



Board of Supervisors

Community Services Cluster Agenda Review Meeting

DATE: May 14, 2025

TIME: 11:30 a.m. – 12:30 p.m.

MEETING CHAIR: Anders Corey, 5th Supervisorial District

CEO MEETING FACILITATOR: Anna Hom-Wong

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 June 3, 2025 Board Agenda:
APPROVAL OF AS-NEEDED CALIFORNIA COASTAL COMMISSION
CONSULTANT SERVICES MASTER AGREEMENTS

Wednesday, May 14, 2025

- B. Board Letter (Parks and Recreation) for June 3, 2025 Board Agenda:
APPROVAL OF SOLE SOURCE CONTRACT FOR
WEATHER-SATELLITE COMMUNICATION SUBSCRIPTION SERVICES
WITH HYDROPOINT DATA SYSTEMS, INC.
- C. Board Letter (Public Works) for June 3, 2025 Board Agenda:
CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
JOB ORDER CONTRACTS WWD1, WWD2, AND WWD3 FOR REPAIR,
REMODELING, REFURBISHMENT, AND REPLACEMENT OF COUNTY
WATER INFRASTRUCTURE AND APPURTENANCES IN VARIOUS CITIES,
UNINCORPORATED COMMUNITIES, AND FACILITIES COUNTYWIDE
- D. Board Letter (Public Works) for June 3, 2025 Board Agenda:
CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
AWARD CONSULTANT SERVICES AGREEMENTS
ON-CALL COST ESTIMATING
AND RELATED SERVICES
- E. Board Letter (Public Works) for June 3, 2025 Board Agenda:
SERVICE CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
SUMMER BEACH BUS SERVICES
- F. Board Letter (Public Works) for June 3, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
ADOPT RESOLUTION 4012 FOR
HIGHWAYS-THROUGH-CITIES FUNDING
FOR THE 1ST STREET PEDESTRIAN IMPROVEMENTS PROJECT
IN THE CITY OF LONG BEACH
- G. Board Letter (Public Works) for June 3, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE
TO GRANT A WATER PIPELINE FRANCHISE
TO CALIFORNIA DOMESTIC WATER COMPANY
- H. Board Letter (Public Works) for June 3, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES OF
EL CAMINO VILLAGE, FLORENCE-FIRESTONE, ROSEWOOD/WEST
RANCHO DOMINGUEZ, AND WILLOWBROOK

Wednesday, May 14, 2025

- I. Board Letter (Public Works) for June 3, 2025 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
GRANT OF EASEMENT
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO MR. ALEXANDER LIBERMAN AND MS. MEREDITH DARROW
SANTA MONICA CANYON CHANNEL, PARCEL 64GE.1
IN THE PACIFIC PALISADES COMMUNITY
OF THE CITY OF LOS ANGELES
- J. Board Letter (Public Works) for June 3, 2025 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICTS NOS. 21-KAGEL
CANYON, 29-MALIBU, 36-VAL VERDE, 37-ACTON,
AND 40-ANTELOPE VALLEY
RECOMMENDATION FOR CONTINUATION OF
WATER SERVICE AVAILABILITY
STANDBY CHARGES FOR FISCAL YEAR 2025-26

3. BOARD MOTIONS ITEM(S): (None)

4. PRESENTATION/DISCUSSION ITEM(S):

- A. Board Briefing (Internal Services Department)
ZERO EMISSION VEHICLE MASTER PLAN
Speaker: Minh Le

5. PUBLIC COMMENTS (2 minutes each speaker)

6. ADJOURNMENT

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

COMMUNITY_SERVICES@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/14/2025	
BOARD MEETING DATE	6/3/2025	
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 3 contractors to provide the Los Angeles County Department of Beaches and Harbors with as-needed consulting services relating to California Coastal Commission (CCC) projects.	
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:	
DEADLINES/ TIME CONSTRAINTS	The Department anticipates the new services to commence on July 01, 2025.	
COST & FUNDING	Total cost: \$1,078,000	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 3 contractors, to continue to provide as-needed consulting services relating to California Coastal Commission (CCC) projects.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Approval of the As-Needed California Coastal Commission Consultant Services Master Agreements (Master Agreements), in a form substantially similar to Attachment I, will enable the Department to utilize a pool of qualified and experienced contractors who can strategize with the Department and advocate, on an as-needed basis, the County's interests on matters pending or to be brought before the California Coastal Commission (CCC). These as-needed services will ensure the Department has assistance in relations with the CCC's Commissioners and staff in furtherance of achieving approvals relating to County-operated beaches and Marina del Rey beach matters before the CCC.</p> <p>The Master Agreement list (Attachment II) presently consists of 3 qualified contractors. 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
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Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

LaTayvius R. Alberty
Deputy Director

June 03, 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 CALIFORNIA COASTAL COMMISSION
CONSULTANT SERVICES MASTER AGREEMENTS
(SUPERVISORIAL DISTRICTS 2, 3 AND 4)
(3 VOTES)**

SUBJECT

This action is to request approval to execute Master Agreements with three contractors to provide the Los Angeles County Department of Beaches and Harbors ("Department" or "Beaches and Harbors") with as-needed California Coastal Commission consultant services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are not subject to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Approve and authorize the Director of Beaches and Harbors, or his designee, to award and execute As-Needed California Coastal Commission Consultant Services Master Agreements to provide as-needed California Coastal Commission consultant 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 \$140,000 or a maximum amount of \$1,078,000 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 California Coastal Commission Consultant Services Master Agreements (Master Agreements), in a form substantially similar to Attachment I, will enable the Department to utilize a pool of qualified and experienced contractors who can strategize with the Department and advocate, on an as-needed basis, the County's interests on matters pending or to be brought before the California Coastal Commission (CCC). These as-needed services will ensure the Department has assistance in relations with the CCC's Commissioners and staff in furtherance of achieving approvals relating to County-operated beaches and Marina del Rey beach matters before the CCC.



The Master Agreement list (Attachment II) presently consists of three qualified contractors. 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 California Coastal Commission Consultant Services Master Agreements will promote and further the Board-approved North Star 2, Foster Vibrant and Resilient Communities, by enabling the Department to obtain professional advocacy services to assist the Department in securing the CCC's approval in matters concerning County-operated beaches and Marina del Rey.

FISCAL IMPACT/FINANCING

The annual compensation for the recommended agreements is \$140,000 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 \$1,078,000, 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 California Coastal Commission Consultant 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 California Coastal Commission Consultant 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 \$140,000. The Department's annual budget is \$65,000, and additional ongoing funding will be requested as part of the FY25-26 Supplemental Budget phase.



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 30, 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 January 28, 2025, the Department issued a Request for Statement of Qualifications (RFSQ) seeking qualified contractors to provide California Coastal Commission consultant services on an as-needed and intermittent basis. The RFSQ was advertised in each supervisorial district in eight local community newspapers including one Spanish-language newspaper: Daily Breeze, Argonaut, Antelope Valley Press, Nuestra Comunidad, Santa Monica Daily Press, Daily News, The Blade, and LA Sentinel. A notice was also posted to the Department's social media internet sites, the County's "Doing



Business with the County” Internet site, as well as the Department’s Internet site, where the full document was available for download.

Consultants and/or principal owners were required to have a minimum of five years’ experience in consulting with public and private sector developers on CCC proceedings on Local Coastal Program Amendments and coastal permits. Additionally, consultants needed to demonstrate knowledge of the CCC, including the CCC’s history, governing law, regulations, staff, and rulings.

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

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

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION



The Honorable Board of Supervisors
June 03, 2025
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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 CALIFORNIA COASTAL COMMISSION
CONSULTANT SERVICES**

**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
MASTER AGREEMENT PROVISIONS
AS-NEEDED CALIFORNIA COASTAL COMMISSION CONSULTANT SERVICES**

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MASTER AGREEMENT PROVISIONS
AS-NEEDED CALIFORNIA COASTAL COMMISSION CONSULTANT SERVICES
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**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
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**COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS
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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 Description of Services

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

**FOR
AS-NEEDED CALIFORNIA COASTAL COMMISSION
CONSULTANT SERVICES**

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

RECITALS

WHEREAS, the County may contract with private businesses for As-Needed California Coastal Commission Consultant Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing As-Needed California Coastal Commission Consultant Services; and

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Work Order
- Exhibit E 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
- Exhibit F Description of Services

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

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

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

performance of, and otherwise governs, subsequent Work Orders.

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

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Orders will generally conform to Exhibit D, which describes work to be performed on a fixed price per deliverable basis as determined by the County. Each Work Order will include an attached Statement of Work, which will

describe in detail the particular project and the work required for the performance thereof. Work orders may be awarded by the length of projects. Payment for work must be on an hourly basis and subject to the Total Maximum Compensation specified in each individual Work Order.

- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Work Orders are as set forth in this Paragraph. Upon determination by County to issue a Work Order solicitation, County will issue a Work Order solicitation containing a Statement of Work to Master Agreement Qualified Contractors being solicited on the basis of demonstrated qualifications as set forth in the Contractor's Statement of Qualifications and/or other additional materials, if requested by the County. Once selected, the Qualified Contractor must submit a bid to the County within the timeframe specified in the Work Order. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order. It is understood by Contractor that County's process to award work may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. County, in its sole discretion, may select a bid it deems to be in the overall best interest of the County.
- 3.5 The County will, upon completion of evaluation, negotiate a fair and reasonable fee with the Qualified Contractor pursuant to applicable laws, including California Government Code Sections 4526-4529.5. If the County and the Qualified Contractor fail to negotiate a fee for service, or if the Qualified Contractor declines the opportunity to submit a bid, the County will issue a Work Order solicitation to the next Qualified Contractor on the basis of demonstrated qualifications until a selection is made. County will select bids that it deems to be in the overall best interest of the County.
- 3.6 County estimates that selection of any Contractor will occur within seven (7) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director or designee.
- 3.7 In the event Contractor defaults three times under Paragraph 3.5 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

- 3.8 County reserves the right to match potential projects and needs to firms based on performance, scheduling, workload distribution, community familiarity, past project performance and other factors, in the County's sole discretion, on a case-by-case basis.
- 3.9 County reserves the right, in its sole discretion, to cancel a Work Order solicitation at any point in the Work Order solicitation process. At no time will any Qualified Contractor be reimbursed for any cost associated with its participation in a canceled Work Order solicitation.
- 3.10 Contractor will be responsible for monitoring any excess hours worked resulting in charges exceeding any total maximum amounts stated on the face of a Work Order it has submitted in response to a Work Order solicitation. County is not responsible for any payments in excess of the Work Order amount issued unless the Work Order was amended in accordance with Section 8.1.4. A Notice to Proceed must be issued by the Department prior to commencement of any work.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of this Master Agreement will be three (3) years commencing after execution by Director or their designee as authorized by the Board of Supervisors (Board). This Master Agreement will expire in three years after execution, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend the Master Agreement term for up to four (4) additional one-year periods for a maximum total Master Agreement term of seven (7) years. Each such option and extension will be exercised at the sole discretion of the Director or their designee as authorized by the Board.

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

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

4.4 Extension to Complete Work Orders

The Director may extend the Master Agreement term or any optional Master Agreement year on a month-to-month basis subject to the Master Agreement's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Master Agreement term or optional Master Agreement Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to

12 such one-month extensions may be granted, which will be effective only if executed in writing by the Director or Chief Deputy.

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum. The County may, at its discretion, expend any portion, all or none of the Contract Sum. However, aggregate annual payments from the Contract Sum for As-Needed California Coastal Commission Consultant 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 California Coastal Commission Consultant Services, except that such work performed must be limited to Marina del Rey and/or beaches owned, controlled or managed by County of Los Angeles.

5.2 Written Approval for Reimbursement

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

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

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after

expiration/termination of this Master Agreement will not constitute a waiver of County's right to recover such payment from Contractor.

5.4 Invoices and Payments

5.4.1 The Contractor will invoice the County only for providing the tasks, deliverables, goods, services and other work as specified in an assigned Work Order issued under this Master Agreement.

5.4.2 Payment for all work will be subject to the Total Maximum Compensation specified in each Work Order less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).

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

5.4.4 Contractor will be paid only for the tasks, deliverables, goods, services and other work approved in writing by the County. If the County does not approve work in writing, no payment will be due to the Contractor for that work.

5.4.5 Submission of Invoices

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

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

5.4.6 Invoice Content

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

5.4.7 Preference Program Enterprises – Prompt Payment Program

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

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

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

5.6 Increase of Contract Sum by Director

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

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

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

6.2 County's Master Agreement Program Director (MAPD)

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

6.3 County's Project Director

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

6.4 County's Project Manager

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

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

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

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

6.5 County's Contract Analyst

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

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit B (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

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

7.4 Confidentiality

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

- 7.4.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.4 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.4.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.4.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

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

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

8.1.3 Changes to Subsequent Work Orders

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

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

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

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual

authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

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

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

8.5 Compliance with Applicable Laws

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

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

8.6 Compliance with Civil Rights Laws

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

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

8.7 Compliance with County's Jury Service Program

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

[Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.](#)

8.7.2 Written Employee Jury Service Policy

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

Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

8.8 Conflict of Interest

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

circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

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

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

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from

bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the

proposed decision and recommendation of the Contractor Hearing Board.

- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

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

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

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

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

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

8.14 County's Quality Assurance Plan

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

the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 Damage to County Facilities, Buildings or Grounds

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

8.16 Employment Eligibility Verification

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

8.17 Counterparts and Electronic Signatures and Representations

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

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

8.18 Fair Labor Standards

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

8.19 Force Majeure

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.4 (Confidentiality).

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

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

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

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

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

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

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

discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

- 8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming

County and its Agents as an additional insured, with limits of not less than:

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

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

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 **Unique Insurance Coverage**

- Professional Liability/Errors and Omissions

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

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire

monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

- 8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or their designee, deems are correctable by the Contractor over a certain time span, the Director or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

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

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

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

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

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 Contractor certifies to the County each of the following:

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

8.27.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable

Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the

Contractor regarding the performance of services as stated in this Master Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

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

record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

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

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

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

8.37 Record Retention and Inspection-Audit Settlement

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

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

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds

appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising

through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to:

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

before any subcontractor employee may perform any work hereunder.

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

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

8.41 Termination for Convenience

- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:
- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to County all completed work and work in process; and
 - Complete performance of such part of the work as would not have been terminated by such notice.

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

8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Master Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault

or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

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

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

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

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

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

8.49 Warranty Against Contingent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted

Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 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.

9.4 Employee Conflicts

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

management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

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

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

10.0 Survival

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

Paragraph 1.0	(Applicable Documents)
Paragraph 2.0	(Definitions)
Paragraph 3.0	(Work)
Paragraph 5.4	(No Payment for Services Provided Following Expiration/Termination of Agreement)
Paragraph 7.4	(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 CALIFORNIA COASTAL COMMISSION CONSULTANT
SERVICES**

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

COUNTY OF LOS ANGELES

By _____
Director, Beaches and Harbors

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

AS-NEEDED CALIFORNIA COASTAL COMMISSION CONSULTANT SERVICES

MASTER AGREEMENT CONTRACTOR LIST

- Culbertson, Adams Associates, Inc
- ENGEO Incorporated
- Moffatt Nichol

AS-NEEDED CALIFORNIA COASTAL COMMISSION CONSULTANT SERVICES DESCRIPTION OF SERVICES

1.0 SERVICES TO BE PROVIDED

1.1 The Vendor's services will include, but are not limited to the following:

- Refine and implement strategies for conveying factual information to the California Coastal Commission (Coastal Commission) staff and Commissioners that will ensure fully informed recommendations and action on the Department's permit applications;
- Interact with and educate Coastal Commission Commissioners individually about any particular project the Department of Beaches and Harbors (Department) may have pending for Coastal Commission consideration;
- Prepare Local Coastal Program amendments;
- Assist in the preparation of environmental documents and provide consultant services on environmental issues pertaining to the beach and marina;
- Present information and advocate the Department's position to the Coastal Commission staff and Commissioners verbally and in writing, when required by the Department or the Department of Regional Planning;
- Identify and serve as an advocate on all beach and marina issues, development projects and other matters concerning the Department;
- Render additional advice the Department may require in connection with its plan and permit applications;
- Appear at such times and places as the County may require to provide consulting services, upon reasonable notice;
- Provide expert testimony on Coastal Commission-related issues at arbitration or other judicial proceedings;

- Provide monthly reports of meetings and other contacts that document advocacy efforts, detailing communications with Commissioners and staff, and making recommendations on follow-up activities; and
- Perform other duties as required by the Director or his designee.

1.2 Acceptance of Work

The acceptance of Vendor's work will be subject to the following:

- Vendor must make the contract work available for inspection by the County's Project Manager at any time upon reasonable notice;
- Vendor must immediately notify the Department of any difficulties that will cause a project's delay;
- Vendor must ensure the quality of each project assigned or reports required and meet all deadlines for completion of such projects/reports as set by the County's Project Manager;
- There will be no maximum or minimum number of service hours to be provided monthly. The number of hours required will be determined by the work flow and requirements of the Department.

2.0 REPORTS

2.1 Vendor to Prepare Reports

The Vendor will report to the County's Project Manager in writing, as required per the Work Order, describing the services rendered and matters delivered, the charges for the services rendered, the balance of funds remaining under the Work Order and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.2 Vendor to Prepare Final Project Report

When required by the Work Order, the Vendor must prepare a final written report upon completion of the assigned work summarizing the Vendor's findings, recommendations, plans and designs in accordance with the County's Project Manager's instructions.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/14/2025	
BOARD MEETING DATE	6/3/2025	
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)	Department of Parks and Recreation	
SUBJECT	APPROVAL OF SOLE SOURCE CONTRACT FOR WEATHER-SATELLITE COMMUNICATION SUBSCRIPTION SERVICES WITH HYDROPOINT DATA SYSTEMS, INC.	
PROGRAM	Weather-Satellite Communication Subscription Services for Weather Based Irrigation Smart Controllers	
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 subscription services are necessary to fully optimize the functionality of the Smart Controllers and are only available from HydroPoint, as the sole proprietor for the Smart Controllers software, maintenance and communication systems. The subscription services enable the Department to decrease and manage its annual water usage. To comply with Board Policy 5.100, Sole Source Contracts, on December 18, 2023, the Director sent the Board a Notification of Intent to Negotiate a New Sole Source Agreement with HydroPoint, where the Department intended to enter into negotiations for a new long-term Board-approved sole source contract with HydroPoint (Attachment II). The Sole Source Checklist is attached to this letter (Attachment III).	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING (REVENUE TO THE COUNTY)	\$149,000 Annually plus 10% contingency	Funding source: Fiscal Year 2024-25 and 2025-26 Operating Budget
	TERMS (if applicable): Five years, with up to two additional one-year extension options, and if needed, an additional month-to-month extension option for up to six months.	
PURPOSE OF REQUEST	Approval of the recommended actions will delegate authority to the Director of Parks and Recreation, or her designee, to execute a sole source contract for weather-satellite communication subscription services with HydroPoint Data Systems, Inc. for weather-based irrigation smart controllers	
BACKGROUND (include internal/external issues that may exist including any related motions)	Water conservation is a key priority for the Department of Parks and Recreation (Department). With rising utility costs and increasing concerns about sustainability, implementing efficient water management strategies is essential for maintaining green spaces while minimizing financial and environmental impacts.	

	<p>To achieve this, the Department implemented advanced irrigation technology, specifically weather-based smart irrigation controllers (Smart Controllers), to optimize water usage by adjusting it based on real-time weather conditions and moisture levels. Currently, the Department has 343 Smart Controllers installed throughout its Parks and facilities, with plans to purchase an additional 79. When purchasing these controllers, they must be equipped with weather sensor devices to qualify for rebates that have been pre-approved by the Metropolitan Water District. The installation and use of Smart Controllers aligns with the Board of Supervisor's (Board) Policy 3.047, which focuses on water conservation and irrigation efficiency.</p> <p>The recommended subscription services contract with HydroPoint Data Systems, Inc. (HydroPoint) will provide wireless satellite communication to 422 Smart Controllers. The subscription will allow the Department to manage watering times and frequencies, which adjust water times each day in response to changing weather conditions. The subscription services transmit weather data 24 hours a day, 7 days a week, to all Smart Controllers installed at the Department's parks and facilities. The subscription services are necessary to fully optimize the functionality of the Smart Controllers and are only available from HydroPoint, as the sole proprietor for the Smart Controllers software, maintenance and communication systems.</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	<p>Name, Title, Phone # & Email:</p> <p>Ruben Lopez, Chief of Contracts and Procurement Division 626-588-5300, rlopez@parks.lacounty.gov</p> <p>A'lana White, Contracts Section Head 626-588-5260 awhite2@parks.lacounty.gov</p>



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

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

June 3, 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 SOLE SOURCE CONTRACT FOR
WEATHER-SATELLITE COMMUNICATION SUBSCRIPTION SERVICES
WITH HYDROPOINT DATA SYSTEMS, INC.
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Approval of the recommended actions will delegate authority to the Director of Parks and Recreation, or their designee, to execute a sole source contract for weather-satellite communication subscription services with HydroPoint Data Systems, Inc. for weather-based irrigation smart controllers.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Delegate authority to the Director of Parks and Recreation, or their designee, to execute a sole source contract with HydroPoint Data Systems, Inc., which is substantially similar to the sample contract included as Attachment I, upon approval as to form by County Counsel, to provide weather-satellite communication subscription services for 422 weather-based irrigation smart controllers, for an initial term of five years, with two one-year extension options, and an additional month-to-month extension option for up to six months, if needed, for a total contract term of seven years and six months, for a maximum annual Contract Sum of \$149,000.
3. Delegate authority to the Director of Parks and Recreation, or their designee, to exercise two additional one-year contract extension options and if needed, an additional month-to-month extension option for up to six months, if, in their opinion, the Contractor has effectively performed the services during the previous contract period and the services are still required; and to approve and execute change notices and amendments to incorporate necessary changes within the statement

of work, including, but not limited to adding or removing park facility as needed, and upgrading subscriptions; and to add, delete, and/or change certain terms and conditions as required under Federal or State law or regulation, County policy and/or the Board of Supervisors; and to assign rights or delegation of duties should the contracting entity merge, be acquired or otherwise change entity; and to suspend or terminate the Contract at the Director's sole discretion, if it is in the best interest of the County of Los Angeles to do so, pursuant to the terms and conditions of the Contract.

4. Delegate authority to the Director of Parks and Recreation, or their designee, to increase the annual Contract Sum by up to ten percent during the Contract term, including the additional option periods, for any unforeseen services within the scope of the Contract and at the rates provided for in the Contract.
5. Delegate authority to the Director of Parks and Recreation, or their designee, to decrease the Contract Sum, during the Contract term, including any renewal option period, as necessary to reflect unforeseen reductions in services, park facilities and/or budget reductions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Water conservation is a key priority for the Department of Parks and Recreation (Department). With rising utility costs and increasing concerns about sustainability, implementing efficient water management strategies is essential for maintaining green spaces while minimizing financial and environmental impacts.

To achieve this, the Department implemented advanced irrigation technology, specifically weather-based smart irrigation controllers (Smart Controllers), to optimize water usage by adjusting it based on real-time weather conditions and moisture levels. Currently, the Department has 343 Smart Controllers installed throughout its parks and facilities, with plans to purchase an additional 79. When purchasing these controllers, they must be equipped with weather sensor devices to qualify for rebates that have been pre-approved by the Metropolitan Water District. The installation and use of Smart Controllers aligns with the Board of Supervisor's (Board) Policy 3.047, which focuses on water conservation and irrigation efficiency.

The recommended subscription services contract with HydroPoint Data Systems, Inc. (HydroPoint) will provide wireless satellite communication to 422 Smart Controllers. The subscription will allow the Department to manage watering times and frequencies, which adjust water times each day in response to changing weather conditions. The subscription services transmit weather data 24 hours a day, 7 days a week, to all Smart Controllers installed at the Department's parks and facilities. The subscription services are necessary to fully optimize the functionality of the Smart Controllers and are only available from HydroPoint, the sole proprietor for the Smart Controllers software, maintenance, and communication systems.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed Agreement will promote and uphold the County of Los Angeles's (County) approved Strategic Plan Goals of fostering vibrant and resilient communities by focusing on environmental justice that embraces positive change and addresses sustainability issues (North Star 2.D); mitigating climate change and building climate resilient communities (North Star 2.D.i); making an equitable transition to, and invest in the growth of, a carbon-free green economy (North Star 2.D.ii); and supporting thriving ecosystems, habitats, and biodiversity (North Star 2.D.iii). The proposed Agreement also promotes County approved Strategic Plan Goals of realizing tomorrow's government today by using data to assess and strengthen operational efficiency and effectiveness, maximize and leverage resources, ensure fiscal responsibility, and accountability (North Star 3.E).

IMPLEMENTATION OF COUNTY SUSTAINABILITY GOALS

The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Contract helps address Strategy 9B, which calls for the County to implement strong water conservation measures.

FISCAL IMPACT/FINANCING

The annual Contract Sum is \$149,000. The Contract Sum will increase by up to ten percent as Smart Controllers are purchased and activated for new parks and as subscription upgrades become available.

Controllers are purchased with a one-year subscription to the HydroPoint system. At the start of the second year, the subscription is added to the Contract. Subscription services are based on a discounted tiered system. The Department receives a 10% discount on subscription rates based on having more than 250 Smart Controllers.

OPERATING BUDGET IMPACT

The Department's Fiscal Year 2024-25 and 2025-2026 Operating Budget has sufficient funds for the annual cost of \$149,000 for HydroPoint subscription services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Sample Contract, Attachment I, contains terms and conditions supporting your Board of Supervisors (Board) ordinances, policies, and programs, including, but not limited to: all mandatory County contracting provisions, including Consideration of Hiring Greater Avenues for Independence (GAIN) and Skills and Training to Achieve Readiness for Tomorrow (START) Program; the Contractor Employee Jury Service Program; the Defaulted Property Tax Reduction Program Ordinance; Notice to Contractor Employees of Safely Surrendered Baby Law; Compliance with County's Zero Tolerance Policy on Human Trafficking; Compliance with Fair Chance Employment Practices; and the

Compliance with the County Policy of Equity. The Sample Contract is in compliance with all Board and CEO requirements. The CEO's Risk Management Office has approved the insurance, indemnification, and liability provisions included in the sample contract.

County Counsel will approve the Contract as to form prior to the Director of Parks and Recreation (Director) executing the Contract.

CONTRACTING PROCESS

To comply with Board Policy 5.100, Sole Source Contracts, on December 18, 2023, the Director sent the Board a Notification of Intent to Negotiate a New Sole Source Agreement with HydroPoint, where the Department intended to enter into negotiations for a new long-term Board-approved sole source contract with HydroPoint (Attachment II). The Sole Source Checklist is attached to this letter Attachment III.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. The recommended actions to delegate authority to the Director to enter into a new sole source contract with HydroPoint for subscription services are administrative activities of government, which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enhance the County's goal for efficient irrigation management at its parks. There are no anticipated impacts to the current County services and/or projects associated with the proposed actions.

CONCLUSION

Please instruct the Executive Officer of the Board to forward three adopted copies of the action taken by the Board to the Department of Parks and Recreation.

Should you have any questions please contact, Ms. A'lana White 626) 588-5260 or via email at awhite2@parks.lacounty.gov, or Mr. Ruben Lopez at (626) 588-5300 or via email at rlopez@parks.lacounty.gov, or Ms. Johanna Hernandez at (626) 588-5370 or via email at blh@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ
Director

NEGG:AB:MR
RL:AW:MK:rc

Attachments

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

DRAFT



SAMPLE CONTRACT

BY AND BETWEEN

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

AND

HYDROPOINT DATA SYSTEMS, INC

**FOR WEATHER SATELLITE COMMUNICATION
SUBSCRIPTION SERVICES**

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**SAMPLE CONTRACT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF PARKS AND RECREATION
AND
HYDROPOINT DATA SYSTEMS, INC. FOR
WEATHER SATELLITE COMMUNICATION SUBSCRIPTION SERVICES**

This Contract ("Contract") made and entered into on this _____ day of _____ 2025, by and between the County of Los Angeles, Department of Parks and Recreation, hereinafter referred to as "County" and HydroPoint Data Systems, Inc., hereinafter referred to as "Contractor".

RECITALS

WHEREAS, in accordance with Government Code Section 31000, the Los Angeles County Board of Supervisors (Board) may contract for special services on behalf of the County; and

WHEREAS, the Contractor warrants that it possesses the expertise and unparalleled resources necessary to provide the special services the County desires to use to conserve water; and

WHEREAS, the Contractor is a private firm specializing in providing weather-based communication subscription services, known as WeatherTRAK ET Everywhere Data Service, that allows the Department of Parks and Recreation (Department) to receive high resolution, daily local weather data and updates, and secure internet-based monitoring, control and reporting capability to optimize the Department's use of each of the 343 installed weather-based irrigation smart controllers (Controllers); and

WHEREAS, on _____, the Board authorized the Director or their designee to enter into a Contract with HydroPoint Data Systems, Inc. for Weather Satellite Communication Subscription Services; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through K are attached to and form a part of this Contract. 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 Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Subscription Rates
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Contribution and Agent Declaration Form

Unique Exhibits:

Exhibit I	Intentionally Omitted
Exhibit J	Intentionally Omitted
Exhibit K	Intentionally Omitted
Exhibit L	Information Security and Privacy Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

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

- 2.1.2 Contract:** The agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Program Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.6 County's Contract Manager:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 2.1.7 County's Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.8 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.9 County's Program Manager:** Person designated by County's Contract Manager to manage the operations under this Contract.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department:** The County of Los Angeles Department of Parks and Recreation, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of Parks and Recreation.
- 2.1.13 Facility:** Los Angeles County Park locations.
- 2.1.14 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.15 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County,

including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

2.1.16 Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

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

2.1.18 Subscription Rate: Rate accepted and approved by the County and the Contractor and identified in Exhibit B of this Contract. The County shall make payments at such rate for services rendered under the terms and conditions of this Contract.

3.0 SERVICES

3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth herein Exhibit A (Statement of Work).

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work/services, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract will be five (5) years, commencing on July 1, 2025, following the Director's approval, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for two additional one (1) year periods and month-to-month extensions for up to six (6) months, for a maximum total Contract term of seven (7) years and six (6) months. Such extension options may be exercised at the sole discretion of the Director, or their designee as authorized by the Board.

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

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

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Subscription Rates). The Contract Sum under the terms of this contract shall not exceed an estimated amount of \$149,000 on an annual basis.
- 5.1.2** Said rates as identified in Paragraph 5.1.1 hereinabove shall remain the same as previously approved throughout the term of this Contract. If the Director, in their sole discretion, exercises the option period as described in Section 4.2 above, the County shall receive the same tiered discount rates as identified in Exhibit B (Subscription Rates). The County's total subscriptions are above the threshold of 250 plus subscriptions, any additional subscriptions added will be at the agreed upon rate.
- 5.1.3** The Director is authorized, as approved by the Board to increase the total contract amount by up to 10%. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Invoices and Payments

- 5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.
- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Subscription Rates). 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.
- 5.5.3** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service in the amount of one-twelfth (1/12) of the total annual amount based on the number of Controllers installed, receiving the subscription service, and not within their first year of service, to be paid by the County for services provided by the Contractor under the terms and conditions of this Contract. Said payment will be made within thirty (30) days upon receiving a properly prepared and correct invoice, providing that all delivery of services performed during the preceding month has been submitted in accordance with the provisions of this Contract.
- 5.5.4** All invoices under this Contract must be submitted in two (2) copies for the services provided during the previous thirty (30) days. Contractor must prepare the invoices by contract amount, with each facility and the facility amount identified as separate line items on the invoices. Said invoices must include the charges owed to the Contractor by the County under the terms of this Contract. No invoice will be approved for payment unless the required subject document identified hereinabove are included with the invoice.

5.5.5 County Approval of Invoices

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

5.5.6 Subscription Billing Actuation

The billing date for each newly installed and activated Controller will be one (1) year from the initial activation date.

5.5.7 If County removes a Controller, or a Controller is inoperable for longer than three (3) consecutive days, then the Contractor must reduce the cost invoiced to the County, accordingly, on a prorated basis. If said invoices are not reduced to reflect the Controllers that have been removed or are inoperable as defined above, County must deduct said costs from the invoice(s).

5.5.8 Intentionally Omitted

5.6 Intentionally Omitted

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/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).

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

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

5.7.4 At any time during the duration of the 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

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

6.2 County's Contract Manager

The role of the County's Contract Manager may include:

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

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

6.3 County's Program Manager

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

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

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

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

6.4 County's Contract Monitor

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

6.5 County's Contract Analyst

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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

7.2 Contractor's Program Manager

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

7.2.2 The Contractor's Program Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and as pursuant to Section 6.3 (Contractor's Program Manager) of Exhibit A (Statement of Work).

7.3 Approval of Contractor's Staff

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

7.4 Intentionally Omitted

7.5 Background and Security Investigations

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

If a member of Contractor's staff does not pass the background investigation, County may request that the member of

Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

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

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

7.6 Confidentiality

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

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from

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

- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

The Contractor must sign and adhere to the provisions of Exhibit F1-IT (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director or their designee.
- 8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director or their designee.
- 8.1.3** The Director or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director or their designee
- 8.1.4** Addition/Deletion of Park Facilities/Controllers
- The Director may at their sole discretion add or remove Facilities/Controllers to the Contract. Facilities/Controllers may be added or removed at any time. The Director, or their designee, will issue a Change Notice to the Contractor to add or remove the Facility(ies)/Controller(s).

- a. If the Director adds a Facility(ies)/Controller(s) to the Contract, the Director will amend the Contract by issuing a Change Notice adding the Facility(ies)/Controller(s) effective the day following the installation of the final Controller at the Facility and increasing the sum of the Contract at the rate identified in Exhibit B, (Subscription Rates).
- b. If the Director removes a Facility(ies)/Controller(s) from the Contract, the Director will amend the Contract by issuing a Change Notice removing the facility(ies)/Controller(s) and reducing the sum of the Contract pro tanto.
- c. If the Director discontinues subscription services from one or more of the controller(s) at a Facility, a Change Notice will be issued by the Director, or their designee, removing the subscription service of the controller(s) at the Facility and reducing the sum of the contract pro tanto.

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 Contract, 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 Contract, 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 Contract 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 Contract which may result in the termination of this Contract. 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 Contract 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 Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

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

- The Contractor must preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Program Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, 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 Contract are hereby incorporated herein by reference.

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

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e)

(17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident

who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, 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 Contract.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor's violation of this paragraph of the 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 and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, 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 Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract 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 Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board

pursuant to the same procedures as for a debarment hearing.

- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

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

Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

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

sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract 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 Contract. 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 Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of

either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract 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 Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract 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 Contract.
- 8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. 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 Contract. 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 Contract.

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 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 sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its

financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its

Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$2 million.

8.26 Liquidated Damages

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

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly 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 \$50 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the County each of the following:

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

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract 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 Contract.

- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, 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 Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information

regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all

costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The Contractor must not disclose any details in connection with this Contract 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 Contract within the following conditions:

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

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract 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 Contract. 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 Contract. 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 Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and

other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract 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 Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

8.40.1 The requirements of this Contract 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 Contract.

- 8.40.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Contracts Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles
Department of Parks and Recreation
Attention: Contracts and Procurement Division
1000 South Fremont Avenue, Unit #40, Building A-9 West

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the Director, in their sole discretion, to be in the best interest of the County. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

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

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

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

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Manager:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

8.44 Termination for Improper Consideration

- 8.44.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.44.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract 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 Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

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

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

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 Contract. 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 Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the 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.

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and

Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Data Destruction

Contractor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all

County data was destroyed and is unusable, unreadable, and/or indecipherable.

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Compliance with County's Women in Technology Hiring Initiative

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

9.13 Intentionally Omitted

10.0 Survival

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Services
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure

Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 10.0	Survival

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

COUNTY OF LOS ANGELES

Department of Parks and Recreation

By _____
Norma E. Garcia-Gonzalez, Director

HydroPoint Data Systems, Inc.

By _____
Name

Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

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STATEMENT OF WORK

1.0 SCOPE OF WORK

The Contractor must provide WeatherTRAK ET Everywhere Data Service and access to WeatherTRAK Central Internet Management software subscriptions (Services) for each active weather-based irrigation smart controller (Controller) installed within Los Angeles County (County) Park facilities (Facilities). The real-time weather data enables the County to increase irrigation efficiency to adjust watering time in response to weather conditions. The County has 343 Controllers installed at various County parks. List of county parks containing Controllers is set forth in Attachment I (Number of Weather-Based Irrigation Controllers Installed) of this Exhibit A (Statement of Work).

2.0 SPECIFIC TASKS AND ADDITION/DELETION OF FACILITIES

The Contractor must provide Services for weather-based irrigation controllers installed at County parks.

2.1 Controller Subscription Monitoring Services

- 2.1.1 The Contractor must provide subscription services for secured wireless communication to the Controllers installed at County Facilities.
- 2.1.2 The Contractor must ensure the Services are provided using a Central Internet Management System.
- 2.1.3 Upon receiving the County's registration request of newly installed Controller(s), the Contractor must include the Controller onto the County's Services account within one (1) calendar day.

2.2 Subscription Rates

- 2.2.1 The Controllers subscription rates are based on a tiered rates system containing the number of units and discounted amount. The Contractor and County agree to use the tiered rates system as identified in Exhibit B (Subscription Rates).
- 2.2.2 Controllers registered by the County will incrementally add to the cumulative volume of active subscriptions to this Contract. The County's current total subscriptions are above the threshold of 250 plus subscriptions, any additional subscriptions added will be at the current agreed upon rate as identified in Exhibit B (Subscription Rates).

2.2.3 Subscription Billing Actuation

The billing date for each newly installed and activated Controller will be one (1) year from the initial activation date.

2.3 Discontinuance of Subscription Services

2.3.1 At the receipt of a Change Notice to discontinue Service of a Controller, the Contractor must contact the County to instruct the County to select "User no ET" station mode to avoid the risk to County's landscape, as a result of no longer receiving Service.

2.3.2 The Contractor will disable the Controller's radio within two (2) days of Change Notice receipt.

2.4 Active Subscriptions Reporting

2.4.1 Contractor must prepare and submit a monthly report of active Controller subscriptions to the Contract Program Manager and the Contract Analyst by the 15th calendar day of each month.

2.4.2 The report must include, at a minimum, the Site Name, Address, Controller Item Stock Keeping Unit, Controller Status, Type of Subscription Service, Initial Activation Date, and Subscription Billing Effective Date.

2.5 Technical Support

2.5.1 The Contractor must provide technical support to the Department installed and activated Controllers.

2.5.2 The Contractor must provide English and Spanish toll-free technical support, within stated business hours as identified in Section 7.0, Hours/Days of Work.

Technical Support: (800) 362-8774

Customer Support email address:
support@hydropoint.com

2.5.3 The Contractor's Tier One technical support representative shall monitor issues and communicate the status with the County Program Manager.

2.5.4 The Contractor must provide English and Spanish toll-free support for all WeatherTRAK Central Internet Service-related issues within stated business hours as identified in Section 7.0, Hours/Days of Work.

Service Support: (800) 362-8874

- 2.5.5 The Contractor must provide English and Spanish toll-free support for all Controller software related issues within stated business hours as identified in Section 7.0, Hours/Days of Work.

Software Support: (800) 362-8874

2.6 Addition/Deletion of Facilities and/or Controllers

The County reserves the right to add or remove facilities and/or Controllers during the Contract term based on the needs of the County. All changes must be made in accordance with Paragraph 8.1 (Amendments and Change Notices) of the Contract.

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted to the County's Contract Monitor for review. The QCP must include, but may not be limited to, the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met.
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

The Director will be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as needed to serve as Contract Manager and Contract Monitor(s) in order to inspect and review Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review Contractor's performance under this Contract.

4.1 Contract Monitoring

The Contractor must cooperate with the Director, County Contract Managers and Monitors and any appropriate State or Federal representatives, in the reviewing and monitoring of the Contractor's Service, records and procedures, at any reasonable time, as requested by the County.

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the County's Contract Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Contract Monitor will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Contract Monitor within ten (10) business days.

4.3 County Observations

4.3.1 The County reserves the right to perform inspections at any time for the purpose to maintain Contractor's compliance with all Contract terms and conditions and performance standard.

4.3.2 In addition to departmental contracting staff, other County personnel and any appropriate State or Federal representatives may observe performance, activities, and review documents relevant to this Contract at any reasonable time. However, these personnel may not unreasonably interfere with the Contractor's performance.

4.3.3 In the event the County commences legal proceedings for the enforcement of this Contract, Contractor does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

5.0 DEFINITIONS

5.1 Business Day - Monday through Saturday, 7:00 a.m. to 5:00 p.m., including County holidays, as requested.

5.2 Central Internet Management – Secure internet base monitoring, control and reporting capability.

- 5.3** Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform the Contractor of the faulty service.
- 5.4** Contractor's Program Manager – Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.5** County's Contract Manager – Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.6** County's Contract Monitor – Person who monitors the Contract and provides reports to the County's Contract Manager and County's Program Manager.
- 5.7** County's Program Manager - Person designated by the County to manage the operations under this Contract.
- 5.8** Evapotranspiration (ET) – Combined loss of water from evaporation from soil surfaces (E) and transpiration from plants (T).
- 5.9** Hardware - All the parts making up the physical smart controller which is installed in the ground.
- 5.10** Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.11** Quality Assurance Plan – The plan developed by Parks and Recreation, specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.12** Quality Control Plan – All necessary measures taken by the Contractor to ensure that the quality of service meets Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.
- 5.13** Service – County's access to and use of Contractor's WeatherTRAK ET Everywhere Data Service and Central Internet Management. The Service provides daily ET weather updates and Central Internet Management to every WeatherTRAK Controller with a paid subscription.
- 5.14** Software - All information gathering devices located inside the Controller that communicates with the satellite, the web software and all relating internet access programming.
- 5.15** WeatherTRAK ET Everywhere Data Service – high resolution, daily local ET weather data.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

- 6.1.3 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.4 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments and Change Notices).

6.2 Furnished Items

The County shall provide Controllers as listed below:

- 6.2.1 CIM-1YA
- 6.2.2 CIMXL-1YA
- 6.2.3 CIM+OFS-1YA
- 6.2.4 CIMXL+OFS-1YA

CONTRACTOR

6.3 Contractor's Program Manager

- 6.3.3 The Contractor must provide a full-time Contractor's Program Manager and a designated alternate. County must have access to the Program Manager for telephone contact during Business Days. The Program Manager shall provide management and coordination of this Contract.
- 6.3.4 The Contractor's Program Manager must act as a central point of contact with the County.
- 6.3.5 The Contractor's Program Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Program Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1 The Contractor will be responsible for the conduct and behavior of its employees.

6.4.2 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve staff prior to assignment.

6.4.3 The County may at any time, give Contractor written notice to the effect that the conduct or actions of a designated Contractor employee is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. Following the County's written notice thereof, Contractor must, at the County's discretion: (1) terminate such employee's work assignment or; (2) Contractor must meet with representatives of the County to consider the appropriate course of action with respect to such matter and Contractor must take reasonable measures under the circumstances, to assure the County that the conduct and activities of Contractor employees will not be detrimental to the interest of the public patronizing the premises.

6.5 Intentionally Omitted

6.6 Intentionally Omitted

6.7 Intentionally Omitted

6.8 Contractor's Office

Contractor must maintain an office with a telephone number in the company's name where Contractor conducts business. The office must be staffed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Saturday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service must be provided to receive calls. The Contractor must answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

7.0 HOURS/DAYS OF WORK

The Contractor must perform all terms of this Contract as specified below:

March through October:

Monday through Friday	3:00AM through 6:00PM PDT
Saturday	9:00AM through 2:00PM PDT
Sunday	Closed

November through February:

Monday through Friday	7:00AM through 5:00PM PST
Saturday	9:00AM through 2:00PM PST
Sunday	Closed

The Contractor is to provide Services on County recognized holidays as requested.

8.0 INTENTIONALLY OMITTED

9.0 UNSCHEDULED WORK

The Contractor must not provide any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed as a gift, and the Contractor shall have no claim whatsoever against the County.

10.0 SPECIFIC WORK REQUIREMENTS

Contractor must provide County with unlimited account access to WeatherTRAK services.

11.0 GREEN INITIATIVES

- 11.1** Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2** Contractor must notify County’s Program Manager of Contractor’s new green initiatives prior to Contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

- 12.1** A Performance Requirements Summary (PRS) Chart, Attachment II of this Exhibit A, listing required services and deliverables that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.
- 12.2** All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services or deliverables as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service or deliverable seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

- 12.3** When the Contractor's performance does not conform to the terms of this Contract, the County will have the option to apply the following remedies:
- 12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - 12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
 - 12.3.3 Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.
 - 12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of Contract and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

Number of Weather-Based Irrigation Smart Controllers Installed

Facility Name	Site Name	Facility Address	# of Controllers Installed
Allen J. Martin Park	East-AJ Martin Pk	14830 East Giordano Street, La Puente, CA 91744	1
Arcadia Community Regional Park	East-Arcadia Pk	405 South Santa Anita Avenue, Arcadia, CA 91006	10
Atlantic Avenue Park	EAST-Atlantic Pk	570 South Atlantic Boulevard, East Los Angeles, CA 90022	1
Avenue Park	East-4th Ave Pk	553 South 4th Avenue, La Puente, CA 91746	2
Avocado Heights Park	EAST-Avocado Heights Pk	14105 Don Julian Road , La Puente, CA 91746	1
Bassett Park	EAST-Bassett Pk	510 North Vineland Avenue , La Puente, CA 91746	1
Belvedere Communiy Regional Park	East-Belvedere PK	4914 East Cesar Chavez Avenue, Los Angeles, CA 90022	7
Carolyn Rosas Park	EAST-Carolyn Rosas	18500 East Farjardo Street, Rowland Heights, CA 91748	1
Charter Oak Park	EAST-Charter Oak Pk	20261 East Covina Boulevard, Covina, CA 91723	2
City Terrace Park	EAST-City Terrace Pk	1126 North Hazard Avenue, East Los Angeles, CA 90063	4
Countrywood Park	EAST-Countrywood Park	16817 East Cooper Hill Road, Hacienda Heights, CA 91745	1
Dalton Park	EAST-Dalton Pk	18867 East Armstead Street, Azusa, CA 91702	1
East County Community Services Agency	EAST-East Agency HQ	265 Cloverleaf Drive, Baldwin Park, CA 91706	1
Eugene A. Obregon Park	EAST-ObregonPk	4021 East First Street, Los Angeles, CA 90063	3
Hacienda Heights Community and Recreation Center	EAST-Hacienda CC	1234 Valencia Avenue, Hacienda Heights, CA 91745	1
Los Robles Park	EAST-Los Robles Pk	14906 East Los Robles Avenue, Hacienda Heights, CA 91745	1
Manzanita Park	East-Manzanita Park	1747 South Kwis Avenue, Hacienda Heights, CA 91745	2
Michillinda Park	EAST-Michillinda Pk	3800 Michillinda Drive, East Pasadena, CA 91107	1
Nogales Park - Community Nature Park	EAST-Nogales Park	2603 Grand Avenue, Huntington Park, CA	1
Orange Grove Park	EAST-Orange Grove Pk	14517 Orange Grove Avenue, Hacienda Heights, CA 91745	1
Pamela County Park	EAST-Pamela Pk	2236 Goodall Avenue, Duarte, CA 91010	1
Parque De Los Sueños	EAST-Parque De Los Sueños	1333 South Bonnie Beach Place, Los Angeles, CA 90032	1
Pathfinder Community Regional Park	EAST-Pathfinder Park	18150 Pathfinder Road, Rowland Heights, CA 91748	1
Ringrove Park	EAST-Ringrove Pk	747 North Ringrove Drive, La Puente, CA 91744	1
Rowland Heights Park	EAST-Rowland CC	1500 South Banida Avenue, Rowland Heights, CA 91748	1
Ruben F Salazar Park	EAST-Salazar Pk	3864 Whittier Boulevard, Los Angeles, CA 90023	2
San Angelo Park	EAST-San Angelo Pk	245 South San Angelo Avenue, La Puente, CA 91746	2
Saybrook Park	EAST-Saybrook Pk	6250 East Northside Drive, Los Angeles, CA 90022	1
Sunshine Park	EAST-Sunshine Pk	515 South Deepmead Avenue, La Puente, CA 91744	1
Valleydale Park	EAST-Valleydale Pk	5525 North Lark Ellen Avenue, Azusa, CA 91702	2
Walnut Nature Park	EAST-Walnut Nature Pk	2642 Olive Street, Walnut Park, CA 90255	1
Altadena Triangle Park	NORTH-Monument Pk	800 East Altadena Drive, Altadena, CA 91001	1
Castaic Regional Sports Complex	NORTH-Castaic Sports Complex	31320 North Castaic Road, Castaic, CA 91384	1
Charles S. Farnsworth Park	NORTH-Farnsworth Pk	568 East Mount Curve Avenue, Altadena, CA 91001	2
Charles White Park	NORTH-Charles White Pk	77 Mountain View Street, Altadena, CA 91001	1
Crescenta Valley Community Regional Park	NORTH-Crescenta Valley Pk	3901 Dunsmore Avenue, La Crescenta, CA 91214	4
El Cariso Community Regional Park	NORTH-North Agency	13100 Hubbard Street, Sylmar, CA 91342	10
Loma Alta Park	NORTH-Loma Alta Pk	3330 North Lincoln Avenue, Altadena, CA 91001	3
Two Strike County Park	NORTH-Two Strike Pk	5107 Rosemont Avenue, La Crescenta, CA 91214	1
Veterans Memorial Community Regional Park	NORTH-North Agency	13000 Sayre Street, Sylmar, CA 91342	6
Arboretum and Botanic Garden	REGIONAL-Arboretum	301 North Baldwin Avenue, Arcadia, CA 91006	6
Bosque del Rio Hondo	REGIONAL-Bosque Del Rio	9311 San Gabriel Boulevard, South El Monte, CA 91733	1
Castaic Lake State Recreation Area	REGIONAL-Castaic Lake	32132 Castaic Lake Drive, Castaic, CA 91384	15
Deane Dana Friendship Natural Area and Nature Center	REGIONAL-Deane Dana Friendship	1805 West 9th Street, San Pedro, CA 90732	3
Eaton Canyon Natural Area and Nature Center	REGIONAL-Eaton Canyon	1750 North Altadena Drive, Pasadena, CA 91001	1
Frank G. Bonelli Regional Park	REGIONAL-Bonelli	120 Via Verde Park Road, San Dimas, CA 91773	20
Hollywood Bowl	REGIONAL-Hollywood Bowl	2301 North Highland Avenue, Los Angeles, CA 90068	8
Kenneth Hahn State Recreation Area	REGIONAL-Kenneth Hahn	4100 South La Cienega Boulevard, Los Angeles, CA 90056	23
Kenneth Hahn State Recreation Area	REGIONAL-Kenneth Hahn Sport Complex	4100 South La Cienega Boulevard, Los Angeles, CA 90056	3
Marshall Canyon Regional Park & Nursery	REGIONAL-Marshall Canyon Tree Farm	6100 Stephens Ranch Road, La Verne, CA 91750	1
Peck Road Water Conservation Park	REGIONAL-Peck Water Conservation	5401 North Peck Road, Arcadia, CA 91006	2
Regional Facilities Agency	REGIONAL-Regional Office	265 Cloverleaf Drive, Baldwin Park, CA 91706	1

Facility Name	Site Name	Facility Address	# of Controllers Installed
San Dimas Canyon Natural Area and Nature Center	REGIONAL-San Dimas	1628 Sycamore Canyon Road, San Dimas, CA 91773	2
San Gabriel River Park	REGIONAL-San Gabriel River Park	25 San Fidel Avenue, Bassett, CA 91746	1
Santa Fe Dam Recreational Area	REGIONAL-Santa Fe Dam	15501 East Arrow Highway, Irwindale, CA 91706	14
Schabarum Equestrian Center	REGIONAL-Schabarum	17250 East Colima Road, Rowland Heights, CA 91748	14
South Coast Botanic Garden	REGIONAL-South Coast Botanical Garden	26300 Crenshaw Boulevard, Palos Verdes Estates, CA 90274	12
Stoneview Nature Center	REGIONAL-Stoneview	5950 Stoneview Drive, Culver City, CA 90232	1
Vasquez Rocks Natural Area and Nature Center	REGIONAL-Vasquez Rocks Natural Area	10700 West Escondido Canyon Road, Agua Dulce, CA 91350	1
Whittier Aquatics	REGIONAL-Whittier Aquatics	8028 Pioneer Boulevard, South El Monte, CA 91733	1
Whittier Narrows Natural Area and Nature Center	REGIONAL-Whittier Narrows Natural Area	1000 Durfee Road, South El Monte, CA 91733	1
Whittier Narrows Recreation Area	REGIONAL-Whittier Narrows	750 South Santa Anita Avenue, South El Monte, CA 91733	20
Whittier Narrows Recreation Area	REGIONAL-Whittier Narrows Sport Complex	750 South Santa Anita Avenue, South El Monte, CA 91733	12
William S. Hart Regional Park	REGIONAL-William S Hart	24151 North Newhall Avenue, Newhall, CA 91321	6
Adventure Park	SOUTH-Adventure	10130 South Gunn Avenue, Whittier, CA 90605	3
Alondra Community Regional Park	SOUTH-Alondra Pk	3850 Manhattan Beach Boulevard, Lawndale, CA 90260	11
Amelia Mayberry Park	SOUTH-Mayberry Pk	13201 East Meyer Road, Whittier, CA 90605	2
Amigo Park	SOUTH-Amigo Park	5700 South Juarez Avenue, Whittier, CA 90606	1
Don Knabe Community Regional Park	SOUTH-Cerritos Pk	19700 South Bloomfield Avenue, Cerritos, CA 90701	12
Earvin "Magic" Johnson Recreation Area	SOUTH-Magic Johnson Park	905 East El Segundo Boulevard, Los Angeles, CA 90059	5
East Rancho Dominguez Park	SOUTH-East Rancho Dominguez Pk	15116 South Atlantic Avenue, Compton, CA 90221	3
El Parque Nuestro	SOUTH-El Parque Nuestro Pk	1675 Gage Avenue, Los Angeles, CA 90011	2
Faith and Hope Park	SOUTH-Faith and Hope Pk	2247 East 119th Street, Los Angeles, CA 90059	1
Franklin D. Roosevelt Park	SOUTH-Roosevelt Pk	7600 Graham Avenue, Los Angeles, CA 90001	5
Helen Keller Park	SOUTH-Helen Keller Pk	12521 South Vermont Avenue, Los Angeles, CA 90044	2
Jesse Owens Community Regional Park	SOUTH-Jesse Owens Pk	9651 South Western Avenue, Los Angeles, CA 90047	7
La Mirada Community Regional Park	SOUTH-La Mirada Pk	13701 South Adelfa Avenue, La Mirada, CA 90638	9
Ladera Park	SOUTH-Ladera Park	6027 Ladera Park Avenue, Los Angeles, CA 90056	1
Mona Park	SOUTH-Mona Pk	2291 East 121st Street, Compton, CA 90222	3
Monteith Parkway	SOUTH-Monteith Parkway	4616 South Mullen Avenue, Los Angeles, CA 90043	1
Reuben Ingold Parkway	SOUTH-Ruben Ingold Pk	4400 Mount Vernon Drive, Los Angeles, CA 90032	1
Sorensen Park	SOUTH-Sorensen Pk	11419 Rosehedge Drive, Whittier, CA 90606	2
Ted Watkins Memorial Park	SOUTH-Ted Watkins Pk	1335 East 103rd Street, Los Angeles, CA 90002	4
Victoria Community Regional Park	SOUTH-Victoria Pk	419 Martin Luther King Jr. Street, Carson, CA 90746	7
Washington Ave Park	SOUTH-Washington Ave Pk	15614 South Washington Avenue, Compton, CA 90221	3
Wiseburn Walking Path	SOUTH-Wiseburn Walking Path	La Cienega between 129th & 141st, Hawthorne, CA 90250	1
Wishing Tree Park	SOUTH-Wishing Tree Pk	20400 Budlong Avenue, Torrance, CA 90502	2

Total Units Installed: 343

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 5.5 Invoices and Payments	Contractor must submit invoices in the format as specified in Paragraph 5.5.4	Inspection & Observation	\$50 per occurrence
Contract: Paragraph 7.0 Administration of Contract - Contractor	Contractor must notify the County in writing of any changes to information on Exhibit E, Contractor's Administration	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.24.2 Evidence of Coverage and Notice to County	Renewal Certificates of insurance coverage must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates.	Tracking of Insurance Certificates	\$500 per occurrence and/or may constitute a material breach of the Agreement.
Contract: Paragraph 8.38 Record Retention & Inspection-Audit Settlement	Contractor to maintain all required documents as specified in Paragraph 8.38	Inspection of files	\$50 per occurrence
Contract: Paragraph 8.40 Subcontracting	Contractor must obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW: Paragraph 2.1 Controller Subscription Monitoring Services	Upon receiving registration request of newly installed Controller(s), the Contractor must include the Controller onto the County's account within one (1) calendar day.	Inspection & Observation	\$50 per occurrence

EXHIBIT A - ATTACHMENT II

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Paragraph 2.4 Technical Support	Contractor must provide technical support in English and Spanish within stated business hours, SOW, Paragraph 7.0, Hours/Days of Work	Inspection & Observation	\$50 per occurrence
SOW: Paragraph 10.0 Specific Work Requirements	Contractor must provide County with unlimited account access to WeatherTRAK.net.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract

EXHIBIT B

SUBSCRIPTION RATES

I. SUBSCRIPTION RATES

Unit Description	Monthly Subscription Cost	Annual Subscription Cost
CIM-1YA	\$18.68	\$224.16
CIM+OFS-1YA	\$26.93	\$323.10
CIMXL-1YA	\$29.40	\$352.80
CIMXL+OFS-1YA	\$37.65	\$451.80

II. SUBSCRIPTION COSTS – Installed and Activated Controllers

Unit Description	Annual Subscription Costs	Units Installed	Total Annual Cost
CIM-1YA	\$224.16	261	\$58,505.76
CIMXL-1YA	\$352.80	11	\$3,880.80
CIM+OFS-1YA	\$323.10	4	\$1,292.40
GRAND TOTAL (as of February 18, 2025)		276	\$63,678.96

*Each new Controller installed is purchased with a one-year pre-paid subscription service. Thereafter, the subscription costs are added to this Contract.

**Sixty-Seven (67) Controllers have been installed but are currently inactive due to pending upgrades. Once the upgrades are completed, these Controllers will be activated and added to the monthly invoice.

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S CONTRACT MANAGER:

Name:	Ruben Lopez
Title:	Division Chief, Contracts Division
Address:	1000 South Fremont Ave, Building A-9 West, 2nd Floor, Unit #40
	Alhambra, CA 91803
Telephone:	626-588-5278
E-mail Address:	rlopez@parks.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name:	Maream Kbdzhyan
Address:	1000 South Fremont Ave, Building A-9 West, 2nd Floor, Unit #40
	Alhambra, CA 91803
Telephone:	626-588-5265
E-mail Address:	mkbkdhyan@parks.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Name:	Chester Kano
Title:	Regional Operations Manager
Address:	1000 South Fremont Ave, Building A-9 West, 3rd Floor
	Alhambra, CA 91803
Telephone:	626-588-5316
E-mail Address:	ckano@parks.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name:	Chester Kano
Title:	Regional Operations Manager
Address:	1000 South Fremont Ave, Building A-9 West, 3rd Floor
	Alhambra, CA 91803
Telephone:	626-588-5316
E-mail Address:	ckano@parks.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Contractor Name: Click or tap here to enter text.

Contract No Click or tap here to enter text.

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

INTENTIONALLY OMITTED

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.



Contribution and Agent Declaration Form

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

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

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

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

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

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



Contribution and Agent Declaration Form

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

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

-
- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:
 - b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:
 - c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
-

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.
- a) Parent(s):
 - b) Subsidiaries:
 - c) Related Business Entities:
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.



Contribution and Agent Declaration Form

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

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

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

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

B. CONTRIBUTIONS

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

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

*Please attach an additional page, if necessary.



Contribution and Agent Declaration Form

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

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

*Please attach an additional page, if necessary.

C. DECLARATION

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

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

COMPANY BIDDERS OR APPLICANTS

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

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

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



Contribution and Agent Declaration Form

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

Signature

Date

INDIVIDUAL BIDDERS OR APPLICANTS

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

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

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

Signature

Date

INTENTIONALLY OMITTED

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
 - b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
 - c. **County Information:** all Data and Information belonging to the County.
 - d. **Data:** a subset of Information comprised of qualitative or quantitative values.
 - e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
 - f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
 - g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
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- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

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

The Contractor's Information Security Program must:

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

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

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

The Contractor's Privacy Program must include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
 - Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
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- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

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

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

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

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

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

13. ACCESS CONTROL

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

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

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

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

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

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

Name
Departmental Information Security Officer
Address

City, State Zip
Telephone
Email address

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

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

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

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

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

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

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

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

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

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

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

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 0 18. PRIVACY AND SECURITY INDEMNIFICATION.

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

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

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

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

During the Contract term, the Contractor must not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County will have the sole discretion whether to accept such replacement. The replacement will be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

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

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

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

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

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor must manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as “County Source Code”) must be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County’s private Git repository.
 - b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.
-

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/14/2025		
BOARD MEETING DATE	6/3/2025		
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	Delegate authority to adopt, advertise, and award Job Order Contracts (JOCs) WWD1, WWD2, and WWD3 for repair, remodeling, refurbishment, and replacement of County water infrastructure and appurtenances in various cities, unincorporated communities, and facilities Countywide.		
PROGRAM	Los Angeles County Waterworks Districts		
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	N/A		
COST & FUNDING	Total cost: \$18,600,000	Funding source: Projects that are authorized under JOCs WWD1, WWD2, and WWD3, and the 14 proposed County infrastructure projects may be ordered for and subsequently financed by the appropriate operating and special funds. The largest expenditures are anticipated to be derived from Los Angeles County Waterworks District No. 29, Malibu, Accumulative Capital Outlay Fund N33 (Capital Assets – Infrastructure) and Waterworks District No. 40, Antelope Valley, Accumulative Capital Outlay Fund N64 (Capital Assets – Infrastructure). Sufficient funds for each JOC work order will be made available in the appropriate fund prior to authorizing the work. The three JOCs are for a not-to-exceed amount of \$6,200,000 each with an aggregate amount of \$18,600,000.	
	TERMS (if applicable): N/A		
	Explanation: Work involves the repair, remodeling, refurbishment, and replacement of Waterworks Districts-owned and County-owned water infrastructure and appurtenances.		
PURPOSE OF REQUEST	Public Works is seeking Board approval to adopt the Construction Task Catalog and Technical Specifications from The Gordian Group, Inc., dated June 2025; approval of 14 County infrastructure projects; authorization to procure three separate JOCs WWD1, WWD2, and WWD3 for work involving the repair, remodeling, refurbishment, and replacement of Waterworks Districts-owned and County-owned water infrastructure and appurtenances; and authority to deliver projects by using Board-approved JOCs.		

BACKGROUND (include internal/external issues that may exist including any related motions)	The procurement of these JOCs will provide a more reliable water supply for domestic use and reduce operation and maintenance costs.
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 projects 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: Luis Ramirez, Deputy Director, (626) 458-4008, cell (626) 434-5219, 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:

June 3, 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
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
JOB ORDER CONTRACTS WWD1, WWD2, AND WWD3 FOR REPAIR,
REMODELING, REFURBISHMENT, AND REPLACEMENT OF COUNTY WATER
INFRASTRUCTURE AND APPURTENANCES IN VARIOUS CITIES,
UNINCORPORATED COMMUNITIES, AND FACILITIES COUNTYWIDE
(ALL SUPERVISORIAL DISTRICTS)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt the Construction Task Catalog® and Technical Specifications from The Gordian Group, Inc., dated June 2025; approval of 14 County infrastructure projects; authority to procure 3 separate Job Order Contracts; and authority to deliver projects by using Board-approved Job Order Contracts.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the adoption of the Construction Task Catalog® and Technical Specifications from The Gordian Group, Inc., dated June 2025, and the procurement of Job Order Contracts are not projects under the California Environmental Quality Act for the reasons stated in this Board letter and in the records of the proposed activities.

2. Find that 13 of 14 proposed projects to be approved through work orders for the repair, remodeling, refurbishment, and replacement of water infrastructure are exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project, and determine that the Waterworks District 29 Creek Crossing Repairs Project is within the scope of the project impacts analyzed in the Waterworks District 29 Priority Capital Deficiencies Improvements Environmental Impact Report previously certified by the Board on May 4, 2021.
3. Adopt the Construction Task Catalog® and Technical Specifications prepared by The Gordian Group, Inc., dated June 2025.
4. Instruct the Executive Officer of the Board to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement with the Notice Inviting Bids for Job Order Contracts WWD1, WWD2, and WWD3.
5. Delegate authority to the Director of Public Works or his designee to make the determination that a bidder is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in the bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has satisfied all conditions for contract award. Upon such determination, delegate authority to the Director of Public Works or his designee to award and execute three separate Job Order Contracts each for a not-to-exceed amount of \$6,200,000 for a total aggregate amount not to exceed \$18,600,000, in the form previously approved by County Counsel, and to establish the effective date following receipt of approved Faithful Performance and Labor and Material Bonds and insurance certificate filed by the contractors.
6. Delegate authority to the Director of Public Works or his designee, in connection with these contracts, to extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; to 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; to accept any project assigned by work order under these contracts upon the project's final completion; and to release retention money withheld consistent with the requirements of State Public Contract Code Sections 7107 and 9203.

7. Approve each of the 14 proposed projects for repair, remodeling, refurbishment, and replacement of water infrastructure for an aggregate construction cost estimate of \$12,250,000.
8. Authorize the Director of Public Works or his designee to deliver the 14 proposed projects using Board-approved Job Order Contracts.
9. Authorize the Director of Public Works or his designee to issue work orders for other Waterworks District and County water infrastructure projects that are subject to the State Public Contract Code, including repair, remodeling, and refurbishment work in an amount not to exceed \$330,000 consistent with the authority delegated to the Director of Public Works or his designee under Los Angeles County Code Section 2.18.042, subject to the limitation that the aggregate amount of all work orders issued under the Job Order Contracts does not exceed the \$6,200,000 maximum contract amount. For projects subject to the State Public Contract Code that exceed \$330,000, Public Works will seek advance approval from the Board to issue Job Order Contract work orders for any such projects.
10. Authorize the Director of Public Works or his designee, subject to a finding of exemption under the California Environmental Quality Act, to issue work orders for projects that are not subject to the State Public Contract Code, including maintenance work, as applicable, in an amount not to exceed \$6,200,000 per work order, subject to the limitation that the aggregate amount of all work orders issued under a particular Job Order Contract does not exceed the \$6,200,000 maximum contract amount upon receipt of funding authorization from the Chief Executive Office or the appropriate funding source.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to adopt, advertise, and award Job Order Contracts (JOCs) WWD1, WWD2, and WWD3 for repair, remodeling, refurbishment, and replacement of County water infrastructure and appurtenances in various cities, unincorporated communities, and facilities Countywide. Refer to Enclosure A for a map of Los Angeles County Waterworks Districts.

JOC is a competitive bid, flexible, and cost-effective unit price contracting method used by Public Works to efficiently deliver a wide variety of projects, including repair, remodeling, refurbishment, alteration, and maintenance for County facilities and infrastructure without extensive plans and specifications. The State Public Contract Code (PCC) provides that the JOC is a single-year contract and cannot be used for new work. Utilizing the JOC to deliver applicable projects reduces administrative requirements and

lowers administrative costs while meeting State and County procurement requirements. Currently, Public Works has very limited ability to repair, remodel, refurbish, and replace aging water infrastructure. Such work requires specialized equipment and training. Therefore, Public Works proposes to utilize the JOCs delivery method as a cost-effective, streamlined method to repair, remodel, refurbish, and/or replace Waterworks infrastructure.

Public Works recommends that the Board authorize Public Works to award the JOCs following bid review and determination of the lowest responsive and responsible bidders. The three JOCs are for a not-to-exceed amount of \$6,200,000 each with an aggregate amount of \$18,600,000.

Public Works also recommends that the Board approve each of the projects listed in Enclosure B and authorize Public Works to use the JOCs mechanism to deliver these projects and to deliver various other JOC-eligible projects. These projects may be delivered using JOCs approved in this Board letter or JOCs that may be Board-approved in the future.

Public Works increased the maximum value of JOCs from the previous level of \$5,700,000 to \$6,200,000 to reflect the annualized increase based on the California Consumer Price Index as authorized by PCC, Section 20128.5. Increasing the annual limit will enable the County to keep up with the rising cost of construction and maintain JOCs viability as an alternative contracting method.

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

Projects that are authorized under JOCs WWD1, WWD2, and WWD3, and the 14 listed projects (Enclosure B) may be ordered for and subsequently financed by the appropriate operating and special fund(s). The largest expenditures are anticipated to be derived from Los Angeles County Waterworks District No. 29, Malibu, Accumulative Capital Outlay Fund N33 (Capital Assets – Infrastructure) and Waterworks District No. 40, Antelope Valley, Accumulative Capital Outlay Fund N64 (Capital Assets – Infrastructure). Sufficient funds for each JOC work order will be made available in the appropriate fund prior to authorizing the work.

The three JOCs are for a not-to-exceed amount of \$6,200,000 each, with an aggregate amount of \$18,600,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Works performs Waterworks Districts' functions in accordance with County Code Section 2.18.015 and Section 56-3/4 of the County Charter and Operating Agreements approved by the Board on November 10, 2009, including Operating Agreements between the County and Waterworks Districts Nos. 21, 29, 36, 37, and 40. As required by Section 56-3/4 of the County Charter, these Operating Agreements provide the agreed upon terms and conditions under which the County performs the Waterworks Districts' functions on their behalf and at their expense.

PCC Section 20607 authorizes the Board to order and contract for construction work to be done on behalf of the Waterworks Districts, and if ordered by a four-fifths vote, cause the cost of construction work to be borne by the Waterworks Districts. Pursuant to Section 20607, the Operating Agreements, approved by a four-fifths vote of the Board on November 10, 2009, provide that the Waterworks Districts shall reimburse the costs of any construction work performed on their behalf by the County.

The projects will be advertised in accordance with Section 20602 of the PCC.

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.

The Construction Task Catalog® (CTC) and Technical Specifications from Gordian dated June 2025, include the contractual provisions, methods, and material requirements necessary for these contracts and are on file with Public Works.

The 14 listed projects will be carried out through Board-approved JOCs and/or JOCs that may be subsequently approved by the Board.

Public Works is authorized to issue JOC work orders for projects that are subject to PCC, including repair, remodeling, and refurbishment work in an amount not to exceed \$330,000 pursuant to PCC Sections 20128.5 and 20145 and delegated to

the Director of Public Works or his designee under Los Angeles County Code Section 2.18.042, subject to the limitation that the aggregate amount of all work orders issued under the JOC does not exceed the \$6,200,000 maximum contract amount. For projects subject to PCC that exceed \$330,000, Public Works will seek advance approval from the Board to issue JOC work orders.

Approval of the recommended actions will delegate authority to the Director of Public Works or his designee to issue work orders for projects that are not subject to PCC, including maintenance, demolition, or procurement and installation of equipment as applicable in an amount not to exceed \$6,200,000 per work order, subject to the limitation that the aggregate amount of all work orders issued under the JOC does not exceed the \$6,200,000 maximum contract amount. In accordance with the October 31, 2017, Board Motion, Public Works will provide notification to the Board 1 week prior to issuance of work orders in excess of \$150,000 for projects not subject to PCC. In the case of emergency or critically needed deferred maintenance projects, Public Works will provide notification to the Board no later than 24 hours after the issuance of such work orders.

Documents related to the award of these contracts will be available at Los Angeles County Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

ENVIRONMENTAL DOCUMENTATION

The recommended actions to adopt the CTC and Technical Specifications and the procurement of the JOCs are not a project subject to CEQA because they are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378 (b)(5) of the State CEQA guidelines, as they are organizational or administrative activities of government that will not result in direct or reasonably foreseeable indirect physical changes to the environment. JOC projects for which work orders are issued under the recommended contracts include repair, remodeling, refurbishment, and maintenance of existing structures and facilities as requested by County departments and, therefore, are likely categorically exempt from CEQA. However, approval of JOCs does not include approval of any work under the contracts besides the 14 projects, which have been evaluated for CEQA and discussed below. The implementation of future work orders proposed under the JOCs will be subject to determination and documentation by the Director of Public Works or his designee that the work is exempt from CEQA or activities are within the scope of environmental documents previously approved by the Board under the provisions of CEQA, if determined appropriate. Activities that are not determined to be exempt or within the scope would require approval and CEQA determination by the Board.

Thirteen of 14 projects listed in Enclosure B are exempt from CEQA by statutory exemption and categorical exemptions. Of the 13 exempt projects, 6 are statutorily exempt from CEQA as they meet the criteria set forth in Section 15282(k) of the State CEQA guidelines, which specifies that projects that aim to install, restore, and replace pipelines that are less than 1 mile in length are exempt under CEQA. All 13 projects include the repair, rehabilitation, or replacement of existing water infrastructure with negligible or no expansion of use and replacements will be located on the same site and would have the same purpose and capacity; therefore, these 13 projects have been determined to be within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (a), (b), (c), (d), and (f), Section 15302 (c), Section 15304 (f) of the State CEQA Guidelines, and Class 1 (d), (e), (i), (l), and (x)(1)(2), Class 2 (c) and (e), and Class 4 (k) of the Los Angeles County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, these 13 projects will comply with all applicable regulations and have 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 may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

The Los Angeles County Board of Supervisors, acting on behalf of the Los Angeles County Waterworks District 29 as Lead Agency, certified the District 29 Priority Capital Deficiencies Improvements EIR (State Clearinghouse No. 2017111032) and adopted the Mitigation Monitoring and Reporting Program (MMRP), Findings of Fact, and Statement of Overriding Considerations on May 4, 2021. The approval of the District 29 Creek Crossing Repairs Project is within the scope of the previously certified EIR because the EIR analyzed the general effects of the District 29 Creek Crossing Repairs Project at the five project locations: Topanga Canyon Creek, Pena Canyon Creek, Las Flores Creek, Coal (Carbon) Canyon Creek, and Zuma Canyon Creek. The previously adopted MMRP, Findings of Fact, and Statement of Overriding Considerations will apply to the District 29 Creek Crossing Repairs Project if approved. There are no changes to the project or to the circumstances under which the project is undertaken that require further review under CEQA.

Upon approval of the recommended actions, a Notice of Exemption and Notice of Determination will be filed with the Registrar-Recorder/County Clerk and State Clearinghouse in accordance with Section 21152 of the California Public Resources Code and will be posted to Waterworks' website in accordance with Section 21092.2. The Notice of Exemption will be filed for adoption of the CTC and Technical Specifications, award of the JOC, and approval of the 13 projects. The Notice of Determination will be filed for the approval of the District 29 Creek Crossing Repairs Project.

The location of the documents and other materials, including the previously certified EIR, constituting the record of the proceedings upon which the Board's decision is based in this matter, can be viewed online at <https://dpw.lacounty.gov/wwd/web/SystemImprovements/DistrictNo29.aspx>. The custodian of such documents and materials is the Design, Capital Projects, and Mapping Section within Los Angeles County Public Works – Waterworks Division, located at 1000 South Fremont Ave, Braun Building 4th Floor, Alhambra, CA 91803.

CONTRACTING PROCESS

Advertising for bids for proposed JOCs WWD1 through WWD3 will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure C).

As requested by the Board on February 3, 1998, the Invitation for Bids will be listed on the County's "Doing Business with Los Angeles County" website, Public Works' "Do Business with Public Works" website, and X (formerly Twitter). The proposed JOCs will be solicited on an open-competitive basis and in accordance with applicable Federal, State, and County requirements. In addition, in order to increase opportunities for small and historically underutilized businesses, Public Works will be coordinating with the Department of Economic Opportunities to maximize focused outreach, as well as offering preferences to Local Small Business Enterprises, Social Enterprises, and Disabled Veteran Business Enterprises in compliance with Los Angeles County Code, Chapters 2.204, 2.205, and 2.211.

Bidders will be required to submit a set of cost adjustment factors that would be applied to the unit prices for work using Gordian's CTC dated June 2025, for three separate JOCs. Gordian, CTC, and Technical Specifications will be made available to bidders and be on file in the Business Relations and Contracts Division at Public Works.

Bids will be determined by calculating a composite factor using a predetermined advertised formula. The lowest responsive and responsible bidder for each JOC will be awarded that JOC. The CTC, Technical Specifications, and each of the lowest responsive and responsible bidder's adjustment factors will be incorporated in the awarded JOCs. Contracts will be in the form previously reviewed and approved as to form by County Counsel and in compliance with the Chief Executive Officer and the Board's requirements.

To ensure the JOCs are awarded to responsible contractors with a satisfactory performance history, bidders will be required to report violations of the False Claims Act, their civil litigation history, and information regarding prior criminal convictions. The

information reported by the lowest responsive and responsible bidders will be considered before awarding the JOCs.

Contract provisions require the contractors to comply with Board Policy No. 5.270, Countywide Local and Targeted Worker Hiring Policy.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The use of these contracts will expedite the completion of repair, remodeling, refurbishment, or replacement of existing Waterworks Districts-owned and County-owned water infrastructure and appurtenances located within Waterworks Districts easements and public rights-of-way work from these contracts will have a positive impact by strengthening water supply reliability, thereby protecting the health and safety of Waterworks customers.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

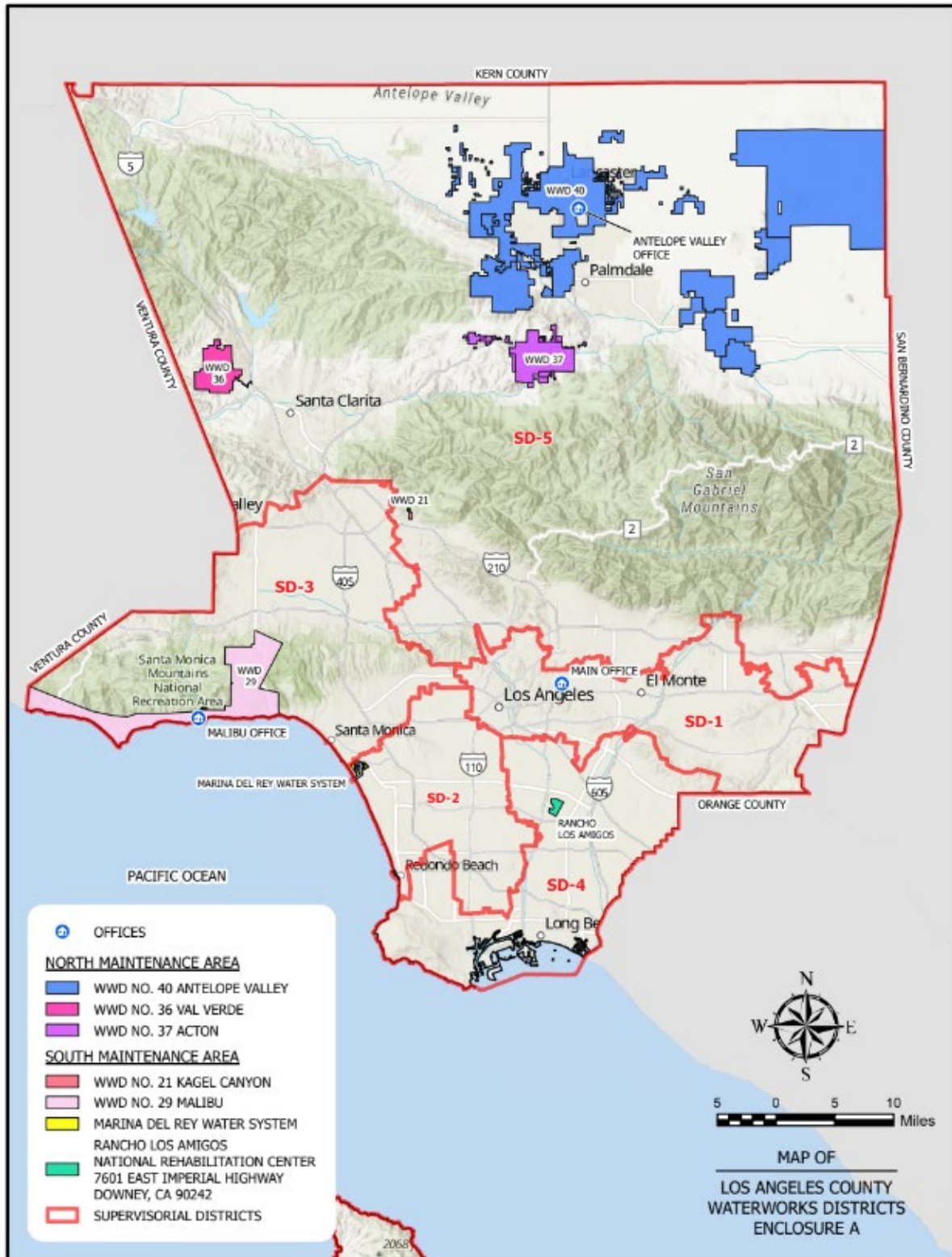
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Enclosures

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

ENCLOSURE A

June 3, 2025



Esri, CGIAR, USGS, County of Los Angeles, California State Parks, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USFWS

\\pww03\\WWD_Mapping\\Mapping\\MAPS\\2024\\04_24_2024\\Waterworks District Locations

ENCLOSURE B

**JOB ORDER CONTRACTS WWD1, WWD2, AND WWD3
REPAIR, REHABILITATION, AND REPLACEMENT OF COUNTY WATER INFRASTRUCTURE AND APPURTENANCES**

	PROJECT NAME	SUP. DISTRICT	LOCATION	WW DISTRICT	TYPE OF PROJECT	CEQA FINDING	CONSTRUCTION COST ESTIMATE
1	District 29 Creek Crossing Repairs - Topanga Canyon Creek, Pena Canyon Creek, Las Flores Creek, Coal (Carbon) Canyon Creek, and Zuma Canyon Creek	3	Malibu	29	Water Main	Within the scope of the Los Angeles County WW District 29 Priority Capital Deficiencies Improvement EIR	\$750,000
2	Malibu Branch Feeder Valve Replacement	3	Malibu	29	Water Main	CEQA Exempt	\$1,250,000
3	Malibu Road Water Main Replacement	3	Malibu	29	Water Main	CEQA Exempt	\$2,000,000
4	Old Topanga Canyon Water Main Replacement	3	Topanga Canyon	29	Water Main	CEQA Exempt	\$150,000
5	Saddle Peak Water Main Replacement	3	Topanga Canyon	29	Water Main	CEQA Exempt	\$350,000
6	Oakwood Dr Water Main Replacement	3	Topanga Canyon	29	Water Main	CEQA Exempt	\$650,000
7	Various pavement restoration	3,5	Malibu, Topanga Canyon, Antelope Valley, Various Cities and Unincorporated communities	29, 40	Pavement	CEQA Exempt	\$1,000,000
8	Rancho Los Amigos Valve Replacement	4	Downey	RLA	Water Main	CEQA Exempt	\$350,000

ENCLOSURE B

	PROJECT NAME	SUP. DISTRICT	LOCATION	WW DISTRICT	TYPE OF PROJECT	CEQA FINDING	CONSTRUCTION COST ESTIMATE
9	Avenue W-11 Water Main Replacement	5	Unincorporated Pearblossom	40	Water Main	CEQA Exempt	\$1,000,000
10	North Maintenance Area Valve Replacement	5	Antelope Valley Various Cities, Unincorporated communities	40	Water Main	CEQA Exempt	\$1,300,000
11	Wayside Pump Station Repairs	5	Val Verde	36	Water Pump Station	CEQA Exempt	\$750,000
12	Industry Drive Water Main Replacement	5	Val Verde	36	Water Main	CEQA Exempt	\$1,900,000
13	Avenue J-12 and 50 th St West Pump Station Electrical Repairs	5	Lancaster	40	Water Pump Station	CEQA Exempt	\$400,000
14	Avenue P and 10 th St West Pump Station Electrical Repairs	5	Lancaster	40	Water Pump Station	CEQA Exempt	\$400,000
					TOTALS		\$12,250,000

Notes: EIR – Environmental Impact Report

SUP – Supervisorial

WW – Waterworks

June 3, 2025

**CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
JOB ORDER CONTRACTS WWD1, WWD2, AND WWD3 FOR REPAIR,
REMODELING, REFURBISHMENT, AND REPLACEMENT OF COUNTY
WATER INFRASTRUCTURE AND APPURTENANCES IN VARIOUS CITIES,
UNINCORPORATED COMMUNITIES, AND FACILITIES COUNTYWIDE
(ALL SUPERVISORIAL DISTRICTS)
(4 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for 2 weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Business Relations and Contracts Division, Public Works, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

OFFICIAL NOTICE INVITING BIDS

Notice is hereby given that the Director of Public Works will accept sealed bids for furnishing all materials, labor, and equipment required to complete construction for the Job Order Contracts WWD1, WWD2, and WWD3.

The contract documents for this project may be downloaded free of charge by visiting the following website:

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

The prime contractor shall possess a valid California Class A and C-34 contractor's license.

The bids must be submitted electronically using Bid Express, www.BidExpress.com, before 10:00 A.M. on Wednesday, July 9, 2025, and no bids may be submitted after that date and time. Bids will be opened and publicly declared at 3:00 P.M. on Wednesday, July 9, 2025, via online webcast.

A pre-bid meeting for this project will be held at 2:00 P.M. on Tuesday, June 17, 2025, via online webcast. Attendance at this meeting is mandatory for award of the contract.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/14/2025		
BOARD MEETING DATE	6/3/2025		
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 six consultant services agreements to provide on-call cost estimating and related services to be utilized on various Public Works capital projects throughout the County of Los Angeles.		
PROGRAM	Public Works capital projects throughout the County of Los Angeles.		
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, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	The current contracts will expire on June 16, 2025.		
COST & FUNDING	Total cost: 3,125,000 per contract or \$18,750,000 for all six contracts.	Funding source: Funding for these services is included in the various Public Works Fiscal Year 2024-25 budgets of the administering funds. Funds to finance the remainder of the agreement terms and optional years will be requested through the annual budget process.	
	TERMS (if applicable):		Each contract is for an initial 3-year term with two 1-year extension options for a maximum contract term of 5 years.
	Explanation: Each contract will be for \$2,500,000, which may be supplemented by up to 10 percent per amendment, and a not-to-exceed aggregate of 25 percent. The maximum contract sum for each agreement is \$3,125,000.		
PURPOSE OF REQUEST	Public Works is seeking Board approval to award six services agreements to rapidly provide on-call cost estimating and related services to be utilized on various capital projects. The recommended on-call cost estimating services agreements will expand Public Works' ability to efficiently deliver renovations/improvements to various County buildings, various Public Works facilities, and capital projects.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Public Works Project Management I and II Divisions have contracted on-call cost estimating and related services since 2012. Cost estimating is a specialized service provided by experienced certified professionals who are required to provide realistic and accurate cost estimates that reflect current construction market conditions.		

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works participated in six business outreach events for the Los Angeles Region Small Business Summit and Accessing LA, with a combined total of 1,989 attendees. Public Works notified over 34,000 subscribers of our "Do Business with Public Works" website using our weekly GovDelivery notification. The RFP was advertised on the County's "Doing Business with Los Angeles County" and Public Works' "Do Business with Public Works" websites, X (formerly Twitter), and in regional and small newspapers in each supervisorial district. Also, Public Works informed 1,688 Local Small Business Enterprises, 174 Social Enterprises, 175 Disabled Veteran Business Enterprises, 1,140 Community Business Enterprises, and 1,385 Community-Based Organizations about this business opportunity. The Department of Economic Opportunity informed 185 clients with the North American Industry Classification System code.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 2, Alliance for Health Integration, as many projects at County sites, such as Los Angeles General Medical Center, use on-call cost estimating and related services. County Project Managers will use on-call cost estimating and related services for projects for the County departments (Health Services, Mental Health, and Public Health).
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:

June 3, 2025

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

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
AWARD CONSULTANT SERVICES AGREEMENTS
ON-CALL COST ESTIMATING
AND RELATED SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award six consultant services agreements for on-call cost estimating and related services to be utilized on various Public Works Capital projects throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed action 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 six consultant services agreements with each of the following: Three small-sized firms, (Integrated Engineering Management, Prufen, LLC, and Blue Stone Management, LLC), two medium-sized firms (Lenax Construction Services, Inc., and Destination Enterprises, Inc), and one

large-sized firm (OCMI, Inc.) to provide on-call cost estimating and related services in support of the Public Works Capital Projects Program. Each contract will be for an initial amount of \$2,500,000 and a 3-year term plus two 1-year extension options, subject to the additional extension provisions.

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 additional services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given project, and (3) are necessary for the completion of that given project.
4. Delegate authority to the Director of Public Works or his designee to supplement the initial \$2,500,000 contract amount by up to 10 percent per amendment or \$250,000, based on workload requirements. The aggregate amount of such amendments shall not exceed 25 percent of the original contract amount or \$625,000, for a maximum not-to-exceed contract amount of \$3,125,000.
5. Delegate authority to the Director of Public Works or his designee to administer the agreements and at the discretion of the Director of Public Works or his designee to exercise the options extending these agreements for the two 1-year extension options based upon project demands and the level of satisfaction with the services provided with no change to the contract amounts, and to suspend/terminate these agreements for convenience, if it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to allow Public Works to provide cost estimating services for County capital projects. Having access to cost estimating services will allow project managers to accurately prepare and update construction cost estimates, project budgets, and review change orders.

The recommended on-call cost estimating service agreements will allow Public Works to efficiently deliver renovations/improvements to various County buildings, various Public Works facilities, and Capital projects.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster vibrant and resilient communities, Focus Area Goal E, Economic Health, Strategy ii, Small Businesses, by improving the economic and social well-being of our communities while maximizing and leveraging resources. Consultants who have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

Each agreement is for an initial amount of \$2,500,000. The contract may be supplemented by up to 10 percent of the initial contract sum or \$250,000 per amendment, up to an aggregate not-to-exceed 25 percent of the original contract amount or \$625,000. The maximum not-to-exceed contract amount over the maximum contract term of 5 years is \$3,125,000.

Sufficient funding to finance work orders for these agreements will be financed through the appropriate capital, refurbishment, infrastructure, or various operating and special fund(s).

For capital and refurbishments projects, no work will be assigned to these consultants without prior review and funding verification from the Chief Executive Office. For Public Works' infrastructure and maintenance projects, no work will be assigned to these consultants without the appropriate funding authorization.

Expenditures for the subject services incurred by Public Works' Internal Service Fund Capital Project Management Program (B04) will be reimbursed through approved individual project budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard consultant services agreement, in the form previously approved by County Counsel, will be used. The consultant services agreements contain terms and conditions in compliance with the Chief Executive Officer's and the Board's requirements. The agreements also include a provision requiring the consultant firms track subcontractors' utilization of Local Small Business Enterprise, Disabled Veteran Owned Business Enterprise, and Social Enterprise Businesses.

The term of each consultant services agreement shall commence on the date of the full execution of the contract and shall extend for a period of 3 years from such commencement date, plus two 1-year extension options for each firm, for a maximum contract duration of 5 years. The expiration of each agreement is also subject to the following condition: Where services for a given project have been authorized by the County but are not completed by the consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

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

ENVIRONMENTAL DOCUMENTATION

The proposed action does not constitute a project under the California Environmental Quality Act (CEQA) because the activity 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 to award on-call cost estimating and related services is an administrative activity of government, which will not result in direct or indirect changes to the environment. We will return to the Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA before the approval of any activities that constitute a project under CEQA.

CONTRACTING PROCESS

On September 18, 2024, Public Works issued a Request for Proposals (RFP). The RFP was advertised on the County's "Doing Business with Los Angeles County" and Public Works' "Do Business with Public Works" websites, X (formerly Twitter), and in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *San Gabriel Valley Tribune*, *Pasadena Star News*, *Long Beach Press Telegram*, *Santa Monica Daily Press*, *Daily Breeze*, *The Signal*, and *World Journal*. Also, Public Works informed 1,688 Local Small Business Enterprises, 174 Social Enterprises, 175 Disabled Veteran Business Enterprises, 1,140 Community Business Enterprises, and 1,385 Community-Based Organizations about this business opportunity. The Department of Economic Opportunity informed 185 clients with the North American Industry Classification System code. Public Works advertised this RFP in a weekly e-mail newsletter with over 32,000 subscribers. Twenty-two primary firms registered on Public Works' website for this RFP.

The RFP allowed firms to compete as primes in one of three categories: small-, medium-, or large-sized firms. Each firm was requested to certify its own size

based on number of personnel for competition with other firms in the same size category. The RFP stated that a total of six firms would be awarded contracts as follows: Three small-sized firms (with 25 or fewer personnel), two medium-sized firms (with 26 to 75 personnel), and one large-sized firm (with over 75 personnel).

On November 13, 2024, 16 firms submitted proposals (8 small-sized firms, 3 medium-sized firms, and 5 large-sized firms). Two small firm proposals were disqualified for not meeting the RFP's Minimum Mandatory Requirements.

An evaluation committee consisting of Public Works' staff, evaluated the proposals based on criteria described in the RFP, including technical expertise, experience, personnel, qualifications, and understanding of the work requirements. Based on the evaluation of the proposals, the following firms were selected without regard to race, creed, color, or gender: Three small-sized firms (Integrated Engineering Management, Prufen, LLC, and Blue Stone Management, LLC), two medium-sized firms (Lenax Construction Services, Inc., and Destination Enterprises, Inc.), and one large-sized firm (OCMI, Inc.). The firms selected represent the best-qualified firms to provide the required services. Public Works has determined that the firms' proposed rates for performing the services are reasonable. Three-year contracting history for the selected firms are 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.

The consultant services agreements include a cost-of-living adjustment provision in accordance with Board Policy No. 5.070 – Multi-Year Services Contract Cost-of-Living Adjustments. The services do not impact any of Public Works' represented classifications.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to current County services or projects during the performance of the recommended consultant services agreements. These consultant services agreements will provide necessary on-call cost estimating and related services to assist various County projects in an efficient manner, enhancing the delivery of Public Works and County projects.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director

MP:SK:ta

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL COST ESTIMATING AND RELATED SERVICES**

SELECTED FIRMS

	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
	Small-Sized Business Category								
1	Blue Stone Management, LLC	X	X						
	Cordoba Corporation			X					
	Francison Consulting Inc.	X	X	X		X			
2	Integrated Engineering Management	X	X		X	X			
3	Prufen, LLC								
	Lenax Construction Services, Inc.	X	X		X	X			
	Simpson & Simpson Management Consulting, Inc.		X						
	Medium-Sized Business Category								
4	Destination Enterprises, Inc.				X	X			X
5	LENAX Construction Services, Inc.	X	X		X	X			
	Francison Consulting Inc.	X	X	X		X			

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL COST ESTIMATING AND RELATED SERVICES**

	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
	Large-Sized Business Category Proposer Name								
6	OCMI, Inc.						X		

NON-SELECTED FIRMS

	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
	Small-Sized Business Category Proposer Name								
1	Dabri, Inc.			X	X	X			
2	Elle Consultants Incorporated								
3	Jacobus & Yuang, Inc.								
	Medium-Sized Business Category Proposer Name								
1	MARRS Services, Inc.	X	X	X	X				
	Large-Sized Business Category Proposer Name								
1	Cumming Management Group, Inc.								
	JHI Construction Services	X	X						
2	Mark G. Anderson Consultants Inc.								
3	Rider Levett Bucknall Ltd.								

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL COST ESTIMATING AND RELATED SERVICES**

	Axiom Consulting and Project Management, LLC				X	X			
4	Simpson & Simpson Management Consulting Inc. Prufen, LLC Joint Venture								
	LENAX Construction Services, Inc.	X	X		X	X			
	Jacobus & Yuang, Inc.								
	Francison Consulting Inc.	X	X	X		X			
	EQS Consultants, Inc.	X	X						
	Dabri, Inc.			X	X	X			

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

FIRM INFORMATION*		Blue Stone Management, LLC	Integrated Engineering Management	Prufen, LLC	Destination Enterprises, Inc.	LENAX Construction Services, Inc.	OCMI, Inc.	
BUSINESS STRUCTURE		Limited Liability Company	Corporation	Limited Liability Company	Corporation	Corporation	Corporation	
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP						
OWNERS/PARTNERS	Black/African American	0	0	0	0	0	0	
	Hispanic/Latino	0	0	0	0	0	1/14%	
	Asian or Pacific Islander	0	0	0	0	0	0	
	Native American	0	0	0	0	0	0	
	Subcontinent Asian	0	0	0	0	0	0	
	White	1/100%	1/100%	1/100%	1/100%	1/100%	5/71%	
	Female (included above)	0	1/100%	0	1/100%	1/100%	1/14%	
Total No. of Employees		16	22	1	27	40	142	

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL COST ESTIMATING AND RELATED SERVICES**

COUNTY CERTIFICATION							
CBE	N/A	Y	N/A	Y	Y	Y	
LSBE	Y	Y	N/A	N/A	Y	N/A	
OTHER CERTIFYING AGENCY	California Department of General Services: Small Business	N/A	N/A	N/A	California Department of Transportation: DBE	California Department of General Services: DVBE	

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



(/LACoBids/)

lacounty.gov

ENCLOSURE B

Home (/LACoBids/)

+ Solicitation Information

Solicitation Number:	BRC0000549		
Title:	BRC0000549 Request For Proposals (RFP) On-Call Cost Estimating and Related Services		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$2,500,000.00
Commodity:	COST ESTIMATING SERVICE		
Description:	<p>The County of Los Angeles Department of Public Works (Public Works) is inviting proposals from qualified firms to provide On-Call Cost Estimating and Related Services in support of the County's Capital Projects Program. To view the Request For Proposals, go to the County of Los Angeles Department of Public Works website, https://dpw.lacounty.gov/contracts/aed_rfp/ProjectDetail.aspx?project_id=BRC0000549.</p> <p>All posted items are on the PUBLIC WORKS Website.</p> <p>Less</p>		
Open Day:	9/18/2024	Closed Date:	11/13/2024 5:30:00 PM
Contact Name:	Cheryl Wong	Contact Phone:	(626) 300-2330
Contact Email:	CWONG@dpw.lacounty.gov		
Notice of Intent to Award (0) :	+ Click here to view notice intent to award list.		
Solicitation Award (0) :	+ Click here to view award list.		
Last Changed On:	9/18/2024 6:10:21 PM		

Attachment File (0) :



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BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/14/2025		
BOARD MEETING DATE	6/3/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Award a Service Contract for Summer Beach Bus Services		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
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's option term has a potential expiration date of May 22, 2026; however, it will end upon 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:	\$6,848,424	Funding source: Funding for this service is included in the First and Fifth Supervisorial Districts' Proposition A Local Return Transit Programs in the Transit Operations Fund (CP6 – Services and Supplies) Fiscal Year 2024-25 Budget. Total annual expenditures for this service will not exceed the contract amount approved by the Board. Funding to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	TERMS (if applicable): The contract will be for a period of 3 years with two 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a service contract to Transit Systems Unlimited, Inc., a Community Business Enterprise for summer beach bus services in various communities in the County.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The contract with Transit Systems Unlimited, Inc., will provide shuttle services to transport residents from the unincorporated County areas of Altadena, Castaic/West Ranch, Charter Oak/Duarte, East Los Angeles, La Crescenta/La Cañada Flintridge, Lancaster, and Palmdale to the City of Santa Monica during the summer months from Memorial Day through Labor Day for a low-cost fare of \$1 to \$6 depending on persons with disabilities, children, adults, senior citizens, and pick-up locations.		

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works notified over 34,000 subscribers using weekly GovDelivery notification and in the "Do Business with Public Works" website. Public Works also notified 1,553 Small Business Enterprises, 164 Disabled Veteran Business Enterprises, 181 Social Enterprises, 829 Community Business Enterprises, 1,385 Community-Based Organizations, and advertised in regional and small newspapers in each Supervisorial District. In addition, during the time period that the solicitation was released and the receipt of proposals, Public Works participated in three business outreach events.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority 7, Sustainability by maintaining public transit services and making the community livable.
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"

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<http://dpw.lacounty.gov>

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

IN REPLY PLEASE

REFER TO FILE: **TPP-5**

June 3, 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
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
SUMMER BEACH BUS SERVICES
(SUPERVISORIAL DISTRICTS 1 AND 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a service contract to Transit Systems Unlimited, Inc., a Community Business Enterprise for summer beach bus services in various unincorporated communities in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter.
2. Award and delegate authority to the Director of Public Works or his designee to execute a contract with Transit Systems Unlimited, Inc., for summer beach bus services. This contract will be for a period of 3 years with two 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$6,848,424.

3. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Transit Systems Unlimited, Inc., has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate the contract for convenience if it is in the best interest of the Los Angeles County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award a contract to provide shuttle services to transport residents from the unincorporated County areas of Altadena, Castaic/West Ranch, Charter Oak/Duarte, East Los Angeles, La Crescenta/La Cañada Flintridge, Lancaster, and Palmdale to the City of Santa Monica during the summer months from Memorial Day through Labor Day. Residents from these areas will benefit from a low-cost fare of \$1 to \$6 depending on persons with disabilities, children, adults, senior citizens, and pick-up locations, as shown in Enclosure A.

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 Focus Area Goal E, Economic Health, Strategy ii, Small Businesses, to advance safe, efficient, and responsive service to unincorporated communities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The amount for the initial 3-year term is \$3,395,912.25, the amount for the first optional term is \$1,131,970.75, the amount for the second optional term is \$1,131,970.75, and the amount for the month-to-month extension up to 6 months is \$565,985.38, plus 10 percent of the annual contract sum for additional work within the scope of the contract.

The contract will be for an initial term of 3 years, commencing upon the Board's approval and final execution by both parties, whichever occurs last, with two 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with an estimated maximum potential contract sum of \$6,848,424. The amount is based on the annual unit prices quoted by the contractor and Public Works estimated annual utilization of the contractor's services. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding.

Funding for this service is included in the First and Fifth Supervisorial Districts' Proposition A Local Return Transit Programs in the Transit Operations Fund (CP6 – Services & Supplies) Fiscal Year 2024-25 Budget. When the need arises for services under the contract financing the required service will be from the appropriate fund source. Total annual expenditures for this service, however, will not exceed the contract amount approved by the Board. Funding to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contract as to form, which is substantially similar to the enclosed draft agreement (Enclosure B). The recommended contract with Transit Systems Unlimited, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

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

The current contract's option term has a potential expiration date of May 22, 2026; however, it will end upon execution of this contract. The award of the contract will continue the current service by the recommended contractor, which is the current contractor providing these services.

ENVIRONMENTAL DOCUMENTATION

The service is statutorily exempt from the provisions of the California Environmental Quality Act pursuant to Section 21080(b)(10) of the California Public Resources Code. The exemption provides for the implementation of passenger or commuter transit services.

CONTRACTING PROCESS

On January 8, 2024, a notice of the Request for Proposals was placed on the County's "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Daily Commerce*, *The Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1,553 Local Small Business Enterprises, 164 Disabled Veteran Business Enterprises, 181 Social Enterprises, 829 Community Business Enterprises, 1,385 Community-Based Organizations, 16 independent contractors, various business development centers, and municipalities about this business opportunity.

On February 6, 2024, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation it is recommended that the contract be awarded to the responsive and responsible proposer, Transit Systems Unlimited, Inc. Public Works determined the contractor's price to be reasonable for the work requested. Public Works notified the applicable unions (SEIU Local 721 and AFSCME Local 119) on this solicitation.

Public Works has evaluated and determined that the contracted service is required on an on-call and intermittent basis; therefore, Proposition A (Los Angeles County Code Chapter 2.121) and the Living Wage Program (Los Angeles County Code Chapter 2.201) do not apply to this contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of the contract will continue the services without disruption to the public and will not result in the displacement of any County employees as the service is presently contracted with the private sector.

The Honorable Board of Supervisors
June 3, 2025
Page 5

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MER:yr

Enclosures

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

ALTADENA TO SANTA MONICA BEACH

Dates and Schedule / Fechas y Horarios

June 11 – September 2, 2024 • Tuesdays, Fridays, Saturdays, and Labor Day
11 de junio – 2 de septiembre, 2024 • martes, viernes, sábados, y el Día del Trabajo

Bus to Santa Monica Beach / Autobús hacia Santa Monica Beach

Lincoln Av./Ventura St. (SE corner / esquina sureste)	9:15 a.m.
W. Loma Alta Dr./Sunset Ridge Rd.	9:25 a.m.
E. Mariposa St./Santa Rosa Av. (in front of Altadena Senior Center / en frente del centro para personas mayores de Altadena)	9:35 a.m.
Allen Av./Oakwood St. (NW corner / esquina noroeste)	9:45 a.m.
Santa Monica Beach	11:00 a.m.

Bus to Altadena / Autobús hacia Altadena

Santa Monica Beach	3:30 p.m.
Lincoln Av./Ventura St. (SE corner / esquina sureste)	4:45 p.m.
W. Loma Alta Dr./Sunset Ridge Rd.	4:50 p.m.
E. Mariposa St./Santa Rosa Av. (in front of Altadena Senior Center / en frente del centro para personas mayores de Altadena)	5:00 p.m.
Allen Av./Oakwood St. (NW corner / esquina noroeste)	5:10 p.m.

Note: Arrival times may vary depending on traffic

Nota: Los horarios de llegada pueden variar dependiendo del tráfico

Fare Structure / Tarifas

EXACT FARE PLEASE / FAVOR DE TENER CAMBIO EXACTO

Round Trip / Viaje de Ida y Vuelta

All Children and Adults / Todos los Niños y Adultos	\$3.00
Persons with Disabilities / Personas con Incapacidades	\$1.50
Senior Citizens (60+)* / Personas de Edad Avanzada (60+)*	\$1.50

**with proper identification / con identificación apropiada*

- Riders are encouraged to assemble at the bus stop ten minutes prior to departure.
- Riders who miss the bus will need to find their own transportation back.
- Service is subject to change due to weather and road conditions.
- Es sugerido que los pasajeros se congreguen en la parada del autobús diez minutos antes de la salida.
- Pasajeros que llegan tarde para el viaje de regreso, tendrán que encontrar su propio transporte.
- El servicio está sujeto a cambios debido a clima y condiciones de la carretera.



CASTAIC/WEST RANCH TO SANTA MONICA BEACH

Dates and Schedule / Fechas y Horarios

June 12 – September 2, 2024 • Wednesdays, Fridays, and Labor Day
12 de junio – 2 de septiembre, 2024 • miércoles, viernes, y el Día del Trabajo

Bus to Santa Monica Beach / Autobús hacia Santa Monica Beach

Castaic Sports Complex (in the parking lot / en el estacionamiento)	9:00 a.m.
Richard Rioux Memorial Park (at the park entrance / en la entrada del parque)	9:30 a.m.
Santa Monica Beach	10:30 a.m.

Bus to Castaic/West Ranch / Autobús hacia Castaic/West Ranch

Santa Monica Beach	3:30 p.m.
Richard Rioux Memorial Park (at the park entrance / en la entrada del parque)	4:35 p.m.
Castaic Sports Complex (in the parking lot / en el estacionamiento)	5:00 p.m.

Note: Arrival times may vary depending on traffic

Nota: Los horarios de llegada pueden variar dependiendo del tráfico

Fare Structure / Tarifas

EXACT FARE PLEASE / FAVOR DE TENER CAMBIO EXACTO

Round Trip / Viaje de Ida y Vuelta

All Children and Adults / Todos los Niños y Adultos.	\$4.00
Persons with Disabilities / Personas con Incapacidades.	\$2.00
Senior Citizens (60+)* / Personas de Edad Avanzada (60+)*	\$2.00

**with proper identification / con identificación apropiada*

- Riders are encouraged to assemble at the bus stop ten minutes prior to departure.
- Riders who miss the bus will need to find their own transportation back.
- Service is subject to change due to weather and road conditions.
- Es sugerido que los pasajeros se congreguen en la parada del autobús diez minutos antes de la salida.
- Pasajeros que llegan tarde para el viaje de regreso, tendrán que encontrar su propio transporte.
- El servicio está sujeto a cambios debido a clima y condiciones de la carretera.



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CASTAIC/WEST RANCH TO SANTA MONICA BEACH

Dates and Schedule / Fechas y Horarios

June 12 – September 2, 2024 • Wednesdays, Fridays, and Labor Day
12 de junio – 2 de septiembre, 2024 • miércoles, viernes, y el Día del Trabajo

Bus to Santa Monica Beach / Autobús hacia Santa Monica Beach

Castaic Sports Complex (in the parking lot / en el estacionamiento).....	9:00 a.m.
Richard Rioux Memorial Park (at the park entrance / en la entrada del parque)	9:30 a.m.
Santa Monica Beach	10:30 a.m.

Bus to Castaic/West Ranch / Autobús hacia Castaic/West Ranch

Santa Monica Beach	3:30 p.m.
Richard Rioux Memorial Park (at the park entrance / en la entrada del parque)	4:35 p.m.
Castaic Sports Complex (in the parking lot / en el estacionamiento).....	5:00 p.m.

Note: Arrival times may vary depending on traffic

Nota: Los horarios de llegada pueden variar dependiendo del tráfico

Fare Structure / Tarifas

EXACT FARE PLEASE / FAVOR DE TENER CAMBIO EXACTO

Round Trip / Viaje de Ida y Vuelta

All Children and Adults / Todos los Niños y Adultos	\$4.00
Persons with Disabilities / Personas con Incapacidades	\$2.00
Senior Citizens (60+)* / Personas de Edad Avanzada (60+)*.....	\$2.00

*with proper identification / con identificación apropiada

- Riders are encouraged to assemble at the bus stop ten minutes prior to departure.
- Riders who miss the bus will need to find their own transportation back.
- Service is subject to change due to weather and road conditions.
- Es sugerido que los pasajeros se congreguen en la parada del autobús diez minutos antes de la salida.
- Pasajeros que llegan tarde para el viaje de regreso, tendrán que encontrar su propio transporte.
- El servicio está sujeto a cambios debido a clima y condiciones de la carretera.

Neither sponsored nor endorsed by the school or the school district. | Ni patrocinado ni respaldado por la escuela o el distrito escolar.



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CHARTER OAK/DUARTE TO SANTA MONICA BEACH

Dates and Schedule / Fechas y Horarios

June 12 – September 2, 2024 • Wednesdays, Fridays, Saturdays, and Labor Day
12 de junio – 2 de septiembre, 2024 • miércoles, viernes, sábados y el Día del Trabajo

Bus to Santa Monica Beach / Autobús hacia Santa Monica Beach

Cienega Av./Sunflower Av. (NW corner / esquina noroeste)	9:00 a.m.
Charter Oak Park (at the parking lot / en el estacionamiento)	9:10 a.m.
Pamela Park (Duarte) (at the parking lot / en el estacionamiento)	9:30 a.m.
Santa Monica Beach	10:40 a.m.

Bus to Charter Oak/Duarte / Autobús hacia Charter Oak/Duarte

Santa Monica Beach	3:00 p.m.
Pamela Park (Duarte) (at the parking lot / en el estacionamiento)	4:10 p.m.
Charter Oak Park (at the parking lot / en el estacionamiento)	4:25 p.m.
Cienega Av./Sunflower Av. (NW corner / esquina noroeste)	4:30 p.m.

Note: Arrival times may vary depending on traffic

Nota: Los horarios de llegada pueden variar dependiendo del tráfico

Fare Structure / Tarifas

EXACT FARE PLEASE / FAVOR DE TENER CAMBIO EXACTO

Round Trip / Viaje de Ida y Vuelta

All Children and Adults / Todos los Niños y Adultos	\$3.00
Persons with Disabilities / Personas con Incapacidades	\$1.50
Senior Citizens (60+)* / Personas de Edad Avanzada (60+)*	\$1.50

*with proper identification / con identificación apropiada

- Riders are encouraged to assemble at the bus stop ten minutes prior to departure.
- Riders who miss the bus will need to find their own transportation back.
- Service is subject to change due to weather and road conditions.
- Es sugerido que los pasajeros se congreguen en la parada del autobús diez minutos antes de la salida.
- Pasajeros que llegan tarde para el viaje de regreso, tendrán que encontrar su propio transporte.
- El servicio está sujeto a cambios debido a clima y condiciones de la carretera.



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EAST LOS ANGELES TO SANTA MONICA BEACH

Dates and Schedule / Fechas y Horarios

June 14 – September 2, 2024 • Fridays and Labor Day
14 de junio – 2 de septiembre, 2024 • viernes y el Día del Trabajo

Bus to Santa Monica Beach / Autobús hacia Santa Monica Beach

City Terrace Park (at the parking lot / en el estacionamiento del parque). 10:00 a.m.
Dionicio Morales Transit Plaza 10:20 a.m.
(El Sol Shuttle stop at East LA Civic Center / parada de El Sol Shuttle en el Centro Cívico de East Los Angeles)
Santa Monica Beach 11:10 a.m.

Bus to East Los Angeles / Autobús hacia East Los Angeles

Santa Monica Beach 3:15 p.m.
Dionicio Morales Transit Plaza 4:15 p.m.
(El Sol Shuttle stop at East LA Civic Center / parada de El Sol Shuttle en el Centro Cívico de East Los Angeles)
City Terrace Park (at the parking lot / en el estacionamiento del parque). 4:30 p.m.

Note: Arrival times may vary depending on traffic
Nota: Los horarios de llegada pueden variar dependiendo del tráfico

Fare Structure / Tarifas

EXACT FARE PLEASE / FAVOR DE TENER CAMBIO EXACTO

Round Trip / Viaje de Ida y Vuelta

All Children and Adults / Todos los Niños y Adultos. \$2.00
Persons with Disabilities / Personas con Incapacidades. \$1.00
Senior Citizens (60+)* / Personas de Edad Avanzada (60+)*. \$1.00

**with proper identification / con identificación apropiada*

- Riders are encouraged to assemble at the bus stop ten minutes prior to departure.
- Riders who miss the bus will need to find their own transportation back.
- Service is subject to change due to weather and road conditions.
- Es sugerido que los pasajeros se congreguen en la parada del autobús diez minutos antes de la salida.
- Pasajeros que llegan tarde para el viaje de regreso, tendrán que encontrar su propio transporte.
- El servicio está sujeto a cambios debido a clima y condiciones de la carretera.



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LA CRESCENTA/LA CAÑADA FLINTRIDGE TO SANTA MONICA BEACH

Dates and Schedule / Fechas y Horarios

June 11 – September 2, 2024 • Tuesdays, Thursdays, Fridays, Saturdays, and Labor Day
11 de junio – 2 de septiembre, 2024 • martes, jueves, viernes, sábados y el Día del Trabajo

Bus to Santa Monica Beach / Autobús hacia Santa Monica Beach

Two Strike Park (on Rosemont Av. / en la Rosemont Av.)	9:15 a.m.
County Library (on Foothill Bl. / en la Foothill Bl.)	9:25 a.m.
Montrose Av./Ocean View Bl. (SE corner / esquina sureste)	9:35 a.m.
Foothill Bl./La Cañada Bl. (NW corner / esquina noroeste)	9:45 a.m.
Santa Monica Beach	10:45 a.m.

Bus to La Crescenta/La Cañada Flintridge / Autobús hacia La Crescenta/La Cañada Flintridge

Santa Monica Beach	3:30 p.m.
Two Strike Park (on Rosemont Av. / en la Rosemont Av.)	4:30 p.m.
County Library (on Foothill Bl. / en la Foothill Bl.)	4:35 p.m.
Montrose Av./Ocean View Bl. (SE corner / esquina sureste)	4:45 p.m.
Foothill Bl./La Cañada Bl. (NW corner / esquina noroeste)	4:55 p.m.

Note: Arrival times may vary depending on traffic

Nota: Los horarios de llegada pueden variar dependiendo del tráfico

Fare Structure / Tarifas

EXACT FARE PLEASE / FAVOR DE TENER CAMBIO EXACTO

Round Trip / Viaje de Ida y Vuelta

All Children and Adults / Todos los Niños y Adultos	\$3.00
Persons with Disabilities / Personas con Incapacidades	\$1.50
Senior Citizens (60+)* / Personas de Edad Avanzada (60+)*	\$1.50

*with proper identification / con identificación apropiada

- Riders are encouraged to assemble at the bus stop ten minutes prior to departure.
- Riders who miss the bus will need to find their own transportation back.
- Service is subject to change due to weather and road conditions.
- Es sugerido que los pasajeros se congreguen en la parada del autobús diez minutos antes de la salida.
- Pasajeros que llegan tarde para el viaje de regreso, tendrán que encontrar su propio transporte.
- El servicio está sujeto a cambios debido a clima y condiciones de la carretera.



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LANCASTER TO SANTA MONICA BEACH

Dates and Schedule / Fechas y Horarios

May 27 – September 2, 2024 • Memorial Day, Tuesdays, Thursdays, Saturdays, Sundays and Labor Day
27 de mayo – 2 de septiembre, 2024 • Día de Conmemoración, martes, jueves, sábados, domingos y el Día del Trabajo

Bus to Santa Monica Beach / Autobús hacia Santa Monica Beach

Sgt. Steve Owen Memorial Park (on Walt Troth Dr./City Park Dr. / en la Walt Troth Dr./City Park Dr.)8:30 a.m.
Santa Monica Beach 10:50 a.m

Bus to Lancaster / Autobús hacia Lancaster

Santa Monica Beach3:00 p.m.
Sgt. Steve Owen Memorial Park (on Walt Troth Dr./City Park Dr. / en la Walt Troth Dr./City Park Dr.)5:40 p.m.

Note: Arrival times may vary depending on traffic

Nota: Los horarios de llegada pueden variar dependiendo del tráfico

Fare Structure / Tarifas

EXACT FARE PLEASE / FAVOR DE TENER CAMBIO EXACTO

Round Trip / Viaje de Ida y Vuelta

All Children and Adults / Todos los Niños y Adultos..... \$6.00
Persons with Disabilities / Personas con Incapacidades..... \$2.00
Senior Citizens (60+)* / Personas de Edad Avanzada (60+)*..... \$2.00

**with proper identification / con identificación apropiada*

- Riders are encouraged to assemble at the bus stop ten minutes prior to departure.
- Riders who miss the bus will need to find their own transportation back.
- Service is subject to change due to weather and road conditions.
- Es sugerido que los pasajeros se congreguen en la parada del autobús diez minutos antes de la salida.
- Pasajeros que llegan tarde para el viaje de regreso, tendrán que encontrar su propio transporte.
- El servicio está sujeto a cambios debido a clima y condiciones de la carretera.



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PALMDALE TO SANTA MONICA BEACH

Dates and Schedule / Fechas y Horarios

May 27 – September 2, 2024 • Memorial Day, Tuesdays, Thursdays, Saturdays, Sundays and Labor Day
27 de mayo – 2 de septiembre, 2024 • Día de Conmemoración, martes, jueves, sábados, domingos y el Día del Trabajo

Bus to Santa Monica Beach / Autobús hacia Santa Monica Beach

Palmdale Transportation Center 39000 Clock Tower Plaza Dr. 9:00 a.m.
(at the AVTA bus stop zone / en la zona de paradas de autobuses de AVTA)
Santa Monica Beach 10:50 a.m.

Bus to Palmdale / Autobús hacia Palmdale

Santa Monica Beach 3:00 p.m.
Palmdale Transportation Center 39000 Clock Tower Plaza Dr. 5:25 p.m.
(at the AVTA bus stop zone / en la zona de paradas de autobuses de AVTA)

Note: Arrival times may vary depending on traffic

Nota: Los horarios de llegada pueden variar dependiendo del tráfico

Fare Structure / Tarifas

EXACT FARE PLEASE / FAVOR DE TENER CAMBIO EXACTO

Round Trip / Viaje de Ida y Vuelta

All Children and Adults / Todos los Niños y Adultos. \$6.00
Persons with Disabilities / Personas con Incapacidades. \$2.00
Senior Citizens (60+)* / Personas de Edad Avanzada (60+)* \$2.00
**with proper identification / con identificación apropiada*

- Riders are encouraged to assemble at the bus stop ten minutes prior to departure.
- Riders who miss the bus will need to find their own transportation back.
- Service is subject to change due to weather and road conditions.
- Es sugerido que los pasajeros se congreguen en la parada del autobús diez minutos antes de la salida.
- Pasajeros que llegan tarde para el viaje de regreso, tendrán que encontrar su propio transporte.
- El servicio está sujeto a cambios debido a clima y condiciones de la carretera.



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AGREEMENT FOR
SUMMER BEACH BUS SERVICES (BRC0000462)

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Transit Systems Unltd., Inc., a California Corporation, located at 8976 Laurel Canyon Boulevard, Sun Valley, CA 91352, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 6, 2024, hereby agrees to provide services as described in this Contract for Summer Beach Bus Services (BRC0000462).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Service Route Maps and Schedule; Exhibit H, Service Vehicle Requirements; Exhibit I, Vehicle Appearance/Cleanliness Checklist; Exhibit J, Controlled Substance and Alcohol Testing Program; and Exhibit K, Driver's Daily Vehicle Report; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed the maximum potential contract sum of \$6,848,424, or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial 3-year term is \$3,395,912.25, the sum for the first option term is \$1,131,970.75, the sum for the second and final option term is \$1,131,970.75, and the sum for a month-to-month extension for up to 6 months is \$565,985.38.

FOURTH: This Contract's initial term will be for a period of 3 years commencing upon the Board's approval and execution of this Agreement by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to two additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this

Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

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

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

NINTH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustment will be granted for the optional renewal periods.

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

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

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

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

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000

(E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[illegible]

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Type/Print Name

TRANSIT SYSTEMS UNLTD., INC

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
SUMMER BEACH BUS SERVICES

SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
Transit Systems Unltd., Inc.	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
SUMMER BEACH BUS SERVICES**

FIRM INFORMATION*		Transit Systems Unltd., Inc.
BUSINESS STRUCTURE		Corporation*
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP
OWNERS/PARTNERS	Black/African American	0
	Hispanic/Latino	1/100%
	Asian or Pacific Islander	0
	Native American	0
	Subcontinent Asian	0
	White	0
	<i>Female (included above)</i>	0
COUNTY CERTIFICATION		
CBE		Y
LSBE		N
OTHER CERTIFYING AGENCY		N/A

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



Solicitation Detail

Solicitation Number:	BRC0000462		
Title:	Summer Beach Bus Services		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$600,000.00
Commodity:	BUS - TRANSIT (COACH-MINI) CONVENTIONAL		
Description:	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the Summer Beach Bus Services (BRC0000462) contract. This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 3-year term and two potential additional 1-year option renewals. The total annual contract amount of this service is estimated to be \$600,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts or may be requested from Ms. Amber Albert at (626) 458-4199 or aalbert@pw.lacounty.gov or Ms. Jessica Dunn at (626) 458-4169 or jdunn@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts.</p> <p>"Do Business with Public Works" Website Registration</p> <p>All interested proposers for this RFP are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.</p> <p>Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise</p> <p>The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: http://dcba.lacounty.gov.</p> <p>Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited to:</p> <p>PLEASE REFER TO THE RFP DOCUMENT FOR THE MINIMUM MANDATORY REQUIREMENTS. The RFP document can be found at the website listed above.</p> <p>There will be no proposers' conference for this solicitation. The deadline to submit written questions for a response is Tuesday, January 23, 2024, by or before 5:30 p.m.</p> <p>The deadline to submit proposals is Tuesday, February 6, 2024, at 5:30 p.m. Please direct your questions to Ms. Albert or Ms. Dunn. See below for all deadlines relating to this solicitation. Be advised, any changes to the due dates listed herein will only be made by Public Works, in writing in the form of an Informational Update or Addendum to the solicitation.</p> <p>Item Solicitation Schedule Due Date</p> <ol style="list-style-type: none">Written Questions Due Tuesday, January 23, 2024Form PW-3: Jury Service Exemption Tuesday, January 23, 2024Proposal Submission Due Tuesday, February 6, 2024 <p>NOTE: Items 1 through 2 above, if submitting, will be due via e-mail to Ms. Albert or Ms. Dunn. Item 5 is due from all proposers in accordance with the Important Notice below.</p> <p>IMPORTANT NOTICE</p> <p>Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via Universal Serial Bus (USB) or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Proposals received after the closing date and time specified in this Notice of Request for Proposals will be rejected by Public Works as nonresponsive. Submission of hard copy proposals will not be accepted.</p> <p>PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:</p> <p>Electronic Submission of Proposals</p> <p>In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on www.bidexpress.com, a secure online bidding service website.</p> <p>To submit your proposals electronically, register with BidExpress, prior to the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date. An Infotech/BidExpress Set-up Guide is included as Attachment 6 for reference. There is a nominal service fee to use BidExpress.</p> <p>Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the registration and file size limitations before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, compact disk, or any other materials to the County via mail.</p>		

Enclosure D

Open Day:	1/8/2024	Close Date:	2/6/2024 5:30:00 PM
Contact Name:	Amber Albert	Contact Phone:	(626) 458-4199
Contact Email:	aalbert@dpw.lacounty.gov		
Last Changed On:	1/8/2024 10:19:53 AM		
Attachment File (0) :	<div><div></div>Click here to download attachment files.</div>		

Update (/LACoBids/Admin/UpdateBid/OTM5MQ%3d%3dMTgyNDMw)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/14/2025	
BOARD MEETING DATE	6/3/2025	
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	1st Street Pedestrian Improvements Project	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input 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	No urgency	
COST & FUNDING	Total cost: \$1,500,000	Funding source: Proposition C Local Return Fund
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	To obtain Board approval to provide County aid in the form of Highways-Through-Cities funds to the City of Long Beach for the 1st Street Pedestrian Improvements project.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> The City will receive \$1,500,000 in Highways-Through-Cities funds for the 1st Street Pedestrian Improvements project. A motion was filed on May 4, 2021, to make \$1,500,000 in Proposition C funds available to the City once the California Environmental Quality Act process for the project was completed by the City. 	
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 enhancing connectivity and walkability in the downtown Long Beach area as well as encourage the use of alternate transportation, thereby improving air quality.	
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
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

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

June 3, 2025

IN REPLY PLEASE

REFER TO FILE:

TPP-5

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
ADOPT RESOLUTION 4012 FOR
HIGHWAYS-THROUGH-CITIES FUNDING
FOR THE 1ST STREET PEDESTRIAN IMPROVEMENTS PROJECT
IN THE CITY OF LONG BEACH
(SUPERVISORIAL DISTRICT 4)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to Adopt Resolution 4012 providing Highways-Through-Cities funding in the amount of \$1,500,000 to the City of Long Beach and to approve the 1st Street Pedestrian Improvements project to improve mobility, walkability, and enhance the overall pedestrian experience along 1st Street. The project will be administered by the City of Long Beach.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project and related actions are exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the project and adopt Resolution 4012 finding that the 1st Street Pedestrian Improvements project to enhance connectivity and walkability and encourage use of alternate modes of transportation is of general County interest and that County aid in the form of Highways-Through-Cities funds in the fixed amount of \$1,500,000 shall be provided to the City of Long Beach to

be expended in accordance with all applicable provisions of law relating to funds derived from Proposition C Local Return Funds.

3. Delegate authority to the Director of Public Works or his designee to enter into a funding agreement with the City of Long Beach to contribute \$1,500,000 toward the 1st Street Pedestrian Improvements project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve a fixed County contribution of \$1,500,000 in Highways-Through-Cities funds to finance a portion of the City of Long Beach's cost for the project. The project, which aims to enhance connectivity and walkability in the downtown Long Beach area and encourage the use of alternate transportation, including Long Beach Transit and Metro, is of general County interest. This project will benefit the residents by improving the pedestrian experience and encourage the use of alternate transportation, thereby reducing fuel consumption and air emissions.

Implementation of Strategic Plan Goals

Recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by supporting multimodal transportation investments that improve the safety and mobility, reduce traffic congestion, and reduce greenhouse gas emissions.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The project is within the City. The total project cost is estimated to be \$5,500,000 and will be financed with the County's fixed contribution of \$1,500,000 in Highways-Through-Cities funds to the City and \$4,000,000 from the City and various other funding sources.

Sufficient funding for the County's contribution of funds to the City is available in the Fourth Supervisorial District's Transportation Improvement Program in the Proposition C Local Return Fund (CN9 – Other Charges) Fiscal Year 2024-25 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed resolution has been approved as to form by County Counsel.

Sections 1680-1684 of the California Streets and Highways Code provide that the Board 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.

ENVIRONMENTAL DOCUMENTATION

As a responsible agency with respect to the proposed project, the County has reviewed the exemption determination of the City. The City, as the lead agency for the proposed project, found the project to be exempt pursuant to the State California Environmental Quality Act Guidelines Sections 15301(c) and 15303(c). The County is a responsible agency for this project because it is contributing funds to the project, and in its independent judgment on the record determines that the recommended actions with respect to its approvals for the project are exempt pursuant to Classes 1(c) and 3(c) of the Guidelines based on the record of the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact to current County services or projects.

CONCLUSION

Please return an adopted copy of this Board letter and one copy of the resolution to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MER:yr

Enclosures

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

**RESOLUTION 4012 OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO
THE CITY OF LONG BEACH FOR THE PURPOSE OF THE 1ST STREET
PEDESTRIAN IMPROVEMENTS PROJECT**

WHEREAS, the City of Long Beach (hereinafter referred to as CITY) desires to revitalize and transform a four-block section of 1st Street in the CITY downtown core into a pedestrian friendly mobility corridor connecting the newly redeveloped Civic Center at Pacific Avenue eastward toward what is referred to as the East Village Arts District at Elm Street (which work is hereinafter referred to as PROJECT); and

WHEREAS, the County of Los Angeles (hereinafter referred to as COUNTY) proposes to contribute funds and CITY proposes to administer PROJECT; and

WHEREAS, PROJECT is located in and will be utilized within the jurisdictional limits of CITY; and

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

WHEREAS, the total PROJECT cost is currently estimated to be Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000.00) with COUNTY'S fixed contribution in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) toward CITY'S cost of PROJECT; and

WHEREAS, the proposed PROJECT is worthwhile and of general County interest; and

WHEREAS, the Board of Supervisors of the County of Los Angeles intends to contribute Highways-Through-Cities funds in the fixed amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) toward CITY'S cost of PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, it is hereby resolved as follows:

SECTION 1. The PROJECT 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 1680-1684 of the California Streets and Highways Code to extend Highways-Through-Cities aid to the CITY in the fixed amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for the

SECTION 3. If any provisions of this resolution are held or declared to be invalid the resolution shall be void and the consent granted hereunder shall lapse.

Page 2 of 3

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

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By  _____
Deputy

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/14/2025		
BOARD MEETING DATE	6/3/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Water Pipeline Franchise Granted to California Domestic 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	N/A		
COST & FUNDING	Total cost:		Funding source:
	\$10,000		County General Fund
	TERMS (if applicable):		
	Explanation: California Domestic 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, California Domestic reported and paid the County a total annual franchise fee of \$20,934.60, which was deposited into the County General Fund-Nondepartmental Revenue.		
PURPOSE OF REQUEST	California Domestic 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 California Domestic's service area located in the County.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed franchise will allow California Domestic to continue to use the County's right of way and will obligate California Domestic 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		



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

June 3, 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 INTENTION AND INTRODUCTION OF AN ORDINANCE
TO GRANT A WATER PIPELINE FRANCHISE
TO CALIFORNIA DOMESTIC WATER COMPANY
(SUPERVISORIAL DISTRICTS 1 AND 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to grant a water pipeline franchise to California Domestic 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 California Domestic 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 California Domestic Water Company; set the matter for a public hearing on July 22, 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 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 California Domestic 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 California Domestic Water Company.

On June 9, 2010, the Board adopted Ordinance No. 2010-028F granting California Domestic a 15-year water pipeline franchise, which will expire on July 11, 2025. Adopting the ordinance will allow California Domestic to continue to use of the County's right of way and will obligate California Domestic to comply with the terms of the new franchise.

California Domestic has requested a new 15-year water pipeline franchise. Both California Domestic and County residents will benefit as this will allow for the continued provisions of water services within California Domestic'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

California Domestic 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, California Domestic reported and paid the County a total annual franchise fee of \$20,934.60, which was deposited into the County General Fund-Nondepartmental Revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Domestic owns and operates an existing water pipeline in the franchise area to distribute water. The proposed franchise ordinance will allow California Domestic, for a period of 15 years beginning on July 12, 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 the accompanying resolution of intention as to form and the ordinance.

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

ENVIRONMENTAL DOCUMENTATION

The proposed project, which is to grant a water pipeline franchise to California Domestic, 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, the project 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
June 3, 2025
Page 4

CONCLUSION

Please return adopted copies of this Board letter, ordinance, and the resolution of intention to the attention of Ms. Lynda Noriega, President, California Domestic Water Company, 15505 Whittier Boulevard, Whittier, CA 90603; the Office of County Counsel; and Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:mr

Enclosures

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

Enclosure A

**RESOLUTION OF INTENTION
TO GRANT A 15-YEAR WATER PIPELINE FRANCHISE
TO CALIFORNIA DOMESTIC WATER COMPANY**

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

- A. California Domestic 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 July 12, 2025, the operative day of the franchise, and terminating on July 11, 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, 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. Section 9601 et seq.), as may be hereafter amended, and the "Federal Water Pollution Control Act," (33 U.S.C. Section 1251 et seq.), as may be hereafter amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, including adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for the Franchisee's operations in, on, along, upon, or across any and all highways, as defined in Los Angeles County Code Section 16.36.080, now or hereafter dedicated to public use within the franchise area of the unincorporated territory of the County of Los Angeles, State of California, as depicted on the Exhibit Maps of 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 of said ordinance. 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 June 24, 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 California Public Utilities Code Section 6232 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 Jonathan Brazile for Grace Chang

ANALYSIS

This ordinance grants a utility (water) pipeline franchise to California Domestic Water Company, a California corporation, ("Franchisee") to transport and distribute water for a period of fifteen (15) years, beginning on July 12, 2025, and expiring on July 11, 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 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 California Domestic Water Company, a California corporation, for a period of fifteen (15) years, beginning on July 12, 2025, and expiring on July 11, 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 California Domestic Water Company, a California corporation ("Franchisee"), and its successors and assigns, for the period of fifteen (15) years, beginning on July 11, 2025, to lay, construct, reconstruct, operate, maintain, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for the 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 as Exhibit "A" and Exhibit "B" 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 a franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. 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. 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 three million dollars (\$3,000,000) per claim and five million dollars (\$5,000,000) 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. Notwithstanding anything to the contrary contained in this Section 5, Franchisee may provide evidence of a program of self-insurance with evidence of financial worth of Franchisee by a Certified Public Accountant showing Franchisee has the financial ability to meet the insurance requirements contained herein. The County may allow Franchisee to self-insure provided the self-insurance program complies with the provisions and specified limits contained herein and is approved by County.

F. 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 this 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 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 standards as directed by the California State Fire Marshal, and/or local laws and regulations.

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 Franchisee will pay to the County within sixty (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 thirty percent (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:

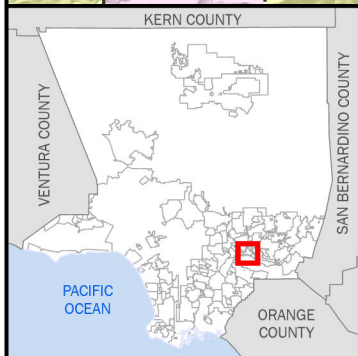
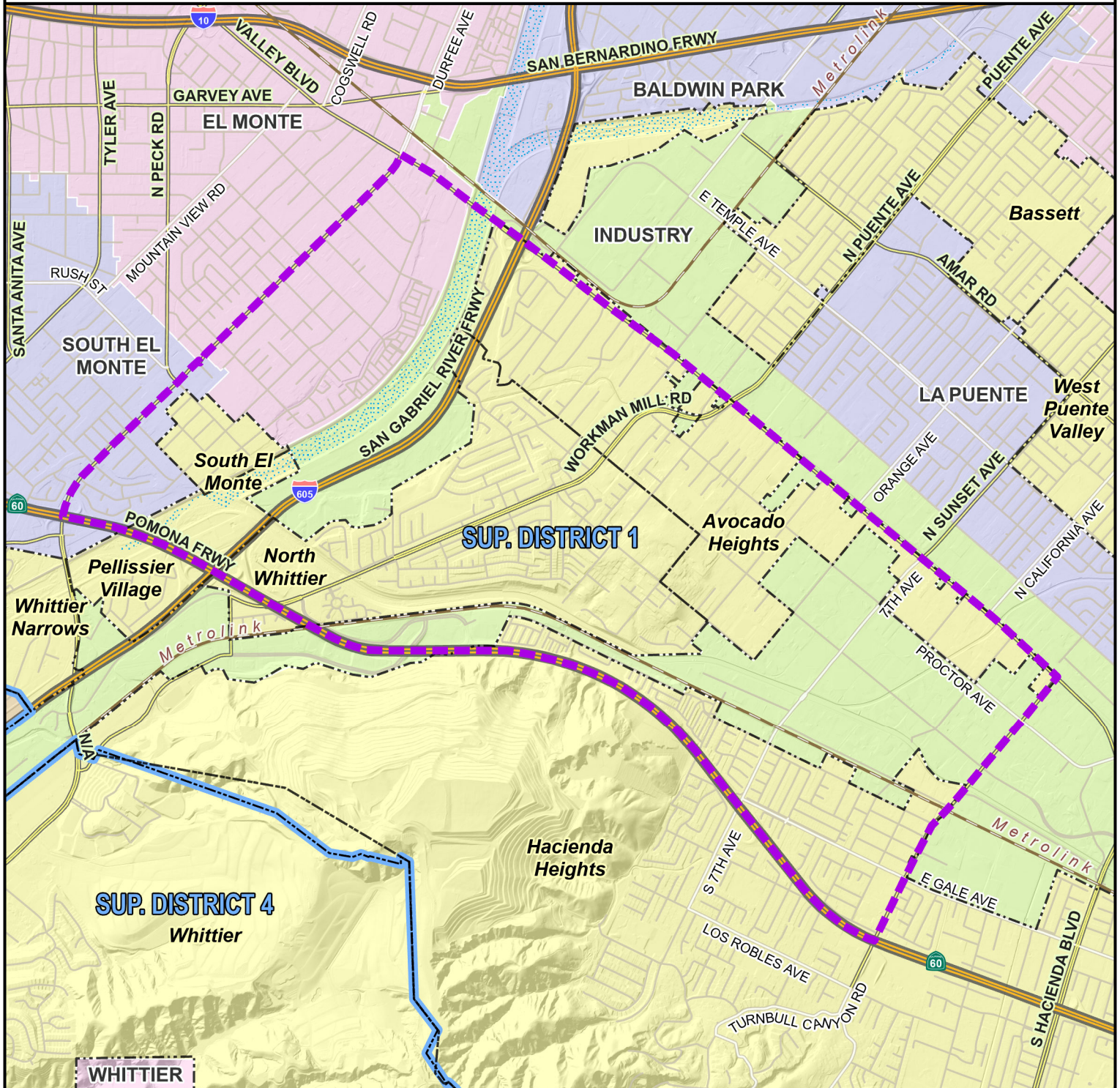
California Domestic Water Company
15505 Whittier Boulevard
Whittier, CA 90603
Attention: Ms. Lynda Noriega

Section 12. Franchise Ordinance Operative Date.

The operative date of this franchise ordinance shall be July 12, 2025.

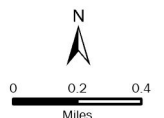
Section 13. Termination.

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.



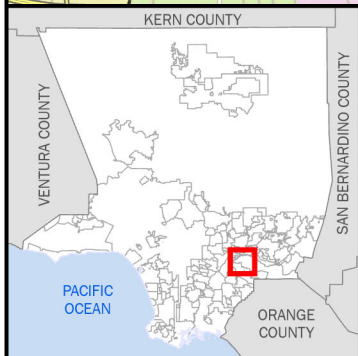
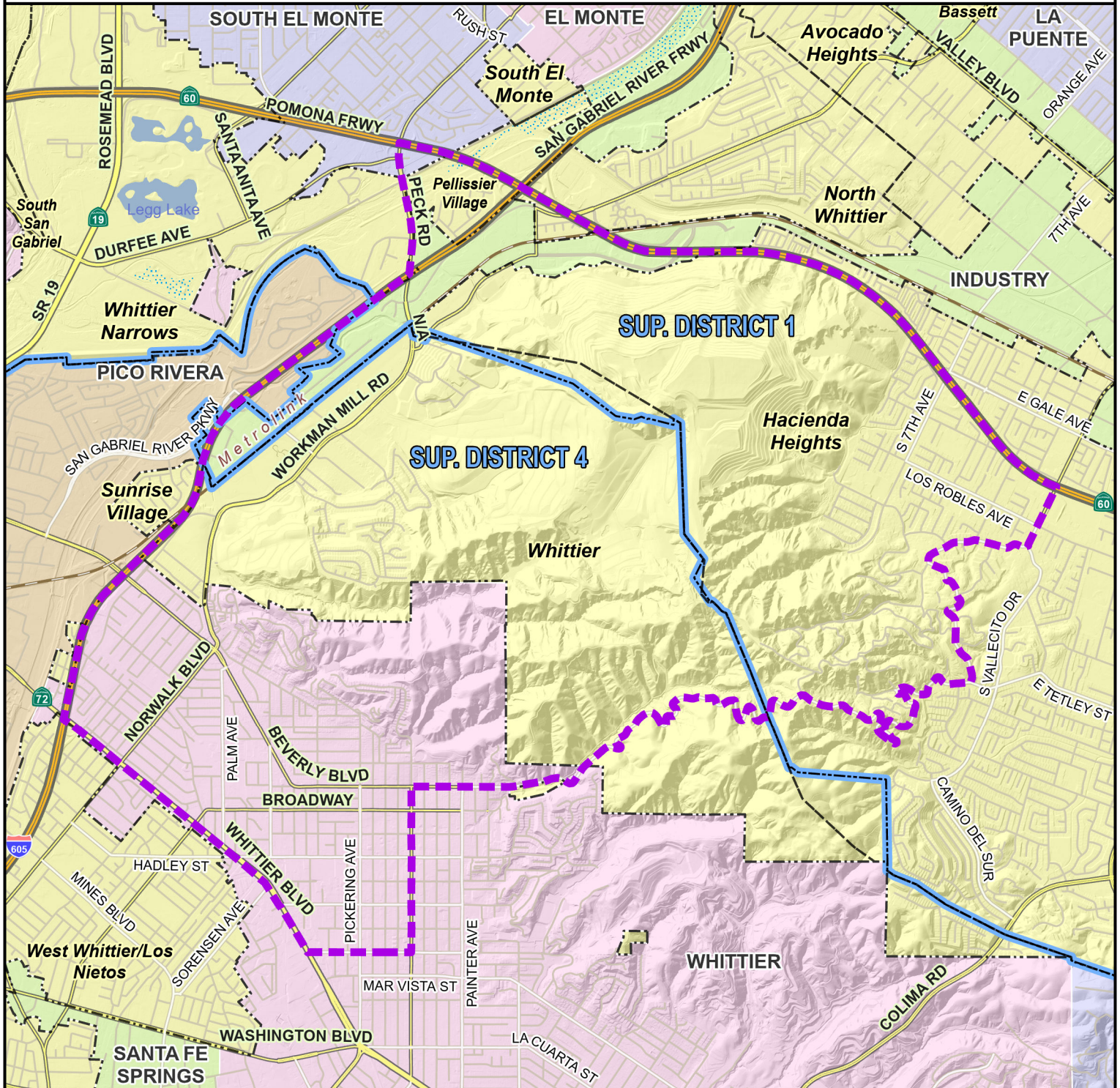
- Franchise Boundary
- Supervisorial District
- Unincorporated County Area

Exhibit Map A



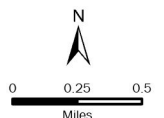
Date: 3/13/2025
 SMPM Division, Mapping & GIS Services Section (MTHONG)
 Data from eGIS Repository and Public Works. This map is for informational purposes only and should not be used for legal, engineering, or surveying.

California Domestic Water Company Proprietary Water Pipeline Franchise



- Franchise Boundary
- Supervisory District
- Unincorporated County Area

Exhibit Map B



Date: 3/13/2025
 SMPM Division, Mapping & GIS Services Section (MTHONG)
 Data from eGIS Repository and Public Works. This map is for informational purposes only and should not be used for legal, engineering, or surveying.

Enclosure B

ANALYSIS

This ordinance grants a utility (water) pipeline franchise to California Domestic Water Company, a California corporation, ("Franchisee") to transport and distribute water for a period of fifteen (15) years, beginning on July 12, 2025, and expiring on July 11, 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 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 California Domestic Water Company, a California corporation, for a period of fifteen (15) years, beginning on July 12, 2025, and expiring on July 11, 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 California Domestic Water Company, a California corporation ("Franchisee"), and its successors and assigns, for the period of fifteen (15) years, beginning on July 11, 2025, to lay, construct, reconstruct, operate, maintain, renew, repair, change the size of, remove, or abandon in place, pipes and pipelines for the 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 as Exhibit "A" and Exhibit "B" 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 a franchise granted or extended, Franchisee shall pay annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"), as set forth below.

C. 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. 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 three million dollars (\$3,000,000) per claim and five million dollars (\$5,000,000) 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. Notwithstanding anything to the contrary contained in this Section 5, Franchisee may provide evidence of a program of self-insurance with evidence of financial worth of Franchisee by a Certified Public Accountant showing Franchisee has the financial ability to meet the insurance requirements contained herein. The County may allow Franchisee to self-insure provided the self-insurance program complies with the provisions and specified limits contained herein and is approved by County.

F. 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 this 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 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 standards as directed by the California State Fire Marshal, and/or local laws and regulations.

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 Franchisee will pay to the County within sixty (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 thirty percent (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:

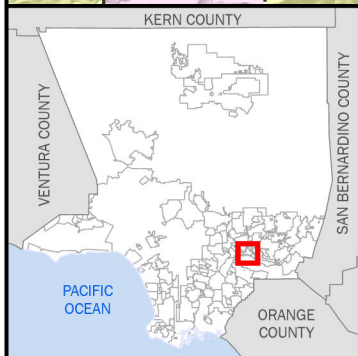
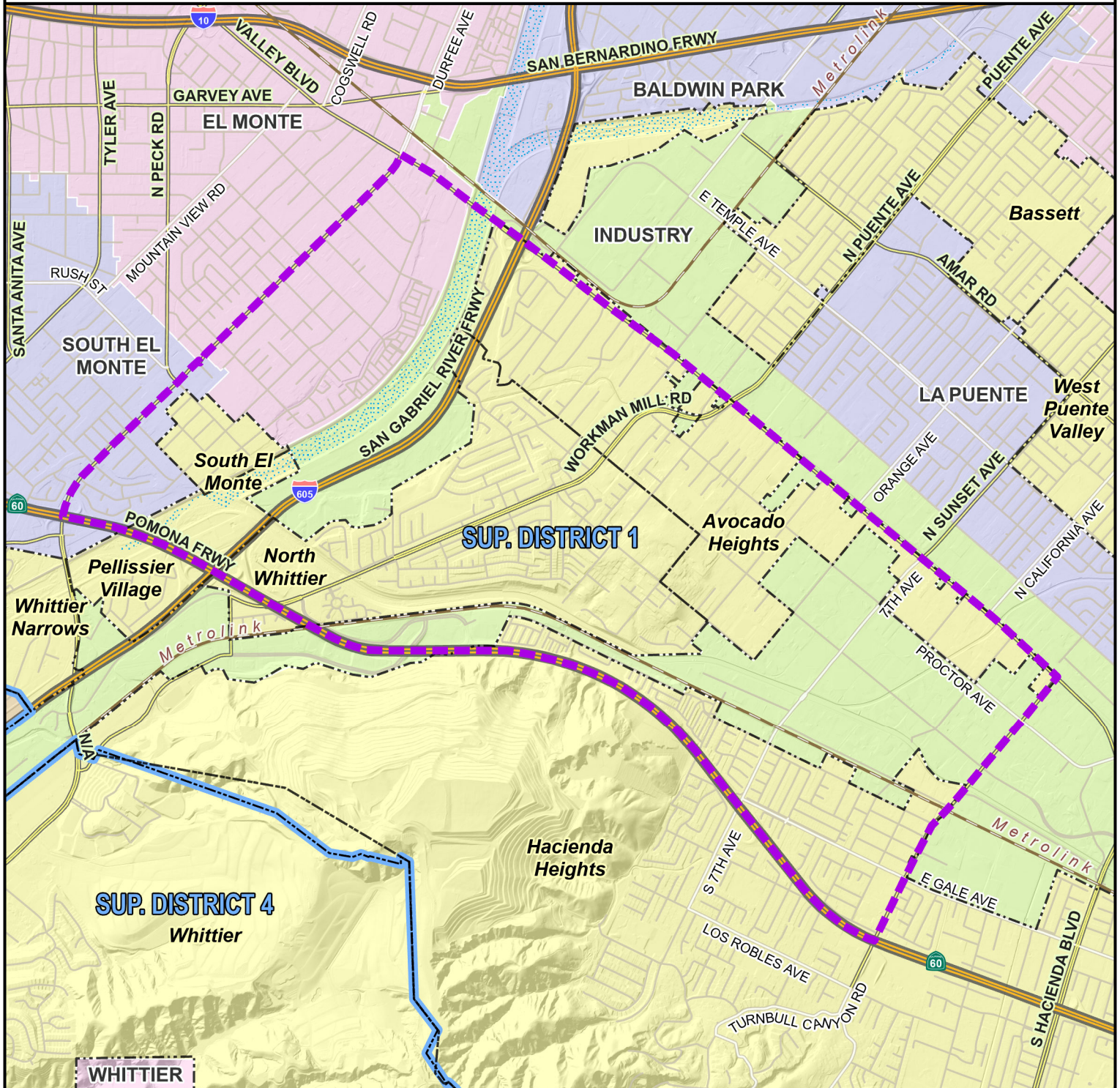
California Domestic Water Company
15505 Whittier Boulevard
Whittier, CA 90603
Attention: Ms. Lynda Noriega

Section 12. Franchise Ordinance Operative Date.

The operative date of this franchise ordinance shall be July 12, 2025.

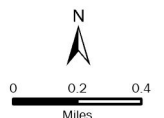
Section 13. Termination.

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.

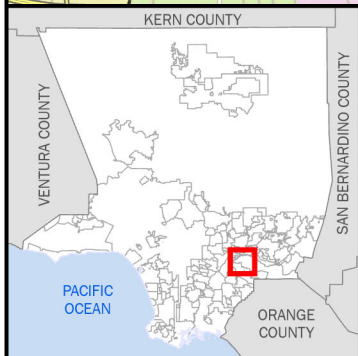
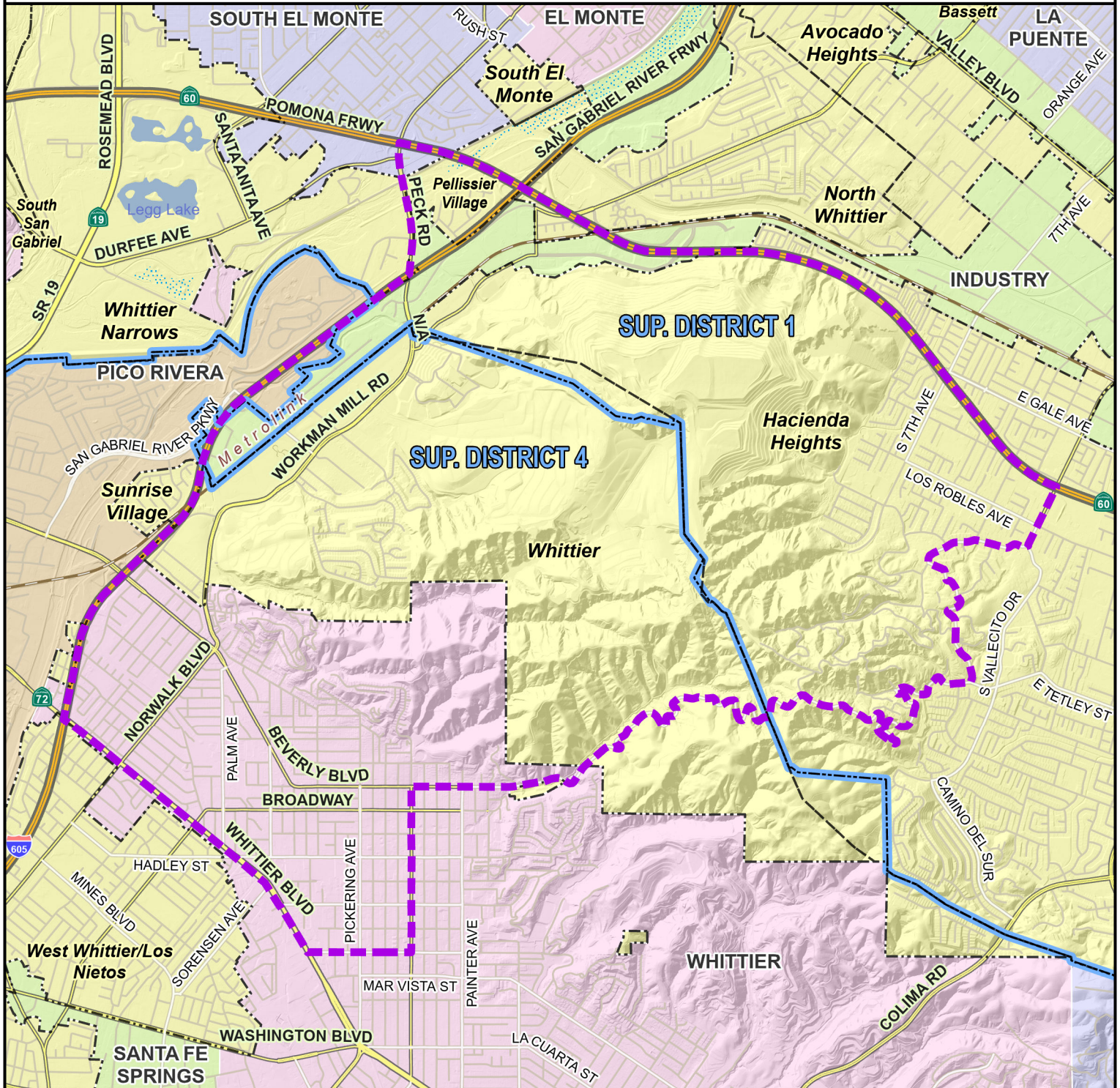


- Franchise Boundary
- Supervisory District
- Unincorporated County Area

Exhibit Map A

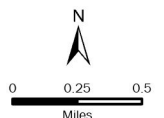


Date: 3/13/2025
 SMPM Division, Mapping & GIS Services Section (MTHONG)
 Data from eGIS Repository and Public Works. This map is for informational purposes only and should not be used for legal, engineering, or surveying.



- Franchise Boundary
- Supervisorial District
- Unincorporated County Area

Exhibit Map B



Date: 3/13/2025
 SMPM Division, Mapping & GIS Services Section (MTHONG)
 Data from eGIS Repository and Public Works. This map is for informational purposes only and should not be used for legal, engineering, or surveying.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/14/2025							
BOARD MEETING DATE	6/3/2025							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Public Works							
SUBJECT	Traffic Regulations in the Unincorporated Communities of El Camino Village, Florence-Firestone, Rosewood/West Rancho Dominguez, and Willowbrook							
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 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 community requested that these traffic safety and quality-of-life concerns be addressed as soon as possible.							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$</td><td>Funding source:</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2"> Explanation: There will be no impact to the County General Fund. Funding is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget to cover the minor costs of installing and/or removing the necessary signs and markings. </td></tr> </table>		Total cost: \$	Funding source:	TERMS (if applicable):		Explanation: There will be no impact to the County General Fund. Funding is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget to cover the minor costs of installing and/or removing the necessary signs and markings.	
Total cost: \$	Funding source:							
TERMS (if applicable):								
Explanation: There will be no impact to the County General Fund. Funding is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget to cover the minor costs of installing and/or removing the necessary signs and markings.								
PURPOSE OF REQUEST	Adopt traffic regulation orders to support traffic safety, enhance traffic flow, establish an enforceable speed limit, encourage parking turnover, remove a disabled person's parking zone that is no longer compliant or needed, and provide adequate parking for disabled persons in the unincorporated communities of El Camino Village, Florence-Firestone, Rosewood/West Rancho Dominguez, and Willowbrook.							
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The California Vehicle Code allows the County to adopt regulations for official traffic control devices, such as signs and markings. These traffic regulations are required prior to enforcement by the California Highway Patrol and the Sheriff's Department.</p> <p>Public Works is recommending to adopt the following types of regulations, as well as rescind regulations that are no longer applicable:</p> <ul style="list-style-type: none"> • Speed Limit • Commercial Loading Zone • Parking Prohibition • Disabled Person's Parking Zone 							

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability. The proposed traffic regulation supports a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.
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
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

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

June 3, 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
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES OF
EL CAMINO VILLAGE, FLORENCE-FIRESTONE, ROSEWOOD/WEST
RANCHO DOMINGUEZ, AND WILLOWBROOK
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to implement traffic regulations to support traffic safety and enhance traffic flow in the unincorporated communities of El Camino Village, Florence-Firestone, Rosewood/West Rancho Dominguez, and Willowbrook.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that adopting and/or rescinding traffic regulation orders and posting or removing the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
2. Rescind a traffic regulation order establishing a 40-mph speed limit on Prairie Avenue between Redondo Beach Boulevard and the City of Hawthorne boundary located 425 feet south of Marine Avenue in the unincorporated community of El Camino Village as established on September 10, 1980.
3. Adopt a traffic regulation order establishing a 35-mph speed limit on Prairie Avenue between Redondo Beach Boulevard and the City of Hawthorne boundary located 425 feet south of Marine Avenue in the unincorporated community of El Camino Village.

4. Adopt a traffic regulation order establishing a commercial loading zone on the north side of Firestone Boulevard between a point 133 feet and a point 163 feet east of Miramonte Boulevard in the unincorporated community of Florence-Firestone.
5. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the south side of Firestone Boulevard between Beach Street and the alley east of Graham Avenue in the unincorporated community of Florence-Firestone.
6. Adopt a traffic regulation order prohibiting parking at any time on the north side of Rosecrans Avenue (Frontage Road) between Cahita Avenue and the alley east of Keene Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
7. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the south side of Rosecrans Avenue (Frontage Road) between Cahita Avenue and a point 100 feet east of Cahita Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
8. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the south side of Rosecrans Avenue (Frontage Road) between Cairn Avenue and a point 100 feet west of Cairn Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
9. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the south side of Rosecrans Avenue (Frontage Road) between Cairn Avenue and a point 100 feet east of Cairn Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
10. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the south side of Rosecrans Avenue (Frontage Road) between Aprilia Avenue and a point 100 feet west of Aprilia Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
11. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the south side of Rosecrans Avenue (Frontage Road) between Aprilia Avenue and a point 100 feet east of Aprilia Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.

12. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the south side of Rosecrans Avenue (Frontage Road) between Corlett Avenue and a point 100 feet west of Corlett Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
13. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the south side of Rosecrans Avenue (Frontage Road) between Corlett Avenue and a point 100 feet east of Corlett Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
14. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the south side of Rosecrans Avenue (Frontage Road) between Keene Avenue and a point 100 feet west of Keene Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
15. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the south side of Rosecrans Avenue (Frontage Road) between Keene Avenue and the alley east of Keene Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
16. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Cahita Avenue and a point 100 feet west of Cahita Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
17. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Cahita Avenue and a point 100 feet east of Cahita Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
18. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Cairn Avenue and a point 100 feet west of Cairn Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
19. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Cairn Avenue and a point 100 feet east of Cairn Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.

20. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Aprilia Avenue and a point 100 feet west of Aprilia Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
21. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Aprilia Avenue and a point 100 feet east of Aprilia Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
22. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Corlett Avenue and a point 100 feet west of Corlett Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
23. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Corlett Avenue and a point 100 feet east of Corlett Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
24. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Keene Avenue and a point 100 feet west of Keene Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
25. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Keene Avenue and a point 100 feet east of Keene Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
26. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Loness Avenue and a point 100 feet west of Loness Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
27. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Loness Avenue and a point

100 feet east of Lonest Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.

28. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Bahama Avenue and a point 100 feet west of Bahama Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
29. Adopt a traffic regulation order prohibiting parking of vehicles over 6 feet in height on the north side of 148th Street between Bahama Avenue and Central Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
30. Adopt a traffic regulation order prohibiting parking from 10 p.m. to 6 a.m. on the south side of 148th Street between Central Avenue and a point 95 feet west of Corlett Avenue in the unincorporated community of Rosewood/West Rancho Dominguez.
31. Rescind a traffic regulation order establishing a disabled person's parking zone on the south side of El Segundo Boulevard between a point 415 feet and a point 435 feet east of Mona Boulevard in the unincorporated community of Willowbrook as established on January 13, 2015.
32. Adopt a traffic regulation order establishing a disabled person's parking zone on the west side of Slater Street between a point 30 feet and a point 50 feet south of Imperial Highway in the unincorporated community of Willowbrook.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to adopt and/or rescind traffic regulation orders, which will allow Public Works to post or remove the corresponding regulatory and advisory signage. Public Works is recommending these actions to support traffic safety, enhance traffic flow, establish an enforceable speed limit, encourage parking turnover, remove a disabled person's parking zone that is no longer compliant or needed, and provide adequate parking for disabled persons. These actions will benefit all users of the various roadways and will support Public Works' transportation priority to improve traffic safety. Requests for the traffic regulations were generated by residents or community groups. The affected areas are indicated on the enclosed maps (Enclosures A, B, C, and D).

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by supporting multimodal transportation investments that improve safety and mobility, reduce traffic congestion, and reduce greenhouse gas emissions.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. Funding is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget to cover the minor costs of installing and/or removing the necessary signs and markings.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Vehicle Code authorizes the Board to implement traffic regulations that are required prior to enforcement by the California Highway Patrol and the Sheriff's Department.

ENVIRONMENTAL DOCUMENTATION

The establishment of the regulation, including the installation or removal of related traffic control devices required to notify the motoring public is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class I(x) 7 of the Environmental Reporting Procedures and Guidelines approved by the Board on November 17, 1987.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of these traffic controls will have a positive impact by enhancing traffic flow and safety. Upon the Board's approval of the traffic regulation orders, the corresponding signs and markings will be installed within 16 weeks.

The Honorable Board of Supervisors
June 3, 2025
Page 7

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Traffic Safety and Mobility Division. Also, please forward adopted copies of this Board letter to the Sheriff's Department, Parking Enforcement Detail; and the California Highway Patrol's South Los Angeles office.

Respectfully submitted,

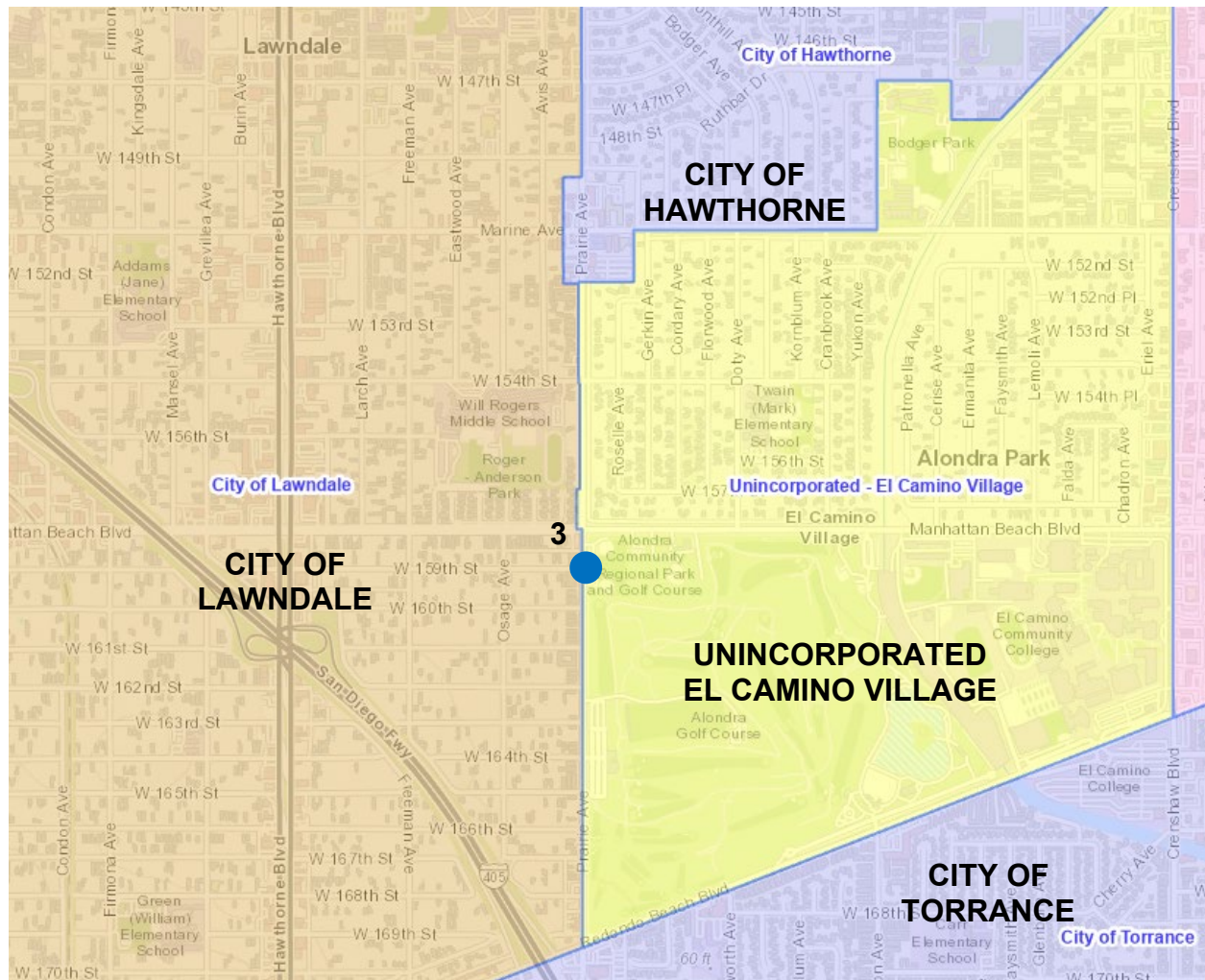
MARK PESTRELLA, PE
Director of Public Works

MP:EK:vr

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors
Sheriff's Department (Parking Enforcement Detail)
California Highway Patrol (South Los Angeles)

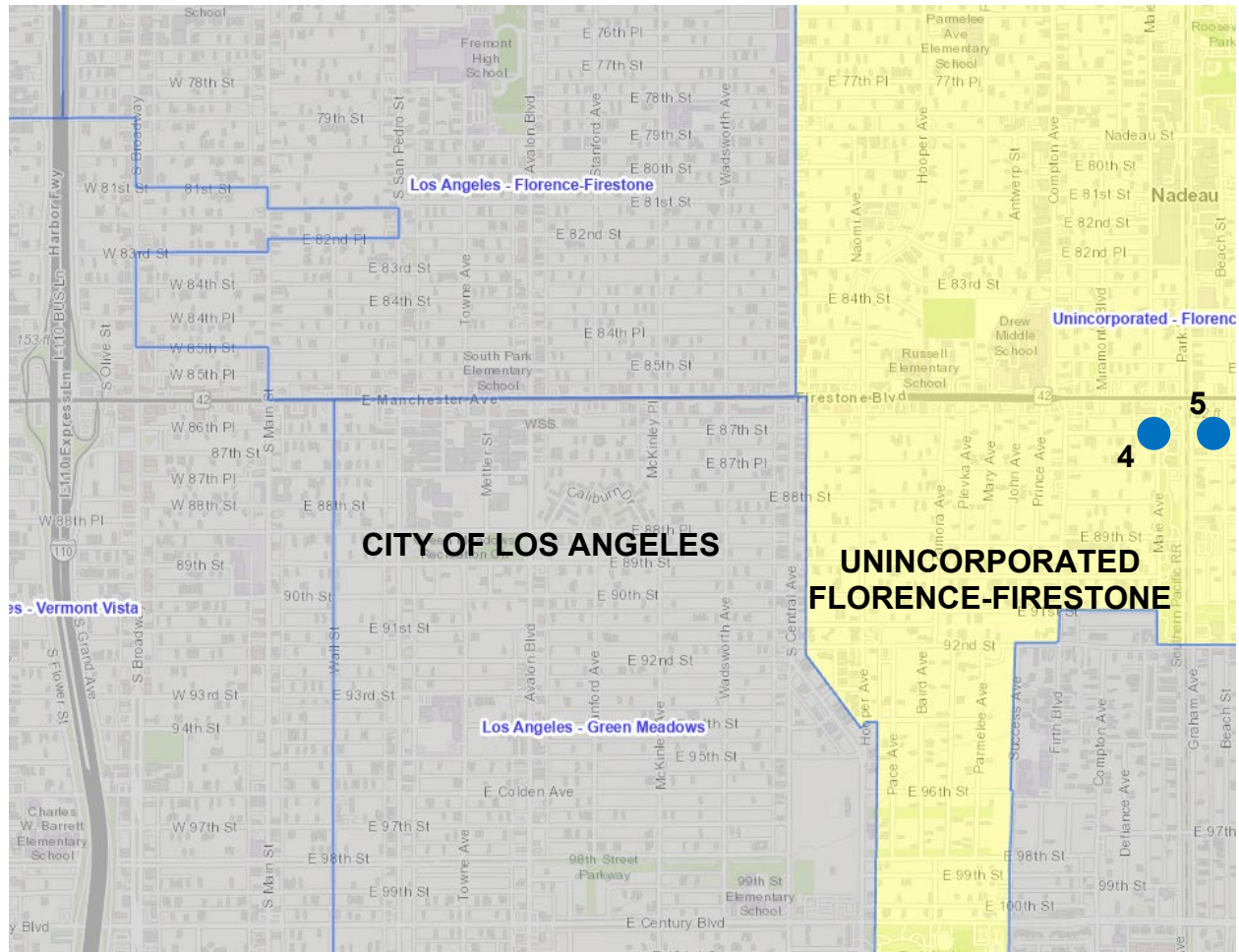
**ENCLOSURE A
PROPOSED TRAFFIC REGULATIONS
EL CAMINO VILLAGE
SUPERVISORIAL DISTRICT 2**



● Item for adoption in the Board letter

June 3, 2025

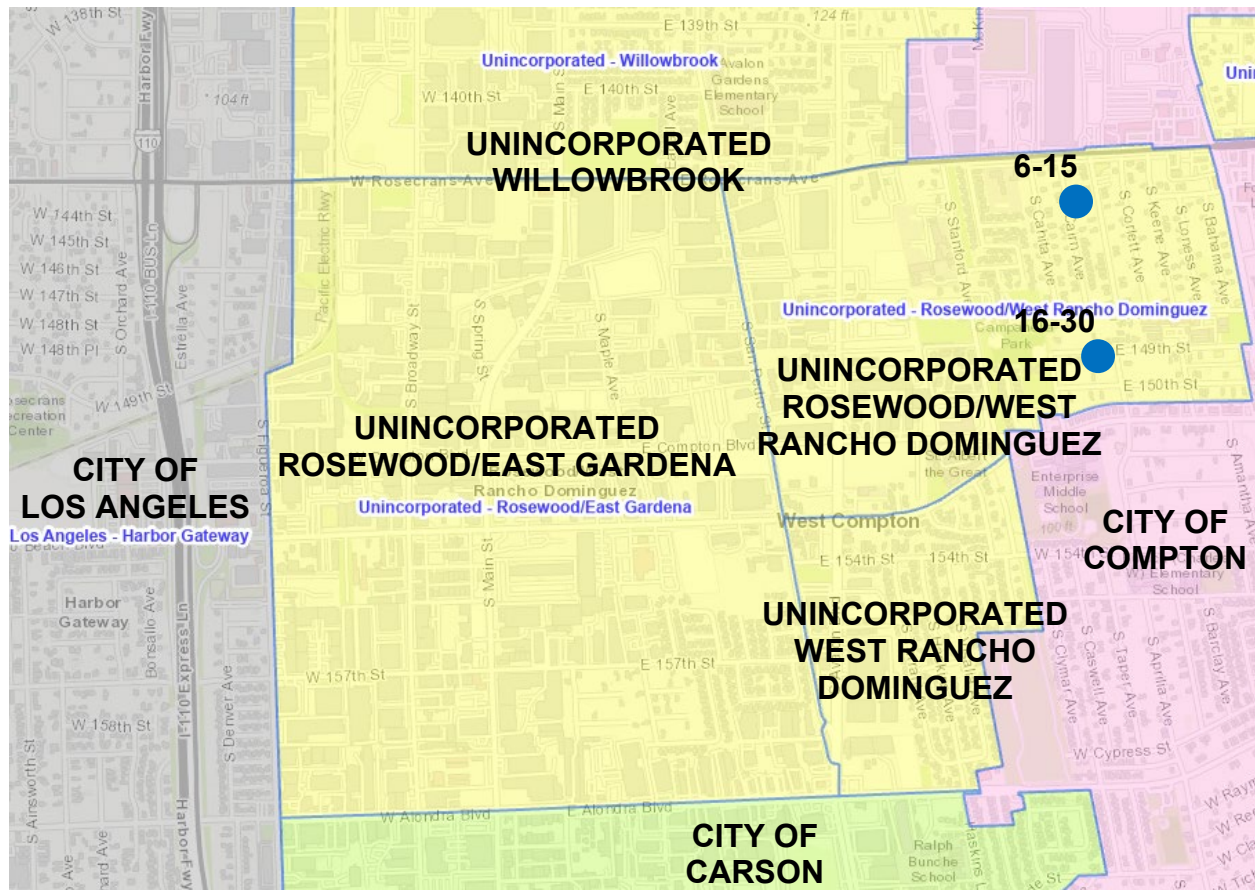
ENCLOSURE B
PROPOSED TRAFFIC REGULATIONS
FLORENCE-FIRESTONE
SUPERVISORIAL DISTRICT 2



● Items for adoption in the Board letter

June 3, 2025

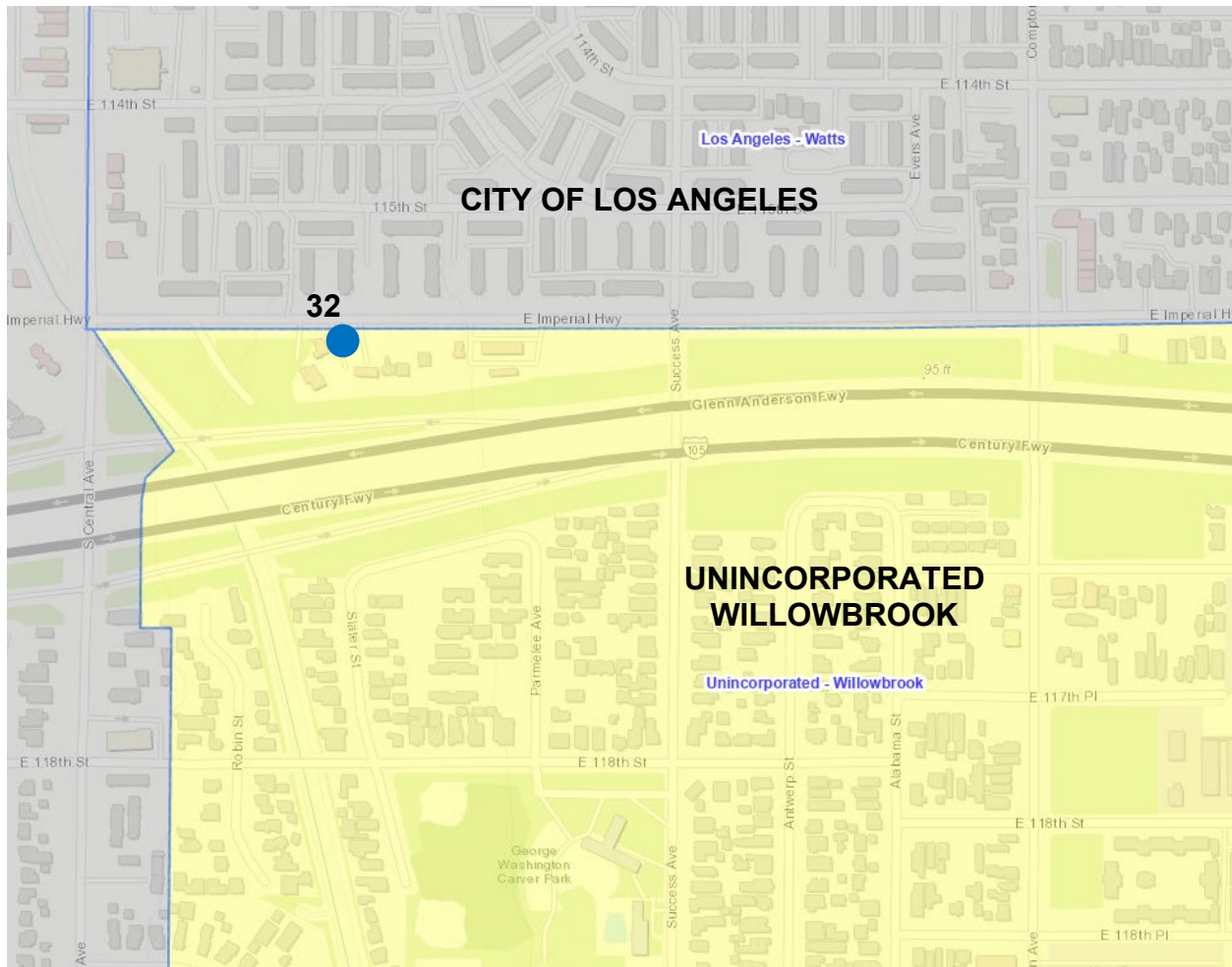
**ENCLOSURE C
PROPOSED TRAFFIC REGULATIONS
ROSEWOOD/WEST RANCHO DOMINGUEZ
SUPERVISORIAL DISTRICT 2**



● Items for adoption in the Board letter

June 3, 2025

**ENCLOSURE D
PROPOSED TRAFFIC REGULATIONS
WILLOWBROOK
SUPERVISORIAL DISTRICT 2**



● Item for adoption in the Board letter

June 3, 2025

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/14/2025		
BOARD MEETING DATE	6/3/2025		
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	Santa Monica Canyon Channel Grant of Easement		
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: \$52,500	Funding source: B07-Flood Control District Fund	
	TERMS (if applicable):		
	Explanation: Mr. Alexander Liberman and Ms. Meredith Darrow deposited \$52,500 for the grant of easement, which represents fair market value. 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 for ingress and egress purposes from the Los Angeles County Flood Control District to Mr. Liberman and Ms. Darrow.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Mr. Liberman and Ms. Darrow requested an easement for ingress and egress purposes with the right to construct, use, repair, and maintain a prefabricated bridge. The recommended actions will benefit Mr. Liberman and Ms. Darrow by providing improved access to their property.		
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

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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:

June 3, 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 MR. ALEXANDER LIBERMAN AND MS. MEREDITH DARROW
SANTA MONICA CANYON CHANNEL, PARCEL 64GE.1
IN THE PACIFIC PALISADES COMMUNITY
OF THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to grant an easement for ingress and egress purposes affecting Parcel 64GE.1 related to the Santa Monica Canyon Channel, in the Pacific Palisades community of the City of Los Angeles, from the Los Angeles County Flood Control District to Mr. Alexander Liberman and Ms. Meredith Darrow.

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

1. Find that the proposed project is exempt from the 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 ingress and egress purposes affecting Parcel 64GE.1 related to the Santa Monica Canyon Channel, in the Pacific Palisades community of the City of Los Angeles, 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 ingress and egress purposes affecting Parcel 64GE.1 related to the Santa Monica Canyon Channel, in the Pacific Palisades community of the City of Los Angeles, from the Los Angeles County Flood Control District to Mr. Alexander Liberman and Ms. Meredith Darrow.
4. Delegate authority to the Chief Engineer of the Los Angeles Flood Control District or his designee to execute the Easement document and authorize delivery to Mr. Alexander Liberman and Ms. Meredith Darrow.

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 and allow the Los Angeles County Flood Control District to grant an easement for ingress and egress purposes affecting Parcel 64GE.1 related to the Santa Monica Canyon Channel, in the Pacific Palisades community of the City of Los Angeles, as shown on the enclosed map, to Mr. Alexander Liberman and Ms. Meredith Darrow.

Mr. Liberman and Ms. Darrow requested an easement for ingress and egress purposes with the right to construct, use, repair, and maintain a prefabricated bridge.

The recommended actions will benefit Mr. Liberman and Ms. Darrow by providing improved access to their property.

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 promote fiscal responsibility.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Mr. Liberman and Ms. Darrow deposited \$52,500 for the grant of easement, which represents fair market value. 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 the Santa Monica Canyon Channel for possible transportation, utility, recreational corridors, or flood control purposes. The instrument reserves paramount rights to use the 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 project authorizes a grant of easement to Mr. Liberman and Ms. Darrow, which is within the class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15303 (e) and 15305 (a) of the California Environmental Quality Act Guidelines and Classes 3(b) and 5(a) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, dealing with new construction of an appurtenant structure and minor alterations in land use. 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
June 3, 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,

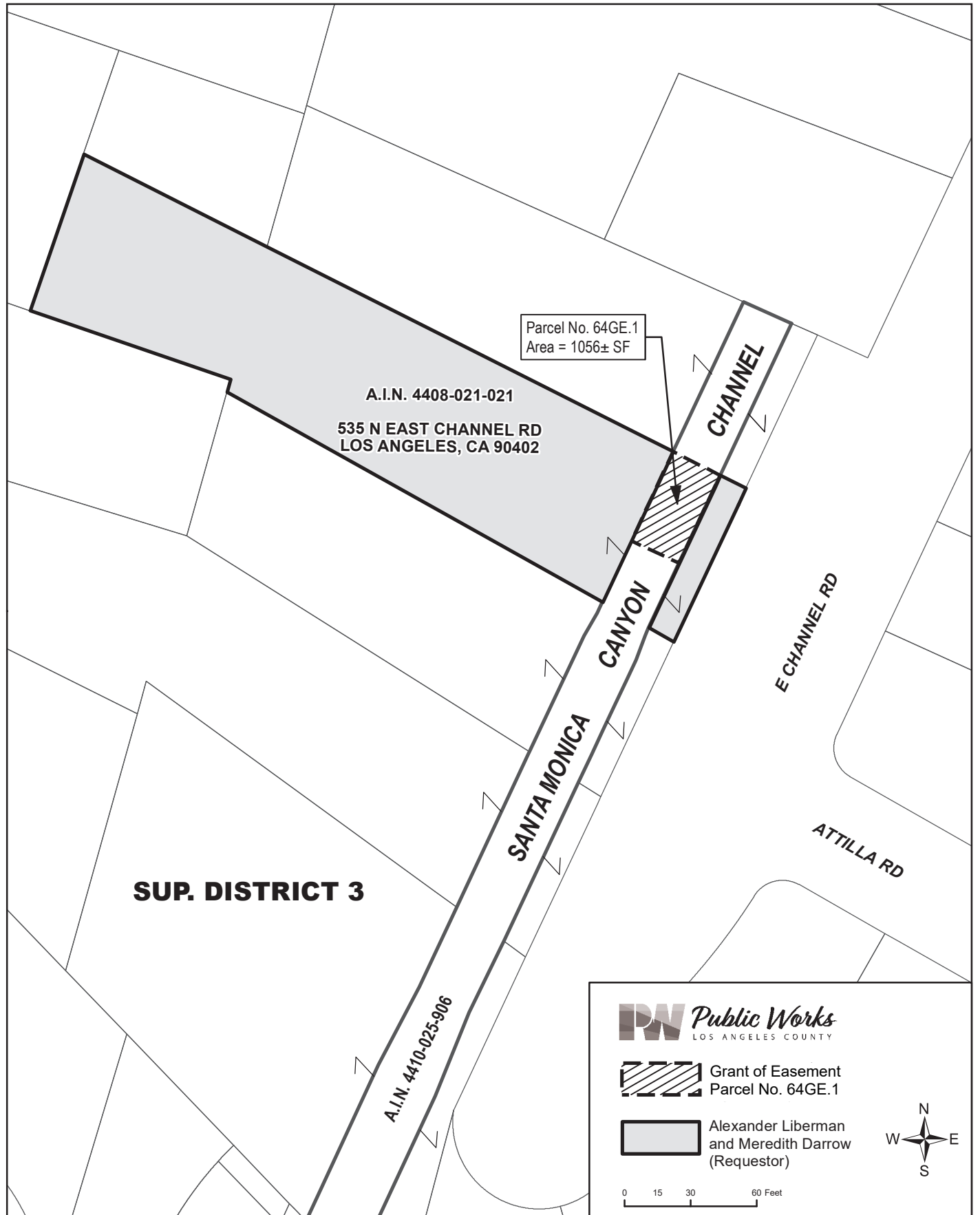
MARK PESTRELLA, PE
Director of Public Works

MP:GE:do

Enclosure

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

GRANT OF EASEMENT IN SANTA MONICA CANYON CHANNEL PACIFIC PALISADES COMMUNITY OF THE CITY OF LOS ANGELES



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/14/2025	
BOARD MEETING DATE	6/3/2025	
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 checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Los Angeles County Waterworks Districts Standby Charges – Fiscal Year 2025-26	
PROGRAM	County General Fund	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The Board letter must be adopted prior to performing the standby charge calculations and assessments, which are scheduled to take place in July 2025. The deadline to submit standby charges into the Auditor-Controller database is August 1, 2025, for Fiscal Year 2025-26.	
COST & FUNDING	Total cost: None; \$1,900,000 (revenue)	Funding source: Property tax bills issued by the Los Angeles County Treasurer and Tax Collector.
	TERMS (if applicable):	
	Explanation: This action will allow the Los Angeles County Waterworks Districts to collect approximately \$1,900,000 in revenue in order to partially fund the Waterworks Districts' Fiscal Year 2025-26 Budget. The funds will be collected through property tax bills issued by the Los Angeles County Treasurer and Tax Collector. Revenue from standby charges will be deposited in the Accumulative Capital Outlay Fund of the respective Waterworks District.	
PURPOSE OF REQUEST	The purpose of the recommended action is to allow the Waterworks Districts to continue to collect approximately \$1,900,000 in standby charges during Fiscal Year 2025-26 to fund water system capital improvement projects.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The water service standby or immediate availability charge is a direct assessment for the annual property tax that is charged to every parcel within the Waterworks Districts whether the water service is used or not. The standby charge is used to partially finance water system capital improvement projects within the Waterworks Districts.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	

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



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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<http://dpw.lacounty.gov>

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

June 3, 2025

IN REPLY PLEASE

REFER TO FILE:

WW-4

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICTS NOS. 21-KAGEL CANYON,
29-MALIBU, 36-VAL VERDE, 37-ACTON, AND 40-ANTELOPE VALLEY
RECOMMENDATION FOR CONTINUATION OF WATER SERVICE AVAILABILITY
STANDBY CHARGES FOR FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICTS 3 AND 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to authorize the Los Angeles County Waterworks Districts to continue to collect Water Service Availability Standby Charges during Fiscal Year 2025-26 to fund water system capital improvement projects.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NOS. 21-KAGEL CANYON, 29-MALIBU, 36-VAL VERDE, 37-ACTON, AND 40-ANTELOPE VALLEY:

1. Find that the approval of the respective standby charges is not a project under the California Environmental Quality Act for the reasons stated in this Board letter.
2. Find that the Water Service Availability Standby Charges, authorized by Section 55501.5 of the State Water Code, are to partially finance maintenance and operating expenses and fund water system capital improvement projects within existing service areas.
3. Adopt the Water Service Availability Standby Charges for Fiscal Year 2025-26 to collect approximately \$1,900,000 in revenue in order to partially finance maintenance and operating expenses and fund water system capital improvement projects.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to allow the Los Angeles County Waterworks Districts to continue to collect approximately \$1,900,000 in standby charges during Fiscal Year 2025-26 to fund water system capital improvement projects.

The water service standby or immediate availability charge is a direct assessment for the annual property tax that is charged to every parcel within the Waterworks Districts whether the water service is used or not. Standby charges provide equity between existing ratepayers and future customers by distributing the cost to maintain the water system to owners of unimproved property that may eventually be developed. The Waterworks Districts utilize standby charges to partially finance maintenance and operating expenses and water system capital improvement projects within the Waterworks Districts. The standby charge is calculated based on the size of the parcel and its distance from and frontage along, if applicable, the nearest water main. Depending on these factors, the standby charge can vary from a flat fee of \$5 per parcel to a fee of \$30 per acre. The number of assessed parcels and standby charges collected per Waterworks District are provided in Exhibit L (enclosed).

The State Water Code also allows standby charges to be used to finance maintenance and operation expenses of an existing water system. Standby charges were instituted by the Board of Supervisors in 1978 to cover the Waterworks Districts' revenue shortfall that resulted from the passage of Proposition 13 property tax reform laws.

Since the Board item does not propose new or increased water service standby charges, a public hearing is not required and Proposition 218 is not triggered. The relevant statutes are Government Code Section 54984.7 and Water Code Section 55501.5.

Approval of the recommended actions will not result in an increase of fees per parcel. There is no change in the rates for the water service availability standby charges from Fiscal Year 2024-25 to Fiscal Year 2025-26.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy i, Maximize Revenue, by collecting the applicable tax revenue to fund the maintenance, operations, and capital improvements necessary to provide reliable water service to customers.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

This action will allow the Waterworks Districts to collect approximately \$1,900,000 in revenue, as set forth in Exhibits A through K, to fund water system capital improvement projects. The projected revenue is included in the Los Angeles County Waterworks Districts, Accumulative Capital Outlay Funds (WWs-Revenue Source 9108) Fiscal Year 2025-26 Budgets. The funds will be collected through property tax bills issued by the Los Angeles County Treasurer and Tax Collector. Revenue from standby charges will be deposited in the Accumulative Capital Outlay Fund of the respective Waterworks District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 55501.5 of the State Water Code authorizes the collection of Water Service Availability Standby Charges on each parcel within the Waterworks Districts. There is no change in the rates for the Water Service Availability Standby Charges from Fiscal Year 2024-25 to Fiscal Year 2025-26. The Board must adopt the standby charges annually.

ENVIRONMENTAL DOCUMENTATION

These 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 California Public Resources Code and Section 15378(b) of the CEQA Guidelines. The proposed actions would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended services.

The Honorable Board of Supervisors
June 3, 2025
Page 4

CONCLUSION

Please return an adopted copy of this Board letter to Public Works, Waterworks Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:CH:jc

Enclosures

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

EXHIBIT "A"

PROPOSED WATER SERVICE AVAILABILITY STANDBY CHARGES**** FOR FISCAL YEAR 2025-26 LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 21, KAGEL CANYON

- I. WATER SERVICE AVAILABILITY STANDBY CHARGE FOR EACH PARCEL*
LESS THAN 1 ACRE IN NET AREA**
- A. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel area is located within 660 feet of the water main\$15.00
 - B. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel area is located beyond 660 feet from the water main\$12.00
 - C. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel area is located within 660 feet of the water main\$12.00
 - D. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and all or the majority of the parcel area is located beyond 660 feet from the water main.\$9.00
-

*Parcel is the area of land assigned an Assessor's Map book, page, and parcel numbers, as a separate parcel, and used by the Auditor-Controller and Tax and Revenue Collector for purposes of preparing a property tax bill. A parcel may be the whole or part of one lot or parcel of a division of land or may be the combination of whole lots or parcels or portions thereof. Right of way includes public streets and highways, private streets, and easements of the Waterworks District. Direct access is other rights of way that do not contain water mains.

**Area of parcel is exclusive of public or private streets as shown on the Assessor's Map. All distances given are from the nearest portion of the water main.

***Charge will be prorated for fractional acreage portions of parcels located within 660 feet between 660 feet and 1,320 feet and beyond 1,320 feet from the water main.

****Standby charges are annual charges appearing in the Property Tax Bill and must be approved yearly by the Waterworks District's Board of Supervisors before they can be applied.

Note: Standby charges were first adopted in Fiscal Year 1984-85 and have been adopted each year since that time through Fiscal Year 2024-25. The rates shown hereon are the same as the rates previously used.

EXHIBIT "A" (Cont.)

II. WATER SERVICE AVAILABILITY STANDBY CHARGE PER ACRE* FOR PARCELS* 1 ACRE OR MORE IN NET AREA****

- A. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$30.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$24.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$12.00
- B. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.
1. For that portion of the parcel located within 660 feet of the water main \$27.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$21.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$9.00
- C. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$24.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$15.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$6.00

EXHIBIT "A" (Cont.)

D. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.

1. For that portion of the parcel located within 660 feet of the water main
..... \$21.00
2. For that portion of the parcel located between 660 feet and 1,320 feet from
the water main \$12.00
3. For that portion of the parcel located beyond 1,320 feet from the water main
..... \$6.00

EXHIBIT "B"

PROPOSED WATER SERVICE AVAILABILITY STANDBY CHARGES** FOR FISCAL YEAR 2025-26 LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU**

I. WATER SERVICE AVAILABILITY STANDBY CHARGE FOR EACH PARCEL* LESS THAN 1 ACRE IN NET AREA**

- A. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel area is located within 660 feet of the water main \$15.00
 - B. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel area is located beyond 660 feet from the water main \$12.00
 - C. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel area is located within 660 feet of the water main \$12.00
 - D. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and all or the majority of the parcel area is located beyond 660 feet from the water main..... \$9.00
-

*Parcel is the area of land assigned an Assessor's Map book, page, and parcel numbers, as a separate parcel, and used by the Auditor-Controller and Tax and Revenue Collector for purposes of preparing a property tax bill. A parcel may be the whole or part of one lot or parcel of a division of land, or may be the combination of whole lots or parcels or portions thereof. Right of way includes public streets and highways, private streets, and easements of the Waterworks District. Direct access is other rights of way that do not contain water mains.

**Area of parcel is exclusive of public or private streets as shown on the Assessor's Map. All distances given are from the nearest portion of the water main.

***Charge will be prorated for fractional acreage portions of parcels located within 660 feet, between 660 feet and 1,320 feet, and beyond 1,320 feet from the water main.

****Standby charges are annual charges appearing in the Property Tax Bill and must be approved yearly by the Waterworks District's Board of Supervisors before they can be applied.

Note: Standby charges were first adopted in Fiscal Year 1980-81 and have been adopted each year since that time through Fiscal Year 2024-25. The rates shown hereon are the same as the rates previously used.

EXHIBIT "B" (Cont.)

II. WATER SERVICE AVAILABILITY STANDBY CHARGE PER ACRE* FOR PARCELS* 1 ACRE OR MORE IN NET AREA****

- A. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel is located within 660 feet of the water main.
 - 1. For that portion of the parcel located within 660 feet of the water main \$30.00
 - 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$24.00
 - 3. For that portion of the parcel located beyond 1,320 feet from the water main \$16.00
- B. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.
 - 1. For that portion of the parcel located within 660 feet of the water main \$27.00
 - 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$21.00
 - 3. For that portion of the parcel located beyond 1,320 feet from the water main \$14.00
- C. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located within 660 feet of the water main.
 - 1. For that portion of the parcel located within 660 feet of the water main \$27.00
 - 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$21.00
 - 3. For that portion of the parcel located beyond 1,320 feet from the water main \$14.00

EXHIBIT "B" (Cont.)

D. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.

1. For that portion of the parcel located within 660 feet of the water main
..... \$24.00
2. For that portion of the parcel located between 660 feet and 1,320 feet from
the water main \$15.00
3. For that portion of the parcel located beyond 1,320 feet from the water main
..... \$12.00

EXHIBIT "C"

PROPOSED WATER SERVICE AVAILABILITY STANDBY CHARGES** FOR FISCAL YEAR 2025-26 LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 36, VAL VERDE**

**I. WATER SERVICE AVAILABILITY STANDBY CHARGE FOR EACH PARCEL*
LESS THAN 1 ACRE IN NET AREA****

- A. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel area is located within 660 feet of the water main \$6.00
- B. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel area is located beyond 660 feet from the water main \$5.50
- C. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel area is located within 660 feet of the water main \$5.50
- D. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and all or the majority of the parcel area is located beyond 660 feet from the water main..... \$5.00

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**Area of parcel is exclusive of public or private streets as shown on the Assessor's Map. All distances given are from the nearest portion of the water main.

***Charge will be prorated for fractional acreage portions of parcels located within 660 feet, between 660 feet and 1,320 feet, and beyond 1,320 feet from the water main.

****Standby charges are annual charges appearing in the Property Tax Bill and must be approved yearly by the Waterworks District's Board of Supervisors before they can be applied.

Note: Standby charges were first adopted in Fiscal Year 1976-77 and were adopted subsequently for Fiscal Years 1977-78 through 1981-82. Adoption resumed again in Fiscal Year 1984-85 and have been adopted each year since that time through Fiscal Year 2024-25. The rates shown hereon are the same as the rates previously used.

EXHIBIT "C" (Cont.)

II. WATER SERVICE AVAILABILITY STANDBY CHARGE PER ACRE* FOR PARCELS* 1 ACRE OR MORE IN NET AREA****

- A. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$12.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$11.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$9.00
- B. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.
1. For that portion of the parcel located within 660 feet of the water main \$11.50
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$10.50
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$7.50
- C. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$11.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$9.50
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$6.00

EXHIBIT "C" (Cont.)

D. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.

1. For that portion of the parcel located within 660 feet of the water main
..... \$10.50
2. For that portion of the parcel located between 660 feet and 1,320 feet from
the water main \$9.00
3. For that portion of the parcel located beyond 1,320 feet from the water main
..... \$5.50

EXHIBIT "D"

PROPOSED WATER SERVICE AVAILABILITY STANDBY CHARGES** FOR FISCAL YEAR 2025-26 LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 37, ACTON**

I. WATER SERVICE AVAILABILITY STANDBY CHARGE FOR EACH PARCEL* LESS THAN 1 ACRE IN NET AREA**

- A. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel area is located within 660 feet of the water main \$15.00
 - B. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel area is located beyond 660 feet from the water main \$12.00
 - C. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel area is located within 660 feet of the water main \$12.00
 - D. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and all or the majority of the parcel area is located beyond 660 feet from the water main..... \$9.00
-

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**Area of parcel is exclusive of public or private streets as shown on the Assessor's Map. All distances given are from the nearest portion of the water main.

***Charge will be prorated for fractional acreage portions of parcels located within 660 feet, between 660 feet and 1,320 feet, and beyond 1,320 feet from the water main.

****Standby charges are annual charges appearing in the Property Tax Bill and must be approved yearly by the Waterworks District's Board of Supervisors before they can be applied.

Note: Standby charges were first adopted in Fiscal Year 1978-79 and have been adopted each year since that time through Fiscal Year 2024-25. The rates shown hereon are the same as the rates previously used.

EXHIBIT "D" (Cont.)

II. WATER SERVICE AVAILABILITY STANDBY CHARGE PER ACRE* FOR PARCELS* 1 ACRE OR MORE IN NET AREA****

- A. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$30.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$24.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$16.00
- B. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.
1. For that portion of the parcel located within 660 feet of the water main \$27.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$21.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$14.00
- C. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$27.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$21.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$14.00

EXHIBIT "D" (Cont.)

D. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.

1. For that portion of the parcel located within 660 feet of the water main
..... \$24.00
2. For that portion of the parcel located between 660 feet and 1,320 feet from
the water main \$15.00
3. For that portion of the parcel located beyond 1,320 feet from the water main
..... \$12.00

EXHIBIT "E"

PROPOSED WATER SERVICE AVAILABILITY STANDBY CHARGES**
FOR FISCAL YEAR 2025-26
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
(REGION 4, LANCASTER)**

**I. WATER SERVICE AVAILABILITY STANDBY CHARGE FOR EACH PARCEL*
LESS THAN 1 ACRE IN NET AREA****

- A. The charge for a parcel that has less than 1 acre irrespective of distance from an existing water main \$10.00
-

*Parcel is the area of land assigned an Assessor's Map book, page, and parcel numbers, as a separate parcel, and used by the Auditor-Controller and Tax and Revenue Controller for purposes of preparing a property tax bill. A parcel may be the whole or part of one lot or parcel of a division of land, or may be the combination of whole lots or parcels or portions thereof. Right of way includes public streets and highways, private streets, and easements of the Waterworks District.

**Area of parcel is exclusive of public or private streets as shown on the Assessor's Map. All distances given are from the nearest portion of the water main.

***Charge will be prorated for fractional acreage portions of parcels located within 660 feet, between 660 feet and 1,320 feet, and beyond 1,320 feet from the water main.

****Standby charges are annual charges appearing in the Property Tax Bill and must be approved yearly by the Waterworks District's Board of Supervisors before they can be applied.

Note: Standby charges were established in Fiscal Year 1987-88 and have been adopted each year since that time through Fiscal Year 2024-25. The rates shown hereon are the same as the rates previously used.

**II. WATER SERVICE AVAILABILITY STANDBY CHARGE PER ACRE FOR
PARCELS* 1 ACRE OR MORE IN NET AREA****

- A. The charge per acre for a parcel that has one or more acres irrespective of distance from an existing water main..... \$10.00

EXHIBIT "F"

PROPOSED WATER SERVICE AVAILABILITY STANDBY CHARGES** FOR FISCAL YEAR 2025-26 LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY (REGION 24, PEARBLOSSOM)**

I. WATER SERVICE AVAILABILITY STANDBY CHARGE FOR EACH PARCEL* LESS THAN 1 ACRE IN NET AREA**

- A. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel area is located within 660 feet of the water main \$15.00
 - B. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel area is located beyond 660 feet from the water main \$12.00
 - C. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel area is located within 660 feet of the water main \$12.00
 - D. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and all or the majority of the parcel area is located beyond 660 feet from the water main..... \$9.00
-

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**Area of parcel is exclusive of public or private streets as shown on the Assessor's Map. All distances given are from the nearest portion of the water main.

***Charge will be prorated for fractional acreage portions of parcels located within 660 feet, between 660 feet and 1,320 feet, and beyond 1,320 feet from the water main.

****Standby charges are annual charges appearing in the Property Tax Bill and must be approved yearly by the Waterworks District's Board of Supervisors before they can be applied.

Note: Standby charges were first adopted in Fiscal Year 1978-79 and have been adopted each year since that time through Fiscal Year 2024-25. The rates shown hereon are the same as the rates previously used.

EXHIBIT "F" (Cont.)

II. WATER SERVICE AVAILABILITY STANDBY CHARGE PER ACRE* FOR PARCELS* 1 ACRE OR MORE IN NET AREA****

- A. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel is located within 660 feet of the water main.
 - 1. For that portion of the parcel located within 660 feet of the water main \$28.74
 - 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$23.17
 - 3. For that portion of the parcel located beyond 1,320 feet from the water main \$11.58
- B. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.
 - 1. For that portion of the parcel located within 660 feet of the water main \$25.74
 - 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$20.16
 - 3. For that portion of the parcel located beyond 1,320 feet from the water main \$8.58
- C. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located within 660 feet of the water main.
 - 1. For that portion of the parcel located within 660 feet of the water main \$23.17
 - 2. For that portion of the parcel located between 660 feet and, 320 feet from the water main \$14.59
 - 3. For that portion of the parcel located beyond 1,320 feet from the water main \$6.00

EXHIBIT "F" (Cont.)

D. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.

1. For that portion of the parcel located within 660 feet of the water main
..... \$20.16
2. For that portion of the parcel located between 660 feet and 1,320 feet from
the water main \$11.58
3. For that portion of the parcel located beyond 1,320 feet from the water main
..... \$6.00

EXHIBIT "G"

PROPOSED WATER SERVICE AVAILABILITY STANDBY CHARGES** FOR FISCAL YEAR 2025-26 LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY (REGION 27, LITTLEROCK)**

I. WATER SERVICE AVAILABILITY STANDBY CHARGE FOR EACH PARCEL* LESS THAN 1 ACRE IN NET AREA**

- A. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel area is located within 660 feet of the water main \$15.00
 - B. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel area is located beyond 660 feet from the water main \$12.00
 - C. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel area is located within 660 feet of the water main \$12.00
 - D. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and all or the majority of the parcel area is located more than 660 feet from the water main \$9.00
-

*Parcel is the area of land assigned an Assessor's Map book, page, and parcel numbers, as a separate parcel, and used by the Auditor-Controller and Tax and Revenue Collector for purposes of preparing a property tax bill. A parcel may be the whole or part of one lot or parcel of a division of land, or may be the combination of whole lots or parcels or portions thereof. Right of way includes public streets and highways, private streets, and easements of the Waterworks District. Direct access is other rights of way that do not contain water mains.

**Area of parcel is exclusive of public or private streets as shown on the Assessor's Map. All distances given are from the nearest portion of the water main.

***Charge will be prorated for fractional acreage portions of parcels located within 660 feet, between 660 feet and 1,320 feet, and beyond 1,320 feet from the water main.

****Standby charges are annual charges appearing in the Property Tax Bill and must be approved yearly by the Waterworks District's Board of Supervisors before they can be applied.

Note: Standby charges were first adopted in Fiscal Year 1976-77 and have been adopted each year since that time through Fiscal Year 2024-25. The rates shown hereon are the same as the rates previously used.

EXHIBIT "G" (Cont.)

II. WATER SERVICE AVAILABILITY STANDBY CHARGE PER ACRE*** FOR PARCELS* 1 ACRE OR MORE IN NET AREA**

A. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel is located within 660 feet of the water main.

1. For that portion of the parcel located within 660 feet of the water main \$30.00

2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$24.00

3. For that portion of the parcel located beyond 1,320 feet from the water main \$12.00

B. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.

1. For that portion of the parcel located within 660 feet of the water main \$27.00

2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$21.00

3. For that portion of the parcel located beyond 1,320 feet from the water main \$9.00

C. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located within 660 feet of the water main.

1. For that portion of the parcel located within 660 feet of the water main \$24.00

2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$15.00

3. For that portion of the parcel located beyond 1,320 feet from the water main \$6.00

EXHIBIT "G" (Cont.)

D. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.

1. For that portion of the parcel located within 660 feet of the water main
..... \$21.00
2. For that portion of the parcel located between 660 feet and 1,320 feet from
the water main \$12.00
3. For that portion of the parcel located beyond 1,320 feet from the water main
..... \$6.00

EXHIBIT "H"

PROPOSED WATER SERVICE AVAILABILITY STANDBY CHARGES** FOR FISCAL YEAR 2025-26 LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY (REGION 33, SUN VILLAGE)**

I. WATER SERVICE AVAILABILITY STANDBY CHARGE FOR EACH PARCEL* LESS THAN 1 ACRE IN NET AREA**

- A. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel area is located within 660 feet of the water main \$15.00
 - B. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel area is located beyond 660 feet from the water main \$12.00
 - C. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel area is located within 660 feet of the water main \$12.00
 - D. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and all or the majority of the parcel area is located beyond 660 feet from the water mains..... \$9.00
-

*Parcel is the area of land assigned an Assessor's Map book, page, and parcel numbers, as a separate parcel, and used by the Auditor-Controller and Tax and Revenue Collector for purposes of preparing a property tax bill. A parcel may be the whole or part of one lot or parcel of a division of land, or may be the combination of whole lots or parcels or portions thereof. Right of way includes public streets and highways, private streets, and easements of the Waterworks District. Direct access is other rights of way that do not contain water mains.

**Area of parcel is exclusive of public or private streets as shown on the Assessor's Map. All distances given are from the nearest portion of the water main.

***Charge will be prorated for fractional acreage portions of parcels located within 660 feet, between 660 feet and 1,320 feet, and beyond 1,320 feet from the water main.

****Standby charges are annual charges appearing in the Property Tax Bill and must be approved yearly by the Waterworks District's Board of Supervisors before they can be applied.

Note: Standby charges were first adopted in Fiscal Year 1978-79 and have been adopted each year since that time through Fiscal Year 2024-25. The rates shown hereon are the same as the rates previously used.

EXHIBIT "H" (Cont.)

II. WATER SERVICE AVAILABILITY STANDBY CHARGE PER ACRE* FOR PARCELS* 1 ACRE OR MORE IN NET AREA****

- A. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$30.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$24.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$16.00
- B. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.
1. For that portion of the parcel located within 660 feet of the water main \$27.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$21.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$14.00
- C. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$27.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$21.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$14.00

EXHIBIT "H" (Cont.)

D. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.

1. For that portion of the parcel located within 660 feet of the water main
..... \$24.00
2. For that portion of the parcel located between 660 feet and 1,320 feet from
the water main \$15.00
3. For that portion of the parcel located beyond 1,320 feet from the water main
..... \$12.00

EXHIBIT "I"

PROPOSED WATER SERVICE AVAILABILITY STANDBY CHARGES**
FOR FISCAL YEAR 2025-26
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
(REGION 34, DESERT VIEW HIGHLANDS)**

**I. WATER SERVICE AVAILABILITY STANDBY CHARGE FOR EACH PARCEL*
LESS THAN 1 ACRE IN NET AREA****

- A. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel area is located within 660 feet of the water main \$15.00
 - B. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel area is located beyond 660 feet from the water main \$12.00
 - C. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel area is located within 660 feet of the water main \$12.00
 - D. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and all or the majority of the parcel area is located beyond 660 feet from the water main..... \$9.00
-

*Parcel is the area of land assigned an Assessor's Map book, page, and parcel numbers, as a separate parcel, and used by the Auditor-Controller and Tax and Revenue Collector for purposes of preparing a property tax bill. A parcel may be the whole or part of one lot or parcel of a division of land, or may be the combination of whole lots or parcels or portions thereof. Right of way includes public streets and highways, private streets, and easements of the Waterworks District. Direct access is other rights of way that do not contain water mains.

**Area of parcel is exclusive of public or private streets as shown on the Assessor's Map. All distances given are from the nearest portion of the water main.

***Charge will be prorated for fractional acreage portions of parcels located within 660 feet, between 660 feet and 1,320 feet, and beyond 1,320 feet from the water main.

****Standby charges are annual charges appearing in the Property Tax Bill and must be approved yearly by the Waterworks District's Board of Supervisors before they can be applied.

Note: Standby charges were first adopted in Fiscal Year 1978-79 and have been adopted each year since that time through Fiscal Year 2024-25. The rates shown hereon are the same as the rates previously used.

EXHIBIT "I" (Cont.)

II. WATER SERVICE AVAILABILITY STANDBY CHARGE PER ACRE* FOR PARCELS* 1 ACRE OR MORE IN NET AREA****

- A. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$30.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$24.00
 3. For that portion of the parcel located beyond 1,320 feet beyond the water main \$12.00
- B. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.
1. For that portion of the parcel located within 660 feet of the water main \$27.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$21.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$9.00
- C. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$24.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$15.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$6.00

EXHIBIT "I" (Cont.)

D. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.

1. For that portion of the parcel located within 660 feet of the water main
..... \$21.00
2. For that portion of the parcel located between 660 feet and 1,320 feet from
the water main \$12.00
3. For that portion of the parcel located beyond 1,320 feet from the water main
..... \$6.00

EXHIBIT "J"

PROPOSED WATER SERVICE AVAILABILITY STANDBY CHARGES**
FOR FISCAL YEAR 2025-26
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
(REGION 38, LAKE LOS ANGELES)**

**I. WATER SERVICE AVAILABILITY STANDBY CHARGE FOR EACH PARCEL*
LESS THAN 1 ACRE IN NET AREA****

- A. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel area is located within 660 feet of the water main \$15.00
 - B. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel area is located beyond 660 feet from the water main \$12.00
 - C. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel area is located within 660 feet of the water main \$12.00
 - D. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and all or the majority of the parcel area is located beyond 660 feet from the water main..... \$9.00
-

*Parcel is the area of land assigned an Assessor's Map book, page, and parcel numbers, as a separate parcel, and used by the Auditor-Controller and Tax and Revenue Collector for purposes of preparing a property tax bill. A parcel may be the whole or part of one lot or parcel of a division of land, or may be the combination of whole lots or parcels or portions thereof. Right of way includes public streets and highways, private streets, and easements of the Waterworks District. Direct access is other rights of way that do not contain water mains.

**Area of parcel is exclusive of public or private streets as shown on the Assessor's Map. All distances given are from the nearest portion of the water main.

***Charge will be prorated for fractional acreage portions of parcels located within 660 feet, between 660 feet and 1,320 feet, and beyond 1,320 feet from the water main.

****Standby charges are annual charges appearing in the Property Tax Bill and must be approved yearly by the Waterworks District's Board of Supervisors before they can be applied.

Note: Standby charges were first adopted in Fiscal Year 1976-77 and have been adopted each year since that time through Fiscal Year 2024-25. The rates shown hereon are the same as the rates previously used.

EXHIBIT "J" (Cont.)

II. WATER SERVICE AVAILABILITY STANDBY CHARGE PER ACRE* FOR PARCELS* 1 ACRE OR MORE IN NET AREA****

- A. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$30.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$24.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$12.00
- B. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.
1. For that portion of the parcel located within 660 feet of the water main \$27.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$21.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$9.00
- C. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$24.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$15.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$6.00

EXHIBIT "J" (Cont.)

- D. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.
1. For that portion of the parcel located within 660 feet of the water main \$21.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$12.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$16.00
- E. The charge per acre for the parcel encumbered by a park and recreation easement granted to a County of Los Angeles Landscaping and Lighting Act District enabling the public to use and enjoy the parcel for park and recreational purposes \$0.00

EXHIBIT "K"

PROPOSED WATER SERVICE AVAILABILITY STANDBY CHARGES** FOR FISCAL YEAR 2025-26 LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY (REGION 39, ROCK CREEK)**

I. WATER SERVICE AVAILABILITY STANDBY CHARGE FOR EACH PARCEL* LESS THAN 1 ACRE IN NET AREA**

- A. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel area is located within 660 feet of the water main \$15.00
 - B. The charge for a parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel area is located beyond 660 feet from the water main \$12.00
 - C. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel area is located within 660 feet of the water main \$12.00
 - D. The charge for a parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and all or the majority of the parcel area is located beyond 660 feet from the water main..... \$9.00
-

*Parcel is the area of land assigned an Assessor's Map book, page, and parcel numbers, as a separate parcel, and used by the Auditor-Controller and Tax and Revenue Collector for purposes of preparing a property tax bill. A parcel may be the whole or part of one lot or parcel of a division of land, or may be the combination of whole lots or parcels or portions thereof. Right of way includes public streets and highways, private streets, and easements of the Waterworks District. Direct access is other rights of way that do not contain water mains.

**Area of parcel is exclusive of public or private streets as shown on the Assessor's Map. All distances given are from the nearest portion of the water main.

***Charge will be prorated for fractional acreage portions of parcels located within 660 feet, between 660 feet and 1,320 feet, and beyond 1,320 feet from the water main.

****Standby charges are annual charges appearing in the Property Tax Bill and must be approved yearly by the Waterworks District's Board of Supervisors before they can be applied.

Note: Standby charges were first adopted in Fiscal Year 1977-78 and have been adopted each year since that time through Fiscal Year 2024-25. The rates shown hereon are the same as the rates previously used.

EXHIBIT "K" (Cont.)

II. WATER SERVICE AVAILABILITY STANDBY CHARGE PER ACRE* FOR PARCELS* 1 ACRE OR MORE IN NET AREA****

- A. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main of the water system exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$30.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$24.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$16.00
- B. The charge per acre for the acreage parcel that has some frontage on or has direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.
1. For that portion of the parcel located within 660 feet of the water main \$27.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$21.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$14.00
- C. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located within 660 feet of the water main.
1. For that portion of the parcel located within 660 feet of the water main \$27.00
 2. For that portion of the parcel located between 660 feet and 1,320 feet from the water main \$21.00
 3. For that portion of the parcel located beyond 1,320 feet from the water main \$14.00

EXHIBIT "K" (Cont.)

D. The charge per acre for the acreage parcel that does not have any frontage on or have any direct access to a right of way in which a water main exists and the majority of the parcel is located beyond 660 feet from the water main.

1. For that portion of the parcel located within 660 feet of the water main
..... \$24.00
2. For that portion of the parcel located between 660 feet and 1,320 feet from
the water main \$15.00
3. For that portion of the parcel located beyond 1,320 feet from the water main
..... \$12.00

EXHIBIT "L"

<u>District</u>	<u>Number of Parcels</u>	<u>Standby Charges Revenue</u>
21	567	\$ 8,746
29	12,133	410,159
36	3,933	63,348
37	2,536	182,150
40	<u>70,321</u>	<u>1,249,121</u>
Total	89,490	\$1,913,524