

Board of Supervisors

Community Services Cluster Agenda Review Meeting

DATE: June 11, 2025

TIME: 11:30 a.m. – 12:30 p.m.

MEETING CHAIR: Anders Corey / Tiffany Tran, 5th Supervisorial District

CEO MEETING FACILITATOR: Anna Hom-Wong

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

THIS MEETING WILL BE CONDUCTED 100% VIRTUALLY

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 July 01, 2025 Board Agenda: APPROVAL OF AMENDMENT NO. 14 TO ADD RESERVE STUDY CLAUSE TO LEASE AGREEMENT NO. 7580 DOLPHIN MARINA, LTD. (PARCEL 18R) – MARINA DEL REY
- B. Board Letter (Parks and Recreation Capital Program) for July 01, 2025 Board Agenda:

ESTABLISH AND APPROVE SIX CAPITAL PROJECTS APPROVE PROJECT SCOPES, BUDGETS, AND APPROPRIATION ADJUSTMENT AUTHORIZE USE OF JOB ORDER CONTRACTS C. Board Letter (Parks and Recreation – Capital Program) for July 01, 2025 Board Agenda:

ESTABLISH AND APPROVE THIRTEEN CAPITAL PROJECTS APPROVE PROJECT SCOPES, BUDGETS, AND APPROPRIATION ADJUSTMENT AUTHORIZE USE OF JOB ORDER CONTRACTS

D. Board Letter (Parks and Recreation – Capital Program) for July 01, 2025 Board Agenda:

CHARTER OAK PARK SECURITY LIGHTING PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT, PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT AUTHORIZE USE OF JOB ORDER CONTRACTS CAPITAL PROJECT NO. 8A128

- E. Board Letter (Public Works) for July 01, 2025 Board Agenda:
 ENVIRONMENTAL SERVICES CORE SERVICE AREA
 RENEWAL OF INDUSTRIAL WASTE SERVICES AGREEMENT
 BETWEEN THE CITY OF SANTA CLARITA AND
 THE COUNTY OF LOS ANGELES FOR
 ENFORCEMENT OF THE CITY'S INDUSTRIAL WASTE ORDINANCE
- F. Board Letter (Public Works) for July 01, 2025 Board Agenda: ENVIRONMENTAL SERVICES CORE SERVICE AREA TEMPORARY WAIVER TO INCREASE DISPOSAL TONNAGE LIMITS AT SUNSHINE CANYON LANDFILL
- G. Board Letter (Public Works) for July 01, 2025 Board Agenda:
 MUNICIPAL SERVICES CORE SERVICE AREA
 COUNTY LANDSCAPE MAINTENANCE DISTRICTS
 LANDSCAPING AND LIGHTING ACT DISTRICTS 1, 2, AND 4
 ANNUAL ASSESSMENT PROCEDURE FISCAL YEAR 2025-26
- H. Board Letter (Public Works) for July 01, 2025 Board Agenda: SERVICE CONTRACT PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA AWARD OF SERVICE CONTRACTS ON-CALL GEOTECHNICAL AND ENVIRONMENTAL DRILLING SERVICES PROGRAM
- I. Board Letter (Public Works) for July 01, 2025 Board Agenda: SERVICE CONTRACT TRANSPORTATION CORE SERVICE AREA AWARD OF SERVICE CONTRACT ON-CALL SLOPE MOWING SERVICES

- J. Board Letter (Public Works) for July 01, 2025 Board Agenda: SERVICE CONTRACT WATER RESOURCES CORE SERVICE AREA AWARD OF SERVICE CONTRACT ON-CALL WEATHER FORECASTING SERVICES
- K. Board Letter (Regional Planning) for July 01, 2025 Board Agenda: BOB HOPE PATRIOTIC HALL LANDMARK DESIGNATION PROJECT NO. PRJ2024-001033-(1) CASE NO. RPPL2024001530
- L. Board Letter (Public Works) for July 15, 2025 Board Agenda: (also on the 6/11/2025 Health and Mental Health Services Cluster) CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA LOS ANGELES GENERAL MEDICAL CENTER NURSE CALL SYSTEM REPLACEMENT PROJECT AWARD CONSULTANT SERVICES AGREEMENTS FISCAL YEAR 2025-26
- 3. BOARD MOTIONS ITEM(S): NONE
- 4. PRESENTATION/DISCUSSION ITEM(S):
 - A. Board Briefing (Public Works Department)
 HOUSEHOLD HAZARDOUS AND
 ELECTRONIC WASTE PROGRAM
 Speaker: Emiko Thompson
- **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

CLUSTER AGENDA REVIEW DATE	6/11/2025		
BOARD MEETING DATE	7/1/2025		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☑ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Beaches and Harbors		
SUBJECT	Approval of Amendment No. 14 to add reserve study clause to Lease Agreement No.7580 - Parcel 18R's (Dolphin Marina) - Marina del Rey		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes ☐ No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☐ No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: Funding source: N/A		
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Approve and authorize the Chair of the Board to execute Amendment No. 14.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On April 16, 2021, County and Parcel 18 entered into a letter agreement permitting the Lessee to renovate the property. As part of the agreement, the Lessee agreed to execute a Lease Amendment to incorporate terms related to a reserve fund. Per the agreement the County is responsible for filing this amendment for the Board of Supervisors approval within one year following the completion of construction. The Lessee completed the renovations on October 4, 2024.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☑ No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jimmy Mark, Senior Real Property Agent, 424-526-7740 jmark@bh.lacounty.gov		



July 1, 2025

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

Gary Jones
Director

Amy M. Caves Chief Deputy Director

LaTayvius R. Alberty
Deputy Director

Dear Supervisors:

APPROVAL OF AMENDMENT NO. 14 TO ADD RESERVE STUDY CLAUSE TO LEASE AGREEMENT NO. 7580 DOLPHIN MARINA, LTD. (PARCEL 18R) – MARINA DEL REY (SECOND DISTRICT) (4 VOTES)

SUBJECT

Request for approval of Amendment No. 14 to add reserve study clause to Lease Agreement No. 7580 ("Lease") for Parcel 18R (Dolphin Marina) in Marina del Rey, to incorporate a reserve fund clause.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the proposed action is not a project under the California Environmental Quality Act ("CEQA"), or, in the alternative, that the actions are exempt for the reason stated in this Board Letter.
- 2. Approve Amendment No. 14 to the Lease for Parcel 18R (Dolphin Marina) in Marina del Rey.
- 3. Approve and authorize the Chair of the Board to execute Amendment No. 14 ("Amendment") to the Lease, a copy of which is attached hereto, with Dolphin Marina, LTD, a California limited partnership ("Lessee").
- 4. Delegate authority to the Director of the Los Angeles County Department of Beaches and Harbors ("Department"), on behalf of the County, to execute any other ancillary documentation, approved as to form by County Counsel, necessary to effectuate the terms of Amendment No. 14 and to take any actions necessary and appropriate to implement Amendment No. 14.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will result in the approval of Amendment No. 14 to the Lease for Parcel 18R in Marina del Rey (Dolphin Marina). The proposed Amendment No. 14 requires the Lessee to cause a reserve study to be prepared within ninety (90) days following the completion

The Honorable Board of Supervisors July 1, 2025 Page 2

of the renovation work, establish and maintain a reserve fund, and carry out permitted capital expenditures throughout the remaining term of the Lease.

Approval of the recommended actions will find that the actions contemplated in this letter are not a project under CEQA or in the alternative are exempt from CEQA.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions will further County's Strategic Plan North Star 2 - Foster Vibrant and Resilient Communities by ensuring property on County-owned land is maintained timely and consistently throughout the term of the Lease.

FISCAL IMPACT/FINANCING

There is no financial impact to the County as a result of the proposed Amendment No. 14.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Parcel 18R, commonly known as Dolphin Marina, consists of 332 apartment units on approximately 7.77 acres of land and 424 boat slips on approximately 10.25 acres of water in Marina del Rey. The original Lease No. 7580 was executed on July 1, 1963, and did not incorporate a reserve fund clause that allowed for the property to be maintained consistently over the term of the Lease.

On April 16, 2021, Los Angeles County Department of Beaches and Harbors ("Department") and Lessee entered into a letter agreement (see attached) permitting Lessee to make improvements to the property and amending the Lease to incorporate a reserve fund clause. Per the letter agreement, the County is required to file the amendment with the Board of Supervisors for approval not later than one year after the completion of construction. Lessee completed construction on October 4, 2024, renovating all 332 apartment units and common area amenities.

Under the proposed Amendment, the Lessee agrees to establish and maintain a reserve fund to cover the cost of permitted capital expenditures.

The proposed Amendment has been approved as to form by County Counsel. At its regular meeting on May 14, 2025, the County's Small Craft Harbor Commission voted to the Department's recommendations as set forth herein.

ENVIRONMENTAL DOCUMENTATION

The proposed Amendment No. 14 is not subject to CEQA because it is an activity that is excluded from the definition of a project under Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. Approval of the proposed Amendment is an administrative activity of government which will not result in direct or indirect physical changes to the environment. In the alternative, approval of the proposed Amendment No. 14 is exempt pursuant to Sections 15061(b)(3) and 15301 of the State CEQA Guidelines because it can be seen with certainty that the actions will not have a significant adverse impact on the environment and Amendment No. 14 does not authorize new construction or expansion of

The Honorable Board of Supervisors July 1, 2025 Page 3

existing use and will not result in significant environmental effects. There are no cumulative impacts, unusual circumstances, or other factors that would negate the applicability of this exemption.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services or projects.

CONCLUSION

It is requested that your Board approve proposed Amendment No.14.

Upon approval, please instruct the Chair of the Board to sign all three originals of Amendment No.14 and have the Executive Officer of the Board send two executed copies, as well as a copy of the adopted and stamped Board letter, to the Department of Beaches and Harbors. Should you have any questions please contact Jimmy Mark at (424) 526-7740 or Jmark@bh.lacounty.gov.

Respectfully submitted,

GARY JONES Director

GJ:AC:IBP:jm

Enclosures

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

VIA CERTIFIED MAIL AND EMAIL RETURN RECEIPT REQUESTED

Dolphin Marina, LTD. c/o GK Management Co., Inc. ATTN: Richard Hawthorne 5150 Overland Avenue Culver City, California 90230

Re: Parcel 18R/Dolphin Marina Apartments: Letter Agreement

Dear Mr. Hawthorne,

This letter agreement ("Agreement ") relates to that certain Lease dated October 25, 1963, as amended (the "Lease"), between Dolphin Marina, LTD., original lessee's successor-in- interest, ("Lessee") and the County of Los Angeles ("County" or "Lessor"), wherein County leases to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, commonly known as Parcel 18R (the "Property").

In accordance with Section 8 of the Lease, Lessee shall, at its own expense, make or construct additions, alterations, repairs, or changes to the Property, upon written approval from the County in conformity with the construction summary attached hereto as Exhibit A and incorporated herein by reference. If the County approves the proposed construction, it may also impose terms and conditions relating to the construction. Lessee desires to renovate the Property and seeks to comply with certain of the County's terms and conditions as required work pursuant to the Lease.

Lessee and County hereby agree as follows:

- a) Renovation Schedule: Prior to the commencement of construction, Lessee must obtain the approval of the Director of the Department of Beaches and Harbors, as well as the Design Control Board, if required, which approval is satisfied upon receipt and approval of the description of the renovation work and the execution of the amendment referenced in subparagraph f) below. Lessee to renovate 18 apartment units at a time with units stacked vertically. Renovation work to be completed within thirty-six (36) months from commencement of construction. Construction shall commence on or before October 1, 2021.
- b) Renovation Timeline: Lessee to use commercially reasonable efforts to complete renovation of each unit within a thirty (30) day period, subject to displacement costs outlined below.
- c) Temporary Displacement: Lessee to use reasonable efforts to relocate displaced tenant in Dolphin Marina or a neighboring complex owned by lessee or an affiliate of lessee during the renovation of displaced tenant's apartment unit. If lessee is unable to relocate displaced tenant in Dolphin Marina or a neighboring complex unit of a lessee affiliate,

lessee will provide accommodations that are acceptable to displaced tenant until displaced tenant's apartment is renovated.

d) Displaced Cost:

- i. Lessee shall pay for all ordinary and reasonable "move-in" and "move-out" costs for displaced tenants (including costs if displaced tenant is relocated to another building, whether or not it is located on the Dolphin Marina property).
- ii. Lessee shall provide a fifty percent (50%) rent reduction for the first 30 days of the tenancy for the displaced tenant. (The rent reduction shall commence on the day that displaced tenant is moved into the temporary apartment unit.)
- iii. If displacement surpasses thirty (30) days, each additional displaced day shall be rent-free. Rent shall commence on the day that displaced tenant is moved back into displaced tenant's original apartment or a renovated apartment unit.
- iv. The choice to move back into the renovated unit shall be solely at displaced tenant's option.
- e) Rent Adjustment: Lessee shall continue to provide one-year leases to tenants and shall honor the terms and conditions (including rent) of the lease after displaced tenant moves back into the renovated unit. After the expiration of the lease term, lessee shall be permitted to raise rents in accordance with County's then-existing Rent Stabilization Ordinance and/or any future ordinance that may impact future rent and/or other costs.
- f) Maintenance Reserve Fund: Simultaneously with executing this letter agreement, Lessee agrees to execute an amendment to the Lease, which shall incorporate the terms of the reserve fund, the terms and conditions of which are set forth in Exhibit B. County shall file the amendment for approval by the Board of Supervisors not later than one year after completion of construction.
- g) Initial Reserve Study to be prepared within 90 days from three (3) years from the issuance of the TCO or CO for all of the Redevelopment Work.

Please signify your agreement and acceptance of the foregoing by executing where indicated below and returning this letter to our office no later than May 10, 2021.

Very truly yours,

GARY JONES, DIRECTOR

Amy Caves
Deputy Director

Asset Management and Planning Division

Agreed and Accepted:

Dolphin Marina, LTD., a California limited partnership

By: Alta Group GP, LLC,

Its General Partner

By:

Barry Cayton, Manager

By: Second Street Group GP, LLC,

Its General Partner

By:

Ezra Kest, Manager

Cc: County Counsel

Jayme Wilson , Deputy, Fourth District

Mike Molina

Exhibit A

Construction Summary

Dolphin Marina Apartments Bid Breakdown 15-Apr-21

Deferred Maintenance		
Abatement/Demolition	\$ 2,900,000	Podium Deck, Mechanicals, Coatings
Slab Repair and Topping Slab	4,941,000	Repair Podium Structural Slab Repair and Install New Topping Slab
Patio Walls/Guardrails	1,664,000	Patio CMU Walls and Balcony Metal Guardrails
Waterproofing	1,950,000	Podium Deck, Planters
Roofing	1,500,000	Roofing, Roof drains
Windows	1,200,000	Windows and sliders
MEP/Fire Alarm	12,810,000	HVAC, Electrical, and Plumbing Code Requirements
Cathodic Protection System	600,000	Testing and repairs of structural corrosion mitigation
Landscape	525,000	Irrigation, Soil Amendments, Planting Replacement
Asphalt Paving/Sidewalks	360,000	Drive path, curbs and sidewalks
Elevator Equipment	900,000	Equipment safety and useful life repairs, corroded cylinders 6 elevators
Pool/Spa/Stair/Lift/ Restrooms	1,850,000	Code Requirements to Pool, Spa, Stair Replacement, Handicap Lift, Replacement of aged Pool Equipment. Restroom reconfiguration for ADA Accessibility.
General Building Component Replacements	2,142,620	Corridors, Electric meter banks, Stair Code Requirements (rails, lights), Garage rehab (painting, striping, gates), Pedestrian gates, and refurbish perimeter stairs. Perimeter
Administrative, Permits and Regulatory Fees	2,950,000	Project fees and general conditions
SubTotal	\$ 36,292,620	

A/E/ID + Softs	2,385,000	Residential Storage Units, Bike Racks Architecture, Engineering and Interior Design
FF&E, Marketing, Art work	903,000	Fitness Equipment, Pool Furniture, Courtyard Furniture,
Signage Replacement	425,000	Primary, Secondary, Egress, and Way Finding Signs
Elevator Cab Modernization	300,000	6 Elevators at \$50K/Each - Finishes
Main Entry Renovation	750,000	Guardrail, Stairs, Railings, Landscape, Lighting
Concrete Deck	\$ 625,000	Platform/Trellis at East End

Apartments		
Interior Renovation	\$ 7,140,000	In-kind replacements of interior finishes
General and Administrative Cost	499,000	Temporary relocation during renovation, including furnished unit, housekeeping, moving, and complimentary storage of personal items. Also includes relocation specialist to assist residents.
SubTotal	\$ 7,639,000	

Contingency		
Contingency (10%)	\$ 4,931,962	
SubTotal	\$ 4,931,962	

54,251,582

Includes Contingency

\$

Total

Exhibit B

Form of Amendment No. 14 to Lease No. 7580 Parcel 18R – Marina del Rey Small Craft Harbor

AMENDMENT NO. 14 TO LEASE NO. 7580 PARCEL 18R – MARINA DEL REY SMALL CRAFT HARBOR

THIS AMENDMENT NO. 14 TO LEASE (this "Amendment") is dated as of May 10, 2021,

BY AND BETWEEN COUNTY OF LOS ANGELES,

hereinafter referred to as "County,"

AND DOLPHIN MARINA, LTD., a California limited

partnership, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, County and predecessors-in-interest of Lessee entered into Lease No. 7580 under the terms of which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 18R, which leasehold premises (the "Premises") are more particularly and legally described in **Exhibit "A"** attached to and incorporated in said Lease, as amended (said Lease No. 7580 and all amendments thereto are collectively hereafter referred to as the "Lease"); and

WHEREAS, Lessee and County desire to enter into this Amendment to amend the Lease, as set forth hereinbelow, pursuant to the terms and conditions hereof;

NOW, THEREFORE, with reference to the foregoing recitals, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Lessee hereby agree as follows:

- 1. <u>Definitions</u>. All initially-capitalized terms used but not defined in this Amendment have the meanings given such terms in the Lease.
 - 2. Reserve Fund.
 - 2.1 Establishment of Reserve Fund.
- (a) Commencing on the date the initial Reserve Study is prepared, Lessee shall establish and maintain a reserve fund in accordance with the provisions of this Section 2 (the "Reserve Fund") for the cost of Permitted Capital Expenditures (as defined below) for the Premises. The Reserve Study shall be prepared in accordance with Section 2.3. Commencing on the first day of the month following the date the Initial Reserve Study is prepared and on the first day of each month thereafter and continuing through the remaining Term (and subject to reaching the Threshold Amount, as defined below), Lessee shall make monthly contributions to the Reserve Fund on the same day that Monthly Minimum Rent payments are due each calendar month in the amounts established by the then most current updated Reserve Study (as described in Section 2.3 below).

- (b) If at any time the then-existing balance in the Reserve Fund reaches the Threshold Amount (as defined below), Lessee thereafter shall not be required to make further contributions to the Reserve Fund except as necessary to maintain the balance of the Reserve Fund in an amount at least equal to the Threshold Amount. The "Threshold Amount" shall mean the aggregate amount of contributions required to be made to the Reserve Fund over the three (3) year period covered by the most recent updated Reserve Study, as the same may be adjusted upon completion of Permitted Capital Expenditure Component Work (as defined below). The Threshold Amount shall be adjusted every three (3) years as part of the Reserve Study update process described in Section 2.4 hereinbelow.
- (c) Lessee shall keep the Reserve Fund funded as required by the most recent updated Reserve Study. All interest and earnings on the funds in the Reserve Fund shall be added to the Reserve Fund and shall be treated as a credit against the Reserve Fund contributions otherwise required to be made by Lessee pursuant to this Section 2. Failure to maintain and replenish the Reserve Fund, not cured within thirty (30) days after Lessee receives written notice, shall constitute an Event of Default herewith.

2.2 <u>Use of Reserve Fund.</u>

Lessee and County agree that the purpose of the Reserve Fund shall be to provide (a) funds for Permitted Capital Expenditure Component(s) Work, as set forth in the most recent or updated Reserve Study. "Permitted Capital Expenditure Component(s)" shall consist of the Replacement-in-kind of existing systems beyond useful life, including, but not limited to, building exteriors and building systems (such as HVAC, mechanical, electrical, plumbing, underground storm and waste piping, underground dry utilities, vertical transportation/elevators, security systems, communications systems, irrigation systems, structural or roof, walkways and driveways, windows and exterior painting, Common Area flooring, and the Unit Components (as defined in Section 2.3 hereinbelow). "Permitted Capital Expenditure Component(s) Work" shall consist of additions, capital repairs, capital replacements, capital equipment, renovations or other capital upgrades that enhance the quality of Permitted Capital Expenditure Components. "Permitted Capital Expenditures" shall mean the costs that may be incurred by Lessee for Permitted Capital Expenditure Components Work. The Reserve Fund may be used only to fund Permitted Capital Expenditure Component Work as set forth in the Reserve Study as it may be modified from time to time, and as may be approved from time to time by the Director. All specific purposes and costs for which Lessee desires to utilize amounts from the Reserve Fund for Permitted Capital Expenditure Component Work not specified in the Reserve Study shall be subject to Director's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall not be required to obtain the Director's prior approval for the use of Reserve Funds for all Permitted Capital Expenditure Component Work as provided in the Reserve Study, provided Lessee delivers to the Director at least thirty (30) days prior written notice of its intention to make said Permitted Capital Expenditure Component Work, which notice shall set forth the anticipated amount of Permitted Capital Expenditures for such Permitted Capital Expenditure Component Work and when such Permitted Capital Expenditure Component Work at issue will commence and be completed. In the event that during any calendar year Lessee intends to spend less than required by the most recent updated Reserve Study, then Lessee shall be required to obtain the Director's approval, which approval shall not be unreasonably withheld.

- The Reserve Fund shall not be used for any of the following, all of which shall be separately funded by Lessee: (a) the cost of any portion of that certain renovation work to be performed by Lessee on the Premises (the "Renovation Work") (a copy of such description of the Renovation Work is attached hereto as Exhibit "B") or the cost of correcting any defect in the Renovation Work; (b) the cost of curing any deficiencies arising from the failure of Lessee to maintain and repair the Improvements in accordance with the requirements of this Lease; (c) the costs or expenses reimbursed by insurance, warranties or any other third party; (d) the costs of the initial construction of the Renovation Work; (e) the costs of new project amenities (e.g., barbeques or fitness equipment) or new common area furniture; (f) the cost of periodic, recurring or ordinary non-capital expenditures, repairs, maintenance or replacements that keep the Improvements or their systems in good operating condition, but that do not significantly add to their value or appreciably prolong their useful life or that otherwise constitute non-capital expenditures under generally accepted accounting principles consistently applied; (g) the costs for any necessary repairs to remedy any broken or damaged Unit Component; (h) the costs of furniture or appliances, except as expressly permitted by a Reserve Study or as otherwise approved by Director; or (i) the cost of any repair or replacement of an individual or a selected group of individual items, unless (A) such capital repair or replacement is part of a larger plan (which may be a phased plan as provided in the most recent Reserve Study) of capital repair or replacement of all, or substantially all, of a Permitted Capital Expenditure Component, or (B) such capital repair or replacement of an individual or selected group of individual items is expressly set forth in the most recent updated Reserve Study.
- (c) The Reserve Fund shall not be used for additional improvements, equipment or systems that were not part of the Improvements upon completion of the Renovation Work or subsequently installed as an approved Alteration under this Lease with Lessee's other funds, except for such upgrades as are approved by Director and only to the extent that the then-updated Reserve Study anticipates use of the applicable Reserve Fund for such purposes or the most recent updated Reserve Study is updated to adjust the future monthly Reserve Fund contributions to account for the unanticipated expenditure. Notwithstanding anything to the contrary contained hereinabove, any omission in the Reserve Study (including any failure in the Reserve Study to include an item that should be repaired, maintained or replaced), shall not release Lessee from any responsibility or obligation it may have to make a capital expenditure or repair for items not foreseen or included in the Reserve Study and/or part of the Reserve Fund.

2.3 Reserve Studies

(a) In order to provide the requisite funds for the Reserve Fund, Lessee shall cause a reserve study with respect to Permitted Capital Expenditure Components to be prepared within ninety (90) days from the date that is three (3) years after the Temporary or Final Certificate of Occupancy (whichever is earlier) is issued ("First Reserve Study Date") following completion of the Renovation Work currently anticipated to commence fourth quarter of 2021, and update the Reserve Study every three (3) years thereafter ("Required Reserve Study" or "Reserve Study"). The period of time between the initial Reserve Study (the "Initial Reserve Study") and the first updated Reserve Study is the "Initial Reserve Fund Period." Each Reserve Study shall be at Lessee's sole cost and expense and be completed on or before ninety (90) days prior to said anniversary date. Each Reserve Study shall be conducted and prepared by a company selected by Lessee and approved by the County, which approval shall not be unreasonably withheld, and which

company has special expertise in preparing capital improvement reserve studies for similar and comparable projects (e.g. physically similar in age and other physical characteristics) within Los Angeles County. In the event County and Lessee cannot agree upon a mutually acceptable company to prepare the Reserve Study, then Lessee and the Director shall each engage a company that is able to perform the Reserve Study (each, a "Potential Reserve Study Company") and the Potential Reserve Study Companies shall, amongst themselves, confer and determine which Potential Reserve Study Company shall perform the Reserve Study. If the Potential Reserve Study Companies cannot mutually agree on which Potential Reserve Study Company shall perform the Reserve Study, the Potential Reserve Study Companies shall collectively select an independent Reserve Study Company to perform the Reserve Study. (The reserve company engaged, whether by agreement of County and Lessee or pursuant to the procedures set forth in the preceding sentence, shall be referred to as the "Reserve Study Company"). In the event that the Reserve Study Company has not been selected on or before six (6) months from the issuance of the Temporary and/or Final Certificate of Completion, then the Director shall select the Reserve Study Company. Each Reserve Study shall address the monthly contribution required to adequately maintain the Permitted Capital Expenditure Components for the full Term of this Lease. In the event of any conflict regarding the appropriate levels of contribution to the Reserve Fund recommended by the Reserve Study Company, on the one hand, and any report and/or property assessment prepared for the benefit of any Encumbrance Holder, regarding its own separate reserve fund, the Reserve Study Company shall take the views of such consultant into consideration, but the final decision as to the appropriate levels of contribution to the Reserve Fund shall be determined solely by the Reserve Study Company.

- (b) The first Reserve Study shall identify any existing deferred maintenance and repair deficiencies that exist at the date of the first Reserve Study. Lessee shall be required to remedy any such maintenance deficiencies at Lessee's cost (without any use of the Reserve Fund) within ninety (90) days after the issuance of said first Reserve Study; provided, however, that if the nature of obligation is such that more than ninety (90) days are required for performance, then Lessee may diligently prosecute the same to completion as long as Lessee commences performance within such ninety (90) day period. If Lessee requires additional time to complete all existing maintenance deficiencies, then Lessee shall submit a schedule of repairs for Director's written approval, which approval will not be unreasonably withheld.
- (c) Each Reserve Study shall determine the monthly contribution amount required to be made to the Reserve Fund. If Director approves any Permitted Capital Expenditure from the Reserve Fund outside of those anticipated under the then-current Reserve Study (as previously updated), then such Reserve Study shall be updated within ninety (90) days following the date such Permitted Capital Expenditure is made to adjust the future monthly Reserve Fund contributions to take into consideration the unanticipated Permitted Capital Expenditure Component Work. Such updated Reserve Study shall remain applicable for the balance of the three (3) year period, unless such updated Reserve Study is required to be further updated prior to the expiration of such three (3) year period pursuant to this sentence.
- (d) Each Reserve Study shall contain the following: (i) identification of all Permitted Capital Expenditure Components requiring Permitted Capital Expenditure Component Work, including without limitation all improvements within a residential unit (e.g., carpets, drapes, appliances, wall coverings, floor coverings, countertops and the like) (collectively, the "Unit

Components") that have a remaining useful life of less than thirty (30) years; (ii) identification of the probable remaining useful life of all Permitted Capital Expenditure Components as of the date of the most recent updated Reserve Study; (iii) an estimate of the anticipated Permitted Capital Expenditures for the Permitted Capital Expenditure Component Work identified in clause (i); and (iv) an estimate of the total annual contribution to the Reserve Fund necessary to defray the cost of Permitted Capital Expenditure Components Work identified in clause (i) during and at the end of their useful life, after subtracting total funds then held in the Reserve Fund as of the date of the study. The Reserve Study Company shall have sole and absolute discretion in determining which Permitted Capital Expenditure Components to consider for the most recent updated Reserve Study; provided, however, that when the useful life of any Permitted Capital Expenditure Component becomes thirty (30) years or less, it shall be added to the Reserve Study.

- (e) For the purpose of each Reserve Study: (a) "useful life" is defined as the number of years each individual Permitted Capital Expenditure Component is expected to serve its intended purpose if given regular and proper maintenance, and (b) "remaining useful life" is defined as the expected number of years each individual Permitted Capital Expenditure Component will continue to serve its intended purpose prior to repair or replacement. In determining the remaining life of a Permitted Capital Expenditure Component, a certain level of continued preventative maintenance is assumed, but shall be stated explicitly wherever possible in the applicable Reserve Study. Lessee hereby agrees to commence and complete all Permitted Capital Expenditure Component Work that the Reserve Study recommends.
- Expenditure Components (as identified in the Reserve Study by the Reserve Study Company) at the end of the expected useful life of such Permitted Capital Expenditure Components and otherwise perform the Permitted Capital Expenditure Components Work prescribed in the most recent updated Reserve Study. Lessee shall be required to perform such Permitted Capital Expenditure Components Work within six (6) months after the expiration of the useful life of the applicable Permitted Capital Expenditure Component. If Lessee requires additional time to complete any such Permitted Capital Expenditures Work because of its inability to obtain access to the interior of a residential unit due to tenant occupancy, etc., then Lessee shall submit a construction schedule for Director's written approval, which approval will not be unreasonably withheld.

2.4 <u>Annual Updates By Lessee</u>.

On or before any Reserve Study is prepared, after the First Reserve Study Date (as defined in Section 2.3 above), the Reserve Study Company shall review the prior Reserve Study to update Permitted Capital Expenditure Component Work changes, and take into consideration Permitted Capital Expenditures actually made during the preceding three (3) years to determine whether additional needed funds should be contributed to the Reserve Fund that were not included in the prior year's Reserve Study ("Reserve Fund Update"). To assist the Reserve Study Company in preparing the Reserve Fund Update, Lessee shall provide to the Reserve Study Company access to the Premises and all Improvements, and an accounting of all required expenditures (if any) required by the Reserve Study to have been made for such prior calendar years, and the Reserve Study Company shall take such Permitted Capital Expenditures into account in preparing the Reserve Fund Update. Lessee shall submit to Director, for Director's reasonable approval, an

annual Reserve Fund expenditure plan ("Annual Reserve Fund Expenditure Plan") at least ninety (90) days prior to the commencement of each calendar year following the expiration of the Initial Reserve Fund Period and the Director or the County shall respond within sixty (60) days thereafter with specific written reasonable objections consistent with the Reserve Study, and if Director or County has no reasonable objections, then Lessee's proposed Annual Reserve Fund Expenditure Plan shall be approved. Each Annual Reserve Fund Expenditure Plan shall be consistent with the most recent updated Reserve Study, subject to modification for any unforeseen Permitted Capital Expenditure Component Work. Permitted Capital Expenditures from the Reserve Fund shall be consistent with the approved Annual Reserve Fund Expenditure Plan for such year, provided that Lessee shall have the right during each calendar year to submit for Director's reasonable approval one or more mid-year modifications to the Annual Reserve Fund Expenditure Plan to address unforeseen Permitted Capital Expenditure Components Work that may arise during such year.

2.5 <u>Final Reserve Study</u>.

- (a) A final updated Reserve Study (the "**Final Reserve Study**") shall be prepared and delivered to County no later than five (5) years prior to the expiration of the Term, as the same may be extended by mutual agreement of the County and Lessee. Prior to the preparation of the Final Reserve Study, County shall inform Lessee as to whether it intends to require the demolition of some or all of the Improvements at the end of the Term. The Final Reserve Study shall determine the monthly amounts, if any, required to be deposited to the Reserve Fund to fully fund (when combined with any amounts already on deposit in the Reserve Fund) the expected Permitted Capital Expenditure Component Work during the remaining Lease Term or the expected demolition costs (if County has indicated that it intends to require demolition of some or all of the Improvements), in accordance with Section 18 of the Lease, as amended by Amendment No. 6 to Lease for Parcel 18R. The monthly contribution amounts required for the Reserve Fund shall take into consideration any then current balance in the Reserve Fund.
- (b) Concurrently with the delivery of the Final Reserve Study, Lessee shall deliver to County the Demolition and Removal Report. The Demolition and Removal Report shall detail the cost and time period required for the demolition and removal of all Improvements or a portion subject to demolition.
- (c) If County elects not to require Lessee to demolish the Improvements or a portion subject to demolition at the end of the Term, then: (i) the Final Reserve Study shall make any adjustment for the cost for the future Permitted Capital Expenditure Component Work during the remaining Lease Term, and (ii) the Reserve Fund payments thereafter required to be made by Lessee shall continue to be used for purposes permitted under this Section 2, and (iii) any remaining funds in the Reserve Fund at the end of the Term shall be released to County.
- (d) If County elects to require Lessee to demolish the Improvements or a portion of the Improvements subject to demolition at the end of the Term and requires Lessee to provide security for its obligation to perform such removal obligations, then Lessee shall contribute to the Reserve Fund amounts thereafter required to be made by Lessee towards Lessee's obligations to fund the security requirements, and continue to fund any needed Permitted Capital Expenditure Component Work for any remaining Improvements, as determined by Director in Director's reasonable

discretion. As long as Lessee makes the Permitted Capital Expenditures prescribed under the Reserve Studies and complies with its obligations under this Lease with regard to the replacement of the Improvements during the Term and the demolition and removal of the Improvements at the end of the Term (if required), any surplus funds in the Reserve Fund at the end of the Term shall be released to Lessee after subtracting any amounts then owing by Lessee to County under the Lease.

2.6 Reserve Fund Account.

The Reserve Fund shall be held in a separate account established with an Institutional Lender (which may be Lessee's Encumbrance Holder) reasonably acceptable to and approved by Director. Lessee shall make deposits into the Reserve Fund as required hereunder and make disbursements from the Reserve Fund account as required or permitted hereunder, but only for Permitted Capital Expenditures and in accordance with the then current approved Annual Reserve Fund Expenditure Plan (with such adjustments as may be approved by Director). Lessee shall have the right to maintain the Reserve Fund with an Institutional Lender that is an approved Encumbrance Holder and to grant such lender a security interest in Lessee's interest in the Reserve Fund account, subject to administration of the Reserve in accordance with the requirements of this Section 2. Subject to the foregoing, the Reserve Fund account may concurrently satisfy a separate reserve fund requirement of Lessee's Encumbrance Holder. The amounts to be added to the Reserve Fund shall be inclusive of amounts required to be deposited with and held by an Encumbrance Holder. On or before January 15th of each year (and at any other time within thirty (30) days prior written notice from Director to Lessee), Lessee shall provide and deliver to Director an account statement reflecting the balance of the Reserve Fund as of the end of the calendar year along with a report that details all deposits to, earnings on, withdrawals (and the purpose of such withdrawals) from and the balance of the Reserve Fund.

- 3. <u>No Other Modifications</u>. Except as herein specifically amended, all terms, conditions and provisions of the Lease shall be and continue to remain in full force and effect and are unmodified, and each of the parties hereto reaffirms and reacknowledges their respective obligations under the Lease as amended hereby.
- 4. <u>Counterparts.</u> This Amendment may be executed in counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same instrument.

(Signatures on following page)

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Amendment No. 14 to Lease to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Lessee, by its duly authorized representative, has executed the same on the date first set forth above.

COUNTY OF LOS ANGELES By: HILDA L. SOLIS Chair, Board of Supervisors **ATTEST:** CELIA ZAVALA, Executive Officer of the Board of Supervisors Deputy APPROVED AS TO FORM: RODRIGO <u>CASTRO-SILVA</u> , COUNTY COUNSEL Deputy APPROVED AS TO FORM: GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP Roger H. Howard, Esq. By: -Continued on Next Page-

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DOLPHIN MARINA, LTD.,

a California limited partnership

By: Alta Group GP, LLC,

Its General Partner

By:

Barry Cayton, Manager

Second Street Group GP, LLC, Its General Partner By:

By:

Ezra/Kest, Manager

DOLPHIN MARINA, LTD.,

a California limited partnership

By: Alta Group GP, LLC, Its General Partner

By: Barry Cayton, Manager

By: Second Street Group GP, LLC, Its General Partner

Ezra Kest, Manager

EXHIBIT "B"

RENOVATION WORK

This narrative is written to provide a general project concept, the initial project timing, and details regarding the overall renovation of Dolphin Marina Apartments. The building was built in the 1970s, is located at the terminus of Panay Way in Marina del Rey and consists of 204 apartment units that sit atop a single-story concrete podium.

Considering the age and general condition of this asset and our intent to prolong its useful life, we have engaged a design team consisting of an architect and engineers to document the renovation for County approvals and construction. While the scope is primarily limited to capital improvements and replacements, there is an inherent opportunity to refresh common areas that will improve the resident experience.

The renovation scope of work consists of the following items:

- 1. Comprehensive above ground, underground, in-wall, and in-floor utility, electrical and plumbing upgrades. This includes new wet and dry utilities, vertical waste and ventilation piping, and a new central boiler system.
- 2. Refresh of the building envelope consisting of roofing, windows, sliding glass doors, guardrails, patio walls, topping slab, main entry modifications, lighting, and painting.
- 3. The apartment units will be modified with in-kind replacement of kitchen and bathrooms components, and wall, floor, and ceiling finishes. New HVAC system will be installed in each unit.
- 4. The common areas will be modified in-kind with new wall, floor, and ceiling finishes. A corridor exhaust system will be installed for life safety protocol.
- 5. The garage will undergo renovations that include lighting, paint, and restriping.
- 6. The exterior perimeter improvements consist of minor sidewalk, curb, and roadway, and lighting modifications.
- 7. The (4) courtyards will be renovated to address podium waterproofing and concrete deterioration issues. Each courtyard will receive new finishes, including hard and soft scapes.

The execution of the project will be phased over a 36-month timeline, during which residents will be relocated to a unit within the project. The construction management plan consists of renovating 18 units at a time, which translates to 6 adjacent stacks and a total of 12 renovation tranches. Prior to starting the initial tranche, 18 units to receive displaced residents will be allocated. These displacement units will be used throughout the execution period and will be renovated as the last tranche, which is feasible due to natural vacancies. We are prepared to provide a smooth transition for each resident during the construction period. Schedule-wise, we anticipate commencing construction in the fourth quarter of 2021.

AMENDMENT NO. 14 TO LEASE NO. 7580 PARCEL 18R – MARINA DEL REY SMALL CRAFT HARBOR

THIS AMENDMENT NO. 14 TO LEASE (this "Amendment") is dated as of May 10, 2021,

BY AND BETWEEN COUNTY OF LOS ANGELES,

hereinafter referred to as "County,"

AND DOLPHIN MARINA, LTD., a California limited

partnership, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, County and predecessors-in-interest of Lessee entered into Lease No. 7580 under the terms of which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 18R, which leasehold premises (the "Premises") are more particularly and legally described in **Exhibit "A"** attached to and incorporated in said Lease, as amended (said Lease No. 7580 and all amendments thereto are collectively hereafter referred to as the "Lease"); and

WHEREAS, Lessee and County desire to enter into this Amendment to amend the Lease, as set forth hereinbelow, pursuant to the terms and conditions hereof;

NOW, THEREFORE, with reference to the foregoing recitals, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Lessee hereby agree as follows:

- 1. <u>Definitions</u>. All initially-capitalized terms used but not defined in this Amendment have the meanings given such terms in the Lease.
 - 2. Reserve Fund.
 - 2.1 Establishment of Reserve Fund.
- (a) Commencing on the date the initial Reserve Study is prepared, Lessee shall establish and maintain a reserve fund in accordance with the provisions of this Section 2 (the "Reserve Fund") for the cost of Permitted Capital Expenditures (as defined below) for the Premises. The Reserve Study shall be prepared in accordance with Section 2.3. Commencing on the first day of the month following the date the Initial Reserve Study is prepared and on the first day of each month thereafter and continuing through the remaining Term (and subject to reaching the Threshold Amount, as defined below), Lessee shall make monthly contributions to the Reserve Fund on the same day that Monthly Minimum Rent payments are due each calendar month in the amounts established by the then most current updated Reserve Study (as described in Section 2.3 below).

- (b) If at any time the then-existing balance in the Reserve Fund reaches the Threshold Amount (as defined below), Lessee thereafter shall not be required to make further contributions to the Reserve Fund except as necessary to maintain the balance of the Reserve Fund in an amount at least equal to the Threshold Amount. The "Threshold Amount" shall mean the aggregate amount of contributions required to be made to the Reserve Fund over the three (3) year period covered by the most recent updated Reserve Study, as the same may be adjusted upon completion of Permitted Capital Expenditure Component Work (as defined below). The Threshold Amount shall be adjusted every three (3) years as part of the Reserve Study update process described in Section 2.4 hereinbelow.
- (c) Lessee shall keep the Reserve Fund funded as required by the most recent updated Reserve Study. All interest and earnings on the funds in the Reserve Fund shall be added to the Reserve Fund and shall be treated as a credit against the Reserve Fund contributions otherwise required to be made by Lessee pursuant to this Section 2. Failure to maintain and replenish the Reserve Fund, not cured within thirty (30) days after Lessee receives written notice, shall constitute an Event of Default herewith.

2.2 <u>Use of Reserve Fund.</u>

Lessee and County agree that the purpose of the Reserve Fund shall be to provide (a) funds for Permitted Capital Expenditure Component(s) Work, as set forth in the most recent or updated Reserve Study. "Permitted Capital Expenditure Component(s)" shall consist of the Replacement-in-kind of existing systems beyond useful life, including, but not limited to, building exteriors and building systems (such as HVAC, mechanical, electrical, plumbing, underground storm and waste piping, underground dry utilities, vertical transportation/elevators, security systems, communications systems, irrigation systems, structural or roof, walkways and driveways, windows and exterior painting, Common Area flooring, and the Unit Components (as defined in Section 2.3 hereinbelow). "Permitted Capital Expenditure Component(s) Work" shall consist of additions, capital repairs, capital replacements, capital equipment, renovations or other capital upgrades that enhance the quality of Permitted Capital Expenditure Components. "Permitted Capital Expenditures" shall mean the costs that may be incurred by Lessee for Permitted Capital Expenditure Components Work. The Reserve Fund may be used only to fund Permitted Capital Expenditure Component Work as set forth in the Reserve Study as it may be modified from time to time, and as may be approved from time to time by the Director. All specific purposes and costs for which Lessee desires to utilize amounts from the Reserve Fund for Permitted Capital Expenditure Component Work not specified in the Reserve Study shall be subject to Director's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall not be required to obtain the Director's prior approval for the use of Reserve Funds for all Permitted Capital Expenditure Component Work as provided in the Reserve Study, provided Lessee delivers to the Director at least thirty (30) days prior written notice of its intention to make said Permitted Capital Expenditure Component Work, which notice shall set forth the anticipated amount of Permitted Capital Expenditures for such Permitted Capital Expenditure Component Work and when such Permitted Capital Expenditure Component Work at issue will commence and be completed. In the event that during any calendar year Lessee intends to spend less than required by the most recent updated Reserve Study, then Lessee shall be required to obtain the Director's approval, which approval shall not be unreasonably withheld.

- The Reserve Fund shall not be used for any of the following, all of which shall be separately funded by Lessee: (a) the cost of any portion of that certain renovation work to be performed by Lessee on the Premises (the "Renovation Work") (a copy of such description of the Renovation Work is attached hereto as Exhibit "B") or the cost of correcting any defect in the Renovation Work; (b) the cost of curing any deficiencies arising from the failure of Lessee to maintain and repair the Improvements in accordance with the requirements of this Lease; (c) the costs or expenses reimbursed by insurance, warranties or any other third party; (d) the costs of the initial construction of the Renovation Work; (e) the costs of new project amenities (e.g., barbeques or fitness equipment) or new common area furniture; (f) the cost of periodic, recurring or ordinary non-capital expenditures, repairs, maintenance or replacements that keep the Improvements or their systems in good operating condition, but that do not significantly add to their value or appreciably prolong their useful life or that otherwise constitute non-capital expenditures under generally accepted accounting principles consistently applied; (g) the costs for any necessary repairs to remedy any broken or damaged Unit Component; (h) the costs of furniture or appliances, except as expressly permitted by a Reserve Study or as otherwise approved by Director; or (i) the cost of any repair or replacement of an individual or a selected group of individual items, unless (A) such capital repair or replacement is part of a larger plan (which may be a phased plan as provided in the most recent Reserve Study) of capital repair or replacement of all, or substantially all, of a Permitted Capital Expenditure Component, or (B) such capital repair or replacement of an individual or selected group of individual items is expressly set forth in the most recent updated Reserve Study.
- (c) The Reserve Fund shall not be used for additional improvements, equipment or systems that were not part of the Improvements upon completion of the Renovation Work or subsequently installed as an approved Alteration under this Lease with Lessee's other funds, except for such upgrades as are approved by Director and only to the extent that the then-updated Reserve Study anticipates use of the applicable Reserve Fund for such purposes or the most recent updated Reserve Study is updated to adjust the future monthly Reserve Fund contributions to account for the unanticipated expenditure. Notwithstanding anything to the contrary contained hereinabove, any omission in the Reserve Study (including any failure in the Reserve Study to include an item that should be repaired, maintained or replaced), shall not release Lessee from any responsibility or obligation it may have to make a capital expenditure or repair for items not foreseen or included in the Reserve Study and/or part of the Reserve Fund.

2.3 Reserve Studies

(a) In order to provide the requisite funds for the Reserve Fund, Lessee shall cause a reserve study with respect to Permitted Capital Expenditure Components to be prepared within ninety (90) days from the date that is three (3) years after the Temporary or Final Certificate of Occupancy (whichever is earlier) is issued ("First Reserve Study Date") following completion of the Renovation Work currently anticipated to commence fourth quarter of 2021, and update the Reserve Study every three (3) years thereafter ("Required Reserve Study" or "Reserve Study"). The period of time between the initial Reserve Study (the "Initial Reserve Study") and the first updated Reserve Study is the "Initial Reserve Fund Period." Each Reserve Study shall be at Lessee's sole cost and expense and be completed on or before ninety (90) days prior to said anniversary date. Each Reserve Study shall be conducted and prepared by a company selected by Lessee and approved by the County, which approval shall not be unreasonably withheld, and which

company has special expertise in preparing capital improvement reserve studies for similar and comparable projects (e.g. physically similar in age and other physical characteristics) within Los Angeles County. In the event County and Lessee cannot agree upon a mutually acceptable company to prepare the Reserve Study, then Lessee and the Director shall each engage a company that is able to perform the Reserve Study (each, a "Potential Reserve Study Company") and the Potential Reserve Study Companies shall, amongst themselves, confer and determine which Potential Reserve Study Company shall perform the Reserve Study. If the Potential Reserve Study Companies cannot mutually agree on which Potential Reserve Study Company shall perform the Reserve Study, the Potential Reserve Study Companies shall collectively select an independent Reserve Study Company to perform the Reserve Study. (The reserve company engaged, whether by agreement of County and Lessee or pursuant to the procedures set forth in the preceding sentence, shall be referred to as the "Reserve Study Company"). In the event that the Reserve Study Company has not been selected on or before six (6) months from the issuance of the Temporary and/or Final Certificate of Completion, then the Director shall select the Reserve Study Company. Each Reserve Study shall address the monthly contribution required to adequately maintain the Permitted Capital Expenditure Components for the full Term of this Lease. In the event of any conflict regarding the appropriate levels of contribution to the Reserve Fund recommended by the Reserve Study Company, on the one hand, and any report and/or property assessment prepared for the benefit of any Encumbrance Holder, regarding its own separate reserve fund, the Reserve Study Company shall take the views of such consultant into consideration, but the final decision as to the appropriate levels of contribution to the Reserve Fund shall be determined solely by the Reserve Study Company.

- (b) The first Reserve Study shall identify any existing deferred maintenance and repair deficiencies that exist at the date of the first Reserve Study. Lessee shall be required to remedy any such maintenance deficiencies at Lessee's cost (without any use of the Reserve Fund) within ninety (90) days after the issuance of said first Reserve Study; provided, however, that if the nature of obligation is such that more than ninety (90) days are required for performance, then Lessee may diligently prosecute the same to completion as long as Lessee commences performance within such ninety (90) day period. If Lessee requires additional time to complete all existing maintenance deficiencies, then Lessee shall submit a schedule of repairs for Director's written approval, which approval will not be unreasonably withheld.
- (c) Each Reserve Study shall determine the monthly contribution amount required to be made to the Reserve Fund. If Director approves any Permitted Capital Expenditure from the Reserve Fund outside of those anticipated under the then-current Reserve Study (as previously updated), then such Reserve Study shall be updated within ninety (90) days following the date such Permitted Capital Expenditure is made to adjust the future monthly Reserve Fund contributions to take into consideration the unanticipated Permitted Capital Expenditure Component Work. Such updated Reserve Study shall remain applicable for the balance of the three (3) year period, unless such updated Reserve Study is required to be further updated prior to the expiration of such three (3) year period pursuant to this sentence.
- (d) Each Reserve Study shall contain the following: (i) identification of all Permitted Capital Expenditure Components requiring Permitted Capital Expenditure Component Work, including without limitation all improvements within a residential unit (e.g., carpets, drapes, appliances, wall coverings, floor coverings, countertops and the like) (collectively, the "Unit

Components") that have a remaining useful life of less than thirty (30) years; (ii) identification of the probable remaining useful life of all Permitted Capital Expenditure Components as of the date of the most recent updated Reserve Study; (iii) an estimate of the anticipated Permitted Capital Expenditures for the Permitted Capital Expenditure Component Work identified in clause (i); and (iv) an estimate of the total annual contribution to the Reserve Fund necessary to defray the cost of Permitted Capital Expenditure Components Work identified in clause (i) during and at the end of their useful life, after subtracting total funds then held in the Reserve Fund as of the date of the study. The Reserve Study Company shall have sole and absolute discretion in determining which Permitted Capital Expenditure Components to consider for the most recent updated Reserve Study; provided, however, that when the useful life of any Permitted Capital Expenditure Component becomes thirty (30) years or less, it shall be added to the Reserve Study.

- (e) For the purpose of each Reserve Study: (a) "useful life" is defined as the number of years each individual Permitted Capital Expenditure Component is expected to serve its intended purpose if given regular and proper maintenance, and (b) "remaining useful life" is defined as the expected number of years each individual Permitted Capital Expenditure Component will continue to serve its intended purpose prior to repair or replacement. In determining the remaining life of a Permitted Capital Expenditure Component, a certain level of continued preventative maintenance is assumed, but shall be stated explicitly wherever possible in the applicable Reserve Study. Lessee hereby agrees to commence and complete all Permitted Capital Expenditure Component Work that the Reserve Study recommends.
- Expenditure Components (as identified in the Reserve Study by the Reserve Study Company) at the end of the expected useful life of such Permitted Capital Expenditure Components and otherwise perform the Permitted Capital Expenditure Components Work prescribed in the most recent updated Reserve Study. Lessee shall be required to perform such Permitted Capital Expenditure Components Work within six (6) months after the expiration of the useful life of the applicable Permitted Capital Expenditure Component. If Lessee requires additional time to complete any such Permitted Capital Expenditures Work because of its inability to obtain access to the interior of a residential unit due to tenant occupancy, etc., then Lessee shall submit a construction schedule for Director's written approval, which approval will not be unreasonably withheld.

2.4 <u>Annual Updates By Lessee</u>.

On or before any Reserve Study is prepared, after the First Reserve Study Date (as defined in Section 2.3 above), the Reserve Study Company shall review the prior Reserve Study to update Permitted Capital Expenditure Component Work changes, and take into consideration Permitted Capital Expenditures actually made during the preceding three (3) years to determine whether additional needed funds should be contributed to the Reserve Fund that were not included in the prior year's Reserve Study ("Reserve Fund Update"). To assist the Reserve Study Company in preparing the Reserve Fund Update, Lessee shall provide to the Reserve Study Company access to the Premises and all Improvements, and an accounting of all required expenditures (if any) required by the Reserve Study to have been made for such prior calendar years, and the Reserve Study Company shall take such Permitted Capital Expenditures into account in preparing the Reserve Fund Update. Lessee shall submit to Director, for Director's reasonable approval, an

annual Reserve Fund expenditure plan ("Annual Reserve Fund Expenditure Plan") at least ninety (90) days prior to the commencement of each calendar year following the expiration of the Initial Reserve Fund Period and the Director or the County shall respond within sixty (60) days thereafter with specific written reasonable objections consistent with the Reserve Study, and if Director or County has no reasonable objections, then Lessee's proposed Annual Reserve Fund Expenditure Plan shall be approved. Each Annual Reserve Fund Expenditure Plan shall be consistent with the most recent updated Reserve Study, subject to modification for any unforeseen Permitted Capital Expenditure Component Work. Permitted Capital Expenditures from the Reserve Fund shall be consistent with the approved Annual Reserve Fund Expenditure Plan for such year, provided that Lessee shall have the right during each calendar year to submit for Director's reasonable approval one or more mid-year modifications to the Annual Reserve Fund Expenditure Plan to address unforeseen Permitted Capital Expenditure Components Work that may arise during such year.

2.5 <u>Final Reserve Study</u>.

- (a) A final updated Reserve Study (the "**Final Reserve Study**") shall be prepared and delivered to County no later than five (5) years prior to the expiration of the Term, as the same may be extended by mutual agreement of the County and Lessee. Prior to the preparation of the Final Reserve Study, County shall inform Lessee as to whether it intends to require the demolition of some or all of the Improvements at the end of the Term. The Final Reserve Study shall determine the monthly amounts, if any, required to be deposited to the Reserve Fund to fully fund (when combined with any amounts already on deposit in the Reserve Fund) the expected Permitted Capital Expenditure Component Work during the remaining Lease Term or the expected demolition costs (if County has indicated that it intends to require demolition of some or all of the Improvements), in accordance with Section 18 of the Lease, as amended by Amendment No. 6 to Lease for Parcel 18R. The monthly contribution amounts required for the Reserve Fund shall take into consideration any then current balance in the Reserve Fund.
- (b) Concurrently with the delivery of the Final Reserve Study, Lessee shall deliver to County the Demolition and Removal Report. The Demolition and Removal Report shall detail the cost and time period required for the demolition and removal of all Improvements or a portion subject to demolition.
- (c) If County elects not to require Lessee to demolish the Improvements or a portion subject to demolition at the end of the Term, then: (i) the Final Reserve Study shall make any adjustment for the cost for the future Permitted Capital Expenditure Component Work during the remaining Lease Term, and (ii) the Reserve Fund payments thereafter required to be made by Lessee shall continue to be used for purposes permitted under this Section 2, and (iii) any remaining funds in the Reserve Fund at the end of the Term shall be released to County.
- (d) If County elects to require Lessee to demolish the Improvements or a portion of the Improvements subject to demolition at the end of the Term and requires Lessee to provide security for its obligation to perform such removal obligations, then Lessee shall contribute to the Reserve Fund amounts thereafter required to be made by Lessee towards Lessee's obligations to fund the security requirements, and continue to fund any needed Permitted Capital Expenditure Component Work for any remaining Improvements, as determined by Director in Director's reasonable

discretion. As long as Lessee makes the Permitted Capital Expenditures prescribed under the Reserve Studies and complies with its obligations under this Lease with regard to the replacement of the Improvements during the Term and the demolition and removal of the Improvements at the end of the Term (if required), any surplus funds in the Reserve Fund at the end of the Term shall be released to Lessee after subtracting any amounts then owing by Lessee to County under the Lease.

2.6 Reserve Fund Account.

The Reserve Fund shall be held in a separate account established with an Institutional Lender (which may be Lessee's Encumbrance Holder) reasonably acceptable to and approved by Director. Lessee shall make deposits into the Reserve Fund as required hereunder and make disbursements from the Reserve Fund account as required or permitted hereunder, but only for Permitted Capital Expenditures and in accordance with the then current approved Annual Reserve Fund Expenditure Plan (with such adjustments as may be approved by Director). Lessee shall have the right to maintain the Reserve Fund with an Institutional Lender that is an approved Encumbrance Holder and to grant such lender a security interest in Lessee's interest in the Reserve Fund account, subject to administration of the Reserve in accordance with the requirements of this Section 2. Subject to the foregoing, the Reserve Fund account may concurrently satisfy a separate reserve fund requirement of Lessee's Encumbrance Holder. The amounts to be added to the Reserve Fund shall be inclusive of amounts required to be deposited with and held by an Encumbrance Holder. On or before January 15th of each year (and at any other time within thirty (30) days prior written notice from Director to Lessee), Lessee shall provide and deliver to Director an account statement reflecting the balance of the Reserve Fund as of the end of the calendar year along with a report that details all deposits to, earnings on, withdrawals (and the purpose of such withdrawals) from and the balance of the Reserve Fund.

- 3. <u>No Other Modifications</u>. Except as herein specifically amended, all terms, conditions and provisions of the Lease shall be and continue to remain in full force and effect and are unmodified, and each of the parties hereto reaffirms and reacknowledges their respective obligations under the Lease as amended hereby.
- 4. <u>Counterparts.</u> This Amendment may be executed in counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same instrument.

(Signatures on following page)

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Amendment No. 14 to Lease to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Lessee, by its duly authorized representative, has executed the same on the date first set forth above.

	COUN	NTY OF LOS ANGELES
	Ву:	KATHRYN BARGER Chair, Board of Supervisors
ATTEST:		
EDWARD YEN, Executive Officer-Clerk of the Board of S	Supervisor	rs
By:		
APPROVED AS TO FORM: DAWYN HARRISON COUNTY COUNSEL By:		
Deputy County Counsel		
APPROVED AS TO FORM:) I I D
GLASER WEIL FINK HOWARD & S	SHAPIR() LLP
By:		

-Continued on Next Page-

DOLPHIN MARINA, LTD.,

a California limited partnership

By: Alta Group GP, LLC,

Its General Partner

By:

Barry Cayton, Manager

Second Street Group GP, LLC, Its General Partner By:

By:

Ezra/Kest, Manager

DOLPHIN MARINA, LTD.,

a California limited partnership

By: Alta Group GP, LLC, Its General Partner

By: Barry Cayton, Manager

By: Second Street Group GP, LLC, Its General Partner

Ezra Kest, Manager

EXHIBIT "B"

RENOVATION WORK

This narrative is written to provide a general project concept, the initial project timing, and details regarding the overall renovation of Dolphin Marina Apartments. The building was built in the 1970s, is located at the terminus of Panay Way in Marina del Rey and consists of 204 apartment units that sit atop a single-story concrete podium.

Considering the age and general condition of this asset and our intent to prolong its useful life, we have engaged a design team consisting of an architect and engineers to document the renovation for County approvals and construction. While the scope is primarily limited to capital improvements and replacements, there is an inherent opportunity to refresh common areas that will improve the resident experience.

The renovation scope of work consists of the following items:

- 1. Comprehensive above ground, underground, in-wall, and in-floor utility, electrical and plumbing upgrades. This includes new wet and dry utilities, vertical waste and ventilation piping, and a new central boiler system.
- 2. Refresh of the building envelope consisting of roofing, windows, sliding glass doors, guardrails, patio walls, topping slab, main entry modifications, lighting, and painting.
- 3. The apartment units will be modified with in-kind replacement of kitchen and bathrooms components, and wall, floor, and ceiling finishes. New HVAC system will be installed in each unit.
- 4. The common areas will be modified in-kind with new wall, floor, and ceiling finishes. A corridor exhaust system will be installed for life safety protocol.
- 5. The garage will undergo renovations that include lighting, paint, and restriping.
- 6. The exterior perimeter improvements consist of minor sidewalk, curb, and roadway, and lighting modifications.
- 7. The (4) courtyards will be renovated to address podium waterproofing and concrete deterioration issues. Each courtyard will receive new finishes, including hard and soft scapes.

The execution of the project will be phased over a 36-month timeline, during which residents will be relocated to a unit within the project. The construction management plan consists of renovating 18 units at a time, which translates to 6 adjacent stacks and a total of 12 renovation tranches. Prior to starting the initial tranche, 18 units to receive displaced residents will be allocated. These displacement units will be used throughout the execution period and will be renovated as the last tranche, which is feasible due to natural vacancies. We are prepared to provide a smooth transition for each resident during the construction period. Schedule-wise, we anticipate commencing construction in the fourth quarter of 2021.

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	4/23/2025				
BOARD MEETING DATE	7/1/2025				
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th				
DEPARTMENT(S)	Parks and Recreation				
SUBJECT	ESTABLISH AND APPROVE SIX CAPITAL PROJECTS APPROVE PROJECT SCOPES, BUDGETS, AND APPROPRIATION ADJUSTMENT AUTHORIZE USE OF JOB ORDER CONTRACTS (SUPERVISORIAL DISTRICT 1) (FY2025-26, 4-VOTES)				
PROGRAM					
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No				
SOLE SOURCE CONTRACT	☐ Yes ⊠ No				
	If Yes, please explain why:				
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☐ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.				
DEADLINES/ TIME CONSTRAINTS					
COST & FUNDING	Total cost: Funding source: \$ 3,851,200 Prior Year Net County Cost				
	TERMS (if applicable): Explanation: During the Fiscal Year 2024-25 Supplemental Budget one-time funding was allocated in Capital Project No. 8A071 to fund security lighting improvements in parks with the highest need. The proposed six (6) projects will be fully funded by transferring a total of \$3,851,200 from Capital Project No. 8A071 to the six individual Capital Projects in the amounts included in the Board Letter budget.				
PURPOSE OF REQUEST	 Find the proposed projects categorically exempt from the California Environmental Quality Act, for the reasons stated in this Board letter and in the records of the proposed projects. 				
	2) Establish and approve the following proposed projects: Allen J. Martin Park Security Lighting Project, Capital Project No. 8A109, with a total project budget of \$330,000; Belvedere Community Regional Park Security Lighting Project, Capital Project No. 8A110, with a total project budget of \$700,000; City Terrace Park Security Lighting Project, Capital Project No. 8A111, with a total project budget of \$600,000; Eugene A. Obregon Park Security Lighting Project, Capital Project No. 8A112, with a total project budget of \$825,000; Rimgrove Park Security Lighting Project, Capital Project No. 8A113, with a total project budget of \$546,000; and Ruben F. Salazar Park Security Lighting Project, Capital				

	Project No. 8A114, with a total project budget of \$850,000.
	3) Approve an appropriation adjustment to transfer a total of \$3,851,000 from the Parks Security Lighting, Capital Project No. 8A071, in the amounts of: \$330,000 to Capital Project No. 8A109; \$700,00 to Capital Project No. 8A110; \$600,000 Capital Project No. 8A111; \$825,000 to Capital Project No. 8A112; \$546,000 to Capital Project No. 8A113; and \$850,000 to Capital Project No. 8A114 to fully fund the six (6) proposed projects.
	Authorize the Director of Parks and Recreation, or her designee, to deliver the proposed projects through Board-approved Job Order Contracts.
BACKGROUND (include internal/external issues that may exist including any related motions)	The Department, in conjunction with consultants, performed park lighting assessments for 61 parks, to create a matrix of recommendations and cost estimates for lighting improvements focused on critical park areas and amenities aligned with possible evening and nighttime park activities, and constituent and park staff safety. These critical park areas included parking lots, primary walkways, restrooms, building exteriors, sports courts, picnic shelters, and other similar areas. The results of the assessments were prioritized by the Department based on multiple criteria, including Los Angeles County Department of Public Health Office of Violence Prevention data, Security Incident Report data, park location data, and additional site assessments by Department staff.
	The six (6) Security Lighting Projects in Supervisorial District 1 will increase dusk and evening lighting throughout major portions of the parks, increase the utilization of park amenities, and provide a safer experience to constituents and park staff. Lighting will be increased within and around parking lots, along primary and secondary walkways, across sport courts and sport fields, around the exterior of buildings and restrooms, and to other park amenities.
EQUITY INDEX OR LENS	
WAS UTILIZED	If Yes, please explain how: According to the Park Needs Assessment, five of the six proposed Projects serve communities identified as high and very high park need, and the sixth park serves a moderate park need community. Additionally, related to park need and equity, the six proposed Project sites were
	chosen due to the results of the lighting assessments, in which assessment data was prioritized by the Department based on multiple criteria, including Los Angeles County Department of Public Health Office of Violence Prevention data, Security Incident Report data, park location data, and additional site assessments by Department staff.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No The proposed Projects will further the County Strategic Plan Goals to foster vibrant and resilient communities (North Star 2) and enhancing public safety (strategy 2.C.i) by increasing park lighting and reducing the risk of unlawful activity and crime, enhance the Department's community connections (strategy 2.F) by improving the Department's ability to deliver evening programming and create public spaces that are welcoming and accessible, and realizing tomorrow's government today (North Start 3) by modernizing infrastructure and obsolete lighting systems (strategy 3.F.ii).
DEPARTMENTAL	Name, Title, Phone # & Email:
CONTACTS	Dore Burry
	Departmental Facilities Planner 1
	626-238-8274 (cell)
	dburry@parks.lacounty.gov
	Chester Kano
	Chief of Development
	626-588-5316
	ckano@parks.lacounty.gov



COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

July 1, 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:

ESTABLISH AND APPROVE SIX CAPITAL PROJECTS
APPROVE PROJECT SCOPES, BUDGETS, AND
APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTS
(SUPERVISORIAL DISTRICT 1) (FY2025-26, 3-VOTES)

SUBJECT

Approval of the recommended actions will find the proposed projects exempt from the California Environmental Quality Act; establish and approve the proposed capital projects, project scopes, budgets, and appropriation adjustments; and authorize the Director of Parks and Recreation, or her designee, to proceed with the proposed projects utilizing Board-approved Job Order Contracts.

IT IS RECOMMENDED THAT THE BOARD:

- Find the proposed projects categorically exempt from the California Environmental Quality Act, for the reasons stated in this Board letter and in the records of the proposed projects.
- 2. Establish and approve the following proposed projects: Allen J. Martin Park Security Lighting Project, Capital Project No. 8A109, with a total project budget of \$330,000; Belvedere Community Regional Park Security Lighting Project, Capital Project No. 8A110, with a total project budget of \$700,000; City Terrace Park Security Lighting Project, Capital Project No. 8A111, with a total project budget of \$600,000; Eugene A. Obregon Park Security Lighting Project, Capital Project No. 8A112, with a total project budget of \$825,000; Rimgrove Park Security Lighting Project, Capital Project No. 8A113, with a total project budget of \$546,000; and Ruben F. Salazar Park Security Lighting Project, Capital Project No. 8A114, with a total project budget of \$850,000.

- 3. Approve an appropriation adjustment to transfer a total of \$3,851,000 from the Parks Security Lighting, Capital Project No. 8A071, as follows: \$330,000 to Capital Project No. 8A109; \$700,00 to Capital Project No. 8A110; \$600,000 to Capital Project No. 8A111; \$825,000 to Capital Project No. 8A112; \$546,000 to Capital Project No. 8A113; and \$850,000 to Capital Project No. 8A114 to fully fund the six (6) proposed projects.
- 4. Authorize the Director of Parks and Recreation, or her designee, to deliver the proposed projects through Board-approved Job Order Contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the six proposed projects exempt from the California Environmental Quality Act (CEQA); establish and approve Capital Project Numbers 8A109, 8A110, 8A111, 8A112, 8A113, and 8A114; and approve the proposed projects' budgets and appropriation adjustment. The recommended actions will also authorize DPR to implement the proposed projects through Board-approved Job Order Contracts (JOCs).

As highlighted in the County of Los Angeles Department of Parks and Recreation's (DPR) Strategic Plan, addressing safety at park facilities is a top priority. DPR's Strategic Plan, with extensive community, stakeholder, and Board engagement, identifies key actions on park safety, outlining a comprehensive roadmap for the next five years. DPR priorities for staff and park safety includes the installation of outdoor security lighting and security cameras, and safety training initiatives.

Background

Many of DPR's parks were developed in the 1970's and 1980's and have not been altered or augmented for lighting since that time. In June 2022, DPR, in conjunction with consultants, began performing park lighting assessments for 61 parks. The objective was to assess existing lighting illumination, using high resolution drone imagery and field observations, to provide recommendations and cost estimates for lighting improvements focused on critical park areas and amenities aligned with possible evening and nighttime park activities and constituent and park staff safety. These critical park areas included parking lots, primary walkways, restrooms, building exteriors, sports courts, picnic shelters, and other similar areas. The park lighting assessments concluded by identifying lighting improvements at 61 parks for a total estimated cost of \$67,548,000.

The results of the assessments were prioritized by DPR based on multiple criteria, including Los Angeles County Department of Public Health Office of Violence Prevention data, Security Incident Report data, park location data, and additional site assessments by DPR staff. DPR determined that the 20 parks with the highest need, based on the aforementioned criteria, should be addressed.

The six security lighting projects in Supervisorial District 1 will increase dusk and evening lighting throughout major portions of the six parks, increase the utilization of park amenities, and provide a safer experience to constituents and park staff. Lighting will be increased within and around parking lots, along primary and secondary walkways, across sport courts and sport fields, around the exterior of buildings and restrooms, and to other park amenities. The improvements will provide significant results, assisting DPR in delivering vital services and programming, such as Parks After Dark, in a safer, more energy efficient, and welcoming manner.

Proposed scopes include replacing existing light poles and fixtures that are damaged, non-functional, or at the end of their lifespan, installing additional new light poles and fixtures where appropriate, installing new exterior light fixtures around the exterior of buildings and restrooms, and replacing or installing new lighting control panels to better adjust and control park illuminance.

Implementation of Strategic Plan Goals

The proposed recommendations will further the County Strategic Plan Goals to foster vibrant and resilient communities (North Star 2) and enhance public safety (Strategy 2.C.i) by increasing park lighting and reducing the risk of unlawful activity and crime, enhance DPR's community connections (Strategy 2.F) by improving DPR's ability to deliver evening programming and create public spaces that are welcoming and accessible, and realizing tomorrow's government today (North Star 3) by modernizing infrastructure and obsolete lighting systems (Strategy 3.F.ii).

Implementation of County Sustainability Goals

The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed projects will support Goal 6 Strategy 6A of improving accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities by increasing the potential for park use during the evening hours, support Goal 6 Strategy 6B of increasing inclusive design by improving evening lighting to expand the potential evening programming hours for park users and ability to host events (such as Parks After Dark events and programming), and support Goal 6 Strategy 6C of utilizing sustainability practices in the design and management of parks, and Goal 9 Strategy 9C of reducing energy consumption by replacing old lighting and electrical infrastructure with more energy efficient LED fixtures and lighting delivery systems.

Implementation of County Anti-Racism, Diversity, and Inclusion Initiative

The proposed projects are aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles (Principles) adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent

with these Principles, DPR has developed and proposes implementation of projects that support the most disadvantaged geographies and populations. Data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify the projects. Finally, the investment represents an important step in continuing to advance DPR's urgent and bold action to achieve tangible results to eliminate racism.

FISCAL IMPACT/FINANCING

The total project cost estimate is \$3,851,000, broken down as follows: Allen J. Martin Park Security Lighting Project (\$330,000), Belvedere Community Regional Park Security Lighting Project (\$700,000), City Terrace Park Security Lighting Project, (\$600,000), Eugene A. Obregon Park Security Lighting Project (\$825,000), Rimgrove Park Security Lighting Project (\$546,000), and Ruben F. Salazar Park Security Lighting Project (\$850,000). These amounts include plans and specifications, project management consultant services, jurisdictional review and permits, construction, change order/contingency, Civic Art (as applicable), and County services. The proposed Project Schedules and Budget Summaries are included in Attachment I and Attachment II.

During the Fiscal Year 2024-25 Supplemental Budget, \$17,000,000 in one-time net County cost was allocated to Capital Project No. 8A071, Parks Security Lighting, to fund the top 20 parks in high need of security lighting. Approval of the appropriation adjustment will reflect a total transfer of \$3,851,000 from the Parks Security Lighting, Capital Project No. 8A071, as follows: \$330,000 to Capital Project No. 8A109; \$700,00 to Capital Project No. 8A110; \$600,000 Capital Project No. 8A111; \$825,000 to Capital Project No. 8A112; \$546,000 to Capital Project No. 8A113; and \$850,000 to Capital Project No. 8A114, to fully fund the six (6) proposed projects.

OPERATING BUDGET IMPACT

Based on the proposed project descriptions, DPR does not anticipate any one-time startup or ongoing costs. The provisions of the proposed projects have maintenance requirements that will be fulfilled with existing departmental staff and resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

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

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed project budgets for the Belvedere Community Regional Park Security Lighting Project, Capital Project No. 8A110; City Terrace Park Security Lighting Project, Capital Project No. 8A111; Eugene A. Obregon Park Security Lighting Project, Capital Project No. 8A112; Rimgrove Park Security Lighting Project, Capital Project No. 8A113; and Ruben F. Salazar Park Security Lighting Project, Capital Project No. 8A114 include one percent (1%) of eligible design and construction costs, in the amounts of \$7,000, \$6,000, \$9,000, \$6,000, and \$9,000 respectively, to be allocated to the Civic Art Fund. The proposed Allen J. Martin Park Security Lighting Project, Capital Project No. 8A109, is exempt from Civic Art Allocation as the eligible project cost is under \$500,000.

ENVIRONMENTAL DOCUMENTATION

The proposed projects are categorically exempt from the California Environmental Quality Act (CEQA). The proposed projects, which include the removal and replacement of existing light fixtures and light poles, and installation of new light fixtures and poles, are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in sections 15302(c), 15303(e) and 15331 of the State CEQA Guidelines and Classes 2(e) and 3(b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The projects involve restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety; installation of small new structures; and maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

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

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

CONTRACTING PROCESS

Design plans and specifications, including construction documents, will be completed by Board-approved as-needed consultants. Implementation of the improvements will be completed using a combination of Board-approved JOCs and County Purchase Orders. Board-approved JOCs will deliver the security lighting installations and related improvements. County Purchase Orders will be used for procuring selected long lead time fixtures. The combination of the two delivery methods will allow for the most expedient and cost-effective implementation of the proposed projects. Where used, DPR has made the determination that the use of JOCs is the most appropriate procurement method for delivery of the construction scope.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no impact to County services at the facilities.

CONCLUSION

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

Should you have any questions please contact Dore Burry at (626) 588-5098 or dburry@parks.lacounty.gov, Chester Kano at (626)588-5316 or ckano@parks.lacounty.gov, Johanna Hernandez or at (626) 588-5370 or bll@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ Director

NEG:AB:CK:DA:db

Attachments

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

<u>ATTACHMENT I</u>

PROJECT SUMMARY	<u> </u>											
Project Name	Securi Proje	Martin Park ity Lighting ct, Capital t No. 8A109	Con Regio Securi Projec Project	vedere nmunity onal Park ty Lighting ct, Capital No. 8A110	Securi Proje	errace Park ity Lighting ct, Capital t No. 8A111	Park Lighti Capita	A. Obregon Security ng Project, I Project No. BA112	Secur Proje	grove Park rity Lighting ect, Capital et No. 8A113	Park Lighti Capita	n F. Salazar c Security ng Project, l Project No. BA114
Project Location	St, La	E Giordano Puente, CA 91744	Chave	E Cesar E z Ave, Los s, CA 90022	Los A	Hazard Ave, ngeles, CA 90063		1st St, Los s, CA 90063		ngrove Dr, La e, CA 91744	Los A	Vhittier Blvd, Ingeles, CA 90023
Project Scope	Improve park lighting within and adjacent to parking lots, walkways, sport courts and fields, and along the exterior of buildings and restrooms.		Improve park lighting within and adjacent to parking lots, walkways, sport courts and fields, and along the exterior of buildings and restrooms.		Improve park lighting within and adjacent to parking lots, walkways, sport courts and fields, and along the exterior of buildings and restrooms.		Improve park lighting within and adjacent to parking lots, walkways, sport courts and fields, and along the exterior of buildings and restrooms.		Improve park lighting within and adjacent to parking lots, walkways, sport courts and fields, and along the exterior of buildings and restrooms.		Improve park lighting within and adjacent to parking lots, walkways, sport courts and fields, and along the exterior of buildings and restrooms.	
PROJECT SCHEDULE												
Board Approval	Ju	ly 2025	July 2025		July 2025		July 2025		July 2025		July 2025	
Design Services	Septe	mber 2025	September 2025		September 2025		September 2025		September 2025		September 2025	
Construction Award	Octo	ober 2025	October 2025		October 2025		October 2025		October 2025		October 2025	
Substantial Completion	Febr	uary 2026	February 2026		February 2026		February 2026		February 2026		February 2026	
Project Acceptance	Ма	rch 2026	March 2026		March 2026		March 2026		March 2026		March 2026	
PROJECT BUDGET SUMMARY												
Construction												
Construction	\$	235,000.00	\$	506,000.00	\$	430,000.00	\$	594,000.00	\$	390,000.00	\$	611,000.00
Change Orders	\$	34,000.00	\$	74,000.00	\$	65,000.00	\$	90,000.00	\$	58,000.00	\$	95,000.00
Subtotal	\$	269,000.00	\$	580,000.00	\$	495,000.00	\$	684,000.00	\$	448,000.00	\$	706,000.00
Civic Art	\$	-	\$	7,000.00	\$	6,000.00	\$	9,000.00	\$	6,000.00	\$	9,000.00
Plans and Specifications	\$	26,000.00	\$	60,000.00	\$	50,000.00	\$	67,000.00	\$	44,000.00	\$	69,000.00
Consultant Services	\$	15,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
Miscellaneous Expenditures	\$	0	\$	0	\$	0	\$	0	\$	0	\$	0
Jurisdictional Review/Plan Check/Permits	\$	5,000.00	\$	11,000.00	\$	9,000.00	\$	13,000.00	\$	9,000.00	\$	14,000.00
County Services	\$	15,000.00	\$	22,000.00	\$	20,000.00	\$	32,000.00	\$	19,000.00	\$	32,000.00
TOTAL	\$	330,000.00	\$	700,000.00	\$	600,000.00	\$	825,000.00	\$	546,000.00	\$	850,000.00

ATTACHMENT II

COUNTY OF LOS ANGELES - DEPARTMENT OF PARKS AND RECREATION SUPERVISORIAL DISTRICT 1 SECURITY LIGHTING PROJECTS TOTAL CAPITAL PROJECT BUDGET FISCAL YEAR 2025-2026

No.	PROJECT #	PROJECT LOCATION	PROJECT DESCRIPTION	FUNDING SOURCE	AMOUNT
1	8A109	Allen J. Martin Park	Allen J. Martin Park Security Lighting Project	CP No. 8A071	330,000
2	8A110	Belvedere Community Regional Park	Belvedere Community Regional Park Security Lighting Project	CP No. 8A071	700,000
3	8A111	City Terrace Park	City Terrace Park Security Lighting Project	CP No. 8A071	600,000
4	8A112	Eugene A. Obregon Park	Eugene A. Obregon Park Security Lighting Project	CP No. 8A071	825,000
5	8A113	Rimgrove Park	Rimgrove Park Security Lighting Project	CP No. 8A071	546,000
6	8A114	Ruben F. Salazar Park	Ruben F. Salazar Park Security Lighting Project	CP No. 8A071	850,000
				Total:	3,851,000

PINK

OFFICIAL COPY BA FORM 10142022

BOARD OF SUPERVISORS

			July 01, 2025
		NTY OF LOS ANGELES	
	REQUEST FOR APPR	OPRIATION ADJUSTMENT	
	DEPARTMENT OF	F PARKS AND RECREATION	
	N ADJUSTMENT IS DEEMED NECESSARY B'		THE ACCOUNTING ENTRIES AND AVAILABLE
	ADJUSTMENT REQUES	TED AND REASONS THEREFORE	
		Y 2025-26	
	з	B - VOTES	
S	OURCES		USES
BA DETAIL - SEE ATTACHMENT PAG	E 1	BA DETAIL - SEE ATTACHMENT PAG	E 1
SOURCES TOTAL	\$ 3,851,000	USES TOTAL	\$ 3,851,000
JUSTIFICATION			
Security Lighting Projects at Alle	in appropriation from the Parks Secu n J. Martin Park, CP #8A109, Belveder A112, Rimgrove Park, CP #8A113, and	e Community Regional Park, CP #8A	
DOADD OF CUREDWICORIC ARREST	/AC DEOLIGETED /DEVICED	AUTHORIZED SIGNATURE	Carolyn Bernardez, Chief Financial Officer
BOARD OF SUPERVISOR'S APPROVAI	. (AS REQUESTED/REVISED)		
REFERRED TO THE CHIEF	ACTION	APPROVED AS REQUEST	ED
EXECUTIVE OFFICER FOR	RECOMMENDATION	APPROVED AS REVISED	
AUDITOR-CONTROLLER	ВУ	CHIEF EXECUTIVE OFFICER	ВУ
B.A. NO.	DATE		DATE
		- '	

COUNTY OF LOS ANGELES

MID-YEAR BUDGET ADJUSTMENT

		025-26	
	3 - \	OTES	
SOURCES		USES	
PARKS AND RECREATION		PARKS AND RECREATION	
PARKS SECURITY LIGHTING		ALLEN J. MARTIN PARK SECURITY LIGHTING PROJECT	
A01-CP-6014-65043-8A071		A01-CP-6014-65043-8A109	
CAPITAL ASSETS - B & I DECREASE APPROPRIATION	2 951 000	CAPITAL ASSETS - B & I INCREASE APPROPRIATION	220.000
DECREASE APPROPRIATION	3,851,000	INCREASE APPROPRIATION	330,000
		PARKS AND RECREATION	
		BELVEDERE COMMUNITY REGIONAL PARK SECURITY LIGHTING	G PROJECT
		A01-CP-6014-65043-8A110	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	700,000
		PARKS AND RECREATION	
		CITY TERRACE PARK SECURITY LIGHTING PROJECT	
		A01-CP-6014-65043-8A111	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	600,000
		PARKS AND RECREATION	
		EUGENE A. OBREGON PARK SECURITY LIGHTING PROJECT	
		A01-CP-6014-65043-8A112	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	825,000
		PARKS AND RECREATION	
		RIMGROVE PARK SECURITY LIGHTING PROJECT	
		A01-CP-6014-65043-8A113	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	546,000
		PARKS AND RECREATION	
		RUBEN F. SALAZAR PARK SECURITY LIGHTING PROJECT	
		A01-CP-6014-65043-8A114	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	850,000
SOURCES TOTAL	\$ 3,851,000	USES TOTAL \$	3,851,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	4/23/2025							
BOARD MEETING DATE	7/1/2025							
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☑ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th							
DEPARTMENT(S)	Parks and Recreation							
SUBJECT	ESTABLISH AND APPROVE THIRTEEN CAPITAL PROJECTS APPROVE PROJECT SCOPES, BUDGETS, AND APPROPRIATION ADJUSTMENT AUTHORIZE USE OF JOB ORDER CONTRACTS (SUPERVISORIAL DISTRICT 2) (FY2025-26, 4-VOTES)							
PROGRAM								
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No							
SOLE SOURCE CONTRACT	☐ Yes ⊠ No							
	If Yes, please explain why:							
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☐ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.							
DEADLINES/ TIME CONSTRAINTS								
COST & FUNDING	Total cost: Funding source: Prior Year Net County Cost							
	TERMS (if applicable):							
	Explanation: During the Fiscal Year 2024-25 Supplemental Budget one-time funding was allocated in Capital Project No. 8A071 to fund security lighting improvements in parks with the highest need. The proposed thirteen (13) projects will be fully funded by transferring a total of \$12,051,200 from Capital Project No. 8A071 to the thirteen individual Capital Projects in the amounts included in the Board Letter budget.							
PURPOSE OF REQUEST	Find the proposed projects categorically exempt from the California Environmental Quality Act, for the reasons stated in this Board letter and in the records of the proposed projects.							
	2. Establish and approve the following proposed projects: Alondra Community Regional Park Security Lighting Project, Capital Project No. 8A115, with a total project budget of \$1,701,000; Athens Park Security Lighting Project, Capital Project No. 8A116, with a total project budget of \$401,000; Colonel Leon H. Washington Park Security Lighting Project, Capital Project No. 8A117, with a total project budget of \$630,000; East Rancho Dominguez Park Security Lighting Project, Capital Project No. 8A118, with a total project budget of \$652,000; Enterprise Park Security Lighting Project, Capital Project No. 8A119,							

with a total project budget of \$763,000; Franklin D. Roosevelt Park Security Lighting Project, Capital Project No. 8A120, with a total project budget of \$1,653,000; Helen Keller Park Security Lighting Project, Capital Project No. 8A121, with a total project budget of \$494,000; Jesse Owens Community Regional Park Security Lighting Project, Capital Project No. 8A122, with a total project budget of \$1,600,000; Lennox Park Security Lighting Project, Capital Project No. 8A123, with a total project budget of \$424,000; Mary M. Bethune Park Security Lighting Project, Capital Project No. 8A124, with a total project budget of \$400.000: Mona Park Security Lighting Project, Capital Project No. 8A125, with a total project budget of \$928,000; Roy Campanella Park Security Lighting Project, Capital Project No. 8A126, with a total project budget of \$499.000; and Ted Watkins Memorial Park Security Lighting Project, Capital Project No. 8A127, with a total project budget of \$1,906,000. 3. Approve an appropriation adjustment to transfer a total of \$12,051,000 from the Parks Security Lighting, Capital Project No. 8A071, in the amounts of: \$1,701,000 to Capital Project No. 8A115; \$401,000 to Capital Project No. 8A116; \$630,000 to Capital Project No. 8A117; \$652,000 to Capital Project No. 8A118; \$763,000 to Capital Project No. 8A119; \$1,653,000 to Capital Project No. 8A120; \$494,000 to Capital Project No. 8A121; \$1,600,000 to Capital Project No. 8A122; \$424,000 to Capital Project No. 8A123; \$400,000 to Capital Project No. 8A124; \$928,000 to Capital Project No. 8A125; \$499,000 to Capital Project No. 8A126; and \$1,906,000 to Capital Project No. 8A127 to fully fund the thirteen (13) proposed projects. 4. Authorize the Director of Parks and Recreation, or her designee, to deliver the proposed projects through Board-approved Job Order Contracts. BACKGROUND The Department, in conjunction with consultants, performed park lighting assessments (include internal/external for 61 parks, to create a matrix of recommendations and cost estimates for lighting improvements focused on critical park areas and amenities aligned with possible issues that may exist evening and nighttime park activities, and constituent and park staff safety. These including any related motions) critical park areas included parking lots, primary walkways, restrooms, building exteriors, sports courts, picnic shelters, and other similar areas. The results of the assessments were prioritized by the Department based on multiple criteria, including Los Angeles County Department of Public Health Office of Violence Prevention data, Security Incident Report data, park location data, and additional site assessments by Department staff. The thirteen Security Lighting Projects in Supervisorial District 2 will increase dusk and evening lighting throughout major portions of the parks, increase the utilization of park amenities, and provide a safer experience to constituents and park staff. Lighting will be increased within and around parking lots, along primary and secondary walkways, across sport courts and sport fields, around the exterior of buildings and restrooms. and to other park amenities. **EQUITY INDEX OR LENS** ⊠ Yes ☐ No **WAS UTILIZED** If Yes, please explain how: According to the Park Needs Assessment, eight of the proposed Projects serve communities identified as high and very high park need, and the other parks serves moderate park needs communities. Additionally, related to park need and equity, the thirteen proposed Project sites were chosen due to the results of the lighting assessments, in which assessment data was prioritized by the Department based on multiple criteria, including Los Angeles County Department of Public Health Office of Violence Prevention data, Security Incident Report data, park location data, and additional site assessments by Department staff. SUPPORTS ONE OF THE NINE BOARD PRIORITIES The proposed Projects will further the County Strategic Plan Goals to foster vibrant and resilient communities (North Star 2) and enhancing public safety (strategy 2.C.i) by increasing park lighting and reducing the risk of unlawful activity and crime, enhance the Department's community connections (strategy 2.F) by improving the Department's ability to deliver evening programming and create public spaces that are welcoming and

	accessible, and realizing tomorrow's government today (North Start 3) by modernizing infrastructure and obsolete lighting systems (strategy 3.F.ii).
DEPARTMENTAL	Name, Title, Phone # & Email:
CONTACTS	Dore Burry
	Departmental Facilities Planner 1
	626-238-8274 (cell)
	dburry@parks.lacounty.gov
	Chester Kano
	Chief of Development
	626-588-5316
	ckano@parks.lacounty.gov



COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

July 1, 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:

ESTABLISH AND APPROVE THIRTEEN CAPITAL PROJECTS
APPROVE PROJECT SCOPES, BUDGETS, AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTS
(SUPERVISORIAL DISTRICT 2) (FY2025-26, 3-VOTES)

SUBJECT

Approval of the recommended actions will find the proposed projects exempt from the California Environmental Quality Act; establish and approve the proposed capital projects, project scopes, budgets, and appropriation adjustment; and authorize the Director of Parks and Recreation, or her designee, to proceed with the proposed projects utilizing Board-approved Job Order Contracts.

IT IS RECOMMENDED THAT THE BOARD:

- Find the proposed projects categorically exempt from the California Environmental Quality Act, for the reasons stated in this Board letter and in the records of the proposed projects.
- 2. Establish and approve the following proposed projects: Alondra Community Regional Park Security Lighting Project, Capital Project No. 8A115, with a total project budget of \$1,701,000; Athens Park Security Lighting Project, Capital Project No. 8A116, with a total project budget of \$401,000; Colonel Leon H. Washington Park Security Lighting Project, Capital Project No. 8A117, with a total project budget of \$630,000; East Rancho Dominguez Park Security Lighting Project, Capital Project No. 8A118, with a total project budget of \$652,000; Enterprise Park Security Lighting Project, Capital Project No. 8A119, with a total project budget of \$763,000; Franklin D. Roosevelt Park Security Lighting Project, Capital Project No. 8A120, with a total project budget of \$1,653,000; Helen Keller Park Security Lighting Project, Capital Project No. 8A121, with a total project budget of \$494,000; Jesse Owens Community Regional Park Security Lighting

Project, Capital Project No. 8A122, with a total project budget of \$1,600,000; Lennox Park Security Lighting Project, Capital Project No. 8A123, with a total project budget of \$424,000; Mary M. Bethune Park Security Lighting Project, Capital Project No. 8A124, with a total project budget of \$400,000; Mona Park Security Lighting Project, Capital Project No. 8A125, with a total project budget of \$928,000; Roy Campanella Park Security Lighting Project, Capital Project No. 8A126, with a total project budget of \$499,000; and Ted Watkins Memorial Park Security Lighting Project, Capital Project No. 8A127, with a total project budget of \$1,906,000.

- 3. Approve an appropriation adjustment to transfer a total of \$12,051,000 from the Parks Security Lighting, Capital Project No. 8A071, as follows: \$1,701,000 to Capital Project No. 8A115; \$401,000 to Capital Project No. 8A116; \$630,000 to Capital Project No. 8A117; \$652,000 to Capital Project No. 8A118; \$763,000 to Capital Project No. 8A119; \$1,653,000 to Capital Project No. 8A120; \$494,000 to Capital Project No. 8A121; \$1,600,000 to Capital Project No. 8A122; \$424,000 to Capital Project No. 8A123; \$400,000 to Capital Project No. 8A124; \$928,000 to Capital Project No. 8A125; \$499,000 to Capital Project No. 8A126; and \$1,906,000 to Capital Project No. 8A127 to fully fund the thirteen (13) proposed projects.
- 4. Authorize the Director of Parks and Recreation, or her designee, to deliver the proposed projects through Board-approved Job Order Contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the 13 proposed projects exempt from the California Environmental Quality Act (CEQA); establish and approve Capital Project Numbers 8A115, 8A116, 8A117, 8A118, 8A119, 8A120, 8A121, 8A122, 8A123, 8A124, 8A125, 8A126, and 8A127; and approve the proposed projects' budgets and appropriation adjustment. The recommended actions will also authorize DPR to implement the proposed projects through Board-approved Job Order Contracts (JOCs).

As highlighted in the County of Los Angeles Department of Parks and Recreation's (DPR) Strategic Plan, addressing safety at park facilities is a top priority. DPR's Strategic Plan, with extensive community, stakeholder, and Board engagement, identifies key actions on park safety, outlining a comprehensive roadmap for the next five years. DPR priorities for staff and park safety includes installation of outdoor security lighting and security cameras, and safety training initiatives.

Background

Many of DPR's parks were developed in the 1970's and 1980's and have not been altered or augmented for lighting since that time. In June 2022, DPR, in conjunction with consultants, began performing park lighting assessments for 61 parks. The objective was to assess existing lighting illumination, using high resolution drone imagery and field observations, to provide recommendations and cost estimates for lighting improvements

focused on critical park areas and amenities aligned with possible evening and nighttime park activities and constituent and park staff safety. These critical park areas included parking lots, primary walkways, restrooms, building exteriors, sports courts, picnic shelters, and other similar areas. The park lighting assessments concluded by identifying lighting improvements at 61 parks for a total estimated cost of \$67,548,000.

The results of the assessments were prioritized by DPR based on multiple criteria, including Los Angeles County Department of Public Health Office of Violence Prevention data, Security Incident Report data, park location data, and additional site assessments by DPR staff. DPR determined that the 20 parks with the highest need, based on the aforementioned criteria, should be addressed.

The 13 security lighting projects in Supervisorial District 2 will increase dusk and evening lighting throughout major portions of the thirteen parks, increase the utilization of park amenities, and provide a safer experience to constituents and park staff. Lighting will be increased within and around parking lots, along primary and secondary walkways, across sport courts and sport fields, around the exterior of buildings and restrooms, and to other park amenities. The improvements will provide significant results, assisting DPR in delivering vital services and programming, such as Parks After Dark, in a safer, more energy efficient, and welcoming manner.

Proposed scopes include replacing existing light poles and fixtures that are damaged, non-functional, or at the end of their lifespan, installing additional new light poles and fixtures where appropriate, installing new exterior light fixtures around the exterior of buildings and restrooms, and replacing or installing new lighting control panels to better adjust and control park illuminance.

Implementation of Strategic Plan Goals

The proposed recommendations will further the County Strategic Plan Goals to foster vibrant and resilient communities (North Star 2) and enhance public safety (Strategy 2.C.i) by increasing park lighting and reducing the risk of unlawful activity and crime, enhance DPR's community connections (Strategy 2.F) by improving DPR's ability to deliver evening programming and create public spaces that are welcoming and accessible, and realizing tomorrow's government today (North Star 3) by modernizing infrastructure and obsolete lighting systems (Strategy 3.F.ii).

Implementation of County Sustainability Goals

The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed projects will support Goal 6 Strategy 6A of improving accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities by increasing the potential for park use during the evening hours, support Goal 6 Strategy 6B of increasing inclusive design by improving evening lighting to expand the potential evening programming hours for park users and

ability to host events (such as Parks After Dark events and programming), and support Goal 6 Strategy 6C of utilizing sustainability practices in the design and management of parks, and Goal 9 Strategy 9C of reducing energy consumption by replacing old lighting and electrical infrastructure with more energy efficient fixtures and lighting delivery systems.

Implementation of County Anti-Racism, Diversity, and Inclusion Initiative

The proposed projects are aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles (Principles) adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these Principles, DPR has developed and proposes implementation of projects that support the most disadvantaged geographies and populations. Data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify the projects. Finally, the investment represents an important step in continuing to advance DPR's urgent and bold action to achieve tangible results to eliminate racism.

FISCAL IMPACT/FINANCING

The total project cost estimate is \$12,051,000, broken down as follows: Alondra Community Regional Park Security Lighting Project (\$1,701,000), Athens Park Security Lighting Project (\$401,000), Colonel Leon H. Washington Park Security Lighting Project (\$630,000), East Rancho Dominguez Park Security Lighting Project (\$652,000), Enterprise Park Security Lighting Project (\$763,000), Franklin D. Roosevelt Park Security Lighting Project (\$1,653,000), Helen Keller Park Security Lighting Project (\$494,000), Jesse Owens Community Regional Park Security Lighting Project (\$1,600,000), Lennox Park Security Lighting Project (\$424,000), Mary M. Bethune Park Security Lighting Project (\$400,000), Mona Park Security Lighting Project (\$928,000), Roy Campanella Park Security Lighting Project (\$499,000), and Ted Watkins Memorial Park Security Lighting Project (\$1,906,000). These amounts include plans and specifications, project management consultant services, jurisdictional review and permits, construction, change order/contingency, Civic Art (as applicable), and County services. The proposed project Schedules and Budget Summaries are included in Attachment I and Attachment II.

During the Fiscal Year 2024-25 Supplemental Budget, \$17,000,000 in one-time net County cost was allocated to Capital Project No. 8A071, Parks Security Lighting, to fund the top 20 parks in high need of security lighting.

Approval of the appropriation adjustment will reflect a total transfer of \$12,051,000 from the Parks Security Lighting, Capital Project No. 8A071, as follows: \$1,701,000 to Capital Project No. 8A115; \$401,000 to Capital Project No. 8A116; \$630,000 to Capital Project No. 8A117; \$652,000 to Capital Project No. 8A118; \$763,000 to Capital Project No. 8A119; \$1,653,000 to Capital Project No. 8A120; \$494,000 to Capital Project No. 8A121; \$1,600,000 to Capital Project No. 8A123;

\$400,000 to Capital Project No. 8A124; \$928,000 to Capital Project No. 8A125; \$499,000 to Capital Project No. 8A126; and \$1,906,000 to Capital Project No. 8A127 to fully fund the thirteen (13) proposed projects

OPERATING BUDGET IMPACT

Based on the proposed project descriptions, DPR does not anticipate any one-time startup or ongoing costs. The provisions of the proposed projects have maintenance requirements that will be fulfilled with existing departmental staff and resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed project budgets for the Alondra Community Regional Park Security Lighting Project, Capital Project No. 8A115; Colonel Leon H. Washington Park Security Lighting Project, Capital Project No. 8A117; East Rancho Dominguez Park Security Lighting Project, Capital Project No. 8A118; Enterprise Park Security Lighting Project, Capital Project No. 8A119; Franklin D. Roosevelt Park Security Lighting Project, Capital Project No. 8A120; Jesse Owens Community Regional Park Security Lighting Project, Capital Project No. 8A122; Mona Park Security Lighting Project, Capital Project No. 8A125; and Ted Watkins Memorial Park Security Lighting Project, Capital Project No. 8A127 include one percent (1%) of eligible design and construction costs, in the amounts of \$18,000, \$7,000, \$7,000, \$8,000, \$17,000, \$16,000, \$10,000, and \$20,000 respectively, to be allocated to the Civic Art Fund. The proposed Athens Park Security Lighting Project, Capital Project No. 8A116; Helen Keller Park Security Lighting Project, Capital Project No. 8A121; Lennox Park Security Lighting Project, Capital Project No. 8A123; Mary M. Bethune Park Security Lighting Project, Capital Project No. 8A124; and Roy Campanella Park Security Lighting Project, Capital Project No. 8A126 are exempt from Civic Art Allocation as the eligible cost of each project is under \$500,000.

ENVIRONMENTAL DOCUMENTATION

The proposed Projects are categorically exempt from the California Environmental Quality Act (CEQA). The proposed projects, which include the removal and replacement of existing light fixtures and light poles, and installation of new light fixtures and poles, are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in sections 15302(c), 15303(e) and 15331 of the State CEQA Guidelines and Classes 2(e) and 3(b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The projects involve restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety; installation of small new structures; and maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

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

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

CONTRACTING PROCESS

Design plans and specifications, including construction documents, will be completed by Board-approved as-needed consultants. Implementation of the improvements will be completed using a combination of Board-approved JOCs and County Purchase Orders. Board-approved JOCs will deliver the security lighting installations and related improvements. County Purchase Orders will be used for procuring selected long lead time fixtures. The combination of the two delivery methods will allow for the most expedient and cost-effective implementation of the proposed projects. Where used, DPR has made the determination that the use of JOCs is the most appropriate procurement method for delivery of the construction scope.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no impact to County services at the facilities.

CONCLUSION

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

Should you have any questions please contact Dore Burry at (626) 588-5098 or dburry@parks.lacounty.gov, Chester Kano at (626) 588-5316 or ckano@parks.lacounty.gov, or Johanna Hernandez at (626) 588-5370 or bll@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ Director

NEG:AB:CK:DA:db

Attachments

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

ATTACHMENT I (Page 1 of 2)

PROJECT SUMMARY														
Project Name	Cor Regi Sc Li Proje Pro	londra mmunity onal Park ecurity ighting ict, Capital oject No. BA115	Se Lig Projec Proj	ens Park curity ghting ct, Capital ject No. A116	Was Park Lig Projec Pro	el Leon H. chington Security ghting ct, Capital ject No. A117	Dor Park Li Proje Pro	Rancho minguez Security ghting ct, Capital ject No.	Se Li Proje Pro	prise Park ecurity ghting ct, Capital ject No. A119	Roos S L Proje	anklin D. sevelt Park ecurity ighting ect, Capital oject No. 8A120	Park Lig Projec Proj	n Keller Security ghting ct, Capital ject No. A121
Project Location	Bea Law	Manhattan ach Blvd, ndale, CA 90260	Broad Ange	603 S Iway, Los eles, CA 0061	Los Ar	Maie Ave, ngeles, CA 10002	Av Com	6 Atlantic e, East opton, CA 00221	Av Ang	55 Clovis ve, Los eles, CA 00059	A Ang	0 Graham ve, Los geles, CA 90001	Av Ange	Vermont e, Los eles, CA 0044
Project Scope	light and a parl walky courts and ex build	rove park ing within adjacent to king lots, ways, sport and fields, along the terior of dings and strooms.	lighti and a park walkw courts and a ext build	ove park ng within djacent to ing lots, ays, sport and fields, allong the erior of ings and trooms.	lighti and a park walkw courts and a ext build	ove park ng within djacent to king lots, rays, sport and fields, along the erior of lings and trooms.	lighti and a park walkw courts and a ext build	rove parking within idjacent to king lots, vays, sport and fields, along the terior of lings and trooms.	lighti and a park walkw courts and exi build	ove park ng within djacent to king lots, /ays, sport and fields, along the terior of lings and trooms.	light and a par walky courts and ex buil	prove park ting within adjacent to king lots, ways, sport is and fields, along the kterior of dings and strooms.	lighti and a park walkw courts and a ext build	ove park ng within djacent to ing lots, ays, sport and fields, along the erior of ings and trooms.
PROJECT SCHEDULE					1									
Board Approval	Ju	ly 2025	Jul	y 2025	Jul	y 2025	Ju	ly 2025	Ju	ly 2025	July 2025		July 2025	
Design Services	Septe	mber 2025	Septer	mber 2025	Septe	mber 2025	September 2025		September 2025		September 2025		September 2025	
Construction Award	Octo	ober 2025	Octo	ber 2025	Octo	ber 2025	October 2025		October 2025		October 2025		October 2025	
Substantial Completion	Febr	uary 2026	Febru	ary 2026	Febru	uary 2026	February 2026		February 2026		February 2026		February 2026	
Project Acceptance	Ma	rch 2026	Mar	ch 2026	Mar	ch 2026	Mar	rch 2026	Mar	March 2026 March 2026		rch 2026	Mar	ch 2026
PROJECT BUDGET SUMMARY														
Construction														
Construction	\$	1,212,000	\$	286,000	\$	450,000	\$	470,000	\$	550,000	\$	1,190,000	\$	351,000
Change Orders	\$	181,000	\$	42,000	\$	69,000	\$	70,000	\$	81,000	\$	176,000	\$	52,000
Subtotal	\$	1,393,000	\$	328,000	\$	519,000	\$	540,000	\$	631,000	\$	1,366,000	\$	403,000
Civic Art	\$	18,000	\$	0	\$	7,000	\$	7,000	\$	8,000	\$	17,000	\$	0
Plans and Specifications	\$	150,000	\$	30,000	\$	52,000	\$	53,000	\$	62,000	\$	135,000	\$	45,000
Consultant Services	\$	60,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	60,000	\$	20,000
Miscellaneous Expenditures	\$	0	\$	0	\$	0	\$	0	\$	0	\$	0	\$	0
Jurisdictional Review/Plan Check/Permits	\$	30,000	\$	7,000	\$	11,000	\$	11,000	\$	12,000	\$	27,000	\$	8,000
County Services	\$	50,000	\$	16,000	\$	21,000	\$	21,000	\$	30,000	\$	48,000	\$	18,000
TOTAL	\$	1,701,000	\$	401,000	\$	630,000	\$	652,000	\$	763,000	\$	1,653,000	\$	494,000

ATTACHMENT I (Page 2 of 2)

PROJECT SUMMARY												
Project Name	Com Regio Security Projec	Owens munity nal Park / Lighting t, Capital No. 8A122	Securit Projec Proj	ox Park y Lighting t, Capital ect No. A123	Park Lightin Capita	I. Bethune Security ag Project, al Project 8A124	Securit Project Proj	na Park by Lighting ct, Capital iect No. A125	Park Lightin Capita	ampanella Security ig Project, al Project 8A126	Memo Securit Projec	Watkins orial Park y Lighting t, Capital No. 8A127
Project Location		Western		Condon		E 61st St,		121st St,		S Stanford		103rd St,
		s Angeles, 90047		ennox, CA 0304		igeles, CA 0001		pton, CA 0222		Compton, 90220		geles, CA 0002
Project Scope	Improve park lighting		Improve park lighting within and adjacent to parking lots, walkways, sport courts and fields, and along the exterior of buildings and restrooms.		Improve park lighting within and adjacent to parking lots, walkways, sport courts and fields, and along the exterior of buildings and restrooms.		Improve park lighting within and adjacent to parking lots, walkways, sport courts and fields, and along the exterior of buildings and restrooms.		Improve park lighting within and adjacent to parking lots, walkways, sport courts and fields, and along the exterior of buildings and restrooms.		lighting adjacen lots, v sport of fields, the eduction	ove park within and t to parking valkways, courts and and along xterior of ngs and rooms.
PROJECT SCHEDULE												
Board Approval	July	2025	July 2025		July 2025		July 2025		July 2025		July 2025	
Design Services	Septen	ber 2025	Septer	nber 2025	September 2025		September 2025		September 2025		September 2025	
Construction Award	Octob	er 2025	Octol	per 2025	October 2025		October 2025		October 2025		October 2025	
Substantial Completion	Februa	ary 2026	Febru	ary 2026	February 2026		February 2026		February 2026		February 2026	
Project Acceptance	Marc	h 2026	Marc	ch 2026	March 2026		March 2026		March 2026		March 2026	
PROJECT BUDGET SUMMARY												
Construction												
Construction	\$	1,141,000	\$	302,000	\$	284,000	\$	670,000	\$	360,000	\$	1,370,000
Change Orders	\$	170,000	\$	44,000	\$	41,000	\$	100,000	\$	53,000	\$	205,000
Subtotal	\$	1,311,000	\$	346,000	\$	325,000	\$	770,000	\$	413,000	\$	1,575,000
Civic Art	\$	16,000	\$	0	\$	0	\$	10,000	\$	0	\$	20,000
Plans and Specifications	\$	140,000	\$	35,000	\$	32,000	\$	75,000	\$	40,000	\$	150,000
Consultant Services	\$	60,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	60,000
Miscellaneous Expenditures	\$	0	\$	0	\$	0	\$	0	\$	0	\$	0
Jurisdictional Review/Plan Check/Permits	\$	26,000	\$	7,000	\$	7,000	\$	20,000	\$	8,000	\$	31,000
County Services	\$	47,000	\$	16,000	\$	16,000	\$	33,000	\$	18,000	\$	70,000
TOTAL	\$	1,600,000	\$	424,000	\$	400,000	\$	928,000	\$	499,000	\$	1,906,000

ATTACHMENT II COUNTY OF LOS ANGELES - DEPARTMENT OF PARKS AND RECREATION SUPERVISORIAL DISTRICT 2 SECURITY LIGHTING PROJECTS TOTAL CAPITAL PROJECT BUDGET FISCAL YEAR 2025-2026

No.	PROJECT #	PROJECT LOCATION	PROJECT DESCRIPTION	FUNDING SOURCE	AMOUNT
1	8A115	Alondra Community Regional Park	Alondra Community Regional Park Security Lighting Project	CP No. 8A071	1,701,000
2	8A116	Athens Park	Athens Park Security Lighting Project	CP No. 8A071	401,000
3	8A117	Colonel Leon H. Washington Park	Colonel Leon H. Washington Park Security Lighting Project	CP No. 8A071	630,000
4	8A118	East Rancho Dominguez Park	East Rancho Dominguez Park Security Lighting Project	CP No. 8A071	652,000
5	8A119	Enterprise Park	Enterprise Park Security Lighting Project	CP No. 8A071	763,000
6	8A120	Franklin D. Roosevelt Park	Franklin D. Roosevelt Park Security Lighting Project	CP No. 8A071	1,653,000
7	8A121	Helen Keller Park	Helen Keller Park Security Lighting Project	CP No. 8A071	494,000
8	8A122	Jesse Owens Community Regional Park	Jesse Owens Community Regional Park Security Lighting Project	CP No. 8A071	1,600,000
9	8A123	Lennox Park	Lennox Park Security Lighting Project	CP No. 8A071	424,000
10	8A124	Mary M. Bethune Park	Mary M. Bethune Park Security Lighting Project	CP No. 8A071	400,000
11	8A125	Mona Park	Mona Park Security Lighting Project	CP No. 8A071	928,000
12	8A126	Roy Campanella Park	Roy Campanella Park Security Lighting Project	CP No. 8A071	499,000
13	8A127	Ted Watkins Memorial Park	Ted Watkins Memorial Park Security Lighting Project	CP No. 8A071	1,906,000
				Total:	12,051,000

PINK			BOARD OF SUPERVISORS
BA FORM 10142022			OFFICIAL COPY July 01, 2025
	COUN	TY OF LOS ANGELES	July 01, 2023
RE	QUEST FOR APPRO	OPRIATION ADJUSTMENT	
	DEPARTMENT OF	PARKS AND RECREATION	
AUDITOR-CONTROLLER:			
THE FOLLOWING APPROPRIATION ADJUSTMEN' BALANCES AND FOR		THIS DEPARTMENT. PLEASE CONFIRM THE ACTIVE OFFICER FOR HER RECOMMENDATION OF	
	•	ED AND REASONS THEREFORE	
		2025-26 - VOTES	
SOURCES		USE	S
BA DETAIL - SEE ATTACHMENT PAGES 1 - 2		BA DETAIL - SEE ATTACHMENT PAGES 1 - 2	!
SOURCES TOTAL	\$ 12,051,000	USES TOTAL	\$ 12,051,000
JUSTIFICATION			
Reflects a transfer of \$12,051,000 in appropri Security Lighting Projects at Alondra Commun Enterprise Park, Franklin D. Roosevelt Park, He Park, Roy Campanella Park, and Ted Watkins N	ity Regional Park, Athens elen Keller Park, Jesse Ov	Park, Colonel Leon H. Washington Park,	East Rancho Dominguez Park,

		AUTHORIZED SIGNATURE	Carolyn Bernardez, Chief Financial Officer
BOARD OF SUPERVISOR'S APPROVA	L (AS REQUESTED/REVISED)		
REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR	ACTION	APPROVED AS REQUI	ESTED
	RECOMMENDATION	APPROVED AS REVISE	ED
AUDITOR-CONTROLLER	ВУ	CHIEF EXECUTIVE OFFICER	ВУ
B.A. NO.	DATE		DATE

COUNTY OF LOS ANGELES

MID-YEAR BUDGET ADJUSTMENT

FΥ	2025-26
3	- VOTES

PARKS AND RECREATION

PARKS AND RECREATION

PARKS AND RECREATION

PARKS SECURITY LIGHTING A01-CP-6014-65043-8A071 CAPITAL ASSETS - B & I

CAPITAL ASSETS - B & I

DECREASE APPROPRIATION

12,051,000

INCREASE APPROPRIATION

1,701,000

PARKS AND RECREATION

ATHENS PARK SECURITY LIGHTING PROJECT

A01-CP-6014-65043-8A116 CAPITAL ASSETS - B & I

A01-CP-6014-65043-8A115

INCREASE APPROPRIATION 401,000

PARKS AND RECREATION

COLONEL LEON H. WASHINGTON PARK SECURITY LIGHTING PROJECT

ALONDRA COMMUNITY REGIONAL PARK SECURITY LIGHTING PROJECT

A01-CP-6014-65043-8A117 CAPITAL ASSETS - B & I

INCREASE APPROPRIATION 630,000

PARKS AND RECREATION

EAST RANCHO DOMINGUEZ PARK SECURITY LIGHTING PROJECT

A01-CP-6014-65043-8A118 CAPITAL ASSETS - B & I

INCREASE APPROPRIATION 652,000

PARKS AND RECREATION

ENTERPRISE PARK SECURITY LIGHTING PROJECT

A01-CP-6014-65043-8A119 CAPITAL ASSETS - B & I

INCREASE APPROPRIATION 763,000

PARKS AND RECREATION

FRANKLIN D. ROOSEVELT PARK SECURITY LIGHTING PROJECT

A01-CP-6014-65043-8A120 CAPITAL ASSETS - B & I

INCREASE APPROPRIATION 1,653,000

PARKS AND RECREATION

HELEN KELLER PARK SECURITY LIGHTING PROJECT

A01-CP-6014-65043-8A121 CAPITAL ASSETS - B & I

INCREASE APPROPRIATION 494,000

PARKS AND RECREATION

JESSE OWENS COMMUNITY REGIONAL PARK SECURITY LIGHTING

A01-CP-6014-65043-8A122 CAPITAL ASSETS - B & I

INCREASE APPROPRIATION 1,600,000

PARKS AND RECREATION

LENNOX PARK SECURITY LIGHTING PROJECT

A01-CP-6014-65043-8A123 CAPITAL ASSETS - B & I

COUNTY OF LOS ANGELES MID-YEAR BUDGET ADJUSTMENT

		025-26 /OTES		
SOURCES	-	USES		
		INCREASE APPROPRIATION		424,000
		PARKS AND RECREATION		
		MARY M. BETHUNE PARK SECURITY LIGHTING	PROJECT	
		A01-CP-6014-65043-8A124		
		CAPITAL ASSETS - B & I		
		INCREASE APPROPRIATION		400,000
		PARKS AND RECREATION		
		MONA PARK SECURITY LIGHTING PROJECT		
		A01-CP-6014-65043-8A125		
		CAPITAL ASSETS - B & I		
		INCREASE APPROPRIATION		928,00
		PARKS AND RECREATION		
		ROY CAMPANELLA PARK SECURITY LIGHTING I	PROJECT	
		A01-CP-6014-65043-8A126		
		CAPITAL ASSETS - B & I		
		INCREASE APPROPRIATION		499,00
		PARKS AND RECREATION		
		TED WATKINS MEMORIAL PARK SECURITY LIG	HTING PROJECT	
		A01-CP-6014-65043-8A127		
		CAPITAL ASSETS - B & I		
		INCREASE APPROPRIATION		1,906,00
SOURCES TOTAL	\$ 12,051,000	USES TOTAL	\$	12,051,00

BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter ■	☐ Board Memo	☐ Other
⊠ board Letter		

CLUSTER AGENDA REVIEW DATE	4/23/2025		
BOARD MEETING DATE	7/1/2025		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ⊠ 5 th		
DEPARTMENT(S)	Parks and Recreation		
SUBJECT	CHARTER OAK PARK SECURITY LIGHTING PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT, PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT AUTHORIZE USE OF JOB ORDER CONTRACTS CAPITAL PROJECT NO. 8A128 (SUPERVISORIAL DISTRICT 5) (FY2025-26, 4-VOTES)		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☐ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: Funding source: \$ 650,000 Prior Year Net County Cost		
	TERMS (if applicable):		
PURPOSE OF REQUEST	TERMS (if applicable): Explanation: During the Fiscal Year 2024-25 Supplemental Budget one-time funding was allocated in Capital Project No. 8A071 to fund security lighting improvements in parks with the highest need. The proposed project will be fully funded by transferring a total of		
PURPOSE OF REQUEST	TERMS (if applicable): Explanation: During the Fiscal Year 2024-25 Supplemental Budget one-time funding was allocated in Capital Project No. 8A071 to fund security lighting improvements in parks with the highest need. The proposed project will be fully funded by transferring a total of \$650,000 from Capital Project No. 8A071 to the proposed project. 1. Find the proposed Charter Oak Park Security Lighting Project categorically exempt from the California Environmental Quality Act for the reasons stated in		

	Project.
	Authorize the Director of Parks and Recreation, or her designee, to deliver the proposed project through a Board-approved Job Order Contract.
BACKGROUND (include internal/external issues that may exist including any related motions)	The Department, in conjunction with consultants, performed park lighting assessments for 61 parks, to create a matrix of recommendations and cost estimates for lighting improvements focused on critical park areas and amenities aligned with possible evening and nighttime park activities, and constituent and park staff safety. These critical park areas included parking lots, primary walkways, restrooms, building exteriors, sports courts, picnic shelters, and other similar areas. The results of the assessments were prioritized by the Department based on multiple criteria, including Los Angeles County Department of Public Health Office of Violence Prevention data, Security Incident Report data, park location data, and additional site assessments by Department staff.
	The Charter Oak Park Security Lighting Projects in Supervisorial District 5 will increase dusk and evening lighting throughout major portions of the park, increase the utilization of park amenities, and provide a safer experience to constituents and park staff. Lighting will be increased within and around parking lots, along primary and secondary walkways, across sport courts and sport fields, around the exterior of buildings and restrooms, and to other park amenities.
EQUITY INDEX OR LENS WAS UTILIZED	 ⊠ Yes □ No If Yes, please explain how: According to the Park Needs Assessment Charter Oak Park serves very high park need communities.
	Additionally, related to park need and equity, Charter Oak Park was chosen due to the results of the lighting assessments, in which assessment data was prioritized by the Department based on multiple criteria, including Los Angeles County Department of Public Health Office of Violence Prevention data, Security Incident Report data, park location data, and additional site assessments by Department staff.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No The proposed Project will further the County Strategic Plan Goals to foster vibrant and resilient communities (North Star 2) and enhancing public safety (strategy 2.C.i) by increasing park lighting and reducing the risk of unlawful activity and crime, enhance the Department's community connections (strategy 2.F) by improving the Department's ability to deliver evening programming and create public spaces that are welcoming and accessible, and realizing tomorrow's government today (North Start 3) by modernizing infrastructure and obsolete lighting systems (strategy 3.F.ii).
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Dore Burry
	Departmental Facilities Planner 1 626-238-8274 (cell) dburry@parks.lacounty.gov
	Chester Kano Chief of Development 626-588-5316 ckano@parks.lacounty.gov



COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

July 1, 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:

CHARTER OAK PARK SECURITY LIGHTING PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT,
PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTS
CAPITAL PROJECT NO. 8A128
(SUPERVISORIAL DISTRICT 5) (FY2025-26, 3-VOTES)

SUBJECT

Approval of the recommended actions will find the proposed Charter Oak Park Security Lighting Project exempt from the California Environmental Quality Act; establish and approve the proposed capital project, project scope, budget, and appropriation adjustment; and authorize the Director of Parks and Recreation, or her designee, to proceed with the proposed project utilizing Board-approved Job Order Contracts.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find the proposed Charter Oak Park Security Lighting Project categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the records of the project.
- 2. Establish and approve the Charter Oak Park Security Lighting Project, Capital Project No. 8A128, with a total project budget of \$650,000.
- 3. Approve an appropriation adjustment to transfer \$650,000 from the Parks Security Lighting, Capital Project No. 8A071, to Capital Project No. 8A128 to fully fund the Charter Oak Park Security Lighting Project.
- 4. Authorize the Director of Parks and Recreation, or her designee, to deliver the proposed project through a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Charter Oak Park Security Light Project (project) exempt from the California Environmental Quality Act (CEQA); establish and approve Capital Project Number 8A128; approve the proposed project scope, budget, and appropriation adjustment. The recommended actions will also authorize DPR to implement the proposed project through a Board-approved Job Order Contract (JOC).

As highlighted in the County of Los Angeles Department of Parks and Recreation's (DPR) Strategic Plan, addressing safety at park facilities is a top priority. DPR's Strategic Plan, with extensive community, stakeholder, and Board engagement, identifies key actions on park safety, outlining a comprehensive roadmap for the next five years. DPR priorities for staff and park safety includes installation of outdoor security lighting and security cameras, and safety training initiatives.

Background

Many of DPR's parks were developed in the 1970's and 1980's and have not been altered or augmented for lighting since the parks were created 30 to 40+ years ago. In June 2022, DPR, in conjunction with consultants, began performing park lighting assessments for 61 parks. The objective was to assess existing lighting illumination, using high resolution drone imagery and field observations, to provide recommendations and cost estimates for lighting improvements focused on critical park areas and amenities aligned with possible evening and nighttime park activities and constituent and park staff safety. These critical park areas included parking lots, primary walkways, restrooms, building exteriors, sports courts, picnic shelters, and other similar areas. The park lighting assessments concluded by identifying lighting improvements at 61 parks for a total estimated cost of \$67,548,000.

The results of the assessments were prioritized by DPR based on multiple criteria, including Los Angeles County Department of Public Health Office of Violence Prevention data, Security Incident Report data, park location data, and additional site assessments by DPR staff. DPR determined that the 20 parks with the highest need, based on the aforementioned criteria, should be addressed.

The Charter Oak Park Security Lighting Project will increase dusk and evening lighting throughout major portions of the park, increase the utilization of park amenities, and provide a safer experience to constituents and park staff. Lighting will be increased within and around parking lots, along primary and secondary walkways, across sport courts and sport fields, around the exterior of buildings and restrooms, and to other park amenities. The improvements will provide significant results, assisting DPR in delivering vital services and programming, such as Parks After Dark, in a safer, more energy efficient, and welcoming manner.

Proposed scope includes replacing existing light poles and fixtures that are damaged, non-functional, or at the end of their lifespan, installing additional new light poles and fixtures where appropriate, installing new exterior light fixtures around the exterior of buildings and restrooms, and replacing or installing new lighting control panels to better adjust and control park illuminance.

<u>Implementation of Strategic Plan Goals</u>

The proposed project will further the County Strategic Plan Goals to foster vibrant and resilient communities (North Star 2) and enhance public safety (Strategy 2.C.i) by increasing park lighting and reducing the risk of unlawful activity and crime, enhance DPR's community connections (Strategy 2.F) by improving DPR's ability to deliver evening programming and create public spaces that are welcoming and accessible, and realizing tomorrow's government today (North Star 3) by modernizing infrastructure and obsolete lighting systems (Strategy 3.F.ii).

Implementation of County Sustainability Goals

The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed project will support Goal 6 Strategy 6A of improving accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities by increasing the potential for park use during the evening hours, support Goal 6 Strategy 6B of increasing inclusive design by improving evening lighting to expand the potential evening programming hours for park users and ability to host events (such as Parks After Dark events and programming), and support Goal 6 Strategy 6C of utilizing sustainability practices in the design and management of parks, and Goal 9 Strategy 9C of reducing energy consumption by replacing old lighting and electrical infrastructure with more energy efficient fixtures and lighting delivery systems.

Implementation of County Anti-Racism, Diversity, and Inclusion Initiative

The proposed project is aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles (Principles) adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these Principles, DPR has developed and proposes implementation of projects that support the most disadvantaged geographies and populations. Data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify the project. Finally, the investment represents an important step in continuing to advance DPR's urgent and bold action to achieve tangible results to eliminate racism.

FISCAL IMPACT/FINANCING

The total project cost of \$650,000 includes plans and specifications, project management consultant services, jurisdictional review and permits, construction, change order/contingency, Civic Art, and County services. The proposed Project Schedules and Budget Summaries are included in Attachment I.

During the Fiscal Year 2024-25 Supplemental Budget, \$17,000,000 in one-time Net County Cost was allocated to Capital Project No. 8A071, Parks Security Lighting, to fund the top 20 parks in high need of security lighting.

Approval of the appropriation adjustment will reflect a total transfer of \$650,000 from the Parks Security Lighting, Capital Project No. 8A071, to Capital Project No. 8A128 to fully fund the Charter Oak Park Security Lighting Project.

OPERATING BUDGET IMPACT

Based on the proposed project description, DPR does not anticipate any one-time startup or ongoing costs. The provisions of the proposed project have maintenance requirements that will be fulfilled with existing departmental staff and resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed project budget for the Charter Oak Park Security Lighting Project, Capital Project No. 8A128 includes one percent (1%) of eligible design and construction costs, in the amount of \$7,000, to be allocated to the Civic Art Fund.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA). The proposed project, which includes the removal and replacement of

existing light fixtures and light poles, and installation of new light fixtures and poles, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in sections 15302(c), 15303(e) and 15331 of the State CEQA Guidelines and Classes 2(e) and 3 (b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project involves restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety; installation of small new structures; and maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

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

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

CONTRACTING PROCESS

Design plans and specifications, including construction documents, will be completed by Board-approved as-needed consultants. Implementation of the improvements will be completed using a combination of a Board-approved JOC and County Purchase Orders. A Board-approved JOC will deliver the security lighting installation and related improvements. County Purchase Orders will be used for procuring selected long lead time fixtures. The combination of the two delivery methods will allow for the most expedient and cost-effective implementation of the proposed project. Where used, DPR has made the determination that the use of a JOC is the most appropriate procurement method for delivery of the construction scope.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no impact to County services at the facilities.

CONCLUSION

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

Should you have any questions please contact Dore Burry at (626) 588-5098 or dburry@parks.lacounty.gov, Chester Kano (626)588-5316 at or ckano@parks.lacounty.gov, Johanna Hernandez at (626) 588-5370 or or bll@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ Director

NEG:AB:CK:DA:db

Attachments

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

ATTACHMENT I

CHARTER OAK PARK SECURITY LIGHTING PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT APPROVE APPROPRIATION ADJUSTMENT APPROVE USE OF JOB ORDER CONTRACTS CAPITAL PROJECT NO. 8A128 (SUPERVISORIAL DISTRICT 5) (FY2025-26, 4-VOTES)

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Board Approval	July 2025
Design Services	September 2025
Construction Award	October 2025
Substantial Completion	February 2026
Project Acceptance	March 2026

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Project Budget	
Construction		
Construction	\$	468,000
Change Orders	\$	70,000
Subtotal	\$	538,000
Civic Art	\$	7,000
Plans and Specifications	\$	53,000
Consultant Services	\$	20,000
Jurisdictional Review/Permits	\$	11,000
County Services	\$	21,000
TOTAL	\$	650,000

AUDITOR-CONTROLLER

B.A. NO.

BY

DATE

July 01 2025

BOARD OF SUPERVISORS

			July 01, 2023
	COUNTY	OF LOS ANGELES	
	REQUEST FOR APPRO	PRIATION ADJUSTMENT	
	DEPARTMENT OF P	ARKS AND RECREATION	
AUDITOR-CONTROLLER:			
	DJUSTMENT IS DEEMED NECESSARY BY T	HIS DEPARTMENT. PLEASE CONFIRM THE A	ACCOUNTING ENTRIES AND AVAILABLE
BALANCE	S AND FORWARD TO THE CHIEF EXECUTI	VE OFFICER FOR HER RECOMMENDATION	OR ACTION.
		D AND REASONS THEREFORE	
		2025-26	
	3 -	VOTES	
sou	RCES	U	SES
DARKS AND RECREATION		DADIC AND DECREATION	
PARKS AND RECREATION		PARKS AND RECREATION	PROJECT
PARKS SECURITY LIGHTING		CHARTER OAK PARK SECURITY LIGHTING	PROJECT
A01-CP-6014-65043-8A071		A01-CP-6014-65043-8A128	
CAPITAL ASSETS - B & I DECREASE APPROPRIATION	650,000	CAPITAL ASSETS - B & I INCREASE APPROPRIATION	650,000
DECREASE APPROPRIATION	650,000	INCREASE APPROPRIATION	650,000
	_		
SOURCES TOTAL	\$ 650,000	USES TOTAL	\$ 650,000
JUSTIFICATION			
	onropriation from the Parks Security	Lighting, Capital Project No. 8A071, to	the Charter Oak Park Security
	8A128, to fully fund the proposed pr		the charter Oak Fark Security
Lighting Project, Capital Project No.	oA126, to fully fulld the proposed pr	oject.	
		AUTHORIZED SIGNATURE Ca	rolyn Bernardez, Chief Financial Officer
BOARD OF SUPERVISOR'S APPROVAL (A	S REQUESTED/REVISED)		· · · · · · · · · · · · · · · · · · ·
	J. 1.2 (0.20 1.20 1.20 1.20 1.20 1.20 1.20 1.20		
REFERRED TO THE CHIEF	ACTION	APPROVED AS REQUESTED	
EXECUTIVE OFFICER FOR			
	RECOMMENDATION	APPROVED AS REVISED	
	_		

CHIEF EXECUTIVE OFFICER

BY

DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

oximes Board Letter oximes Board Memo oximes Other

CLUSTER AGENDA REVIEW DATE	6/11/2025	
BOARD MEETING DATE	7/1/2025	
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1st ☐ 2 nd ☐ 3 rd ☐ 4 th ⊠ 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Renewal of Industrial Waste Services Agreement Between the City of Santa Clarita and the County of Los Angeles for Enforcement of the City's Industrial Waste Ordinance	
PROGRAM	Industrial Waste Control Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No	
SOLE SOURCE CONTRACT	☐ Yes ⊠ No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM	☐ Yes No – Not Applicable	
REVIEW COMPLETED BY EXEC OFFICE	If unsure whether a matter is subject to the Levine Act, email your packet to <u>EOLevineAct@bos.lacounty.gov</u> to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The existing agreement is set to expire on June 30, 2025.	
COST & FUNDING	Total cost: Funding source: \$650,000/year Public Works General Fund	
	TERMS (if applicable): All costs and expenditures of the County will be reimbursed by the City of Santa Clarita until the agreement expires on June 30, 2030. Costs not to exceed \$650,000 per year. Explanation:	
PURPOSE OF REQUEST	Renew the existing 5-year contract that is set to expire on June 30, 2025, for another	
TON OOL OF REGULOT	5-year period.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Public Works has been providing these services since 1987. The Agreement extends the County's Industrial Waste Control Program to areas within the City for the protection of County sanitary sewers, City sanitary sewers, streets, storm drains, rivers, streams, surface waters, and the ocean from discharge of industrial wastewater from industrial and commercial facilities. Public Works currently provides similar services for 36 other cities.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☑ Yes ☐ No If Yes, please state which one(s) and explain how: The agreement supports the Board directed Priorities of Environmental Justice and Climate Health as it pertains to protecting a person's health against environmental hazards towards the sewer collection system, treatment plants, and water resources such as groundwater aquifers used for the drinking supply. Renewal of the Agreement will leverage Public Works' expertise and resources to provide an efficient and cost-effective solution to the City, at no cost to the County, thereby enhancing the environmental, economic, and social well-being of the community.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Cid Tesoro, Deputy Director, (626)458-4016, Cell (626) 672-7436, ctesoro@pw.lacounty.gov	

EKT:ak

04/09/2025



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: EP-1

July 1, 2025

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

Dear Supervisors:

ENVIRONMENTAL SERVICES CORE SERVICE AREA
RENEWAL OF INDUSTRIAL WASTE SERVICES AGREEMENT BETWEEN THE
CITY OF SANTA CLARITA AND THE COUNTY OF LOS ANGELES FOR
ENFORCEMENT OF THE CITY'S INDUSTRIAL WASTE ORDINANCE
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to renew the Industrial Waste Control Program Service Agreement between the City of Santa Clarita and the County of Los Angeles for a term of 5 years, until June 30, 2030.

IT IS RECOMMENDED THAT THE BOARD:

- Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Approve and instruct the Chair to sign the Industrial Waste Control Program Service Agreement between the City of Santa Clarita and the County of Los Angeles for a term of 5 years, until June 30, 2030. The Agreement authorizes Public Works to continue providing permit and inspection services to the City of Santa Clarita to ensure compliance with the City's Sanitary Sewers and Industrial Waste Ordinance. The City will reimburse Public Works for its costs to provide the requested services, not to exceed \$650,000 per year.

> Instruct the Director of Public Works to provide the services described in the Industrial Waste Control Program Service Agreement for the City of Santa Clarita. Upon Board approval, the Agreement will become effective on July 1, 2025.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow Public Works to renew the Industrial Waste Services Agreement (Agreement) with the City of Santa Clarita (City) that is currently set to expire on June 30, 2025. The proposed Agreement, updated with the County's standard Terms and Conditions, is enclosed and hereby submitted for Board approval (Enclosure).

Implementation of Strategic Plan Goals

These recommendations support the Countywide Strategic Plan: North Star 2: Foster Vibrant and Resilient Communities, Focus Area Goal D: Sustainability, Strategies iv: Environmental Justice. Renewal of the Agreement will leverage Public Works' expertise and resources to provide an efficient and cost-effective solution to the City, at no cost to the County, thereby enhancing the environmental, economic, and social well-being of the community.

FISCAL IMPACT/FINANCING

Funding for the recommended actions is included in the Public Works General Fund (A01 - Services and Supplies) Fiscal Year 2025-26 Budget. The City will reimburse Public Works for its costs to provide the requested services, which shall not exceed \$650,000 per year. The reimbursement revenue will be deposited in the Public Works General Fund (A01 - Revenue Source: 9481 - Contract Cities-Various Services).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Agreement is authorized under Section 51301 et seq. of the California Government Code and Section 56-1/2 of the Charter of the County of Los Angeles. Renewal of the Agreement will authorize Public Works to continue providing the requested services, including, but not limited to, invoicing and payment collection; application and plan review; permitting; and inspection of industrial and commercial facilities located within the City's jurisdiction to enforce the City's Sanitary Sewers and Industrial Waste Ordinance (Santa Clarita Municipal Code Title 15 Chapter 20), for a period of 5 years, until June 30, 2030.

The Agreement extends the County's Industrial Waste Control Program to areas within the City for the protection of County sanitary sewers, City sanitary sewers, streets, storm drains, rivers, streams, surface waters, and the ocean from discharge of industrial wastewater from industrial and commercial facilities. Public Works currently provides similar services for 36 other cities.

The proposed Agreement was approved by the City on February 25, 2025.

County Counsel has approved the Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from the California Environmental Quality Act (CEQA). The project, which authorizes Public Works to continue providing services, including permitting, tracking, and inspecting industrial and commercial facilities within the City to ensure compliance with the City's Sanitary Sewers and Industrial Waste Ordinance 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 of Section 15308 of the State CEQA Guidelines and Class 8 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, it is not in a sensitive environment, and there are no cumulative impacts; unusual circumstances; damage to scenic highways; listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5; or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Agreement will not impact current services as Public Works will utilize the same personnel to continue providing the requested services to the City.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:EKT:ak

Enclosure

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



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: EP-1

February 6, 2025

Mr. Kenneth W. Striplin City Manager City of Santa Clarita 23920 Valencia Boulevard, Suite 300 Santa Clarita, CA 91355-2196

Dear Mr. Striplin:

RENEWAL OF IINDUSTRIAL WASTE SERVICES AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND THE COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S INDUSTRIAL WASTE ORDINANCE

Enclosed are two originals and one copy of a proposed renewal agreement regarding the County of Los Angeles providing services for the enforcement of the City of Santa Clarita's (City) Industrial Waste Ordinance. The current agreement expires on June 30, 2025. The proposed agreement is similar in language to the existing agreement. The services that are provided under the agreement include plan checking, issuing permits, inspections, filing of enforcement actions, filing of required reports, and billing the industrial waste permit holders. There are currently 654 active industrial waste permits within the City. Approximately 804 inspections are performed yearly.

The proposed agreement has been prepared based on previous discussions between our respective staffs. If the proposed agreement is satisfactory, please present it to your duly authorized City officials for approval. Upon approval, please return the two originals of the agreement to us for further action. After approval by the Director of Public Works, we will return the fully executed City original to you.

AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND THE COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S INDUSTRIAL WASTE ORDINANCE

THIS AGREEMENT is made and entered into this ______ day of _____, 2025, by and between the CITY OF SANTA CLARITA (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, CITY has adopted Ordinance No. 09-8, adopting Division 2 of Title 20 of the Los Angeles County Code as amended, entitled Division 2 of Title 15 of the Santa Clarita Municipal Code, "Sanitary Sewers and Industrial Waste" governing the disposal of industrial wastes to the sanitary sewer and storm drain systems of the CITY ("CITY Ordinance"); and

WHEREAS, CITY is desirous of contracting with COUNTY for the enforcement of the CITY Ordinance; and

WHEREAS, COUNTY represents that it is capable, ready, and willing to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized and provided for by the provisions of Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

NOW, THEREFORE, it is agreed as follows:

Section 1. Services

A. COUNTY agrees, through its Department of Public Works (DEPARTMENT), to provide enforcement of the industrial waste provisions of the CITY Ordinance and the necessary services incidental thereto (collectively, the "Services"). Such Services shall only encompass duties and functions of the type within the jurisdiction of, and customarily rendered by, DEPARTMENT under the County Charter, statutes of the State, and various COUNTY ordinances. CITY delegates to the COUNTY the power and the authority to perform the Services. Services under the terms of this Agreement shall include the enforcement of the CITY Ordinance. Services may also include the filing of enforcement actions, filing of required reports, and issuing permits when so requested in writing by the CITY. Services shall not include any associated with the CITY's Standard Urban Stormwater Mitigation Plan or Low Impact Development requirements, unless expressly requested in writing by CITY. Services shall also not include inspection of open sanitary fills unless the CITY, by a separate written agreement of its Council, requests such services.

B. COUNTY shall retain full control and discretion over the manner of providing the Services, establishing standards for the performance of the Services and all matters incidental to the performance of such Services, including, but not limited to, the controlling of personnel employed to provide the Services.

Section 2. CITY Cooperation

To facilitate the performance of its duties and obligations under this Agreement, it is agreed the COUNTY shall receive the full cooperation and assistance from CITY, its officers, agents and employees.

Section 3. Supplies

COUNTY shall provide all labor, supervision, equipment, and supplies necessary to provide the Services. Notwithstanding any other provision of this Agreement, it is further agreed that in all instances wherein the COUNTY deems that it is necessary to use special supplies, including but not limited to stationery, notices, educational materials and forms, these special supplies must be prepared and issued in the name of CITY, and the CITY shall supply them at its own cost and expense. COUNTY is expressly authorized by CITY to use CITY's name to perform the Services.

Section 4. Status of COUNTY Employees

A. All persons employed by the COUNTY in the performance of the Services for CITY shall be COUNTY employees and no CITY employee that may be involved in connection with the Services shall be considered an employee of the COUNTY. No COUNTY employee employed to perform the Services shall be deemed a CITY employee entitled to any City pension, Worker's Compensation, or to any other status or right as a CITY employee.

B. For the purpose of performing the Services and for the purpose of giving official status to the performance thereof where necessary, every COUNTY officer and employee engaged in the performance of the Services shall be deemed to be an officer or employee of said CITY while performing Services for the CITY. CITY shall take all steps reasonably necessary to facilitate the performance by COUNTY of the Services.

Section 5. Compensation of COUNTY Employees

CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said CITY or any liability other than that provided for in this Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment except as provided in Section 10 herein.

Section 6. CITY Ordinance Compliance with COUNTY Code

This Agreement is entered into with the understanding that and contingent upon the CITY adopting and maintaining in full force and effect a CITY Ordinance substantially identical with the COUNTY Code, Title 20, Division 2. This Agreement may be terminated by COUNTY after 60 days written notice if CITY does not amend CITY Ordinance in accordance with amendments to COUNTY Code, Title 20, Division 2. The DEPARTMENT, acting on behalf of COUNTY, may use discretion and need not request CITY to adopt amendments which do not apply to CITY.

Section 7. Collection of Fees.

Upon request of CITY, COUNTY agrees to collect fees listed in the CITY Ordinance and to remit to the CITY, within 60 days following each calendar quarter, all of the fees actually collected during such quarter. Said fees shall be deemed to be imposed by CITY and are not fees imposed by the COUNTY. COUNTY shall notify CITY of the COUNTY's intent to increase COUNTY fees or of any significant increases in costs to provide services on behalf of CITY, not less than 60 days in advance from when said increases take effect, not inclusive of Consumer Price Index (CPI) adjustments. The CITY shall be notified of any CPI adjustments within a timely manner before they take effect. COUNTY's collection activities shall be limited to generating and sending out invoices and the receipt of fees identified in said invoices. COUNTY's collection of CITY fees shall not include actions to satisfy unpaid or delinquent debts. The COUNTY shall notify the CITY of unpaid or delinquent debts in a timely manner for follow-up and collections procedures to be conducted by the CITY. CITY shall indemnify, defend, and hold harmless the COUNTY and its Special Districts, elected

and appointed officers, employees, and agents from and against any liability including but not limited to any claims, demands, actions, loss, cost, expense, fees (including attorney's and expert fees) arising from or connected with the collection of fees. This indemnification is in addition to the Assumption of Liability set forth in Section 10 herein.

Section 8. Payment by CITY to COUNTY for Services

CITY agrees to pay COUNTY monthly for the Services. COUNTY shall present a monthly invoice in arrears to CITY for the Services. Payment shall be made by the CITY within thirty (30) calendar days after receipt of an invoice, for Expenditures relating to those Services rendered under this Agreement during the billing period. If such payment is not delivered to the COUNTY office described on said invoice within 30 calendar days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any fund the CITY has on deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so. COUNTY shall provide a detailed report of services provided by COUNTY on behalf of CITY, upon request by the CITY, and within 30 days of said request. Said report shall include a breakdown of costs and/or hours spent by COUNTY on specified project information as it relates to services described on COUNTY invoices. The City reserves the right to withhold payment for any services not deemed reasonable and necessary by the CITY.

"Expenditures" for Services for the purpose of this Agreement shall be the entire cost to said COUNTY of performing the Services, including direct costs and Indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses, and overhead. Expenditures for services shall not exceed \$650,000 per year, unless specifically authorized by the CITY.

Section 9. Term and Termination

This Agreement shall become effective on July 1, 2025, and shall expire June 30, 2030. Except as specifically set forth in Section 6, this Agreement may be terminated by either party for the material breach of the other party following written notice and a reasonable opportunity to cure. Notwithstanding the provisions of this paragraph, either party may terminate this Agreement at any time by giving 90 days' notice to the other party.

Section 10. Assumption of Liability

The Assumption of Liability Agreement No. 59595 of the General Services Agreement executed by the CITY and adopted by the Board of Supervisors on June 21, 1988, and currently in effect is hereby made part of and is incorporated into this Agreement as if set out in full herein unless said Assumption of Liability is expressly superseded by a subsequent agreement, in which case the subsequent Assumption of Liability provisions shall apply to this Agreement.

Section 11. Compliance and Obligations

Nothing in this Agreement shall transfer to the COUNTY any responsibility or legal obligation of the CITY required by Federal, State, and local laws, permits, and regulations.

Section 12. Governing Law

This Agreement is to be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

Section 13. Amendment

No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

Section 14. Entire Agreement

This Agreement, with all attachments and exhibits constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, except as set forth in Section 10.

Section 15. Severability

If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

	hereto have caused this AGREEMENT to be executed the City of Santa Clarita on, 2025.
	COUNTY OF LOS ANGELES
	By
ATTEST:	Chair, Board of Supervisors
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 Alida Sin	*
Deputy	By William Mayor
ARTA COUNTY	1 /
DEC. 15, 1987	By McUsch City Clerk
S3 S3	APPROVED AS TO FORM:
	By City Attorney

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	6/11/2025
BOARD MEETING DATE	7/1/2025
SUPERVISORIAL DISTRICT AFFECTED	\square All \square 1st \square 2nd \boxtimes 3rd \square 4th \boxtimes 5th
DEPARTMENT(S)	Public Works
SUBJECT	Temporary Waiver to Increase Disposal Tonnage Limits at Sunshine Canyon Landfill
PROGRAM	Mass Debris Removal
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes No
SOLE SOURCE CONTRACT	☐ Yes ⊠ No
	If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY	 ✓ Yes ✓ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet
EXEC OFFICE	to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your
	Board Letter.
DEADLINES/ TIME CONSTRAINTS	The 120-day temporary tonnage increase approved by the Board on February 25, 2025, is set to expire on June 25, 2025. Approval of this request is necessary for Sunshine
TIME GONOTIVATIO	Canyon Landfill to continue accepting fire debris above the permitted tonnage limits.
	Any delay to this action may prolong the community's exposure to ash and debris and cause interruption to the existing Countywide solid waste disposal system.
COST & FUNDING	Total cost: Funding source:
	\$0 N/A
	TERMS (if applicable):
	Explanation: There will be no impact on current services as a result of the required action.
PURPOSE OF REQUEST	Approval of this Board letter will allow for the continued disposal of fire debris at Sunshine Canyon Landfill at increased disposal tonnage limits to expedite the removal and disposal of fire debris from communities affected by the County fires.
BACKGROUND	On January 7, 2025, the Board of Supervisors proclaimed a local emergency
(include internal/external issues that may exist	arising from the severe and life-threatening windstorms and resulting from wind- driven destructive fires, including the Palisades Fire, Eaton Fire, Hurst Fire,
including any related	Kenneth Fire, and multiple other fires.
motions)	January 14, 2025, the Board ratified the proclamation for a Local Emergency.
	The destruction from the County fires resulted in large volumes of fire debris that must be removed immediately to reduce and eliminate the immediate threats to
	life, public health and safety, and safety.
	January 27, 2025, the Sunshine Canyon Landfill-Local Enforcement Agency
	approved the landfill's request to temporarily increase the landfill's daily tonnage to accommodate the large volume of fire debris generated for 120 days. This
	has been extended for an additional 120 days and is set to expire on September 24, 2025.
	On February 25, 2025, the Board approved to temporarily increase the disposal temporary limits at Supplies Conventional and fill for 120 days, which expires on June 120 days, which expires on June 120 days.
	tonnage limits at Sunshine Canyon Landfill for 120 days, which expires on June 25, 2025
	As of May 31, 2025, disaster debris removal is ongoing, and more than half of
	the properties affected by the County fires that opted into the government- sponsored debris removal program have completed cleanup.

EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☑ Yes ☐ No If Yes, please state which one(s) and explain how: This temporary increase in Sunshine Canyon Landfill's daily tonnage intake supports the County's commitment to economic opportunity by facilitating the removal of fire debris from affected properties, thereby aiding in the economic recovery and rebuilding of fire-impacted areas.
	Board Priority No. 5, Environmental Justice & Climate Health: This temporary increase in Sunshine Canyon Landfill's daily tonnage intake supports the County's efforts to reduce environmental health risks posed by the County fires through the removal of uncontained fire debris from affected communities.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Cid Tesoro, Deputy Director, Office: (626) 458-4016, Cell (626) 672-7436, ctesoro@pw.lacounty.gov .



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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

IN REPLY PLEASE

REFER TO FILE: EP-5

July 1, 2025

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

Dear Supervisors:

ENVIRONMENTAL SERVICES CORE SERVICE AREA TEMPORARY WAIVER TO INCREASE DISPOSAL TONNAGE LIMITS AT SUNSHINE CANYON LANDFILL (SUPERVISORIAL DISTRICTS 3 AND 5) (3 VOTES)

SUBJECT

Public Works is seeking Board approval for an extension to the February 25, 2025, Board approval to temporarily increase the short-term disposal tonnage limits at Sunshine Canyon Landfill to allow for proper disposal of fire-related debris from the January 2025 Windstorm and Critical Fire Events, including the Palisades Fire, Eaton Fire, Hurst Fire, Kenneth Fire, and multiple other fires.

IT IS RECOMMENDED THAT THE BOARD:

- Find that the proposed activities recommended herein are exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Authorize the Sunshine Canyon Landfill to extend their temporary increase in their tonnage limits authorized under its Conditional Use Permit, by 2,900 tons from 12,100 tons to 15,000 tons per day with a corresponding increase in the weekly tonnage limit, for an additional 120 days and with a possibility for extension by the Board, upon joint recommendation from the Directors of Public Health and Public Works, as part of disaster response and recovery efforts and when it is in the public

interest to do so, provided that the excess tonnage amounts consist solely of debris resulting from the January 2025 Windstorm and Critical Fire Events.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the proposed activities are exempt from the California Environmental Quality Act (CEQA) and authorize the extension to increase the short-term disposal tonnage limits at Sunshine Canyon Landfill to allow proper disposal of debris resulting from the January 2025 Windstorm and Critical Fire Events.

Starting on January 7, 2025, the County of Los Angeles was impacted by severe and life-threatening windstorms and resulting wind-driven destructive fires (January 2025 Windstorm and Critical Fire Events), including the Palisades Fire, Eaton Fire, Hurst Fire, Kenneth Fire, and multiple other fires (collectively, LA County Fires). These unprecedented, simultaneous, sudden, and unforeseen events caused loss of life and widespread damage and destruction to residential structures, businesses, public facilities and infrastructure, power outages, downed trees, road closures, and significant debris.

On January 7, 2025, the Chair of the County Board of Supervisors proclaimed the existence of a local emergency for the January 2025 Windstorm and Critical Fire Events (Proclamation of Local Emergency) in the County. Similarly, the Governor proclaimed a state of emergency, and the President approved a major disaster declaration in the County. The Board ratified the Proclamation of Local Emergency on January 14, 2025. The Proclamation of Local Emergency enables the County to more effectively respond to the January 2025 Windstorm and Critical Fire Events to accelerate the procurement of vital supplies, carry out cleanup and reconstruction efforts, seek and utilize mutual aid, and seek State and Federal funding assistance.

Due to the devastating destruction of property, the LA County Fires have resulted in huge volumes of fire debris that must be removed immediately to reduce and eliminate immediate threats to life, public health and safety, and/or significant damage to property, including improved property, and to ensure economic recovery of the affected communities to the benefit of the community-at-large. Materials taken to Sunshine Canyon Landfill will not include household hazardous waste.

As of May 31, 2025, disaster debris removal is ongoing, and more than half of the properties affected by the LA County Fires that opted into the government-sponsored debris removal program have completed cleanup. Therefore, an extension to provide disposal capacity is necessary to support the continued safe and effective removal of fire debris within the affected communities.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by providing a safe and efficient way to dispose of debris resulting from the January 2025 Windstorm and Critical Fire Events.

FINANCING

There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Regional landfills, including Sunshine Canyon Landfill, have been accepting debris resulting from the LA County Fires in accordance with Federal, State, and Local agencies' guidelines. The operator of Sunshine Canyon Landfill submitted a letter on May 19, 2025, requesting that the Joint County/City Local Enforcement Agency (County/City LEA) extend Sunshine Canyon Landfill's emergency waiver for an additional 120 days, increasing the permitted disposal limits and extending the hours of operation on an emergency basis to the extent that is within the County/City LEA authority to do so. The County/City LEA granted the extension on May 23, 2025.

The Conditional Use Permit (CUP) for Sunshine Canyon Landfill imposes daily and weekly tonnage limits but provides that the Board can increase these limits upon the joint recommendation of the Departments of Public Health and Public Works as necessary to appropriately manage the overall County waste stream for the protection of public health and safety. In accordance with the CUP, Public Health, acting as the Local Enforcement Agency, and Public Works jointly recommend that the Board allow:

1. Sunshine Canyon Landfill to increase the daily tonnage limit authorized under its CUP by 2,900 tons, from 12,100 tons to 15,000 tons per day, with a corresponding increase in the weekly tonnage limit, provided that the excess tonnage amount consists solely of debris related to the LA County Fires.

The recommended actions are in response to the January 2025 Windstorm and Critical Fire Events and are necessary to reduce or eliminate immediate threats to life, public health and safety, and improved property, as well as to ensure economic recovery of the affected communities to the benefit of the community-at-large.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are statutorily exempt from CEQA. Approval of the temporary increase in the short-term disposal tonnage limits at Sunshine Canyon Landfill is in response to emergency conditions created by the January 2025 Windstorm and Critical Fire Events and is necessary to reduce and eliminate sudden and unexpected immediate threats to life, public health and safety, and property, including improved property and essential public services, and is therefore exempt from CEQA pursuant to Section 21080,

Subdivisions (b)(3) and (4) of the Public Resources Code and Section 15269, Subdivisions (a) and (c) of the State CEQA Guidelines.

The significant amount of fire-related debris exceeds the permitted capacity of local waste disposal capabilities. A temporary increase in the short-term disposal tonnage limits at Sunshine Canyon Landfill is necessary to allow proper disposal of fire-related debris without disrupting regular solid waste operations.

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

IMPACT ON CURRENT SERVICES

There will be no impact on current services as a result of the required action.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:MH:et

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

P:\SEC\EP5\BOARDLETTER\2025\LANDFILLTONNAGEEXTENTIONSUNSHINECANYON



BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter ■	☐ Board Memo	☐ Other

CLUSTER AGENDA REVIEW DATE	6/11/2025	
BOARD MEETING DATE	7/1/2025	
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☑ 1 st ☐ 2 nd ☑ 3 rd ☐ 4 th ☑ 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Public Works is seeking Board approval to continue the landscape maintenance assessments for County Landscaping and Lighting Act Districts 1, 2, and 4 and zones therein for Fiscal Year 2025-26.	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ⊠ No	
SOLE SOURCE CONTRACT	☐ Yes ⊠ No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☐ No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: Funding source: N/A	
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	The purpose of the recommended actions is to establish the Fiscal Year (FY) 2025-26 landscape maintenance assessment rates for County Landscaping and Lighting Act (LLA) Districts 1, 2, and 4 and zones therein. These assessments provide funding for the operation and maintenance of landscape improvements identified in the enclosed Engineer's Report for County Landscaping and Lighting Act Districts 1, 2, and 4 and zones therein.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On July 12, 1979; August 10, 1995; and July 22, 1997; the Board approved the formation of LLA Districts 1, 2, and 4 and zones therein, respectively, pursuant to provisions of the California Streets and Highways Code, Division 15, LLA of 1972, Section 22500, et seq., to collect assessments to pay for the landscape maintenance costs of landscaping that benefit the properties within the County LLA Districts and zones therein.	
	On June 12, 1979, the Board approved the method of distributing maintenance costs based on land use and/or benefit received by each assessed parcel. This same method will be used to calculate the assessment rates for FY 2025-26. The proposed assessment rates, including Consumer Price Index adjustments on each of the various lots or parcels, are shown in detail in the Engineer's Report. No new or increased assessments above the amounts previously authorized by the Board are proposed for properties within County LLA Districts 1, 2, or 4 and zones therein for FY 2025-26.	

EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Ramirez, Deputy Director, (626) 458-4004, cell phone (626) 434-5219, luramire@pw.lacounty.gov.



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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

IN REPLY PLEASE REFER TO FILE:

July 1, 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:

MUNICIPAL SERVICES CORE SERVICE AREA
COUNTY LANDSCAPE MAINTENANCE DISTRICTS
LANDSCAPING AND LIGHTING ACT DISTRICTS 1, 2, AND 4
ANNUAL ASSESSMENT PROCEDURE – FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICTS 1, 3, AND 5)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to continue the landscape maintenance assessments for County Landscaping and Lighting Act Districts 1, 2, and 4 and zones therein for Fiscal Year 2025-26.

IT IS RECOMMENDED THAT THE BOARD:

- Find that the proposed action is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Approve and file the Engineer's Report for the proposed annual levy and collection of assessments for County Landscaping and Lighting Act Districts 1, 2, and 4 and zones therein for Fiscal Year 2025-26.
- 3. Adopt the Resolution of Intention to Order the Annual Levy and Collection of Assessments for County Landscaping and Lighting Act Districts 1, 2, and 4 and zones therein for Fiscal Year 2025-26.



- 4. Set the public hearing for July 22, 2025, for the proposed annual levy and collection of assessments for County Landscaping and Lighting Act Districts 1, 2, and 4 and zones therein for Fiscal Year 2025-26.
- 5. Instruct the Executive Officer of the Board to publish notice of the public hearing at least 10 days prior to the public hearing date, pursuant to Section 22626, subsection (a), of the California Streets and Highways Code.

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

- 1. After receiving all verbal statements and written comments made or filed by any member of the public, authorize revisions, if needed, to any of the matters provided in the Engineer's Report including changes to the proposed improvements, diagrams, or assessment rates as described in the Engineer's Report.
- 2. Adopt the Resolution Confirming the Diagram and Assessment in County Landscaping and Lighting Act Districts 1, 2, and 4 and zones therein for Fiscal Year 2025-26 and approve the assessment rates, either as originally proposed or as revised by the Board, and order the maintenance and operation work to be done for each County Landscaping and Lighting Act District and zone therein. Adoption of the Resolution shall constitute the levying of annual assessments in County Landscaping and Lighting Act Districts 1, 2, and 4 and zones therein for Fiscal Year 2025-26.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to establish the landscape maintenance assessment rates for Fiscal Year (FY) 2025-26 for County Landscaping and Lighting Act (LLA) Districts 1, 2, and 4 and zones therein. These assessments fund the maintenance and operation of landscaping improvements identified in the enclosed Engineer's Report (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 A, Public Health, Strategy i, Population Based Health, by ensuring the continuation of services to maintain the landscaped areas and appurtenant improvements that benefit those who live within the County LLA Districts and zones therein.



FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

All services administered by Public Works and provided in the County LLA Districts and zones therein are funded by the assessments established by the Board of Supervisors and included in the Landscape Maintenance Districts and LLA District Funds FY 2025-26 budget. The proposed assessments will generate approximately \$6.7 million in total revenue for FY 2025-26.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 12, 1979; August 10, 1995; and July 22, 1997; the Board approved the formation of County LLA Districts 1, 2, and 4 and zones therein, respectively, pursuant to the California Streets and Highways Code, Division 15, LLA of 1972 (Act), Section 22500 et seq., to pay for the costs of landscape maintenance by assessing those properties that benefit from the improvements financed.

On June 12, 1979, the Board approved the method of distributing maintenance costs based on land use and/or benefit received by each assessed parcel. This same method will be used to calculate the assessment rates for FY 2025-26. The proposed assessment rates, including Consumer Price Index adjustments on each of the various lots or parcels, are shown in detail in the Engineer's Report. No new or increased assessments above the amounts previously authorized by the Board are proposed for properties within County LLA Districts 1, 2, or 4 and zones therein for FY 2025-26.

Section 22621 of the California Streets and Highways Code sets forth the procedural requirements for the continued levying of landscaping assessments at existing rates for the upcoming fiscal year. In accordance with Section 22622 of the California Streets and Highways Code, the local legislative body must adopt an initial resolution and call for the preparation of an Engineer's Report that identifies, for each County LLA District and zone therein, the assessment amount, the scope of maintenance provided, and the special benefit derived. Accordingly, on December 17, 2024, the Board adopted a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments for County LLA Districts 1, 2, and 4 and zones therein for FY 2025-26.

The Engineer's Report has been prepared and is submitted herewith, outlining the proposed costs of providing landscape maintenance services for the upcoming fiscal year beginning on July 1, 2025, and ending June 30, 2026, along with the methodology for calculating the direct assessments to be collected via the consolidated tax bill from properties within County LLA Districts 1, 2, and 4 and zones therein in order to provide funding for landscaping improvements and maintenance that benefit the assessed



properties. Sections 22623 and 22624 of the California Streets and Highways Code provides that the Board may approve the enclosed Engineer's Report and adopt the Resolution of Intention to Order the Annual Levy and Collection of Assessments for County LLA Districts 1, 2, and 4 and zones therein for FY 2025-26 (Enclosure B).

During the course of or upon conclusion of the public hearing, the Board may order changes in any of the matters provided in the Engineer's Report including changes in the improvements, the boundaries of any zones within the assessment district, and the proposed diagram or proposed assessment. The Board may also close the public hearing to testimony and delay the determination regarding the assessments until a later date or continue the public hearing to receive further testimony and make the determination regarding the assessment at the close of the public hearing continuance. However, the hearing may not be continued beyond August 9, 2025, without prior consent of the Auditor-Controller.

Pursuant to Section 22631 of the California Streets and Highways Code, after the Board considers all verbal statements and written protests made or filed by any interested person, the Board may adopt the enclosed Resolution Confirming the Diagram and Assessment in County LLA Districts 1, 2, and 4 and zones therein for FY 2025-26 (Enclosure C), either as filed or as modified by the Board. The adoption of the Resolution shall constitute the levy of an assessment for the fiscal year referred to in the assessment.

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

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, to approve the annual levying of assessments for landscape maintenance purposes, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301, subsection (h), and 15304 of the CEQA guidelines and Classes 1, subsection (j), and 4 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project involves maintenance of existing landscaping for the County LLA Districts and zones therein and will not involve the removal of healthy, mature, or scenic trees. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to California 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 impact on current County services or projects as a result of approving the recommended actions.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:CB:la

Enclosures

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

June 11, 2025

MUNICIPAL SERVICES CORE SERVICE AREA COUNTY LANDSCAPE MAINTENANCE DISTRICTS LANDSCAPING AND LIGHTING ACT DISTRICTS 1, 2, AND 4 ANNUAL ASSESSMENT PROCEDURE – FISCAL YEAR 2025-26 (SUPERVISORIAL DISTRICTS 1, 3, AND 5) (3 VOTES)

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

PW - Landscaping and Lighting Act Districts - Annual Assessment - FY 25-26.pdf

BOARD LETTER CLUSTER FACT SHEET

⊠ Board Letter		soard Memo	☐ Otner
CLUSTER AGENDA REVIEW DATE	6/11/2025		
BOARD MEETING DATE	7/1/2025		
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1 st □	2 nd 3 rd 4 th 5 th	
DEPARTMENT(S)	Public Works		
SUBJECT	Award of three service of services program.	contracts for on-call geotechnical and env	vironmental drilling
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes ☐ No		
	If Yes, please explain w	hy:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	If unsure whether a	Not Applicable matter is subject to the Levine Act s.lacounty.gov to avoid delays in s	
DEADLINES/ TIME CONSTRAINTS	The current contracts will expire on July 31, 2025. The award of these contracts will continue the current services by the recommended contractors, which are the current contractors providing these services.		
COST & FUNDING	Total cost: \$12,100,000 TERMS (if applicable): These contracts will be	Funding source: Funding for these services are Public Works Funds Fiscal Year 2029 and Supplies). When the need arises for contracts, financing the required services, fowever, will not exceed appropriate fund source. Total annual services, however, will not exceed approved by the Board. Funds to optional years and 10 percent accontingencies will be requested throuprocess. for a period of 1 year with four 1-year on up to 6 months for a maximum potential of the process.	5-26 Budget (Services or services under these vices will be from the expenditures for these the contract amount finance the contract's dditional funding for 1gh the annual budget renewal options and a
PURPOSE OF REQUEST	Drilling, Inc., a Local Sm Land USA, Inc.; and G	Board approval to award three service of all Business and Disabled Veteran Businegg Drilling, LLC for on-call geotechnical the unincorporated communities of L	ness Enterprise; Fugro ical and environmental

BACKGROUND (include internal/external issues that may exist including any related motions)	The purpose of the recommended actions is to award three service contracts which will enhance Public Works' ability to provide on-call geotechnical and environmental drilling services at various County projects. The recommended on-call geotechnical and environmental drilling services program will expand Public Works' ability to conduct specialized on-call geotechnical, environmental, groundwater drilling services at various locations within the unincorporated communities of Los Angeles County. These contractors will supplement services provided by Public Works to meet project demands, maintain compliance with regulatory directives, perform investigations under emergency declarations, and conduct specialized drilling techniques that are not performed by Public Works' staff.
EQUITY INDEX OR LENS WAS UTILIZED	
	Public Works notified over 34,000 subscribers using our weekly GovDelivery notification. Public Works posted in our "Do Business with Public Works" website. Public Works also notified 1,637 Local Small Business Enterprises, 168 Disabled Veteran Business Enterprises, 173 Social Enterprises, 885 Community Business Enterprises registered with the Department of Economic Opportunity, 1,385 Community Based Organizations, and advertised in regional and small newspapers in each supervisorial district.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	
	This action supports Board Priority No. 5, Environmental Justice & Climate Health. The on-call drilling services will supplement time-critical and often regulatory mandated subsurface investigations associated with environmental or hazardous material releases from industrial or commercial properties affecting County property and/or adjoining unincorporated residential communities. These contracts will ensure compliance with statutory or regulatory directives and the evaluation of potential human health and environmental hazardous conditions warranting mitigation or remediation.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email:
	Geetha Shan, Deputy Director, (626) 458-4008, cell (626) 721-2925 gshan@pw.lacounty.gov

P:\brcdpub\Service Contracts\CONTRACT\Dwayne\Drilling\2023 RFSQ\REBID RFSQ\06 BOARD LETTER\Drilling - Cluster.docx



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:

July 1, 2025

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

Dear Supervisors:

SERVICE CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF SERVICE CONTRACTS
ON-CALL GEOTECHNICAL AND ENVIRONMENTAL DRILLING SERVICES
PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award three service contracts to ABC Liovin Drilling, Inc., a Local Small Business and Disabled Veteran Business Enterprise; Fugro Land USA, Inc.; and Gregg Drilling, LLC for on-call geotechnical and environmental drilling services throughout the unincorporated communities of Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter.
- 2. Award and delegate authority to the Director of Public Works or his designee to execute three service contracts with ABC Liovin Drilling, Inc., a Local Small Business and Disabled Veteran Business Enterprise; Fugro Land USA, Inc.; and Gregg Drilling, LLC, for on-call geotechnical and environmental drilling services program. These contracts will be for a period

of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 5 years and 6 months and a maximum potential aggregate program sum of \$12,100,000. These contracts will be subject to the additional extension provisions.

- 3. Delegate authority to the Director of Public Works or his designee to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, ABC Liovin Drilling, Inc.; Fugro Land USA, Inc.; and Gregg Drilling, LLC, have 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 contracts for convenience if it is in the best interest of the County to do so.
- 4. Delegate authority to the Director of Public Works or his designee to 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 work order, and (3) are necessary for the completion of that given work order.
- 5. Delegate authority to the Director of Public Works or his designee to annually increase the program amount up to an additional 10 percent of the annual aggregate program sum, which is included in the maximum potential aggregate program sum for unforeseen additional work within the scope of the contracts if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award three service contracts that will enhance Public Works' ability to provide on-call geotechnical and environmental drilling services at various County projects.

The award of these service will expand Public Works' ability to conduct specialized on-call geotechnical, environmental, groundwater drilling services at various locations within the unincorporated communities of Los Angeles County. These services will allow Public Works to meet project demands, maintain compliance with regulatory directives, perform investigations under emergency declarations, and conduct specialized drilling techniques that are not performed by Public Works' staff.

The current contracts have a final expiration date of July 31, 2025; however, they will expire upon award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractors.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Focus Area A, Communications and Public Access, Strategy i, Customer Service, and Focus Area D, Streamlined and Equitable Contracting and Procurement, Strategy ii, Streamlined and Equitable Contracting and Procurement, by fast-tracking the contracting process and enhancing responsiveness by utilizing specialized contractors to provide expert services to our communities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total annual aggregate contract amount is \$2,000,000 plus 10 percent of the annual contract sum for additional work within the scope of the contracts. Any unused authorized amounts up to 25 percent from the previous contracts' terms will be applied to subsequent renewal terms, including the four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 5 years and 6 months with an estimated maximum potential aggregate program sum of \$12,100,000. This amount is based on Public Works' estimated annual utilization of the contractor's services. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding. Adjustments will be made to the annual aggregate program sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

Funding for these services is included in various Public Works Funds Fiscal Year 2025-26 Budget (Services and Supplies). When the need arises for services under these contracts, financing the required services will be from the appropriate fund source. Total annual expenditures for these services will not exceed the contract amount approved by the Board. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contracts as to form, which are substantially similar to the enclosed draft contract (Enclosure A). The recommended contracts with ABC Liovin Drilling, Inc.; Fugro USA Land, Inc.; and Gregg Drilling, LLC, were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County

requirements. These contracts' initial term will be for a period of 1 year commencing upon the Board's approval and final execution of these contracts by all Parties, whichever occurs last, with four additional 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 5 years and 6 months. The expiration of the contracts are subject to the following conditions: Where services for a given project have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be extended solely to allow for the completion of such services.

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

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15306 and 15304 (f) of the California Environmental Quality Act.

CONTRACTING PROCESS

On April 29, 2024, a notice of the Request for Statement of Qualifications (RFSQ) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Daily Commerce, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,637 Local Small Business Enterprises; 168 Disabled Veteran Business Enterprises; 173 Social Enterprises; 885 Community Business Enterprises registered with the Department of Economic Opportunity; 1,385 Community-Based Organizations; and advertised in regional and small newspapers in each supervisorial district.

On June 27, 2024, three Statements of Qualifications (SOQs) were received. The SOQs were reviewed to ensure that they met the mandatory requirements outlined in the RFSQ. All three SOQs met the mandatory requirements. Based on this evaluation, Public Works selected three responsive and responsible vendors. Public Works notified the applicable union (Los Angeles/Orange Counties Building and Construction Trades Council) of this solicitation.

Public Works has evaluated and determined that the contracted services are 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 these contracts. In addition, the contractors understand and agree that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractors represent and warrant that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Geotechnical and Materials Engineering Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:SK:DC

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
 County Counsel
 Executive Office, Board of Supervisors
 Internal Services, Contracts Division (w/o enc.)

AGREEMENT FOR ON-CALL GEOTECHNICAL AND ENVIRONMENTAL DRILLING SERVICES PROGRAM (BRC0000495)

THIS AGREEMENT, made and entered into this _____ day of ______, 2024, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and ABC LIOVIN DRILLING, INC., a California corporation, located at 1180 East Burnett Street, Signal Hill, CA, 90755, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

<u>FIRST</u>: 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 June 27, 2024, hereby agrees to provide services as described in this Contract for On-Call Geotechnical and Environmental Drilling Services Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Drilling Services; Exhibit H, Work to be Done; the CONTRACTOR'S SOQ, all attached hereto; the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, 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, to pay the CONTRACTOR pursuant to the Bid price set forth in the CONTRACTOR'S Bid in accordance with Exhibit A, Scope of Work, Section N. Assignment of Work. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount that exceeds \$2 million, or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25% from the previous contract terms will roll over into subsequent renewal terms.

<u>FOURTH</u>: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that contracts for these services would be awarded to one or more qualified contractors to provide these on-call services. Public Works will identify the work to be performed and will send out a Bid Request to all qualified contractors who have the required equipment specifications for the type of drilling work requested. Work will be assigned in accordance to Exhibit A, Scope of Work, Section N, Assignment of Work. Failure of CONTRACTOR to provide a sealed bid in the specified manner and time frame by the County may be considered nonresponsive. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

<u>FIFTH</u>: This Contract's initial term shall commence upon execution by both parties and ends on March 3, 2026. The COUNTY will have the sole option to renew this Contract term for up to four additional one-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. If the County authorizes the Contractor in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

<u>SIXTH</u>: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates and/or unit prices quoted in the CONTRACTOR'S Bid, in accordance with Exhibit A, Scope of Work, Section N. Assignment of Work.

<u>SEVENTH</u>: 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

<u>EIGHTH</u>: In no event will the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: 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.

<u>TENTH</u>: No Cost-of-Living Adjustment shall be granted for the optional renewal periods.

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

<u>TWELFTH</u>: 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.

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// // // 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	
	ABC LIOVIN DRILLING, INC.
	By Its Chief Executive Officer, Secretary
	Type/Print Name

Agenda Date: December 17, 2024 ENCLOSURE B

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL GEOTECHNICAL AND ENVIRONMENTAL DRILLING SERVICES PROGRAM

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
ABC Liovin Drilling, Inc.	Yes	Yes	Yes	N/A	N/A	Yes	N/A	N/A
Fugro USA Land, Inc.	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A
American Integrated Services, Inc.	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A
Tri-County Drilling, Inc.	N/A	N/A	N/A	Yes	Yes	N/A	N/A	N/A
Gregg Drilling, LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

NON-SELECTED FIRMS

Proposer Name	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

	FIRM INFORMATION*	ABC Liovin Drilling, Inc.	Fugro USA Land, Inc.	Gregg Drilling, LLC
BU	SINESS STRUCTURE	Corporation	Corporation	Limited Liability Company
CU	LTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP	
	Black/African American	0	**	0
S	Hispanic/Latino Asian or Pacific Islander	0	**	0
ER	Asian or Pacific Islander	0	**	0
RT	Native American	0	**	0
PAI	Subcontinent Asian	0	**	0
RS/	White	2/100%	**	1/100%
R	Native American Subcontinent Asian White TOTAL Female (included above)	75	429	0
ŏ	Female (included above)	0	**	0
	UNTY CERTIFICATION			
	CBE	Y	N	N
	LSBE	Y	N	N
ОТ	HER CERTIFYING AGENCY			

^{*}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,

^{**}Numbers are not available as Fugro USA Land, Inc. is a wholly owned subsidiary of a public company.

Soliciation Number:	BRC0000495							
Title:	ON-CALL GEOTECHNICAL AND ENVIRONMENTAL DRILLING SERVICES PROGRAM							
Department:	Public Works							
Bid Type:	Service	Bid Amount:	\$2,000,000.00					
Commodity:	WELL SERVICES (INCLUDING C	OIL, GAS, AND WATER)	: DRILLING, PLU					
Description:								

4. Proposal Submission Due Thursday, May 30, 2024

NOTE: Items 1 through 3 above, if submitting, will be due via e-mail to Messrs. Case or Flores. Item 4 is due from all proposers in accordance with the Important Notice below.

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

"Do Business with Public Works" Website Registration

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

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:

- 1. Proposer and/or its managing employee must have a minimum of three years of experience providing geotechnical, environmental, and/or groundwater drilling services. Subcontracting is not allowed to meet this requirement.
- 2. Proposer must have a valid and active State of California C-57 Water Well Drilling Contractor License at the time of submission in order to qualify for water well drilling service. Subcontracting is not allowed to meet this requirement.
- 3. Proposer must have a valid and active State of California C-61/D09 Limited Specialty Drilling, Blasting, and Oil Field Work Contractor's License at the time of submission. PLEASE NOTE: The State of California-issued C-61/D09 Limited Specialty Drilling, Blasting, and Oil Field Work Contractor's License is not mandatory to submit a SOQ and is only required to be placed on the Qualified Contractors List for limited specialty drilling, blasting, and oil field work.
- 4. Proposer must submit a Work Plan which describes comprehensively and in detail how the service will be performed to meet or exceed the requirements of Exhibit A, Scope of Work. The Proposer must demonstrate the following:
- a. Health and Safety Plan, including tail gate safety meeting and/or job specific safety analysis.
- b. Stormwater Pollution Prevention Plan (SWPP) for Best Management Practices to prevent and manage spills.
- c. Injury and Illness Prevention Program and Code of Safe Practices.
- d. Vehicle and Incident Reporting Plan.
- e. Drilling Equipment Maintenance and Investment Strategy.
- f. Drilling Waste Management.
- 5. Proposer must submit information regarding their Quality Assurance Program. The Quality Assurance Program must describe how services, as outlined in Exhibit A, Scope of Work, are completed in a timely manner, how the services will be free of defects, and how those results will be achieved.
- 6. The contracted work in this RFSQ constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFP, Part II, Exhibit B. Please note that the services requested in this Contract may include both prevailing

wage and nonprevailing wage work. Proposer and its subcontractors performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

IMPORTANT NOTICE

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.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Electronic Submission of Proposals

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.

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 Guide is included as Attachment 6 for reference. There is a nominal service fee to use BidExpress.

All updated instructions for Infotech/BidExpress can be found at the following link: https://infotechinc.zendesk.com/hc/en-us/categories/36003900254-Bid-Express-at \uparaww-bidexpress-com

Please note, each file upload 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 a proposer submits a proposal through BidExpress, the proposer should not send hard copies, compact disk, or any other materials to the County via mail.

Open Day:	4/29/2024	Close Date:	5/30/2024 5:30:00 PM			
Contact Name:	Dwayne Case	Contact Phone:	(626) 458-2575			
Contact Email:	dcase@dpw.lacounty.gov					
Last Changed On:	4/29/2024 4:02:09 PM					
Attachment File (0)	Click here to download attachment files.					

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	6/11/2025					
BOARD MEETING DATE	7/1/2025					
SUPERVISORIAL DISTRICT AFFECTED						
DEPARTMENT(S)	Public Works					
SUBJECT	Award a service contrac	t for on-call slope mowing services.				
PROGRAM	N/A					
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No					
SOLE SOURCE CONTRACT	☐ Yes ☒ No					
	If Yes, please explain w	hy:				
SB 1439 SUPPLEMENTAL DECLARATION FORM	⊠ Yes □ No – I	Not Applicable				
REVIEW COMPLETED BY	If unsure whether a r	natter is subject to the Levine Act, email your packet to				
EXEC OFFICE	EOLevineAct@bos.lac	ounty.gov to avoid delays in scheduling your Board Letter.				
DEADLINES/		as been extended for a maximum of 6 months with a final				
TIME CONSTRAINTS		31, 2025. The award of this contract will continue the current ended contractor, which is the current contractor providing these				
	services.					
COST & FUNDING	Total cost: \$27,225,000 TERMS (if applicable): This contract will be fo	Funding source: Funding for the initial term of these services are available in the Road Fund (B03 – Services and Supplies) and Internal Service Fund (B04 – Services and Supplies) Fiscal Year 2025-26 Budgets. The Internal Service Fund will be reimbursed by the Flood Control District Fund (B07 – Services and Supplies) for expenditures associated with Flood Control District facilities. When the need arises for services under this 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. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.				
	month-to-month extension up to 6 months for a maximum potential contract term of 66 months. Explanation:					
	N/A					
PURPOSE OF REQUEST	Equipment, Inc., for on o	g Board approval to award a service contract to Powerland call slope mowing services in the unincorporated communities of				
BACKGROUND (include internal/external		vill provide mowing and trimming of vegetation, grass, and brush facilities, such as but not limited to, spreading grounds, debris				
issues that may exist	at various Fublic VVOIKS	radinues, such as but not infined to, spreading grounds, debits				

including any related motions)	basins, flood control channels, and street and road rights of way, including parkways and medians.						
EQUITY INDEX OR LENS WAS UTILIZED							
	In addition, during the time period that this solicitation was released and the receipt of proposals, Public Works participated in six business outreach events.						
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☐ No If Yes, please state which one(s) and explain how: Environmental Justice & Climate Health by removing or reducing vegetation along roadways and storm water maintenance facilities to help manage and mitigate flooding during rainstorms.						
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov						



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:

July 1, 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
ON-CALL SLOPE MOWING SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award a service contract to Powerland Equipment, Inc., for on-call slope mowing services in the unincorporated communities of Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is categorically exempt from 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 Powerland Equipment, Inc., for on-call slope mowing services. This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$27,225,000. This contract will be subject to the additional extension provisions specified below.

- 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, Powerland Equipment, 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 County to do so.
- 4. 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 work order, and (3) are necessary for the completion of that given work order.
- 5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award a contract to provide on-call and intermittent slope mowing services within the unincorporated areas of Los Angeles County. The work to be performed will consist of mowing and trimming of vegetation, grass, and brush at various Public Works facilities, such as but not limited to, spreading grounds, debris basins, flood control channels, and street and road rights of way, including parkways and medians.

This contract will benefit residents in all unincorporated communities. By effectively managing overgrown vegetation, we can improve driver visibility and reduce fire hazards. Proper vegetation maintenance is essential for enhancing road safety and minimizing fire risks. This contract will provide the necessary resources to Public Works for managing overgrown vegetation along public roadways and flood control facilities throughout the unincorporated communities of Los Angeles County.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iv, Environmental Justice, by providing communities with safer driving conditions and less fire hazard conditions and contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract amount is \$4,500,000 plus 10 percent of the annual contract sum for additional work within the scope of the contract. The contract's initial term is for 1 year, commencing on August 1, 2025, or upon final execution by both parties, whichever occurs last, with four additional 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 \$27,225,000. This amount is based on the hourly rates quoted by the contractor and Public Works' estimated annual utilization of the contractor's services. Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms. The County may also authorize an extension of time to the Contract's maximum potential term, not to exceed 180 days, with no additional funding. Adjustments will be made to the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

Funding for the initial term of these services is available in the Road Fund (B03 – Services and Supplies) and Internal Service Fund (B04 – Services and Supplies) Fiscal Year 2025-26 Budgets. The Internal Service Fund will be reimbursed by the Flood Control District Fund (B07 – Services and Supplies) for expenditures associated with Flood Control District facilities. When the need arises for services under this 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. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contract as to form, which is substantially similar to the enclosed draft agreement (Enclosure A). The recommended contract with Powerland Equipment, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The expiration of the contract is subject to the following conditions: where services for a given project have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be extended solely to allow for the completion of such services.

A standard service contract was used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the 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 has been extended for a maximum of 6 months with a final expiration date of July 31, 2025. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On April 16, 2024, a notice of the Request for Proposals was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, Daily Breeze, The Signal, World Journal, Long Beach Press-Telegram, Pasadena Star News, Antelope Valley Press, and The Malibu Times. Also, Public Works informed 1,645 Local Small Business Enterprises, 169 Disabled Veteran Business Enterprises, 174 Social Enterprises, 1,041 Community Business Enterprises, and 1,385 Community-Based

Organizations. Additionally, the Department of Economic Opportunity conducted a focused outreach and informed 72 related businesses about this business opportunity.

On June 26, 2024, three proposals were received. All proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, responsive and responsible lowest cost proposer, Powerland Equipment, Inc. Public Works notified the applicable union (SEIU Local 721) on this solicitation.

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:SK:aa

Enclosures

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

AGREEMENT FOR ON-CALL SLOPE MOWING SERVICES (BRC0000480)

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 Powerland Equipment, Inc., a California Corporation, located at 27943 Valley Center Road, Valley Center, CA 92082, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

<u>FIRST</u>: 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 June 26, 2024, hereby agrees to provide services as described in this Contract for On-Call Slope Mowing Services.

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, and Exhibit G, Slope Mowing Services Form; 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.

<u>THIRD</u>: 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 \$4,500,000, or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25% from the previous contract terms will be applied to subsequent renewal terms.

FOURTH: This Contract's initial term will be for a period of 1 year commencing on August 1, 2025, or upon final execution by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to four additional one-year periods and 6 month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not

exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. If the County authorizes the Contractor in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

<u>FIFTH</u>: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly 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

<u>SEVENTH</u>: 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.

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

NINTH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor prior to the renewal of a contract option year, the contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in the FOURTH paragraph may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any cost-of-living adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase will take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to "the contract renewal date" or "exercising the additional option year periods identified in the FOURTH paragraph. Upon approval of COLA, a notification will be sent to the Contractor.

<u>ELEVENTH</u>: 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 G, inclusive, the COUNTY'S provisions will control and be binding.

<u>TWELFTH</u>: 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.

<u>FOURTEENTH</u>: 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.

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// // // // 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	
	POWERLAND EQUIPMENT, INC.
	By
	Its President
	Type/Print Name
	By Its Secretary
	Its Secretary
	Type/Print Name

 $P:\label{localized} P:\label{localized} P:\l$

Agenda Date: June 17, 2025 ENCLOSURE B

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL SLOPE MOWING 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	l Disadvantaged	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
Powerland Equipment, Inc.	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A

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

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
J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A
Landsco, Inc.	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A

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

Agenda Date: June 17, 2025 ENCLOSURE B

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL SLOPE MOWING SERVICES

	FIRMI	NFORMATION*	Powerland Equipment, Inc.	J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company	Landsco, Inc.
	BUSIN	IESS STRUCTURE	Corporation	Corporation	Corporation
Γ	CULTURAL	/ETHNIC COMPOSITION	NUME	BER/% OF OWNE	RSHIP
ŀ		Black/African American	0	0	0
	핊	Hispanic/Latino	0	1/100%	3/100%
	Ŧ	Asian or Pacific Islander	0	0	0
	PAI	Native American	0	0	0
	'S'	Subcontinent Asian	0	0	0
	Ë	White	1/100%	0	0
L	OWNERS/PARTNERS	Female (included above)	0	0	1
Г	COUN.	TY CERTIFICATION			
ŀ		CBE	N/A	N/A	N/A
ľ		LSBE	N/A	N/A	N/A
	OTHER C	ERTIFYING AGENCY			

^{*}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.

4/16/24. 8:06 AM LA County Solicitations Enclosure C











🜴 Home (/LACoBids/) / 🖵 Admin (/LACoBids/Admin) / 🗐 Open Solicitations (/LACoBids/Admin/BidList) / 📰 Detail

Log Off (/LACoBids/Account/LogOff)

Solicitation Detail

Soliciation Number:	BRC0000480			
Title:	On-Call Slope Mowing Services			
Department:	Public Works	Public Works		
Bid Type:	Service	Bid Amount:	\$3,500,000.00	
Commodity:	GROUNDS MAINTENANCE: MOWING, ED	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMI		
Description:		PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Slope Mowing Services (BRC0000480) contract. This contract has been designed to have a potential maximum contract term of 5 years consisting of an initial 1-year term and potential additional four 1-year option renewals. The total annual contract amount of this service is estimated to be \$3.500,000. The Request for Proposals (REP)		

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) $458-4199 \ or \ a albert \\ @pw.lacounty.gov, \ Monday \ through \ Thursday, \ 7 \ a.m. \ to \ 5 \ p.m. \\ \\$

The deadline to submit proposals is Tuesday, May 14, 2024, at 5:30 p.m. Please direct your questions to Ms. Albert or Mr. Flores. See page 2 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.

An optional proposers' conference will be held on Tuesday, April 30, 2024, at 9 a.m. via Microsoft Teams Meeting Online Events. To participate, the proposers will need to sign-in using the electronic sign-in sheet through the website listed below. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. It is the proposers' sole responsibility to do a contract terms are the proposers' of the proposers'their due diligence to visit and familiarize themselves with the work locations and their requirements before submitting their proposal. After the conference, proposers must submit questions in writing and request information for this solicitation by Monday, May 6, 2024.

Item Solicitation Schedule Due Date

- 1. Written Questions Due Monday, May 6, 2024
- 2. Form PW-3: Jury Service Exemption Tuesday, April 30, 2024
- 3. Form PW-11 Solicitation Requirements Review (SRR) Request
- ***Submit only if you believe your firm is being unfairly disadvantaged per the 4 reasons cited in Form PW-11*** Tuesday, April 30, 2024
- 4. Proposal Submission Due Tuesday, May 14, 2024

NOTE: Items 1 through 3 above, if submitting, will be due via e-mail to Ms. Albert or Mr. Flores. Item 4 is due from all proposers in accordance with the Important Notice below.

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

"Do Business with Public Works" Website Registration

All interested proposers for this RFP are strongly encouraged to register at http://pw.lacountv.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.

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:

- $1. \ Proposer \ must have \ a \ minimum \ of \ 3 \ years \ of \ experience \ providing \ slope \ mowing \ services.$
- $2. \ Proposer's \ onsite \ supervisor \ and/or \ operator \ must \ have \ a \ minimum \ of \ 3 \ years \ of \ experience \ performing \ slope \ mowing \ services.$
- 3. Proposer must submit a copy of a valid and active State of California Contractor's Class C-27 (Landscaping Contractor) license.
- 4. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFP. Proposer and its subcontractors performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.
- 5. Subcontracting is not allowed for this service except for the use of water truck services. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested other than the use of water truck services, the proposal will be immediately disqualified.
- 6. Proposer has submitted documentation demonstrating its good faith efforts to meet the County's CBE Program goal in accordance with Section 1.X. Community Business Enterprise Participation.

IMPORTANT NOTICE

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.

PROPOSALS MUST BE SUBMITTED FLECTRONICALLY USING THE FOLLOWING METHOD:

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.

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.

Please note, each file upload 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 a proposer submits a proposal through BidExpress, the proposer should not send hard copies, compact disc, or any other materials to the County via mail

Doing Business with Preference Program Enterprise

The County provides many benefits for firms that are certified through the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE), collectively called Preference Program Enterprise (PPE). Eligible firms, prime contractors, and subcontractors are strongly encouraged to participate and receive benefits available only to PPE, such as price preference during solicitation process, when applicable, and the PPE Prompt Payment Program. Prompt payment is defined as 15 calendar days after the receipt of an undisputed invoice for goods or services. Information on this program and how to obtain certification are available on the County of Los Angeles Department of Economic Opportunity website: Office of Small Business | LA County AJCC, CA.

Open Day:	4/16/2024	Close Date:	5/14/2024 5:30:00 PM	
Contact Name:	Amber Albert	Contact Phone:	(626) 458-4199	
Contact Email:	aalbert@dpw.lacounty.gov	aalbert@dpw.lacounty.gov		
Last Changed On:	4/16/2024 8:04:57 AM	4/16/2024 8:04:57 AM		
Attachment File (0):	Click here to download attachment files.			
			Update (/LACoBids/Admin/UpdateBi	d/Njc2ODM3NDE2MjQ0)



BOARD LETTER/MEMO CLUSTER FACT SHEET

	⊔в	oard Memo	⊔Otner
CLUSTER AGENDA REVIEW DATE	6/11/2025		
BOARD MEETING DATE	7/1/2025		
SUPERVISORIAL DISTRICT AFFECTED	⊠ AII □ 1st □ 2	2 nd 3 rd 4 th 5 th	
DEPARTMENT(S)	Public Works		
SUBJECT	Award of Service Contract On-Call Weather Forecasting Services		
PROGRAM	Not a program		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No		
	If Yes, please explain wh	ny:	
SB 1439 SUPPLEMENTAL DECLARATION FORM	⊠ Yes □ No – N	Not Applicable	
REVIEW COMPLETED BY EXEC OFFICE		natter is subject to the Levine Ac ounty.gov to avoid delays in sched	
DEADLINES/ TIME CONSTRAINTS	The current contract will expire on December 27, 2025. The award of this contract will continue the current services by the recommended contractor, North American Weather Consultants, Inc.		
COST & FUNDING	Total cost: \$501,624	Funding source: Funding for these services is Service Fund (B04 - Services ar 2025-26 Budget, which will be reimb District Fund. Funds to finance the and 10 percent additional funding requested through the annual budge	nd Supplies) Fiscal Year oursed by the Flood Control e contract's optional years for contingencies will be
		a period of 1 year with four addition xtension up to 6 months for a maxim	nal 1-year renewal options
	N/A		
PURPOSE OF REQUEST	The purpose of the recommended action is to award a contract to provide on-call weather forecasting services within Los Angeles County. The work to be performed will consist of rainfall forecasts for key locations throughout Los Angeles County. This information is vital to Public Works to assist in making flood control and water conservation operational decisions.		
	accurately, efficiently, tin control and water conse		ssist Public Works in flood
BACKGROUND (include internal/external issues that may exist including any related motions)	The work to be performed will consist of rainfall forecasts for key locations throughout Los Angeles County. This information is vital to Public Works to assist in making flood control and water conservation operational decisions. Public Works has contracted for this service since 1951.		

EQUITY INDEX OR LENS	
WAS UTILIZED	If Yes, please explain how:
	Public Works notified over 34,000 subscribers of our "Do Business with Public Works" website using our weekly GovDelivery notification. Notice of this solicitation was also posted on the County's "Doing Business with Los Angeles County" website and advertisements were published in ten regional and small newspapers in each Supervisorial District. Additionally, Public Works notified 1,677 Local Small Business Enterprises, 171 Disabled Veteran Business Enterprises, 177 Social Enterprises, 942 Community Business Enterprises, and 1,385 Community-Based Organizations. Public Works also requested assistance from the Department of Economic Opportunity (DEO), who conducted a focused outreach based on the commodity code of the services being solicited; DEO reached out to 139 vendors about this business opportunity.
SUPPORTS ONE OF THE	
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how:
	Supports Board Priority No. 7: Sustainability. By providing rainfall forecasts for key locations throughout Los Angeles County to assist Public Works in making flood control and water conservation operational decisions.
DEPARTMENTAL	Name, Title, Phone # & Email:
CONTACTS	Adam Ariki, Deputy Director, (626) 458-4012, cell (626) 476-6703, aariki@pw.lacounty.gov

P:\WRD\OPERATIONS\ON CALL WFS BL\WFS - CLUSTER FACT SHEET



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: SWE-4

July 1, 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
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
ON-CALL WEATHER FORECASTING SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award a service contract to North American Weather Consultants, Inc., for on-call weather forecasting services for the various communities throughout Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is not a project pursuant to the California Environmental Quality Act.
- 2. Award and delegate authority to the Director of Public Works or his designee to execute a contract with North American Weather Consultants, Inc., for weather forecasting services. This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$501,624. This contract will be subject to the additional extension provisions specified below.

- 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, North American Weather Consultants, 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 County to do so.
- 4. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract's expiration dates as necessary to complete those additional services when those additional services are (1) previously unforeseen, (2) related to a previously assigned scope of work on a given work order, and (3) are necessary for the completion of that given work order.
- 5. Delegate authority to the Director of Public Works or his designee to increase the contract amount up to an additional 10 percent, which is included in the maximum potential aggregate program sum, for unforeseen additional work within the scope of this contract, if required; and to adjust the contract sum for each option year to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award a contract to provide on-call weather forecasting services throughout Los Angeles County. The work to be performed will consist of rainfall forecasts for key locations throughout the County. The information provided through this service is vital to Public Works' operational decisions in flood control and water conservation efforts.

The recommended contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner to assist Public Works in flood control and water conservation efforts.

<u>Implementation of Strategic Plan Goals</u>

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iv, Environmental Justice and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal D,

Streamlined and Equitable Contracting and Procurement, Strategy ii, Modernize Contracting and Procurement, and Focus Area Goal G, Internal Controls and Process, Strategy ii, Manage and Maximize County Assets, by contracting with the contractor who has the specialized expertise to provide this service in a timely and responsive manner and will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract sum is \$82,913 plus 10 percent for unforeseen additional work and cost-of-living adjustment in accordance with the contract. This amount is based on the unit prices quoted by the contractor and Public Works' estimated annual utilization of the contractor's services. The contract is for 1 year with four additional 1-year renewal options and 6 month-to-month extensions for a maximum potential contract term of 66 months and an overall maximum potential contract sum of \$501,624. Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding.

Funding for these services is included in the Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2025-26 Budget, which will be reimbursed by the Flood Control District Fund (B07 - Services and Supplies). Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contract as to form, which is substantially similar to the enclosed draft agreement (Enclosure A). The recommended contract agreement with North American Weather Consultants, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. This contract will commence upon the Board's approval and final execution by both parties, whichever occurs last. The expiration of the contract is subject to the following conditions: where services for a given project have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be extended solely to allow for the completion of such services.

A standard service contract was used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the

proposers' utilization participation and Community Business Enterprise Program information. Data regarding the 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 was extended to December 27, 2025, but will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b) of the California Environmental Quality Act Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of California Environmental Quality Act.

CONTRACTING PROCESS

On August 26, 2024, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Daily Commerce, The Malibu Times, Long Beach Press Telegram, and Pasadena Star News. Public Works also informed 1,677 Local Small Business Enterprises; 171 Disabled Veteran Business Enterprises; 177 Social Enterprises; 942 Community Business Enterprises; and 1,385 Community-Based Organizations. Additionally, the Department of Economic Opportunity conducted a focused outreach and informed 139 related businesses about this business opportunity.

On September 9, 2024, two proposals were received. The proposals were first reviewed to ensure the minimum mandatory requirements of the RFP were met. Each proposal was then evaluated by an evaluation committee consisting of Public Works' staff. The evaluation was conducted utilizing the informed averaging methodology for applicable criteria described in the RFP, which included the price, experience, work plan, and references. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, responsive, and responsible proposer, North American Weather Consultants, Inc. Since Public Works does not employ the classifications that may be impacted by this contract, no union notification was required.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (Los Angeles County Code,

Chapter 2.121) and the Living Wage Program (Los Angeles County Code, Chapter 2.201) do not apply to this contract. In addition, the contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:SK:og

Enclosures

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

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AGREEMENT FOR ON-CALL WEATHER FORECASTING SERVICES (BRC0000536)

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 North American Weather Consultants, Inc., a Utah corporation, located at 8180 South Highland Drive, Suite B-2, Sandy Utah, 84093, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

<u>FIRST</u>: 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 September 9, 2024, hereby agrees to provide services as described in this Contract for On-Call Weather Forecasting Services.

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, Weather Forecasting Services Watershed Areas and QPF Locations, Exhibit H, Los Angeles County Department of Public Works Seasonal and Monthly Outlook, Exhibit I, Los Angeles County Department of Public Works Weekly Forecast, Exhibit J, Los Angeles County Department of Public Works Pre-Storm Daily Forecast, Exhibit K, Los Angeles County Department of Public Works Daily Forecast, and Exhibit L, Los Angeles County Department of Public Works On-Call Intensive Storm Monitoring; 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 upon by the Parties to constitute the Contract.

<u>THIRD</u>: 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 Form PW-2, Schedule of Prices set forth in the Proposal and attached hereto as Exhibit A.1, an amount not to exceed \$82,913 per year, or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25% from the previous contract terms will be applied to subsequent renewal terms.

FOURTH: This Contract's initial term will be for a period of 1 year commencing on upon the Board's approval and final execution of this Agreement by the Parties. COUNTY will have the sole option to renew this Contract term for up to four 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. If the County authorizes the Contractor in writing to perform services on a given task prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given task.

<u>FIFTH</u>: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the unit prices quoted in Exhibit A.1, Schedule of Prices, (Form PW-2).

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

<u>SEVENTH</u>: 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.

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

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

Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor prior to the renewal of a contract option year, the contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in the FOURTH paragraph may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any cost-of-living adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase will take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to "the contract anniversary renewal date" or "exercising the additional option year periods" identified in the FOURTH paragraph. Upon approval of COLA, a notification will be sent to the Contractor.

<u>ELEVENTH</u>: 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 L, inclusive, the COUNTY'S provisions will control and be binding.

<u>TWELFTH</u>: 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 by the CONTRACTOR shall require prior written approval from the COUNTY 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 direct Consultant/Contractor to make revisions to the information prior to disclosure.

<u>FOURTEENTH</u>: 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.

// // // //// IIII////II////////// IIII////II////

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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	
	NORTH AMERICAN WEATHER CONSULTANTS, INC.
	By Its President
	Type/Print Name
	By Its Secretary
	Type/Print Name

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON- CALL WEATHER FORECASTING SERVICES

SELECTED FIRMS

	Proposer Name (Prime with subcontractors* listed below)	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority- Owned	Women- Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	LGBTQQ- Owned Business Enterprise
1	North American Weather Consultants, Inc.	NO	NO	NO	NO	NO	NO	NO	NO
*									

^{*}only subcontractors with Utilization Participation are listed.

NON-SELECTED FIRMS

	Proposer Name	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority- Owned	Women- Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	LGBTQQ- Owned Business Enterprise
1	Narwhal Met LLC dba Weathernet	NO	NO	NO	NO	NO	NO	NO	NO

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL WEATHER FORECASTING SERVICES

FIRM	I INFORMATION**	North American Weather Consultants, Inc.	Narwhal Met LLC dba Weathernet
BUS	SINESS STRUCTURE	Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF O	DWNERSHIP
	Black/African American		
RS	Hispanic/Latino		
빌	Asian or Pacific Islander		
RT	Native American		
/PA	Subcontinent Asian		
Hispanic/Latino Asian or Pacific Islander Native American Subcontinent Asian White TOTAL Female (included above)		1/100 %	3/100%
Į Į	TOTAL	1	3
NO No	Female (included above)		
COUNTY CERTIFICATION			
СВЕ		N/A	N/A
LSBE		N/A	N/A
OTHER CERTIFYING AGENCY		N/A	N/A

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











🏶 Home (/LACoBids/) / 🗏 Closed & Award Solicitations (/LACoBids/AwardLookUp/AwardBidList?page=1&TextSearch=weather%20forecasting&FieldSort=BidTitle&DirectionSort=Asc) / 🍱 Detail

Solicitation Information

Solicitation Number:	BRC0000536				
Title:	On-Call Weather Forecasting Services				
Department:	Public Works	Public Works			
Bid Type:	Service	Service Bid Amount: \$90,000.00			
Commodity:	WEATHER FORECASTING SERVICES	WEATHER FORECASTING SERVICES			
	DISTORTIVE VOTICE II TO THE VIEW OF THE VIEW OF	DESCRIPTION OF THE PROPERTY OF			

Description:

PLEASE TAKE NOTICE that Public Works requests proposals for the On-call Weather Forecasting Services (BRC0000536) contract. This contract has been designed to have a potential maximum proposal for the On-call Weather Forecasting Services (BRC0000536) contract. This contract has been designed to have a potential maximum proposal for the On-call Weather Forecasting Services (BRC0000536) contract. This contract has been designed to have a potential maximum proposal for the On-call Weather Forecasting Services (BRC0000536) contract. This contract has been designed to have a potential maximum proposal for the On-call Weather Forecasting Services (BRC0000536) contract. This contract has been designed to have a potential maximum proposal for the On-call Weather Forecasting Services (BRC0000536) contract has been designed to have a potential maximum proposal for the On-call Weather Forecasting Services (BRC0000536) contract has been designed to the On-call Weather Forecasting Services (BRC0000536) contract has been designed to the On-call Weather Forecasting Services (BRC0000536) contract has been designed to the On-call Weather Forecasting Services (BRC0000536) contract has been designed to the On-call Weather Forecasting Services (BRC0000536) contract has been designed to the On-call Weather Forecasting Services (BRC0000536) contract has been designed to the On-call Weather Forecasting Services (BRC0000536) contract has been designed to the On-call Weather Forecasting Services (BRC0000536) contract has been designed to the On-call Weather Forecasting Services (BRC0000536) contract has been designed to the On-call Weather Forecasting Services (BRC0000536) contract has been designed to the On-call Weather Forecasting Services (BRC0000536) contract has been designed to the On-call Weather Forecasting Services (BRC0000536) contract has been designed to the On-call Weather Forecasting Services (BRC0000536) contract has been designed to the On-call Weather Forecasting Services (BRC0000536) contract has been designed to tcontract term of 5 years consisting of an initial 1-year term and potential additional four 1-year option renewals. The total annual contract amount of this service is estimated to be \$90,000. 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 accessed at https://pw.lacounty.gov/brcd/servicecontracts or may be accessed at https://pw.lacounty.requested from Ms. Elizabeth Yetaryan at (626) 458-4072 or eyetaryan@pw.lacounty.gov or

Ms. Ani Karapetyan at (626) 458-4050 or akarapetyan@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

The deadline to submit proposals is Monday, September 9, 2024, at 5:30 p.m. Please direct your questions to Ms. Yetaryan or Ms. Karapetyan. 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.

An optional proposers' conference will be held on Tuesday, August 20, 2024, at 9 a.m. via Microsoft Teams Meeting Online Events. To participate, the proposers will need to sign-in using the electronic sign-in sheet through the website listed below. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. It is the proposer's sole responsibility to do their due diligence to visit and familiarize themselves with the work locations and their requirements before submitting their proposal. After the conference, $proposers\ must\ submit\ questions\ in\ writing\ and\ request\ information\ for\ this\ solicitation\ by\ Monday,\ August\ 26,\ 2024.$

- 1. Written Questions Due Monday, August 26, 2024
- 2. Form PW-3: Jury Service Exception Tuesday, August 20, 2024
- 3. Form PW-11 Solicitation Requirements Review (SRR) Request
- ***Submit only if you believe your firm is being unfairly disadvantaged per the 4 reasons cited in Form PW-11***

Tuesday, August 20, 2024

4. Proposal Submission Due Monday, September 9, 2024

NOTE: Items 1 through 3 above, if submitting, will be due via e-mail to Ms. Yetaryan or Ms. Karapetyan. Item 4 is due from all proposers in accordance with the Important Notice below.

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

"Do Business with Public Works" Website Registration

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

Minimum Mandatory Requirements:

Proposers are requested to submit proposals offering services in accordance with Exhibit A (Scope of Work), and in a format specified in Part I, Section 2 (Proposal Format and Content Requirements) of this Request for Proposal (RFP). At the time of proposal submission, proposers must meet all of the minimum mandatory requirements listed in Part I, Section I, and complete Form PW-15 (Minimum Mandatory Requirements), to qualify as eligible to perform the services under this Contract.

IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via Universal Serial Bus (USB) or compact disk to:

Los Angeles County Public Works Cashier's Office 900 South Fremont Avenue, Mezzanine Level Alhambra, CA 91803 Attention: Flizabeth Yetarvan RFP: ON-CALL WEATHER FORECASTING SERVICES

RFP NUMBER: (BRC0000536)

Proposals received after the closing date and time specified in this notice will be rejected by Public Works as nonresponsive. Submission of hard copy proposals will not be accepted.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Electronic Submission of Proposals

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.

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 $processing \ before the \ due\ date.\ An\ Infotech/BidExpress\ Guide\ is\ included\ as\ Attachment\ 6\ for\ reference.\ There\ is\ a\ nominal\ service\ fee\ to\ use\ BidExpress\ and\ another bidExpress\ and\ another bidExpress\ and\ another bidExpress\ another bid$

All updated instructions for Infotech/BidExpress can be found at the following link: https://infotechinc.zendesk.com/hc/en-us/categories/360003900254-Bid-Express-at-www-bidexpress-com

Please note, each file upload 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 a proposer submits a proposal through BidExpress, the proposer should not send hard copies, compact disk, or any other materials to the County via mail. Less

Open Day: 8/6/2024 Closed Date: 9/9/2024 5:30:00 PM

ENCLOSURE C

Contact Email: eyetaryan@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: 8/6/2024 8:19:55 AM	Contact Name:	Elizabeth Yetaryan	Contact Phone:	(626) 458-4072
Solicitation Award (0): Click here to view award list.	Contact Email:	yetaryan@dpw.lacounty.gov		
Click nere to view award list.	Notice of Intent to Award (0):	Click here to view notice intent to award list.	Click here to view notice intent to award list.	
Last Changed On: 8/6/2024 8:19:55 AM	Solicitation Award (0):	Click here to view award list.		
	Last Changed On:	8/6/2024 8:19:55 AM		
Attachment File (0): Click here to download attachment files.	Attachment File (0):	Click here to download attachment files.		



BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	☐ Board Memo ☐ Other				
CLUSTER AGENDA REVIEW DATE	6/11/25				
BOARD MEETING DATE	7/1/25				
SUPERVISORIAL DISTRICT AFFECTED	☐ AII ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th				
DEPARTMENT(S)	Regional Planning				
SUBJECT	Bob Hope Patriotic Hall Landmark Designation				
PROGRAM	Historic Preservation				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No				
SOLE SOURCE CONTRACT	☐ Yes ☐ No				
	If Yes, please explain w	hy:			
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes No – Not Applicable				
DEADLINES/ TIME CONSTRAINTS	It is recommended that the Board act on this item promptly so that the property will be designated prior to the building's centennial celebration.				
COST & FUNDING	Total cost: \$0.00	Funding source: NA			
	TERMS (if applicable): NA Explanation: NA				
PURPOSE OF REQUEST	This action is to designa	ate Bob Hope Patriotic Hall as a Count	y Landmark.		
BACKGROUND (include internal/external	There are no issues rela	ated to this item.			
issues that may exist	Motion:				
including any related motions)	 Find that the project is exempt from the provisions of CEQA for the reasons stated in this Board Letter and in the record; 				
	2. Indicate its intent to designate the subject property as a County Landmark; and				
	 Instruct County Counsel to prepare the necessary final documents to designate the subject property as a County Landmark for the Board's consideration. 				
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☐ No If Yes, please explain how:				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☑ No If Yes, please state which one(s) and explain how:				

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Dean Edwards, Senior Planner, (213) 974-0087, dedwards@planning.lacounty.gov Bruce Durbin, Supervising Planner, 213-893-7043, bdurbin@planning.lacounty.gov Edward Rojas, Assistant Administrator, (213) 893-7466, erojas@planning.lacounty.gov Connie Chung, Deputy Director, 213-893-7038, cchung@planning.lacounty.gov
3	

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP Director, Regional Planning

DAVID DE GRAZIA

Deputy Director,

Current Planning

DENNIS SLAVIN
Chief Deputy Director,
Regional Planning

SHARON GUIDRY
Deputy Director,
Land Use Regulation

CONNIE CHUNG, AICPDeputy Director,
Advance Planning

JOSEPH HORVATH
Administrative Deputy,
Administration

July 1, 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:

BOB HOPE PATRIOTIC HALL LANDMARK DESIGNATION PROJECT NO. PRJ2024-001033-(1)

CASE NO. RPPL2024001530

(FIRST SUPERVISORIAL DISTRICT) (3-VOTES)

SUBJECT

The recommended actions are to find the Bob Hope Patriotic Hall (Hall) Landmark Designation exempt under the California Environmental Quality Act (CEQA) and to designate the Hall, located at 1816 South Figueroa Street, on APN 5126-009-900 in City of Los Angeles, as a County of Los Angeles (County) Landmark.

IT IS RECOMMENDED THAT THE BOARD,

- 1. Find that the project is exempt from the provisions of CEQA for the reasons stated in this Board Letter and in the record; and
- 2. Designate the subject property as a County Landmark.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to designate the Hall as a County Landmark, thereby preserving the County's distinctive history.

<u>Implementation of Strategic Plan Goals</u>

This action supports the County's Strategic Plan North Star 2 (Foster Vibrant and Resilient Communities). Designating Landmarks and Historic Districts preserves the unincorporated community's cultural heritage, thereby fostering community vibrancy.



The Honorable Board of Supervisors July 1, 2025 Page 2

FISCAL IMPACT/FINANCING

There is no fiscal impact for this project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Background

The 10-story County-owned Hall was constructed in 1926 to provide social and medical services to veterans and memorial to war veterans. Additionally, it served as a World War II military meeting space, veteran housing, and offices for the American Legion.

On June 5, 2024, the Board of Supervisors (Board) nominated the Hall as a County Landmark and directed the Department of Military and Veteran Affairs to nominate Hall for listing on the National Register of Historic Places (NR). The property was listed on the NR on April 2, 2025.

Pursuant to County Code Section 22.124.070.A, the Hall is eligible to be designated a landmark because it meets the following designation criteria:

It is 50 years of age or older.

It is associated with events that have made a significant contribution to the broad patterns of the history of the nation, State, and County.

It embodies the distinctive characteristics of Italian Renaissance Revival architectural style.

It has been formally determined eligible by the United States National Park Service for listing, in the NR and is listed on the California Register of Historical Resources.

Board Consideration

Pursuant to County Code Section 22.124.130.B, designation of County-owned property as a landmark may be by written resolution that establishes guidelines and standards for future proposed changes to the landmark.

Designation Effective Date

Pursuant to County Code Section 22.124.130.C, a landmark designation of a County-owned property shall be effective as of the date the resolution approving the designation is adopted by the Board.

Procedures Upon Approval

Pursuant to County Code Section 22.124.130.D, upon the effective date of the designation of the County-owned property as a landmark, the Landmarks Commission shall promptly enter the property into the County Register as a "Los Angeles County Landmark," and shall specify the effective date of the landmark designation.

The Honorable Board of Supervisors July 1, 2025 Page 3

Pursuant to County Code Section 22.124.130.E, the Director of the Department of Regional Planning (Director) shall cause a document titled "Notice of Landmark Designation" to be promptly recorded with the Registrar-Recorder/County Clerk upon the effective date of the designation of a County-owned property as a landmark.

Pursuant to County Code Section 22.124.130.F, County-owned property designated by the Board as a landmark shall be subject only to the guidelines, standards, restrictions, or regulations set forth in the designating resolution, or in any subsequent resolution adopted by the Board regarding the landmark designation and shall not otherwise be subject to this Chapter. The Director shall assist County departments or commissions to determine whether proposed work on or use of a County-owned landmark is consistent with its landmark designation, at the request of such departments or commissions.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Section 15331 (Historical Resource Restoration/Rehabilitation—Class 31) of CEQA, a historic landmark designation is categorically exempt from the provisions of the CEQA because the designation will preserve a historical resource in a manner consistent with the Secretary of the Interior's *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (1995).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed action will not impact current County services or projects.

For additional information regarding this item, please contact Dean Edwards at dedwards@planning.lacounty.gov.

Respectfully submitted,

AMY J. BODEK, AICP

Director of Regional Planning

AJB:CC:ER:BD:DE:lq

Attachment: Board Resolution

c: Executive Officer, Board of Supervisors Chief Executive Office

County Counsel

Historical Landmarks and Records Commission

RESOLUTION COUNTY OF LOS ANGELES BOARD OF SUPERVISORS BOB HOPE PATRIOTIC HALL LANDMARK DESIGNATION PROJECT NO. PRJ2024-001033-(1) CASE NO. RPPL2024001530

WHEREAS, the Board of Supervisors ("Board") of the County of Los Angeles ("County") conducted a duly noticed public meeting to consider the project categorically exempt from the California Environmental Quality Act, pursuant to Section 15331 of the State CEQA Guidelines (Historical Resource Restoration/Rehabilitation – Class 31) and designation of a County-owned property, known as Bob Hope Patriotic Hall (BHPH), located at 1816 South Figueroa Street, in the City of Los Angeles, a County landmark ("landmark") pursuant to Chapter 22.124 of the Los Angeles County Code ("County Code") on July 1, 2025.

WHEREAS, the Board duly considered all facts and records presented on the designation, including all public comment and testimony; and

WHEREAS, the Board makes the following findings on the designation:

1. The 0.53-acre subject property is developed with a west-facing 10-story (excluding its basement and attic), 85,000 square foot rectangular building. The building is 144 feet tall above finish grade and has a side gable roof with smaller sloped clay tile pent roofs on the west, primary elevation. A two-story auditorium with a gable roof sits on the east side of the structure. The steel-framed structure is encased in concrete with brick in-fill walls. Both the roof and floor framing are composed of reinforced concrete slabs cast over steel beams, girders, and purlins. The ornate, symmetrical facade features a tripartite division of rusticated entrance level, a middle section of smoothed cast stone with a shallow balcony, and an upper level characterized by a deeply recessed loggia fronted by columns surmounted by the attic, recessed from the facade.

The interior of BHPH includes:

- a. An approximately 24-foot-high ground (first) floor with a grand lobby, known as Memorial Hall, and 420 plus seat auditorium;
- b. Four approximately 12-foot-high even numbered floors containing large meeting rooms;
- c. Four one-story high odd numbered floors that are now devoted mostly to mechanical systems, offices, archives and storage; and
- d. An approximately 24-foot-high gymnasium is located on the 10th floor.
- 2. The boundaries of the proposed landmark follow the boundaries of Assessor Parcel Number 5126-009-900.
- 3. BHPH was constructed in 1925 to provide social and medical services to veterans, and as a memorial to LA County's veterans. A 1926 Los Angeles Times article declared that the building was "the most expensive and elaborate veteran memorial erected by any county in the United States." During World War II some of the lower dining rooms were

RESOLUTION PAGE 2 of 5

used for billeting soldiers, and the building served as a local headquarters for military forces. Later, it was used for multiple purposes such as the state headquarters for Disabled American Veterans, the Veterans Administration psychiatric outpatient program, and the County office of the American Legion.

- 4. On January 15, 1976, the property was listed as a California Point of Historical Interest at the request of the County for being a focal point for County veteran activities for 50 years.
- 5. On June 25, 2024, the Board of Supervisors directed the Department of Military and Veteran Affairs to nominate BHPH for National Register of Historic Places listing and nominated the property as a County Landmark.
- 6. The National Park Service defines period of significance as "the span of time during which significant events and activities occurred" associated with the historic site. The period of significance of the subject property is 1926, when BHPH was dedicated and opened, to 1974 (50 years ago). Throughout the period of significance, and beyond, BHPH has continuously served as a memorial and provided services to veterans.
- 7. Pursuant to County Code Section 22.124.070.A, BHPH is eligible to be designated as a landmark because it meets the following designation criteria:
 - a. It is 50 years of age or older. The building is 99 years old.
 - b. It is associated with the following events that have made a significant contribution to the broad patterns of the history of the nation, State and County.
 - i. The American wars and conflicts that occurred from the Civil War (1861–1865) to the Vietnam War (1955–1975), because BHPH was a location where veterans of these conflicts received services during the period of significance.
 - ii. World War II because the building was used during the war by the Army for defense planning and furloughed soldier accommodations.
 - c. It embodies the distinctive characteristics of the Italian Renaissance Revival architectural style that has a period of significance from 1890 to 1930. The style is based on Classical precedents of Greek and Roman antiquity. Italian Renaissance Revival style buildings feature elaborate arched openings, scroll patterns, broken pediments, statuary, round windows, pilasters, and balustrades.
 - d. It has formally been determined eligible by the United States National Park Service for listing in the National Register of Historic Places (NR) and is listed on the California Register of Historical Resources (CR).
 - i. In 1982, in response to a Section 106 review that the Federal Highway Administration (FHA) conducted for a I-110 Freeway improvement project, the FHA requested that the Keeper of the Register ("Keeper") evaluate the subject property for eligibility for listing on the NR.

Federally sponsored programs and projects are reviewed pursuant to Sections 106 and 110 of the National Historic Preservation Act. Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to consider the effects of proposed federal undertakings on

RESOLUTION PAGE 3 of 5

historic properties. NHPA's implementing regulations found in 36 CFR Part 800 require federal agencies and their designees, permitees, licensees, or grantees to initiate consultation with the State Historic Preservation Officer as part of the Section 106 review process.

On September 15, 1982, the Keeper determined that BHPH was eligible for listing om the NR for serving as a war memorial and as a resource for veterans, and as an excellent example of Italian Renaissance Revival architecture. As a result of determination, the property was listed in the CR.

- ii. On June 5, 2024, the Board directed the Department of Military and Veteran Affairs to nominate BHPH for listing on the NR. The property was listed on the NR on April 2, 2025.
- 8. Pursuant to County Code Section 22,124.070, interior spaces that are included in the landmark designation are identified in Table 2 of the attached Character Defining Feature Inventory and Work Guidelines Bob Hope Patriotic Hall Landmark Designation.
- 9. Historic integrity ("integrity") is defined by the National Park Service (NPS) as a property's ability to convey its historical significance. Integrity is evaluated using its seven aspects of location, design, setting, materials, workmanship, feeling, and association. BHPH retained all aspects of integrity despite the following alterations:
 - a. 1948: An enclosed staircase for emergency exit was added to the south elevation, with the resulting loss of windows along the height of the building in that narrow area.
 - b. 1972: Installation, new interior partitions, and an exterior wheelchair ramp leading to the building's south entrance.
 - c. 1970s: The Auditorium's original wood seating was replaced with compatible seats (no permit available).
 - d. 1999: Four doors were added between the Wilson and Nimitz Rooms on the eighth floor. The doors were later removed during the 2007-2013 renovation.
 - e. 2000: Installation of three new interior doors
 - f. 2001: Repair exterior balcony railing cracks.
 - g. 2005: Elevator replacement and accessibility improvements.
 - h. 2007-2013:
 - i. Interior and exterior extensively refurbished.
 - ii. The basement was remodeled to include a new kitchen, new equipment, and seating. (Note: this was done during the 2007–2013 renovation. Previous 1976–1978 stylized decor of this area was removed during the 2007–2013 renovation.)

RESOLUTION PAGE 4 of 5

iii. A rehabilitation was completed that included the installation of new mechanical, electrical, plumbing, air-conditioning, asbestos removal, seismic reinforcement, telecommunications, acoustic isolation of the gymnasium, and fire-life safety systems. These systems are on the oddnumbered floors that are in use today, and did not affect the principal "named" rooms on the even numbered floors.

- iv. Asbestos removed.
- v. Non-bearing walls added to create six offices on the sixth floor.
- vi. Lighting fixtures changed on fourth and sixth floors.

i. Dates Unknown

- i. Many original light fixtures were replaced.
- ii. A few interior partitions were added.
- iii. Flooring materials changed, including the addition of carpet over original wood floors (still intact).
- iv. Fluorescent lighting was added to some rooms.
- 10. The subject property is County-owned. Pursuant to County Code Section 22.124.130.B, designation of County-owned property as a landmark may be by written resolution that establishes guidelines and standards for future proposed changes to the landmark. The guidelines and standards for work are in the attached Character-Defining Features and Work Guidelines.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

- 1. Find the project categorically exempt from the California Environmental Quality Act, pursuant to Section 15331 of the State CEQA Guidelines (Historical Resource Restoration/Rehabilitation Class 31);
- 2. The property is located 1816 South Figueroa Street, in the City of Los Angeles, as a County Landmark is hereby designated as a Los Angeles County Historic Landmark;
- 3. Pursuant to County Code Section 22.14.080, character-defining features are defined as "the materials, forms, location, spatial configurations, uses, and cultural associations or meanings that contribute to the historic character of a historic resource that must be retained to preserve that character." The property's character-defining are attached; and
- 4. Pursuant to County Code section 22.124.190.A, the effective date of this designation is July 1, 2025 and the decision of the Board is final.

RESOLUTION PAGE 5 of 5

Deputy

EDWARD YEN
Executive Officer-Clerk of the Board of
Supervisors of the County of Los Angeles
By:______

APPROVED AS TO FORM: DAWYN HARRISON County Counsel

Thomas R. Parker Senior Deputy

By: Shomas & Tarker

Attachment: Character-defining Features and Work Guidelines

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	6/11/2025				
BOARD MEETING DATE	7/15/2025				
SUPERVISORIAL DISTRICT AFFECTED	□ All ⊠ 1 st □ 2 nd □ 3 rd □ 4 th □ 5 th				
DEPARTMENT(S)	Public Works				
SUBJECT	Los Angeles General Medical Cente	er Nurse Call System Replacement Project			
PROGRAM	N/A				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No				
SOLE SOURCE CONTRACT	☐ Yes ⊠ No				
	If Yes, please explain why: N/A				
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE					
DEADLINES/ TIME CONSTRAINTS	N/A				
COST & FUNDING	Total cost: Funding source: \$160,000 Pepartment of Health Services operating budget.				
	TERMS (if applicable): N/A				
	Explanation: N/A				
PURPOSE OF REQUEST	Public Works is seeking Board approval to execute consultant services agreements for stipend payments.				
BACKGROUND (include internal/external issues that may exist including any related motions)	On June 28, 2023, two Design-Build proposals were received for this project. However, due to budget constraints the project was placed on hold. Since the proposal met the requirements of the Request for Proposals, the two proposers are eligible for the stipend.				
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how: N/A				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how: No project will result from the recommended actions at this time.				
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov				



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:

July 15, 2025

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

Dear Supervisors:

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
LOS ANGELES GENERAL MEDICAL CENTER
NURSE CALL SYSTEM REPLACEMENT PROJECT
AWARD CONSULTANT SERVICES AGREEMENTS
FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICT 1)
(3-VOTES)

SUBJECT

Public Works is seeking Board approval to award and execute consultant services agreements for the proposed Los Angeles General Medical Center Nurse Call System Replacement Project.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the recommended actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed activities.
- 2. Delegate authority to the Director of Public Works or his designee to execute consultant services agreements for the stipend amount of \$80,000 each with the two proposers that met the eligibility criteria in the Request for Proposals for the proposed Los Angeles General Medical Center Nurse Call Replacement Project, The PENTA Building Group, LLC, and Kemp Bros. Construction, Inc., enabling the

The Honorable Board of Supervisors July 15, 2025 Page 2

County to use all design and construction ideas and concepts included in their proposals.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions will allow Public Works to execute consultant services agreements to pay stipends for the proposed Los Angeles General Nurse Call System Replacement Project Design-Build (D-B) solicitation.

Background

The existing nurse call system at the Los Angeles General Medical Center has reached the end of its useful service life and replacement parts have become difficult to obtain and at times no longer available to make repairs to the system when necessary. The system also requires replacement to become compliant with current code and accreditation requirements of The Joint Commission. To address the aging nurse call system, the Los Angeles General Nurse Call System Replacement Project was envisioned to include the installation of a new nurse call and code blue system, including new infrastructure cabling to all patient beds and nurse stations. The new system would also provide advanced communications, integrated reporting, and allow each nursing station to customize the system in their area to provide the features and functions that will best serve staff and patient needs.

Design-Build Solicitation

The scoping documents were prepared by a Board-approved, on-call architectural/engineering firm. Public Works issued a request for proposals for D-B services to complete the design and construction of the project. Two proposals were received by qualified proposers on June 28, 2023; however, the proposed project was placed on hold after the solicitation process was completed because the proposals exceeded the project funding available. Since the proposers submitted qualifying and responsive proposals, they are eligible to be awarded the stipend amount of \$80,000 each.

The project work scope that was proposed included the use of Hillrom equipment as a sole-sourced nurse call manufacturer for the nurse call replacement system. In an effort to create more favorable market conditions, the project is being reexamined to find cost efficiencies by removing the sole sourcing of the nurse call system equipment and minimizing work space phasing throughout the hospital among other changes, to allow for a more competitive proposal process in a potential future solicitation.

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FISCAL IMPACT/FINANCING

The Department of Health Services (DHS) has already paid \$842,000 for preliminary assessment and scoping document fees. Approval of the recommended actions will allow them to pay the stipend in a combined total amount of \$160,000 through the DHS operating budget. Funding is included in their Fiscal Year 2025-26 Final Budget. There is no net County cost impact associated with the recommended actions.

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 State Public Resources Code and Section 15378 (b) of the State CEQA Guidelines. The proposed actions to award consultant services agreements are administrative activities of government, which will not result in direct or indirect physical change to the environment. Appropriate findings under CEQA will be recommended if a project is proposed in the future.

CONTRACTING PROCESS

The D-B procurement for the proposed project was conducted in accordance with the D-B policy adopted by the Board on June 4, 2016.

On January 31, 2023, Public Works issued a Request for Proposal (RFP) for D-B services. The first phase of the RFP process was the submittal of a Prequalification Questionnaire (Part A) by all interested D-B firms. On March 15, 2023, two were received for evaluation. They were reviewed by an evaluation committee made up of members from Chief Executive Office, DHS, and Public Works. Based on the review and evaluation of the prequalification questionnaires, both firms were determined to be qualified. In accordance with the shortlisting requirements in the RFP, the two firms were shortlisted and invited to submit technical and Cost Proposals (Part B) for the project.

On June 28, 2023, two shortlisted D-B firms submitted technical and cost proposals for evaluation. The technical and cost proposals were evaluated by the evaluation committee members based on technical design and construction expertise, proposed delivery plans, schedule, price, life cycle costs, Community Workforce Agreement Compliance, Local and Targeted Worker Hiring Program, design excellence, and D-B team personnel and organization. Both technical proposals met the intent, program, and base Scope of Work as defined in the final scoping documents, and the evaluations were completed without regard to race, creed, color, or gender. Due to the reasons stated earlier, the D-B solicitation was concluded without a recommendation for award of a D-B agreement.

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Both proposers obtained a score of at least 65 percent of the total available points for the technical proposal of the Part B Proposal, thus are eligible for a stipend. In accordance with the County's D-B policy, PENTA and Kemp Bros., may be provided with an \$80,000 stipend each in exchange for their efforts expended on the proposal and the benefit received by the County from their submittal.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:HA:cg

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