREA: 74.17± ACRES

VAC: DENOTES VACATION OF AVIGATION EASEMENT

ABN: DENOTES ABANDONMENT OF PRIVATE AND
FUTURE STREETS

UNITS ARE IN FEET

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025	
BOARD MEETING DATE	5/6/2025	
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	Eaton Wash—Grant of Easement from the Los Angeles County Flood Control District to Southern California Edison Company	
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, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$5,000	Funding source: B07-Flood Control District Fund
	TERMS (if applicable):	
	Explanation: Southern California Edison Company (SCE) deposited \$5,000 for the grant of easement, which represents the District's minimum sales price. This amount was deposited into the Flood Control District Fund (B07, Revenue Source Code 9906-Sale of Capital Assets-Easements).	
PURPOSE OF REQUEST	The purpose of the recommended actions is to grant an easement to SCE to replace their overhead electrical supply systems and appurtenances in connection with their Nadine 4kV Circuit project.	
BACKGROUND (include internal/external issues that may exist including any related motions)	SCE requested an easement to replace their overhead electrical supply systems and appurtenances. The recommended actions will benefit SCE and County residents by providing upgraded electrical services.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Priority No. 7: Sustainability—Revenues received from this transaction will help promote fiscal responsibility by providing accessible funds for the District's programs.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Ramirez, Deputy Director, (626) 458-4008, luramire@pw.lacounty.gov	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

May 6, 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:

**WATER RESOURCES CORE SERVICE AREA
GRANT OF EASEMENT
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO SOUTHERN CALIFORNIA EDISON COMPANY
EATON WASH, PARCEL 149GE
IN THE CITY OF TEMPLE CITY
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to grant an easement for overhead electrical supply systems and appurtenances affecting Parcel 149GE related to Eaton Wash, in the City of Temple City, from the Los Angeles County Flood Control District to Southern California Edison Company.

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

1. Find that the Nadine 4kV Circuit project is exempt from California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that the grant of easement for overhead electrical supply systems and appurtenances affecting Parcel 149GE related to Eaton Wash, in the City of Temple City, and the subsequent use of said easement will not interfere with the use of the affected parcel for any purposes of the Los Angeles County Flood Control District.

3. Approve the grant of easement for overhead electrical supply systems and appurtenances affecting Parcel 149GE related to Eaton Wash, in the City of Temple City, from the Los Angeles County Flood Control District to Southern California Edison Company.
4. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute the Easement document and authorize delivery to Southern California Edison Company.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to find that the Nadine 4kV Circuit project is exempt from the California Environmental Quality Act (CEQA) and allow the Los Angeles County Flood Control District to grant an easement for overhead electrical supply systems and appurtenances affecting Parcel 149GE related to Eaton Wash, in the City of Temple City, as shown on the enclosed map, to Southern California Edison Company (SCE).

SCE requested an easement to replace their overhead electrical supply systems and appurtenances in connection with their Nadine 4kV Circuit project.

The recommended actions will benefit SCE and County residents by providing upgraded electrical services.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, by providing accessible funds for the District's programs, which will help promote fiscal responsibility.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

SCE deposited \$5,000 for the grant of easement, which represents the District's minimum sales price. This amount was deposited into the Flood Control District Fund (B07, Revenue Source Code 9906-Sale of Capital Assets-Easements).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed grant of easement is authorized by Section 2, Subsection 13, of the Los Angeles County Flood Control Act. This section states the following: "The Los Angeles County Flood Control District is hereby declared to be a body corporate and politic, and has all the following powers...13. To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of the board of supervisors of the property, or any interest therein or part thereof, is no longer required for the purposes of the district, or may be leased for any purpose without interfering with the use of the same for the purposes of the district..."

The grant of easement is not considered adverse to the District's purposes and will not hinder the use of Eaton Wash for possible transportation, utility, recreational corridors, or flood control purposes. Moreover, the instrument reserves paramount rights to use the affected parcel for the District's purposes.

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

ENVIRONMENTAL DOCUMENTATION

The Nadine 4kV Circuit project is exempt from CEQA. The District is the responsible agency for the project because it is granting an easement for overhead electrical supply systems and appurtenances affecting a District-owned parcel; therefore, it is within the class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria of Sections 15301 (b), 15302 (c), and 15304 (f) of the State CEQA Guidelines and Classes 1(e), 2(e) and (f), 4(k), and 5(a) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5; or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

The Honorable Board of Supervisors
May 6, 2025
Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:do

Enclosure

c: Auditor-Controller (Accounting Division-Asset Management)
Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors

EATON WASH CITY OF TEMPLE CITY

Parcel No. 149GE
Area = 72 ± SQ. FT.



EATON WASH

A.I.N. 5386-007-901

GARIBALDI AVE

BARTLETT AVE



Legend:



Easement to the Southern California
Edison Company
Parcel No. 149GE

Feet
0 15 30



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025							
BOARD MEETING DATE	5/6/2025							
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Public Works							
SUBJECT	Los Angeles County Flood Control District Benefit Assessment Fiscal Year 2025-26 Continuation							
PROGRAM	Operate, maintain, repair, and achieve regulatory compliance for the District's flood control system.							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable 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 annual continuation of the District benefit assessment must be approved on or before June 30th of each fiscal year.							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$113.404 million</td><td>Funding source: Flood benefit assessment fee is issued to approximately 2.2 million parcels within the District.</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation: For every fiscal year since 1979-80, the County of Los Angeles Board of Supervisors has approved the continuation of this benefit assessment. This year's annual benefit assessment is proposed to be collected on the tax bill of each parcel or by direct invoice to the property owner, as determined by the Chief Engineer of the District.</td></tr> </table>		Total cost: \$113.404 million	Funding source: Flood benefit assessment fee is issued to approximately 2.2 million parcels within the District.	TERMS (if applicable):		Explanation: For every fiscal year since 1979-80, the County of Los Angeles Board of Supervisors has approved the continuation of this benefit assessment. This year's annual benefit assessment is proposed to be collected on the tax bill of each parcel or by direct invoice to the property owner, as determined by the Chief Engineer of the District.	
Total cost: \$113.404 million	Funding source: Flood benefit assessment fee is issued to approximately 2.2 million parcels within the District.							
TERMS (if applicable):								
Explanation: For every fiscal year since 1979-80, the County of Los Angeles Board of Supervisors has approved the continuation of this benefit assessment. This year's annual benefit assessment is proposed to be collected on the tax bill of each parcel or by direct invoice to the property owner, as determined by the Chief Engineer of the District.								
PURPOSE OF REQUEST	To continue the annual benefit assessment in service of the public. If the annual District benefit assessment is not continued for Fiscal Year 2025-26, the current level of District services will be reduced by over 30 percent. These impacted services consist of all flood control programs, including the operation and maintenance of the existing flood control system, emergency response to flood damage, and meeting applicable regulatory requirements.							
BACKGROUND (include internal/external issues that may exist including any related motions)	N/A							
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 annual District benefit assessment is in line with Board Priority No.9: Sustainability. This Priority aims to institute sustainable solutions to increase the resiliency of the region for County residents. Approving this annual benefit assessment will help address flood management and lessen the potential for flooding risks within the District.							
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

May 6, 2025

IN REPLY PLEASE
REFER TO FILE: **SWP-6**

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
ANNUAL BENEFIT ASSESSMENT
FISCAL YEAR 2025-26 CONTINUATION
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board adoption of a resolution determining and levying the annual Los Angeles County Flood Control District benefit assessment for Fiscal Year 2025-26 at the same rates as were charged for Fiscal Years 1996-97 through 2024-25. The Fiscal Year 2025-26 annual assessment will provide approximately \$113.404 million for flood control purposes throughout the District.

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

1. Find that the adoption of a resolution determining and levying the Los Angeles County Flood Control District annual benefit assessment for Fiscal Year 2025-26 is for the purpose of meeting operating expenses and is, therefore, exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Adopt the resolution determining and levying the annual Los Angeles County Flood Control District benefit assessment for Fiscal Year 2025-26.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these recommended actions is to find that the adoption of the enclosed resolution is exempt from the California Environmental Quality Act (CEQA) and to provide for the continuation of the Los Angeles County Flood Control District annual benefit assessment to finance a portion of the flood control services to be performed by the District during Fiscal Year (FY) 2025-26.

Continuation of the benefit assessment is necessary to supplement property tax revenue and other revenues used to operate and maintain the flood control system including, but not limited to, responding to storm threats and flooding emergencies, implementing seismic upgrades and rehabilitating inlet/outlet works at dams, and performing sediment removal from debris basins and reservoirs. Revenue from the benefit assessment is also used to finance the District's compliance with applicable regulatory requirements such as the Federal Clean Water Act, the California Porter-Cologne Water Quality Control Act, and the California Fish and Game Code.

The benefit assessment is based on the estimated stormwater runoff from each parcel and includes approximately 2.2 million parcels within the District boundaries. The runoff factors identified in Table 1, Runoff Factors, of the enclosed resolution are based on the estimated amount of impervious area associated with various types of land uses. The types of land uses described in Table 1 correspond to land use codes established by the Assessor and shown on the tax roll.

In a small number of prior instances, Public Works has found that the land use code assigned to a parcel on the tax roll does not accurately reflect the actual usage of that parcel (e.g., if a vacant parcel was recently improved). The resolution would authorize the Chief Engineer of the District in determining the runoff factor for a parcel to utilize a different land use type from the land use code shown on the tax roll in order to more accurately reflect actual site conditions of the parcel.

No increase is proposed for the assessment rates for FY 2025-26, which remain the same as the assessment rates for FY 2024-25.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal B, Employment and Sustainable Wages; and North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability. The recommended actions would provide the necessary funds to continue

maintaining the flood control system and infrastructure in a safe, efficient, and effective operating condition ensuring resilient infrastructure to provide the needed flood control services for all residents and communities.

FISCAL IMPACT/FINANCING

The annual District benefit assessment for FY 2025-26 will provide approximately \$113.404 million in revenue into the District's Flood Fund B07. The annual District benefit assessment has been levied at the same rate since FY 1996-97 and no increase is proposed for FY 2025-26.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District's benefit assessment was first levied by the Board in FY 1979-80 pursuant to former Government Code Sections 60400 et seq. (Stats.1979, c. 261, Sec. 1.5). Former Government Code Sections 60400 et seq., required that the continuation of the assessment be submitted to the voters for approval within 1 year. At the November 6, 1979, election, the electorate approved Proposition A, which authorized the District to continue to levy the assessment annually.

In 1982, former Government Code Sections 60400 et seq., were replaced by the Benefit Assessment Act of 1982. The Benefit Assessment Act of 1982 authorizes the District to continue the levy of the annual benefit assessment.

For every FY since 1979-80, the Board has approved the continuation of this benefit assessment. This year's annual benefit assessment is proposed to be collected on the tax bill of each parcel or by direct invoice to the property owner as determined by the Chief Engineer of the District.

The benefit assessment recognizes three general categories of relative benefit as follows:

- Parcels located in urban areas. These parcels are designated by Zone 1 and the assessment rate for the basic unit parcel in Zone 1 is \$28.85.
- Parcels located in mountainous, rural, or other non-urban areas. These parcels derive some benefit from the District's flood control services, but not to the same degree as parcels located in urban areas. These parcels are designated by Zone 2 and the assessment rate for the basic unit parcel in Zone 2 is \$5.95.

- Parcels that receive no significant benefit from the District's flood control services because their estimated runoffs leave the District area without being handled by any District facilities (i.e., parcels with no hydraulic connection to any District facility). These parcels are designated by Zones 3 and 4, and the assessment for the basic unit parcels in these zones is \$0.

Table 2, Benefit Assessment System Zone Table, of the enclosed resolution, specifically identifies all parcels within the Zone 1 and Zone 2 benefit categories, respectively, by reference to each parcel's County Assessor map book number.

The assessment is being levied on all real property situated within the District, except for government property. Parcels in the Zones 3 and 4 benefit categories have an assessment amount of \$0. In addition to the information contained in this letter, the official records of the Assessor's map books and other records of Los Angeles County are hereby referenced and incorporated into this letter as if they were fully set forth.

Ordinance No. 93-0038FC, adopted on May 4, 1993, amended Chapter 15 of the District Code to provide that the annual District benefit assessment shall be levied by resolution adopted by the Board. The enclosed resolution, approved as to form by County Counsel, has been prepared for your consideration and adoption.

Pursuant to Government Code Section 53753.5, the FY 2025-26 annual assessment is not subject to the procedures and approval process of Proposition 218 because (1) the annual benefit assessment was initially levied prior to Proposition 218 and (2) the assessment is not being increased.

ENVIRONMENTAL DOCUMENTATION

Adoption of the enclosed resolution determining and levying the annual District benefit assessment for FY 2025-26 is exempt from the CEQA. The determination and levy of the annual District benefit assessment for FY 2025-26 is for the purpose of meeting operating expenses of the District and is, therefore, exempt from CEQA pursuant to Section 21080(b)(8) of the California Public Resources Code and Section 15273(a) of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

If the annual District benefit assessment is not continued for FY 2025-26, the current level of District services will be reduced by over 30 percent. The impacted services would include all flood control programs, including the operation and maintenance of the existing

The Honorable Board of Supervisors
May 6, 2025
Page 5

flood control system, emergency response to flood damage, and meeting applicable regulatory requirements.

CONCLUSION

Please return an adopted copy of this letter and a signed resolution to Public Works, Stormwater Planning Division. Also, please forward one adopted copy of this letter and signed resolution to the Auditor-Controller.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MJF:lgu

Enclosure

c: Auditor-Controller (Asset Management)
Chief Executive Office (Chia-Ann Yen)
County Counsel (Tiffany Shin)
Executive Office, Board of Supervisors

ENCLOSURE

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
ANNUAL BENEFIT ASSESSMENT
FISCAL YEAR 2025-26 CONTINUATION
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

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

[2025-05-06 FCD Annual Benefit Assessment \(Enclosure\)](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/16/2025		
BOARD MEETING DATE	5/6/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Los Angeles County Flood Control District and United States Geological Survey Partnership Stormwater Recharge Efficiency in the Greater Los Angeles Region Study		
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, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	None.		
COST & FUNDING	Total cost: \$900,000		Funding source: Measure W-SCW District Program Administration Fund (B42-Other Charges)
	TERMS (if applicable): None.		
	Explanation: There will be no impact to the County General Fund.		
PURPOSE OF REQUEST	<p>To find the Stormwater Recharge Efficiency in the Greater Los Angeles Region study and related activities are exempt from the California Environmental Quality Act.</p> <p>Authorize the Chief Engineer or his designee, on behalf of the Los Angeles County Flood Control District, to enter into a joint-funding agreement with the United States Geological Survey (USGS) to collaboratively perform the study.</p>		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Public Works and the District are regional leaders in water resources management and watershed health. In December 2023 the Board adopted the Los Angeles County Water Plan with a vision to create a shared, inclusive, regional path forward to sustainably and equitably achieve safe, clean, and reliable water resources for Los Angeles County. Additionally, the District's Safe, Clean Water Program is another key initiative aimed at improving stormwater management in the County to improve water quality, increase water supply, and provide community benefits. These strategic initiatives help advance the District's dual mission of flood risk protection and stormwater conservation.</p> <p>The District's proposed collaboration with USGS to perform the study is another critical step in deepening the region's understanding and management of stormwater capture and infiltration for groundwater recharge. The study will integrate multiple stormwater and groundwater models to estimate and improve groundwater recharge efficiency within the Los Angeles region. This includes combining models to create a cutting-edge tool to assess stormwater recharge under different scenarios, developing maps to show the most favorable locations, and expanding the analysis to include regional hydrologic systems. Through this partnership, the goal is to create a comprehensive tool and methodology for more in-depth evaluation and optimization of sites for stormwater capture based on groundwater recharge potential and provide regional partners with effective strategies.</p>		

	The study is estimated to take 4 years to complete and cost approximately \$1,076,900. USGS is contributing federal funds, all in the form of in-kind services, in the amount of \$215,300 toward the study, and the District's contribution is estimated at \$900,000.
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 No. 7, Sustainability. The study will produce modeling tools designed to enhance stormwater capture management and groundwater recharge, supporting future water supply, contributing to local water reliability, and promoting sustainability.
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"

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Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

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

May 6, 2025

IN REPLY PLEASE
REFER TO FILE: **SWP-6**

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND
UNITED STATES GEOLOGICAL SURVEY PARTNERSHIP
STORMWATER RECHARGE EFFICIENCY
IN THE GREATER LOS ANGELES REGION STUDY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board authorization for the Chief Engineer of the Los Angeles County Flood Control District or his designee to enter into an agreement with the United States Geological Survey related to the performance of a study entitled Stormwater Recharge Efficiency in the Greater Los Angeles Region.

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

1. Find that the proposed study is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to enter into an agreement with the United States Geological Survey to collaboratively perform the study at a cost to the Los Angeles County Flood Control District not to exceed \$900,000 (including the use of previously authorized as-needed consultant services) and to perform the study in accordance with the agreement.

3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to negotiate and enter into amendments to the agreement with the United States Geological Survey, including but not limited to changes to the study scope, performance period, and respective tasks, provided the total aggregate cost to the Los Angeles County Flood Control District in connection with the agreement and all amendments does not exceed the amount of \$900,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the study and related activities are exempt from the California Environmental Quality Act (CEQA) and to authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee, on behalf of the District, to enter into agreement with the United States Geological Survey (USGS) to collaboratively perform the study.

Public Works and the District are regional leaders in water resource management and watershed health. In December 2023 the Board adopted the Los Angeles County Water Plan with a vision to create a shared, inclusive, regional path forward to sustainably and equitably achieve safe, clean, and reliable water resources for Los Angeles County. Additionally, the District's Safe, Clean Water Program is another key initiative aimed at improving stormwater management in the County to improve water quality, increase water supply, and provide community benefits. These strategic initiatives help advance the District's dual mission of flood risk protection and stormwater conservation through a lens of both resilience and equity.

The District's proposed collaboration with USGS to perform the study is another critical step in deepening the region's understanding and management of stormwater capture and infiltration for groundwater recharge. The study will integrate multiple stormwater and groundwater models to estimate and improve groundwater recharge efficiency within the Los Angeles region. This includes combining models to create a cutting-edge tool to assess stormwater recharge under different scenarios, developing maps to show the most favorable locations, and expanding the analysis to include regional hydrologic systems. Through this partnership, the goal is to create a comprehensive tool and methodology for more in-depth evaluation and optimization of sites for stormwater capture based on groundwater recharge potential and provide regional partners with effective strategies.

The study is estimated to take 4 years to complete and cost approximately \$1,076,900. USGS is contributing federal funds, all in the form of in-kind services, in the amount of \$215,300 toward the study and the District's contribution is estimated at \$900,000. Approval of the agreement with USGS will be substantially similar to the enclosed joint-funding agreement.

By collaborating in the study, the District will be better positioned to provide the region with higher quality data and insights to improve or update planning documents used in stormwater management decisions.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by supporting a study that improves regional water sustainability, equity, and resilience.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The District's contribution is up to \$300,000 each year for 3 years beginning in Fiscal Year 2024-25. Sufficient funding for the District's annual contribution of funds is available in the Measure W-SCW District Program Administration Fund (B42-Other Charges) Fiscal Year 2024-25 Budget. Funding for future years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The joint-funding agreement with USGS will be approved as to form by County Counsel prior to execution by the Chief Engineer or his designee.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are exempt from CEQA pursuant to Section 15262 of the State CEQA Guidelines and Section 21102 of the California Public Resources Code. They relate to a planning and feasibility study for possible future actions that the Board has not adopted, approved, or funded, and pursuant to Section 15306, related to information gathering including basic data collection and resource evaluation activities that do not result in a serious disturbance to an environmental resource. In addition, based on the planned study work product, it will comply with all applicable regulations, it is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

The Honorable Board of Supervisors
May 6, 2025
Page 4

By approving and collaboratively performing the study, the District does not commit to or otherwise endorse, authorize, or approve any specific project. Authorization of any future project activities would occur only following compliance with CEQA, and Public Works will return to the Board for consideration of appropriate environmental documentation as necessary.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no adverse impact on current services.

CONCLUSION

Please return an adopted copy of this Board letter to Public Works, Stormwater Planning Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MJF:lg

Enclosure

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



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street
Sacramento, CA 95819

December 19, 2024

Yao Kouwonou, PE
Civil Engineer
Los Angeles County Department of Public Works
900 S. Fremont Ave
Alhambra, CA 91803

Dear Yao Kouwonou:

Enclosed is our standard joint-funding agreement 25ZGJFA21000066 between the U.S. Geological Survey California Water Science Center and Los Angeles County Department of Public Works for the project, **Stormwater Recharge Efficiency in the Greater Los Angeles Region**, during the period January 1, 2025 through January 1, 2029 in the amount of \$885,891 from your agency. U.S. Geological Survey contributions for this agreement are \$221,473 for a combined total of \$1,107,364. Please sign and return one fully-executed original to email cawscagreements@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Elizabeth Jachens at (916) 225-6144 or email ejachens@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Irene Rios at phone number (619) 225-6156 or iaros@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Anke Mueller-Solger
Director, USGS California Water Science Center

Enclosure
25ZGJFA21000066
Proposal

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000827
Agreement #: 25ZGJFA21000066
Project #:
TIN #: 95-6000927

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of January 1, 2025, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Los Angeles County Department of Public Works party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the project **Stormwater Recharge Efficiency in the Greater Los Angeles Region** (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$221,473 by the party of the first part during the period January 1, 2025 to January 1, 2029
- (b) \$885,891 by the party of the second part during the period January 1, 2025 to January 1, 2029
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000000827
Agreement #: 25ZGJFA21000066
Project #:
TIN #: 95-6000927

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Elizabeth Jachens
Hydrologist
Address: 4165 Spruance Road Suite 200
San Diego, CA 92101-0821
Telephone: (916) 225-6144
Fax: (n/a)
Email: ejachens@usgs.gov

Customer Technical Point of Contact

Name: Yao Kouwonou, PE
Civil Engineer
Address: 900 S. Fremont Ave
Alhambra, CA 91803
Telephone: (626) 458-7157
Fax: (n/a)
Email: YKOUWONOU@dpw.lacounty.gov

USGS Billing Point of Contact

Name: Irene Rios
Budget Analyst
Address: 4165 Spruance Road Suite 200
San Diego, CA 92101-0821
Telephone: (619) 225-6156
Fax: (619) 225-6101
Email: iarios@usgs.gov

Customer Billing Point of Contact

Name: Yao Kouwonou, PE
Civil Engineer
Address: 900 S. Fremont Ave
Alhambra, CA 91803
Telephone: (626) 458-7157
Fax: (n/a)
Email: YKOUWONOU@dpw.lacounty.gov

U.S. Geological Survey
United States
Department of Interior

Los Angeles County Department of Public Works

Signature

By _____ Date: _____
Name: Anke Mueller-Solger
Title: Director, USGS California Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title: