



Board of Supervisors

Community Services Cluster Agenda Review Meeting

DATE: September 17, 2025

TIME: 11:30 a.m. – 12:30 p.m.

MEETING CHAIR: Tiffany Tran, 5th Supervisorial District

CEO MEETING FACILITATOR: Bryan Bell

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

This meeting is **HYBRID**.

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

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

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

Members of the Public may address the Community Services Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S):

- A. Board Letter (Agricultural Commissioner/Weights and Measures) for October 7, 2025 Board Agenda:
APPROVAL OF AGREEMENT #25-0234-000-SA
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR EGG QUALITY CONTROL

Wednesday, September 17, 2025

- B. Board Letter (Agricultural Commissioner/Weights and Measures) for October 7, 2025 Board Agenda:
APPROVAL OF PETROLEUM PRODUCTS AGREEMENT WITH
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR INSPECTING RETAIL MOTOR FUEL STATIONS
- C. Board Letter (Public Works) for October 7, 2025 Board Agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT RESOLUTION NO. 3999 FOR
HIGHWAYS-THROUGH-CITIES FUNDING
ADOPT, ADVERTISE, AND AWARD
PROJECT ID NO. TSM0010465
NORMANDIE AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
92ND STREET TO EL SEGUNDO BOULEVARD
IN THE CITIES OF GARDENA AND LOS ANGELES
AND IN THE UNINCORPORATED COMMUNITY OF ATHENS-WESTMONT
- D. Board Letter (Public Works) for October 7, 2025 Board Agenda:
SERVICE CONTRACTS
ENVIRONMENTAL SERVICES CORE SERVICE AREA
AWARD OF CONTRACTS FOR
ON-CALL EMERGENCY SEWER SYSTEM POINT
REPAIRS AND RECONSTRUCTION AND
ON-CALL EMERGENCY SEWER SYSTEM
REHABILITATION AND SEWER PIPE LINING
- E. Board Letter (Public Works) for October 7, 2025 Board Agenda:
SERVICE CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICE CONTRACTS
MAINTENANCE PROGRAM FOR
NONADVERTISING BUS STOP AMENITIES
SOUTH COUNTY – EAST, SOUTH, AND WEST REGIONS
- F. Board Letter (Public Works) for October 7, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
PASADENA TOURNAMENT OF ROSES
POST-PARADE FLOAT VIEWING PARK-AND-RIDE SHUTTLE SERVICE
FOR FISCAL YEARS 2025-26, 2026-27, 2027-28, AND 2028-29

Wednesday, September 17, 2025

G. Board Letter (Public Works) for October 7, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
REPEAL OF AN ORDINANCE GRANTED
TO VALENCIA HEIGHTS WATER COMPANY
AND RESOLUTION OF INTENTION AND INTRODUCTION OF
AN ORDINANCE TO GRANT A WATER PIPELINE FRANCHISE
TO COVINA VALLEY WATER COMPANY

H. Board Letter (Regional Planning) for October 7, 2025 Board Agenda:
HEARING ON ORDINANCE EXTENDING EATON FIRE DISASTER
INTERIM ORDINANCE NO. 2025-0034U, PROJECT NO. PRJ2025-001033-(5)
ADVANCE PLANNING CASE NO. RPPL2025003574

3. BOARD MOTIONS ITEM(S) for September 30, 2025 Agenda:

SD-3 • Creating a New Park Typology for Urban Natureways in Los Angeles
County

SD-3 • Proclaiming Banned Books Week October 5, 2025 in LA County

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Briefing (Beaches and Harbors)
MARINA DEL REY FOR ALL UPDATE
Speakers: Amy Caves
Tay Alberty
Catrina Love
DJ Johnson

5. PUBLIC COMMENTS (2 minutes each speaker)

6. ADJOURNMENT

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

COMMUNITY_SERVICES@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/17/2025	
BOARD MEETING DATE	10/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Agricultural Commissioner/Weights and Measures (ACWM)	
SUBJECT	Requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform wholesale egg inspection services for the CDFA Egg Safety and Quality Management Program (ESQM).	
PROGRAM	Pest Exclusion/Produce Quality	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Current contract with CDFA ends on June 30, 2025	
COST & FUNDING	Total cost: \$138, 177.52	Funding source: CDFA
	TERMS (if applicable):	
	Explanation: Under this agreement, CDFA will provide funding up to \$138,177.52 for work performed by ACWM for the period July 1, 2025, through June 30, 2026. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department's Fiscal Year 2025-2026 Final Adopted Budget.	
PURPOSE OF REQUEST	We are requesting that the Board of Supervisors: 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement with the CDFA, which reimburses the	

	<p>County up to \$138,177.52 for wholesale egg inspection services for one year, beginning July 1, 2025.</p> <p>2. Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above that amend the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.</p>
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Approval of the recommended actions will enable ACWM to conduct State Compliance and Risk-Based Inspections (CRBI) of eggs at wholesale facilities in Los Angeles County. The purpose of CRBI is to ensure egg quality and safety compliance and to concentrate inspections on egg handlers not achieving a 90% compliance rate or better.</p> <p>Statewide, ESQM seeks to inspect 1% of all cases of eggs available annually. By utilizing a CRBI matrix, the inspection rate will drop to 0.5% (one half percent of eggs available) for companies that consistently achieve quality compliance and an acceptable level of food safety compliance, thus allowing inspectors to concentrate inspection efforts on wholesale facilities that need closer monitoring.</p> <p>Inspections are performed as provided in the Food and Agricultural Code, Division 2, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov</p>



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, CA 91006-5872
<https://acwm.lacounty.gov>



Maximiliano E. Regis
Chief Deputy

October 7, 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:

**APPROVAL OF AGREEMENT #25-0234-000-SA
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR EGG QUALITY CONTROL
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform wholesale egg inspection services for the CDFA Egg Safety and Quality Management Program (ESQM).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement with the CDFA, which reimburses the County up to \$138,177.52 for wholesale egg inspection services for one year, beginning July 1, 2025.
2. Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above that amend the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable ACWM to conduct State Compliance and Risk-Based Inspections (CRBI) of eggs at wholesale facilities in Los Angeles County. The purpose of CRBI is to ensure egg quality and safety compliance and to concentrate inspections on egg handlers not achieving a 90% compliance rate or better.

Statewide, ESQM seeks to inspect 1% of all cases of eggs available annually. By utilizing a CRBI matrix, the inspection rate will drop to 0.5% (one half percent of eggs available) for companies that consistently achieve quality compliance and an acceptable level of food safety compliance, thus allowing inspectors to concentrate inspection efforts on wholesale facilities that need closer monitoring.

Inspections are performed as provided in the Food and Agricultural Code, Division 2, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures.

Implementation of Strategic Plan Goals

The action supports the County Strategic Plan through the following Strategy:

North Star 3: Realize Tomorrow's Government Today – Focus Area Goal (G): Internal Controls and Processes – Strategy (i) Maximize Revenue - by maximizing revenue and Leveraging Resources to increase consumer confidence, the promotion of a fair and equitable marketplace for egg producers and market operators, and greater collaboration among State and County partners.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding up to \$138,177.52 for work performed by ACWM for the period July 1, 2025, through June 30, 2026. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department's Fiscal Year 2025-2026 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The contract applies to the period of July 1, 2025, through June 30, 2026.

ACWM is mandated by Food and Agricultural Code, Division 2, Chapter 2, Sections 2281 & 2282 to administer the egg quality control enforcement program at the local level.

The Honorable Board of Supervisors

10/7/2025

Page 3

Agreement #25-0234-000-SA has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support program services for the entire 2025-2026 Fiscal Year.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:MR:DD

Attachment

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

25-0234-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF LOS ANGELES

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: \$138,177.52

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Legal Name*)

COUNTY OF LOS ANGELES

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Kurt E. Floren, Agricultural Commissioner/Director of Weights and Measures

ADDRESS

12300 LOWER AZUSA ROAD, ARCADIA, CA 91005

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

APPROVED AS TO FORM:
DAWYN R. HARRISON

County Counsel

By



BLAINE D. MCPHILLIPS
Senior Deputy County Counsel

LA

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will provide monthly wholesale and production shell egg inspections at point of origin ny monitoring acceptable compliance and risk based levels.

Project Title: County CRBI Egg Inspection

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Penny Arana	Name:	Kurt Floren
Division/Branch:	AHFSS / MEAT, POULTRY & EGG SAFETY BRANCH	Organization:	COUNTY OF LOS ANGELES
Address:	1220 N Street	Address:	12300 LOWER AZUSA ROAD
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	ARCADIA, CA 91005
Phone:	916-203-1497	Phone:	(626) 575-5451
Email Address:	penny.arana@cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Penny Arana	Name:	Daniel Delgado
Division/Branch:	AHFSS / MEAT, POULTRY & EGG SAFETY BRANCH	Organization:	LA Co. Agricultural Commissioner/ Weights and Measures
Address:	1220 N Street	Address:	11012 South Garfield Aveune
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	South Gate
Phone:	916-203-1497	Phone:	562-622-0421
Email Address:	penny.arana@cdfa.ca.gov	Email Address:	ddelgado@acwm.lacounty.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):

Name:

Organization:

Address:

City/State/Zip:

Phone:

Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, [Department of State Standardized Regulations](#).
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2025 – June 30, 2026

The county agrees to provide wholesale and production Compliance and Risk Based Inspection (CRBI) services for the California Department of Food and Agriculture (CDFA), Egg Safety and Quality Management (ESQM) Program. The inspections shall be performed as provided in the Food and Agricultural Code (FAC), Division 12, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures.

Any financial penalties imposed by the county for violations of the laws shall be retained in the county.

This agreement is effective from July 1, 2025, through June 30, 2026.

Payments will be made for CRBI inspections, which includes all the following: Work completed quarterly –

- 1st Quarter (July 1 to September 30)
- 2nd Quarter (October 1 to December 31)
- 3rd Quarter (January 1 to March 31)
- 4th Quarter (April 1 to June 30)

Forms required for this agreement's payment submissions include:

- Quarterly CRBI reports
- ESQM/County Cost Agreement Form
- Monthly Compiler list of inspections
- Approved County Report 9 (dated 10/27/17), for each month within the quarter
- Forms are available upon request from ESQM

All forms and completed inspections lists are due to the ESQM Supervisors and Contract Lead by the thirtieth day following the end of each quarter (listed above), as appropriate for the functions listed below:

- CRBI Wholesale Inspections
- CRBI Production Inspections
 - Any producer with under 12,000 annual cases or under 3000 birds will fall under retail inspections
 - Any distributor/wholesale under 12,000 annual cases will fall under retail inspections
 - Any distributor with under 12,000 annual cases whose point of sale is directly to the consumer including small producers selling at certified farmer's markets, swap meets, roadside stands, flea markets, and any distributor/wholesale will fall under retail inspections

Late submission of invoices by the county will cause a delay in payments from ESQM.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2025 – June 30, 2026

Compliance and Risk Based Inspection (CRBI) for Shell Eggs:

The County and ESQM will inspect up to 1% of annual cases available (ACA). The ACA is provided by the company for their facilities within each county. Facilities achieving a compliance rate of 90% or better and maintaining Risk Based Violations within an acceptable level during a period of one quarter (3 months), will require the inspection rate to drop to 0.5% (one half percent of annual cases available). Should the compliance rate fall below 90% or Risk Based violations are beyond the acceptable levels, then inspections shall revert to the 1% rate. CRBI will be performed monthly (refer to the county workplan and quarterly CRBI worksheets). Re-inspections can be done at the per inspection rate; if there are no allowances left on the agreement for a re-inspection, please contact your ESQM Supervisor and the program will complete as needed.

Acceptable Levels:

- Category 1 – Refrigeration issues (cold room and transport vehicles)
 - Two infractions allowed (Per three-month period)
- Category 2 – Dirts (fecal), leakers, rots
 - Three infractions allowed (Per three-month period)
- Category 3 – Checks, dirts (non-fecal), blood spots, meat spots, bloody whites, moldy, frozen or cooked
 - Four infractions allowed (Per three-month period)
- Category 4 – Labeling issues, underweights, undergrades
 - Five infractions allowed (Per three-month period)
- No more than seven over all combined risk-based violations allowed. (Per three-month period)

CRBI Purpose:

- Ensure quality and food safety compliance standards

Production Eligibility:

- Producers and/or producer/packers with a flock size of 3,000 or more layers and/or 12,000 egg cases shall participate in CRBI

Wholesale/Distribution Eligibility:

- The baseline for wholesale and distributors shall be a minimum of 12,000 egg cases available per year
- Wholesale and distributors with less than 12,000 egg cases per year shall be inspected during routine retail activities

Enforcement Response:

Initially, enforcement will be focused on an educational response, which includes an explanation on lot failures, etc., to help individuals and industry maintain compliance with laws and regulations. Subsequent violations may continue to the enforcement process.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2025 – June 30, 2026

CRBI for Production and Wholesale Inspections:

- Conduct production and wholesale egg sample inspections monthly, based on CRBI inspection rate, at the reported annual cases available for the fiscal year
- An “Initial Visit” includes: temperatures, labeling, internal inspection (by candling), external visual inspection, and weight tolerances. All inspection categories must be met to be considered an “Initial Visit.” Write clear and legible Egg Inspection Worksheets and Notices of Non-Compliance (NNC) (if applicable)
- Track and report inspections and re-inspections
- If the 90 percent compliance level is reached over a three-month period, the number of quarterly inspections shall be decreased to a rate of 0.5 percent (one-half percent) of annual cases available the following quarter
- CRBI will revert to original levels (one percent of the annual cases available) at the beginning of the following quarter, if required compliance of 90 percent is not maintained

Expected Outcome:

- Identify underperforming facilities in order to monitor improvement and corrective actions
- Allow the county to operate an efficient egg inspection program
- Maintain acceptable compliance and risk-based levels, providing an incentive to facilities to maintain higher food safety standards

The County Shall:

- Bill for up to five Inspector/Biologist(s) (Inspector) to perform CRBI inspections that have the required commodity license to inspect eggs or have met seasonal county inspector requirements
- Assign only Inspectors that have attended the annual training, have passed the certified exam given by ESQM to conduct shell egg inspections and that are full-time employees of the county. A copy of the exam certification or other ESQM certification must be retained by the county
- Request additional training from ESQM as needed. Additional annual training may be provided by an ESQM Supervisor and billed using the inspection worksheets with the number of 100-egg samples completed during training. Mark each worksheet completed during training, with the word “TRAINING” and include the employee’s name and who from ESQM performed the training. This will provide clear identification to ESQM’s Contract Administrators for verification and agreement tracking purposes. Send training inspection sheets with your regular quarterly billing cycle. Ensure the quarterly agreement amount is not exceeded
- Provide monthly CRBI inspections for production and/or wholesale.
- Adhere to biosecurity protocols at CRBI Production facilities. ESQM does not provide car washes, personal protection respirators and/or dust masks for this agreement

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2025 – June 30, 2026

- Have available supply of Personal Protection Equipment (PPE) such as: clean, dedicated rubber boots or disposable plastic shoe covers, a mask, disposable gloves and a hair net for Production and Wholesale inspections. Disposable coveralls should only be used when entering live bird areas
 - For approved PPE reimbursements see Funding Display
- Any eggs held off sale require coordination with an ESQM supervisor for release if in another county
- Submit a release inspection worksheet for lot(s) that fail with a Notice of Non-Compliance (NNC) and Hold Tag and pictures of any evidence and/or documentation
- Reinspection (s) may result from a failed inspection or requested by ESQM. Mileage should be included. Billing instructions will be included on the Fiscal Display page. **Note: Quality Control Inspections requested by companies within your County are not allowed on this agreement**

Types of Non-compliance releases may include:

1. Check releases – Please handle as a quality control release. Official sampling is required
 2. Label releases – Assure labeling correction has been completed. No sampling is required
 3. Underweight releases – Please handle as a quality control release. Official sampling is required
 4. Temperature violation releases - When a facility fails for temperature during a routine inspection, the cooler itself (not the eggs) is held off and must be corrected within 24 hours of violation time. Please call an ESQM Supervisor to discuss possible movement of eggs to another cooling location if no other cooling location is on site
 - A temperature violation is cleared by an inspector returning to take five temperatures and/or assures that eggs have been moved to a cooler that meets temperature requirements. No sampling is required
 5. Border Station Hold releases - Upon direction of the State Supervisor. Assure egg shipment documentation is corrected. Please pull, sign and return hold tag/document to an ESQM Supervisor with an Egg Inspection Worksheet. No sampling is required
- Maintain work records for each Inspector daily, showing work performed, mileage, dozens, cases, and lots under this agreement; together with copies of the quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, the approved County Report 9 (dated 10/27/17) for Production/Wholesale, and completed inspection sheets per inspection and any evidence such as pictures, and or video
 - Provide copies of the CRBI worksheet and Notices of Non-Compliance (NNC) (if applicable) to facility management after each inspection
 - Assign a contact for agreement and billing inquiries and send to ESQM's agreement manager Penny Arana at: penny.arana@cdfa.ca.gov

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2025 – June 30, 2026

- All allowable expenses are located on the Funding Display page of your agreement
- **Submit completed quarterly billing by the thirtieth calendar day after the quarter ends**; mail or email, all the completed forms to the ESQM Supervisor and Staff Services Manager; including completed copies of: quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, the approved County Report 9 (10/27/17), and a copy of the completed inspection worksheets for each inspection
- Ensure inspection **100-egg samples are completed each month** and within the quarter or forfeit any samples remaining. Inspection samples will start over each quarter (100-egg Sample is based on a per facility basis (CRBI), using CCR 1353.6 to formulate each company's 100-egg sample schedule)
- Maintain all records for a period of three years after final payment is received.
- Permit ESQM to inspect books, records, accounts, and other materials relevant to this agreement
- Furnish necessary inspection equipment not otherwise covered by ESQM including additional Personal Protective Equipment, candler, scale, thermometer, transportation, office space, supplies, and administrative support services for carrying out the inspection work under this agreement

Failure to meet the above requirements will result in a County Agricultural Commissioner's compliance meeting and a possible revision of the current agreement as provided in the FAC, Division 12, Part 4, Chapter 1, Article 5, Section 27566.

State Oversight and Expectations, ESQM shall:

- Provide annual training for county shell egg inspectors and provide one-on-one training to those county personnel that do not pass the online exam on the third attempt
- Provide certification of completion to inspectors that have completed the annual training and passed the final exam and one on one comparisons
- Gather the Annual Cases Available worksheet for qualifying CRBI Producer/Wholesale facilities in preparation for calculating CRBI sample rate and agreement for the current fiscal year agreements
- Maintain a working file of all inspection worksheets for each county, completed per quarter, including any reinspection's that were requested by ESQM Supervisors
- Reimburse up to the approved amount on the Funding Display, the appropriate personal protection equipment for facility inspections, per contractual year. This equipment includes: Tyvek coveralls, hairnets, booties and/or boot covers (does not include: nitrile gloves, disinfectants, respirators/dust masks or biosecurity car washes). Please include a detailed copy of your receipt with your quarterly invoice
- Provide training materials, forms, SOP's, manuals - as needed on an on-going basis.
- Conduct annual, comparative 100-egg samples within the county to confirm compliance rates and food safety standards are being recorded correctly
- ESQM shall review all reports provided by the county and provide feedback as to the efficiency of the county program.

County of Los Angeles
Funding and Inspection Display
STATE ENFORCEMENT
2025/2026 Fiscal Year

*PRODUCTION INSPECTION		*WHOLESALE INSPECTION	
**Funding Per 100-egg Samples	\$72.04	**Funding Per 100-egg Samples	\$72.04
Total 100-egg Samples to be Inspected for Fiscal Year 25/26	0	Total 100-egg Samples to be Inspected for Fiscal Year 25/26	1,788
Quarterly 100-egg Samples to be Inspected	0	Quarterly 100-egg Samples to be Inspected	447
¹ Quarterly Funding	\$0.00	¹ Quarterly Funding	\$32,201.88
Maximum Funding for 100-egg Samples	\$0.00	Total Inspection Funding	\$128,807.52
² Allowed mileage for FY 25/26	\$0.00	² Allowed mileage for FY 25/26	\$8,820.00
Total Funding for Production for FY 24/25	\$0.00	Total Funding for Wholesale for FY 24/25	\$137,627.52

³ Allowed administrative costs @ (\$75.00/per quarter)	\$300.00
⁴ Training costs up to (5) employees/ per year @ \$50/per emp.)	\$250.00
⁵ PPE Reimbursement up to \$150.00/per year	\$0.00
TOTAL FUNDING for Fiscal Year 2024/2025	\$138,177.52

¹The county may charge up to the quarterly contract limit of \$32,201.88/per quarter.

²Mileage is based on the prior fiscal year's amount, the amount for this fiscal year is 12,600. Miles were calculated at the federal approved rate for calendar year 2025 at \$0.70. The county may charge up to the approved mileage amount of \$8,820.00 and is able to change the rate when the federal rate changes for each contractual year. Mileage should start and finish at Headquarters, home, or previous inspection, whichever is the shortest distance.

³The county may charge for allowable administrative costs at (\$75.00/per quarter).

⁴Training cost up to five employees (four inspectors and one supervisor) and up to \$50.00 per employees will be reimbursable if the county employees attend workshops instructed by CDFA. The allowable training expenses will be subtracted from the county's "Total Funding" for the Fiscal Year 2025/2026. Prior approval for training from your District Supervisor is required for reimbursements. Invoicing reimbursements for Field Training with CDFA Supervisors, please see the State Egg Quality Enforcement Workplan, under County Shall (page 3).

⁵Approved Personal Protection Equipment (PPE) for Production inspections may be reimbursed up to \$150.00. Approved PPE is listed on the State Egg Quality Enforcement Workplan, under County Shall (page 5). Please include a copy of a detailed receipt with your Quarterly Invoice. Prior approval for the PPE from your District Supervisor is required for reimbursements. The allowable PPE expenses will be subtracted from the county's "Total Funding" for the Fiscal Year 2025/2026.

*Production/Wholesale Inspections will be performed regularly during the quarter to ensure consistent compliance. Consideration will be given to compliance history and food safety violations in determining frequency of inspections at Production/Wholesale sites.

**Re-inspections for Labeling, Temperature and Border Station violations at CRBI Production and Wholesale facilities the County shall be reimbursed at (1) 100 egg sample rate, plus mileage, ONLY. Please provide an Inspection Worksheet stating what work was done and what is being billed.

For Re-inspections for Checks or Underweights at CRBI Production and Wholesale facilities, the County shall be reimbursed per 100-egg sample rate/per lot size according to the full official sampling schedule (as stated in CCR 1353.6). The county is required to keep within the contract's allowable funding and provide monthly CRBI inspections, as stated on page (1) under "Compliance and Risk Based Inspection (CRBI) Shell Eggs and page (3-4) under "The County Shall," of your County's "State Egg Quality Control Workplan," plus mileage. Please provide an Inspection Worksheet stating what work was done and what is being billed. **Please Note: Quality Control Inspections requested by companies within your County are not allowed on this agreement.**

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/17/2025	
BOARD MEETING DATE	10/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Agricultural Commissioner/Weights and Measures (ACWM)	
SUBJECT	Annual renewal of an agreement with the California Department of Food and Agriculture (CDFA) that reimburses the Department of Agricultural Commissioner/Weights and Measures (ACWM) up to \$108,975 for inspections conducted at retail motor fuel stations to ensure compliance with California Business and Professions Code pertaining to advertising signage, petroleum product labeling, and quality standards.	
PROGRAM	Weight and Measures Bureau	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$ No NCC	Funding source: N/A
	TERMS (if applicable):	
	Explanation: Under this agreement, the CDFA will reimburse the County up to \$108,975 for work performed by ACWM for the period of July 1, 2025, through June 30, 2026. The revenue included in this agreement is budget in ACWM's Fiscal Year 2025-2026 budget. There are no net County costs associated with this agreement.	
PURPOSE OF REQUEST	We are requesting that the Board of Supervisors: 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement (25-0023-000-SA) with the CDFA,	

	<p>which reimburses the County up to \$108,975 for the period of July 1, 2025, through June 30, 2026, for inspections conducted at retail gas stations.</p> <p>2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) Approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.</p>
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Approval of the first recommendation will allow the Commissioner/Director to execute an agreement that will allow the ACWM to continue the long-standing contractual and mutually-beneficial relationship with CDFA. Approval of the second recommendation will allow the Commissioner/Director to execute amendments to the agreement's Scope of Work to fit CDFA's needs and ACWM's resources.</p> <p>For the past 30 years, CDFA has contracted with ACWM to enforce California Business and Professions Code, Division 5, Chapters 14, 14.5, and 15, pertaining to retail motor fuel station advertising signage, petroleum product labeling, and quality standards. CDFA wishes to continue reimbursing the Department for these enforcement activities.</p> <p>It is within the scope of the mission of the ACWM to ensure that the residents of the County are protected from deceptive advertising practices that could take place at retail gasoline stations. The ACWM is also directed by law to protect consumers from being sold petroleum products that fail to meet established quality standards. ACWM inspectors issued over 200 notices of violation to retail motor fuel stations during fiscal year 2024-2025 for violations of Chapters 14, 14.5, and 15 of the Business and Professions Code.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, CA 91006-5872
<https://acwm.lacounty.gov>



Maximiliano E. Regis
Chief Deputy

October 7, 2025

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

Dear Supervisors:

APPROVAL OF PETROLEUM PRODUCTS AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR INSPECTING RETAIL MOTOR FUEL STATIONS (ALL DISTRICTS – 3 VOTES)

SUBJECT

Annual renewal of an agreement with the California Department of Food and Agriculture (CDFA) that reimburses the Department of Agricultural Commissioner/Weights and Measures (ACWM) up to \$108,975 for inspections conducted at retail motor fuel stations to ensure compliance with California Business and Professions Code pertaining to advertising signage, petroleum product labeling, and quality standards.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement (25-0023-000-SA) with the CDFA, which reimburses the County up to \$108,975 for the period of July 1, 2025, through June 30, 2026, for inspections conducted at retail gas stations.
2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) Approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the first recommendation will allow the Commissioner/Director to execute an agreement that will allow the ACWM to continue the long-standing contractual and mutually-beneficial relationship with CDFA. Approval of the second recommendation will allow the Commissioner/Director to execute amendments to the agreement's Scope of Work to fit CDFA's needs and ACWM's resources.

For the past 30 years, CDFA has contracted with ACWM to enforce California Business and Professions Code, Division 5, Chapters 14, 14.5, and 15, pertaining to retail motor fuel station advertising signage, petroleum product labeling, and quality standards. CDFA wishes to continue reimbursing the Department for these enforcement activities.

It is within the scope of the mission of the ACWM to ensure that the residents of the County are protected from deceptive advertising practices that could take place at retail gasoline stations. The ACWM is also directed by law to protect consumers from being sold petroleum products that fail to meet established quality standards. ACWM inspectors issued over 200 notices of violation to retail motor fuel stations during fiscal year 2024-2025 for violations of Chapters 14, 14.5, and 15 of the Business and Professions Code.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan goals through the following strategies:

- North Star 2: Foster vibrant and resilient communities. Focus Area Goal C: Public Safety - Strategy i.: Prevention, Protection & Security: Support and invest in innovative practices, crime prevention resources and infrastructure to provide protection and security to consumers, increase consumer confidence, promote a fair and equitable marketplace. County residents benefit when the more than 1900 retail motor fuel stations maintain accurate, readily-visible advertising displays on the street and at the dispensers. They further benefit when various products, including lubricants, antifreeze, and gasoline, are properly identified as to their uses and suitability.

FISCAL IMPACT/FINANCING

Under this agreement, the CDFA will reimburse the County up to \$108,975 for work performed by ACWM for the period of July 1, 2025, through June 30, 2026. The revenue included in this agreement is budgeted in ACWM's Fiscal Year 2025-2026 budget. There are no net County costs associated with this agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms of the Petroleum Products Agreement shall be for the period commencing July 1, 2025, through June 30, 2026.

The agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended agreement will allow ACWM to continue to provide inspections at retail motor fuel stations to ensure compliance with the California Business and Professions Code.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner/
Director of Weights and Measures

KEF:MR:KL:im

Enclosures

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

25-0023-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF LOS ANGELES

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: \$108,975.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

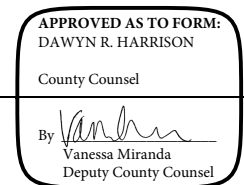
RECIPIENT'S NAME (*Organization's Legal Name*)

COUNTY OF LOS ANGELES

BY (*Authorized Signature*)



DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Kurt E. Floren, Agricultural Commissioner/Director of Weights and Measures

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Inspection of service stations, quick lube and oil change shops, and auto service shops for compliance with the Business and Professions Code (BPC) Division 5.

Project Title: Fuels, Lubricants, and Automotive Products Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rebecca Bland	Name:	Kurt Floren
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	COUNTY OF LOS ANGELES
Address:	6790 Florin Perkins Road, Suite 100	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	Arcadia, CA 91006
Phone:	916-229-3000	Phone:	626-575-5451
Email Address:	rebecca.bland@cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Chris McIntosh	Name:	Khoa Lam
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	Los Angeles County, Department of Agricultural Commissioner/ Weights and Measures
Address:	6790 Florin Perkins Road, Suite 100	Address:	11012 Garfield Avenue
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	South Gate, CA 90280
Phone:	916-229-3000	Phone:	562-622-0403
Email Address:	chris.mcIntosh@cdfa.ca.gov	Email Address:	KLam@acwm.lacounty.gov
		FISCAL CONTACT FOR RECIPIENT (if different from above):	
		Name:	
		Organization:	
		Address:	
		City/State/Zip:	
		Phone:	
		Email Address:	

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, [Department of State Standardized Regulations](#).
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

SCOPE OF WORK

In the best interest of the state, under the authority of the Secretary of the California Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Section 13434, the Division of Measurement Standards (Division) and the county (County) agree to the conditions and requirements within this Scope of Work.

The Division will pay the County \$75.00 for each completed initial inspection of a business establishment selling or distributing petroleum and/or automotive products, provided the inspection is completed to determine compliance with BPC Chapters 14, 14.5 and 15. The total allocation to the County for these inspections shall not exceed this Agreement. For purposes of this Agreement, an initial inspection is the first physical inspection in the fiscal year of a business establishment where the **primary** business is selling fuels, lubricants, and automotive products, e.g., retail service stations, distributors of engine fuels, oils, and quick-lube shops. Inspections at equipment rentals, marinas, and/or aviation fuel locations will not be accepted. No compensation will be paid for duplicated site inspections at the same location anytime during the same fiscal year.

Inspection Requirements:

The County shall complete an initial inspection to verify compliance with the appropriate provisions of the BPC and the California Code of Regulations relating to the advertising and labeling of fuels, lubricants, and automotive products, and for compliance with the provisions of BPC Section 13660. Findings shall be recorded on the Petroleum Products Inspection Report (PIIR) Form # 41-011, supplied by, or approved by, the Division.

Within five (5) working days of conducting an inspection, the County shall submit a completed legible pink colored copy of the PIIR form to the Sacramento office. Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

The assigned number of inspections at brake shops, quick-lube shops, and other retail establishments selling bulk lubricant products or automotive products shall not exceed 10% of the total annual initial inspections authorized. The Division reserves the right to, at its discretion, assign and direct the County to collect designated samples of bulk lubricants or automotive products for the purpose of conducting marketplace surveys and initial inspections at specific stations. The business establishments visited for the purpose of obtaining these designated samples shall be counted as inspections authorized under this Agreement and will be billable up to \$75.00 per location. Prior to being assigned sampling duties, the Division will provide training in the proper sampling and chain of evidence completion procedures. Unless otherwise directed, all samples are to be submitted to the Division's laboratory in Sacramento.

Sample containers will be provided by the Division. Payment for product samples and transportation of the sample to the Division's laboratory shall be the sole responsibility of

the County. The County will use the inspection and sampling procedures outlined in the Division of Measurement Standards' "Petroleum Products Program Manual." Off-sale of samples not meeting product specifications shall be the responsibility of the County, or the Division if requested to do so by the County, and will be processed in accordance with the guidelines established in the Division's "Citation Manual." Current versions of the "Petroleum Products Program Manual" and the "Citation Manual" are available on the DMS County Portal.

Nothing in this Agreement prevents or precludes Division staff from performing routine business establishment inspections within the County. The County will be notified when Division staff is performing these inspections within the County. The Division also reserves the right to re-inspect business establishments that were previously inspected and billed for by the County. These re-inspections are for the purpose of evaluating the work of the County. Enforcement action, if needed, will be taken by Division staff following the "Citation Manual" guidelines.

Per BPC Section 12015, the County agrees that appropriate enforcement action shall be taken upon discovery of violation(s) at the business establishment being inspected. The enforcement actions will be handled in accordance with the guidelines established in the Division's "Citation Manual." If the appropriate enforcement action is more than the issuance of a Notice of Violation (NOV), and if the County is unable or fails to take that action against the violator, the Division shall take the specified enforcement action and payment for the inspection will be withheld.

The original inspection report shall be maintained at the County Office of Weights and Measures for four (4) years and be made available to the CDFA upon request.

All requests for payment under this Agreement shall be made using the Fuels, Lubricants, and Automotive Products Agreement Invoice with the County's official letterhead. The invoice shall be submitted quarterly and include a summary sheet with the following information: the total number of initial inspections conducted; the name and address of the business establishment inspected or sampled; and the amount of money requested. Funds will be disbursed to the County on approval of the invoice submitted quarterly. If no work is carried out, an invoice is not required.

How to submit quarterly invoice:

Electronic submission: cdfa.dms_petroleum@cdfa.ca.gov

or

Mail to: Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828

County Letterhead Here

Fuels, Lubricants, and Automotive Products Program Agreement

INVOICE

To:

California Department of Food & Agriculture
Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828
Attn: Chris McIntosh, Agreement Manager

Agreement # _____

Fiscal Year

FY 2025/26

Quarter _____

Program Code

9999000551

In accordance with the California Business and Professions Code Section 13434, funds have been allocated for CDFA to pay the County of _____ in the sum of \$ _____ for fiscal year 2025/26.

The County has complied with the conditions as required.

Approved: _____
County Representative

Date: _____

Approved: _____
Division of Measurement Standards

Date: _____

Include a summary sheet with the following information: the total number of initial inspections conducted; the name and address of the business establishment inspected or sampled; and the amount of money requested.

Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

Fuels, Lubricants and Automotive Products Program
FY 2025-26

BUDGET

County: Los Angeles

Fuels, Lubricants and Automotive Products Program Enforcement: Program Code - 9999000551

1453 Site Inspections at \$75.00 per Inspection:	\$ 108,975.00
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Total Agreement Amount:	<u><u>\$ 108,975.00</u></u>
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BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/17/2025	
BOARD MEETING DATE	10/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Normandie Avenue Traffic Signal Synchronization Program - 92nd Street to El Segundo Boulevard	
PROGRAM	Countywide Traffic Congestion Management Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board letter.	
DEADLINES/ TIME CONSTRAINTS	There is no urgency.	
COST & FUNDING	Total cost: \$1,283,800	Funding source: Proposition C Discretionary Grant Fund; City Jurisdictional Funding, Highways-Through-Cities Fund; Proposition C Local Return Fund.
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	To obtain Board approval to adopt plans and specifications, advertise, and award and execute a construction contract for the Normandie Avenue Traffic Signal Synchronization Program - 92nd Street to El Segundo Boulevard.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The project is part of the Countywide Traffic Signal Synchronization Program. Traffic signal improvements will be made along Normandie Avenue from 92nd Street to El Segundo Boulevard to improve traffic flow and safety.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. The project would modify, install, and synchronize traffic signals to reduce vehicular stops, fuel consumption, air emissions, and accidents, thereby improving air quality.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, Office (626) 458-4018, Cell (626) 476-9847, sburger@pw.lacounty.gov	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

October 7, 2025

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT RESOLUTION NO. 3999 FOR HIGHWAYS-THROUGH-CITIES FUNDING
ADOPT, ADVERTISE, AND AWARD
PROJECT ID NO. TSM0010465
NORMANDIE AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
92ND STREET TO EL SEGUNDO BOULEVARD
IN THE CITIES OF GARDENA AND LOS ANGELES
AND IN THE UNINCORPORATED COMMUNITY OF ATHENS-WESTMONT
(SUPERVISORIAL DISTRICT 2)
(4-VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt Resolution No. 3999 providing Highways-Through-Cities funds to the Cities of Gardena and Los Angeles; adopt plans and specifications; advertise for construction bids; and award and execute a construction contract for the Normandie Avenue Traffic Signal Synchronization Program – 92nd Street to El Segundo Boulevard project in the Cities of Gardena and Los Angeles and in the unincorporated community of Athens-Westmont.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Adopt Resolution No. 3999 finding that the modification and synchronization of traffic signals in the Cities of Gardena and Los Angeles is of general County interest and that Los Angeles County aid in the form of Highways-Through-Cities funds in the amount of \$197,200 shall be provided to the Cities of Gardena and Los Angeles to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C Discretionary Grant Fund and Proposition C Local Return Fund.
3. Approve the project and adopt the plans and specifications that are on file in Public Works' Project Management Division III for the Normandie Avenue Traffic Signal Synchronization Program – 92nd Street to El Segundo Boulevard project at an estimated construction contract cost between \$525,000 and \$775,000.
4. Instruct the Executive Officer of the Board to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement that are to be received before 11 a.m. on November 4, 2025, in accordance with the Notice Inviting Bids.
5. Find pursuant to California Public Contract Code, Section 3400 (c) (2), that it is necessary to specify the designated items by specific brand name in order to match other products already in use on a particular public improvement either completed or in the course of completion.
6. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
7. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Normandie Avenue Traffic Signal Synchronization Program - 92nd Street to El Segundo Boulevard project to the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$525,000 and \$775,000 or that exceeds the estimated cost range by no more than 15 percent, if additional and appropriate funds have been identified.

8. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (a) extend the date and time for the receipt of bids consistent with the requirements of California Public Contract Code, Section 4104.5; (b) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in California Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (c) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under California Public Contract Code, Section 20395; (d) accept the project upon its final completion; and (e) release retention money withheld consistent with the requirements of California Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the proposed project is exempt from the California Environmental Quality Act (CEQA); approve the project; adopt a resolution that the project is of general County interest and that aid in the form of Highways-Through-Cities (HTC) funds in the amounts of \$1,700 and \$195,500 shall be provided to the Cities of Gardena and Los Angeles, respectively; and allow Public Works to construct the Normandie Avenue Traffic Signal Synchronization Program - 92nd Street to El Segundo Boulevard project in the Cities of Gardena and Los Angeles and in the unincorporated community of Athens-Westmont (see Enclosure A).

The proposed project includes upgrading traffic signal equipment, pedestrian enhancements, and various other intersection safety improvements along the corridor. The project will modify and synchronize the traffic signals on Normandie Avenue between 92nd Street to El Segundo Boulevard, thereby enhancing traffic flow, reducing congestion, and improving safety for the traveling public.

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

Board adoption of Resolution No. 3999 approves the County's contribution of HTC funds in the amount of \$197,200 to finance the Cities of Gardena and Los Angeles' jurisdictional shares of the project cost (see Enclosure B).

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

It is anticipated that the work will start in August 2026 and be completed in March 2027.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by replacing and improving public infrastructure assets that support the quality of life of County residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this proposed project is in the range of \$525,000 and \$775,000 with a maximum construction contract cost to be within 15 percent above this range. The total project cost is estimated to be \$1,283,800 with the County's jurisdictional share being \$1,086,600; the City of Los Angeles' share being \$195,500; and the City of Gardena's share being \$1,700. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, construction engineering, inspection, contract administration, change order contingency, environmental compliance, and other County services.

The proposed project is financed with \$800,000 in grant funds received from the Los Angeles County Metropolitan Transportation Authority Call for Projects, Proposition C Discretionary Grant Fund for the South Bay Forum Traffic Signal Corridors Project, and \$483,800 from the County Proposition C Local Return Fund.

The Board has established a \$2,500,000 top-of-pot annual allocation from the Proposition C Local Return Fund Budget from the Countywide Traffic Congestion Management Program. The remaining \$483,800 will be funded from this top-of-pot allocation, of which \$75,800 will be used for the Cities of Los Angeles' and Gardena's shares in HTC funds and \$408,000 for the County's share of Proposition C Local Return Fund.

Funding for this proposed project is available in the Proposition C Local Return Fund (CN9–Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2025-26 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

A list of specific brand names and qualified purposes in accordance with the California Public Contract Code, Section 3400, is provided in Enclosure C.

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

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

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

ENVIRONMENTAL DOCUMENTATION

The proposed traffic signal synchronization project is exempt from CEQA. The project to improve traffic signal operations, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 (b) and (c) of the CEQA Guidelines and Class 1 (e) and (x), Subsections 4, 7, 14, and 22 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual

circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

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

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

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

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

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

The Honorable Board of Supervisors
October 7, 2025
Page 7

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:KF:ma

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors
Internal Services (Countywide Contract Compliance)

**NORMANDIE AVENUE TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
92ND STREET TO EL SEGUNDO BOULEVARD
PROJECT ID NO. TSM0010465**



**RESOLUTION NO. 3999 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES TO EXTEND COUNTY AID TO THE CITIES OF GARDENA AND
LOS ANGELES FOR THE DESIGN AND CONSTRUCTION OF TRAFFIC SIGNAL
SYNCHRONIZATION IMPROVEMENTS**

WHEREAS, the Cities of GARDENA AND LOS ANGELES hereinafter referred to as CITIES and the COUNTY OF LOS ANGELES, hereinafter referred to as COUNTY, desire to modify and synchronize the traffic signals along Normandie Avenue TSSP – 92nd Street to El Segundo Boulevard, which work is hereinafter referred to as TSSP; and

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

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

WHEREAS, the CITIES' shares of the total cost of TSSP is currently estimated to be One Hundred Ninety-Seven Thousand Two Hundred and 00/100 Dollars (\$197,200.00); and

WHEREAS, the CITIES shares of the TSSP cost will be financed with One Hundred Twenty-One Thousand Four Hundred and 00/100 Dollars (\$121,400.00) in Los Angeles County Metropolitan Transportation Authority (METRO) 2013 Call for Projects grant funds administered by the COUNTY for the South Bay Forum Traffic Signal Corridors Project and Seventy-Five Thousand Eight Hundred and 00/100 Dollars (\$75,800.00) in local matching funds; and

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

WHEREAS, the local share of the cost of TSSP will be funded from this top-of-pot allocation; and

WHEREAS, TSSP is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding Number P00F7310 between COUNTY and METRO; and

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

October 7, 2025

NOW, THEREFORE, it is hereby resolved as follows:

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

SECTION 2. Subject to the terms and conditions set forth herein, COUNTY consents, pursuant to the provisions of Streets and Highways Code Sections 1680-1683, to extend aid to CITIES in the amount of One Hundred Ninety-Seven Thousand Two Hundred and 00/100 Dollars (\$197,200.00) for TSSP from the Proposition C Discretionary Grant funds and Proposition C Local Return funds, to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax.

SECTION 3. The financial obligations of the COUNTY are expressly conditioned upon obtaining reimbursement from METRO pursuant to Memorandum of Understanding Number P00F7310 between COUNTY and METRO.

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

[illegible]

ENCLOSURE B
October 7, 2025

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

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 Katherine Hardy
Deputy

**PROJECT NAME: NORMANDIE AVENUE TRAFFIC SIGNAL SYNCHRONIZATION
PROGRAM - 92ND STREET TO EL SEGUNDO BOULEVARD**

PROJECT ID NO.: TSM0010465

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

Item/Category	Manufacturer	Model	Public Contract Code 3400 Justification*	Detailed Justification
Traffic Signal Controller Software	Fourth Dimension Traffic	D4 Firmware (Version 1.6.4)	(C) (2)	D4 Firmware for the 2070 Advanced Traffic Controller is necessary to maintain compatibility with the current traffic control system used in Public Works' Traffic Management Center.

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/17/2025	
BOARD MEETING DATE	10/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Award service contracts for On-Call Emergency Sewer System Point Repairs and Reconstruction and On-Call Emergency Sewer System Rehabilitation and Sewer Pipe Lining	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$35,000,000 for all contracts	Funding source: Funding for these services are included in the Consolidated Sewer Maintenance District – Accumulative Capital Outlay Fund (J14) and the Marina Sewer Maintenance District Fund (GC6) Fiscal Year 2025-26 Budgets. When the need arises for services under these contracts, funding for the required services will be allocated from the appropriate Public Works fund source. Total expenditures for these services will not exceed the maximum potential aggregate program sum approved by the Board. Services may be ordered for, and subsequently funded by, various Public Works administered funds. Funds to finance the first year of the contract are included in the recommended Fiscal Year 2025-26 budget for the Consolidated Sewer Maintenance District, Accumulative Capital Outlay Fund, and the Marina del Rey Maintenance District Fund. Funds for the second and third years of the contract and the two additional 1-year terms will be requested through the annual budget process.
	TERMS (if applicable): Each contract is for an initial 3-year term with two 1-year extension options for a maximum contract term of 5 years.	
	Explanation: The total cost will be a not-to-exceed aggregate program amount of \$35 million for all agreements plus up to an additional 25 percent of the not-to-exceed aggregate program amount of \$35 million for a maximum potential total aggregate program sum of \$43.75 million.	

PURPOSE OF REQUEST	Public Works is seeking Board approval to award and delegate authority to the Director of Public Works to execute eight contracts for on call emergency sewer system point repairs and reconstruction and two contracts for on-call emergency sewer system rehabilitation and sewer pipe lining in response to emergencies arising from sewer system failures throughout the County of Los Angeles.
BACKGROUND (include internal/external issues that may exist including any related motions)	The purpose of the recommended actions is to provide repair crews, appropriate equipment, and materials to repair sewer system facilities when Public Works crews are unable to respond to an urgent situation or lack the equipment and/or expertise necessary to safely accomplish the work. Utilizing multiple contractors will enable Public Works to respond in a timely manner to urgent repairs that may be needed throughout its facilities.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works notified over 34,000 subscribers on our "Do Business with Public Works" website using our weekly GovDelivery notification. A notice was posted for this solicitation on the County's "Do Business with Public Works" website, and notified 1,703 Local Small Business Enterprises, 185 Disabled Veteran Business Enterprises, 156 Social Enterprises, 1,136 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. Department of Economic Opportunity focused outreach based on the commodity code of the services being solicited with 55 vendors. No community concerns are anticipated.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state which one(s) and explain how: Board Priority #7: Sustainability (adopted in 2019). Providing resources for maintaining sanitary sewers achieves a reduction of spills, thereby ensuring that the public does not come into contact with wastewater. Therefore, this action creates healthier, more livable, economically stronger, more equitable, and more resilient communities.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Cid Tesoro, Deputy Director, (626) 458-4016, ctesoro@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

October 7, 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 CONTRACTS
ENVIRONMENTAL SERVICES CORE SERVICE AREA
AWARD OF CONTRACTS FOR ON-CALL EMERGENCY SEWER SYSTEM POINT
REPAIRS AND RECONSTRUCTION AND ON-CALL EMERGENCY SEWER SYSTEM
REHABILITATION AND SEWER PIPE LINING
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to award and delegate authority to the Director of Public Works to execute eight contracts for on-call emergency sewer system point repairs and reconstruction and two contracts for on-call emergency sewer system rehabilitation and sewer pipe lining in response to emergencies arising from sewer system failures throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract award and related recommended actions are not a project under 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 eight contracts with each of the following two small-sized firms:

Ramona, Inc. and GRBCON, Inc.; four medium-sized firms: Clarke Contracting Corporation; Mike Prlich and Sons, Inc.; Williams Pipeline Contractors; and Mike Bubalo Construction Co., Inc.; and two large-sized firms: W.A. Rasic Construction Co.; Inc., and Lucas Builders, Inc. to provide on-call emergency sewer system point repairs and reconstruction in response to emergencies arising from sewer system failures throughout the County of Los Angeles.

3. Award and authorize the Director of Public Works or his designee to execute two contracts with the following one medium-sized firm: KEC Engineering; and one large-sized firm: Vortex Services, LLC., dba Sancon Technologies to provide on-call emergency sewer system rehabilitation and sewer pipe lining in response to emergencies arising from sewer system failures throughout the County of Los Angeles.
4. Approve the total not-to-exceed aggregate program amount of \$35 million across all contracts plus up to an additional 25 percent of the not-to-exceed aggregate program amount of \$35 million for a maximum potential total aggregate program sum of \$43.75 million.
5. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract expiration date as necessary to complete those additional services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given project, and (3) are necessary for the completion of that given project.
6. Approve the term of each contract to commence on the date of the full execution of the contract and for an initial period of 3 years, with two additional 1-year options, from such commencement date. The expiration of the contract is subject to the following condition: where services for a given project have been authorized by the County but not completed by the contractor prior to the expiration date, which will be automatically extended solely to allow for the completion of such services.
7. Delegate authority to the Director of Public Works or his designee to administer the contracts and, at the discretion of the Director of Public Works or his designee, exercise the options to extend any or all contracts for two 1-year extension options based upon project demands and the level of satisfaction with the services provided with no change to the contract

amounts, and to suspend/terminate these contracts for convenience, if it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award contracts to provide repair crews, appropriate equipment, and materials to repair sewer system facilities when Public Works crews are unable to respond to an urgent situation or lack the equipment and/or expertise necessary to safely accomplish the work. Utilizing multiple contractors will enable Public Works to respond in a timely manner to urgent repairs that may be needed throughout its facilities.

The work to be performed by the on-call emergency sewer system point repairs and reconstruction contractors will consist of sewer pipeline, sewer manhole, and sewer pump station repair and reconstruction. Additional services include, but are not limited to, manhole adjustment, replacement of manhole covers and frames, flow measurements, monitoring and remediation of odor and gas issues, procurement and/or rental equipment, procurement of pump and motor parts, labor, and supplies as deemed necessary for the maintenance and operation of sewer facilities.

The work to be performed by the on-call emergency sewer system rehabilitation and sewer pipelining contractors will consist of sewer pipeline cleaning, lining, and manhole rehabilitation. Additional services available under the contracts include, but are not limited to, cleaning of sewers; utilizing hydro and mechanical equipment for the removal of roots; grease and attached deposits; chemical root foaming; vermin control; closed-circuit television inspection of pipelines utilizing industry standards; conducting forensic evaluations of overflows; locate and adjust manholes; and procurement and/or rental of equipment, labor, and supplies as deemed necessary for response to the urgent situation.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by hiring contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The contracts will be for a not-to-exceed aggregate program amount of \$35 million plus 25 percent for additional work within the scope of the contract. The maximum potential total aggregate program sum will be \$43.75 million. This amount is based on the hourly rates quoted by the contractors and Public Works' estimated annual utilization of the contractor's services. The 3-year term of each agreement shall commence upon the date of the full execution of that agreement.

Funds will be encumbered in various Public Works funds at the time a consultant is directed to provide services. Total expenditures will not exceed the program amount approved by the Board. Sufficient funding for the first year, estimated at \$5 million, is available in various Public Works Funds Fiscal Year 2025-26 Budgets. The primary funds are the Consolidated Sewer Maintenance District Funds (GA9 and J14 – Services and Supplies) and the Marina Sewer Maintenance District Fund (GC6 – Services and Supplies). Funds to finance the future years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

The proposed contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color. The enclosed spreadsheet reflects the contractors' minority participation and Community Business Enterprise participation data.

The on-call emergency sewer system repairs and maintenance services are comprised of contractors capable of responding 7-days-a-week, 24-hours-a-day, to emergencies arising from sewer system failures. These contractors can provide labor and equipment to repair sewer system facilities when Public Works crews are unable to respond to an urgent situation or lack the equipment and/or expertise necessary to safely accomplish the work.

The recommended contracts were solicited on an open-competitive basis and are in accordance with the applicable Federal, State, and County requirements. The contractors are in compliance with the Chief Executive Officer and Board's requirements.

Any emergency construction work shall comply with Section 22050 of the Public Contracts Code as applicable.

ENVIRONMENTAL DOCUMENTATION

The award of the contracts and related recommended activity are not a project under Section 21065 of the California Public Resources Code and is activity that is excluded from the definition of a project by Section 15378(b) of the California Environmental Quality Act (CEQA) since it consists of administrative activity of government that will not result in direct or indirect physical changes in the environment. No specific projects are identified in the contracts. Prior to approving Notice to Proceeds for work to be performed under the agreements as the need for specific activities under the agreements are identified in the future, the Director of Public Works or his designee will determine whether the work is exempt from CEQA, and Public Works will only proceed with such work if it is determined that the exemption applies. To the extent other findings are necessary under CEQA, Public Works will return to the Board for approval of the work along with appropriate CEQA findings.

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

CONTRACTING PROCESS

On April 10, 2025, Public Works issued two Requests for Proposals (RFP) for (1) the on-call emergency sewer system point repairs and reconstruction contracts and (2) the on-call emergency sewer system rehabilitation and sewer pipe lining contracts. The two RFPs were advertised on the County's "Doing Business with Los Angeles County" and Public Works' "Do Business with Public Works" websites, X (formerly Twitter), and in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *San Gabriel Valley Tribune*, *Pasadena Star News*, *Long Beach Press Telegram*, *Santa Monica Daily Press*, *Daily Breeze*, *The Signal*, and *World Journal*. Also, Public Works informed 1,703 Local Small Business Enterprises, 156 Social Enterprises, 185 Disabled Veteran Business Enterprises, 1,136 Community Business Enterprises, and 1,385 Community-Based Organizations about this business opportunity. The Department of Economic Opportunity informed 55 clients with the North American Industry Classification System code. Public Works advertised this RFP in a weekly e-mail newsletter with over 32,000 subscribers.

The RFPs allowed firms to compete as primes in one of three categories: small-, medium-, or large-sized firms. Each firm was requested to certify its own size based on number of personnel for competition with other firms in the same size category. The on-call emergency sewer system point repairs and reconstruction RFP stated that a total of eight firms would be awarded contracts as follows: four small-sized firms (with 25 or fewer personnel), two medium-sized firms (with 26 to 75 personnel), and two large-sized firms (with over 75 personnel). The on-call emergency sewer system rehabilitation and sewer pipe lining RFP stated that a total of four firms would be awarded contracts as follows: two small-sized firms (with 25 or fewer personnel), one medium-sized firm (with 26 to 75 personnel), and one large-sized firm (with over 75 personnel).

On May 12, 2025, a total of 11 proposals were received for the on-call emergency sewer system point repairs and reconstruction contract and all 11 firms passed the pass/fail requirements. A total of two proposals were received for the on-call emergency sewer system rehabilitation and sewer pipe lining contract and both firms passed the pass/fail requirements.

An evaluation committee composed of staff from Public Works evaluated the proposals based on criteria described in the RFP, including technical expertise, price, proposed workplan, experience, personnel qualifications, and understanding of the work requirements. The evaluations were completed without regard to race, creed, color, or gender and in accordance with the Board-approved informed averaging methodology. Historically, there has been a much greater need for sewer pipeline, sewer manhole, and sewer pump station repair and reconstruction than for sewer pipeline cleaning, lining, and manhole rehabilitation. Therefore, to ensure a high level of responsiveness and sufficient contracting capacity, the RFP was structured to award the on-call emergency sewer system point repairs and reconstruction contracts to eight firms and the on-call emergency sewer system rehabilitation and sewer pipe lining contracts to four firms. However, only two submitted proposals for the on-call emergency sewer system rehabilitation and sewer pipe lining RFP. One firm is a medium-sized firm and the other is a large-sized firm and, in the judgement of Public Works, these two contractors are sufficient to perform the on-call emergency sewer rehabilitation and sewer pipe lining work, therefore, no rebidding is necessary.

The eight firms below were selected for the on-call emergency sewer system point repairs and reconstruction contracts. Only two small-size firms submitted proposals, so the number of medium-sized firms was increased to four.

Small-Size Firms:	Ramona, Inc. and GRBCON, Inc.
Medium-Size Firms:	Clarke Contracting Corporation, Mike Prlich and Sons, Inc., Williams Pipeline Contractors, and Mike Bubalo Construction Co., Inc.
Large-Size Firms:	W.A. Rasic Construction Co., Inc., and Lucas Builders, Inc.

The two firms below were selected for the on-call emergency sewer system rehabilitation and sewer pipe lining contracts:

Small-Size Firms:	N/A
Medium-Size Firms:	KEC Engineering
Large-Size Firms:	Vortex Services, LLC. dba Sancon Technologies

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

The agreements include a Cost-of-Living Adjustment provision in accordance with the Board Policy No. 5.070 – Multi-Year Services Contract Cost-of-Living Adjustments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

The Honorable Board of Supervisors
October 7, 2025
Page 8

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:AN:nv

Enclosure

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL EMERGENCY SEWER SYSTEM POINT REPAIRS AND RECONSTRUCTION (BRC0000586)**

SELECTED FIRM

	Proposer Name (Prime with subconsultants* listed below) *only subconsultants with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
	Small-Sized Business Category								
1	GRBCON, Inc.	X							
2	Ramona, Inc.								
	LAC Motor Enterprises, Inc.		X	X	X				
	Pipe Tec Inc.								
	Good Ol' Boys Inc.								
	Medium-Sized Business Category								
1	Clarke Contracting Corporation	X							
	LNA Concrete Structures, Inc.			X			X		
	Pre-Con Products			X					
	R&D Steel, Inc.	X	X						
	Lindy's Cold Planning	X			X	X			
2	Mike Prlich & Sons, Inc.	X							
	Pipe-Tec, Inc.	X							
	LNA Concrete Structures, Inc.		X	X					
3	Williams Pipeline Contractors, Inc.								
	Jesus Esqueda Trucking, Inc.					X			
	Western Materials, Inc.					X			
4	Mike Bubalo Construction Co., Inc.								
	Large-Sized Business Category Proposer Name								
1	W.A Rasic Construction Company, Inc.								
	Tom Garbavac & Sons, Inc.				X				
	Strive Concrete Cutting, Inc.			X					
	Koppl Pipeline Services, Inc.				X				
	Westera Paving Contractors			X					
	Mission Paving and Scaling			X					
	SoCal Sanitation, LLC.			X					
2	Lucas Builders, Inc.	X							

NON-SELECTED FIRMS

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL EMERGENCY SEWER SYSTEM POINT REPAIRS AND RECONSTRUCTION (BRC0000586)**

1	Maden Buntich Construction Co., Inc.							
2	KEC Engineering							
	Large-Sized Business Category Proposer Name							
1	Valverde Construction, Inc.					X		

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL EMERGENCY SEWER SYSTEM POINT REPAIRS AND RECONSTRUCTION (BRC0000586)**

FIRM INFORMATION*		GRBCON, Inc.	Ramona, Inc.	Clarke Contracting Corporation	Mike Pritch & Sons, Inc.	Williams Pipeline Contractors, Inc.	Mike Bubalo Construction Co., Inc.	W.A. Rasic Construction Company, Inc.	Lucas Builders, Inc.
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP					NUMBER/% OF OWNERSHIP		
OWNERS/PARTNERS	Black/African American								
	Hispanic/Latino		13 / 68.44%			2 / 75%			
	Asian or Pacific Islander		1 / 5.26%						1 / 33.33%
	Native Americans								
	Subcontinent Asian								1 / 67.67%
	White	2 / 100%	5 / 26.32%	2 / 100%	1 / 100%	1 / 25%	3 / 100%	3 / 100%	
	Female (included above)	0	4	0	0	0	1	0	1
COUNTY CERTIFICATION									
CBE		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
LSBE		Y	N	Y	Y	Y	N	N	
OTHER CERTIFYING AGENCY		N/A	N/A	N/A	N/A	N/A		N/A	N/A

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL EMERGENCY SEWER SYSTEM REHABILITATION AND SEWER PIPE LINING (BRC0000587)**

SELECTED FIRM

	Proposer Name (Prime with subconsultants* listed below) *only subconsultants with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
	Small-Sized Business Category								
	N/A								
	Medium-Sized Business Category								
1	KEC Engineering								
	Hardy & Harper								
	Performance Pipeline Technologies								
	Large-Sized Business Category Proposer Name								
1	Vortex Services, LLC. DBA Sancon Technologies								

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-
	Small-Sized Business Category								
	N/A								
	Medium-Sized Business Category								
	N/A								
	Large-Sized Business Category Proposer Name								
	N/A								

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL EMERGENCY SEWER SYSTEM REHABILITATION AND SEWER PIPE LINING (BRC0000587)**

FIRM INFORMATION*		KEC Engineering	Vortex Services, LLC., DBA Sancon Technologies						
BUSINESS STRUCTURE		Corporation	Corporation						
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP							
OWNERS/PARTNERS	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								
	Native Americans								
	Subcontinent Asian								
	White	6 / 100%	1 / 100%						
	Female (included above)	0							
COUNTY CERTIFICATION									
CBE	N/A	N/A							
LSBE	N	N							
OTHER 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, gender, or color.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/17/2025	
BOARD MEETING DATE	10/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Award of Service Contracts for Maintenance Program for Nonadvertising Bus Stop Amenities – South County – East, South, and West Regions	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The current contract has been extended for a maximum of 6 months with a final expiration date of October 27, 2025; however, it will expire upon the award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractor, which is the current contractor providing these services.	
COST & FUNDING	Total cost: \$5,036,569 – East Region \$4,010,537 – South and West Regions	Funding source: Funding for these services is included in Proposition A Local Return Transit Program in the Transit Operations Fund (CP6, Services and Supplies) Fiscal Year 2025-26 Budget. Total expenditure for these services will not exceed the contract amounts and terms approved by the Board. Funds to finance the contracts' optional years, annual funding for the maintenance of new shelters installed under the County Heat Action Plan, and 10 percent additional funding for contingencies will be requested through the annual budget process.

	<p>TERMS (if applicable): These contracts will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.</p> <p>Explanation: N/A</p>
PURPOSE OF REQUEST	Public Works is seeking Board approval to award two Proposition A service contracts to ShelterClean Services, Inc., to provide a maintenance program for nonadvertising bus stop amenities within South Los Angeles County.
BACKGROUND (include internal/external issues that may exist including any related motions)	The work to be performed will consist of routine cleaning and emptying of trash receptacles; emergency cleaning; and repair and maintenance of bus stop shelters and appurtenances, bus benches, trash receptacles, and solar light poles located at designated transit stops.
EQUITY INDEX OR LENS WAS UTILIZED	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how:</p> <p>Public Works notified over 34,000 subscribers using weekly GovDelivery notification and on our "Do Business with Public Works" website. In addition, advertisements were placed in regional and small newspapers in each supervisorial district. Also, Public Works informed 1,737 Local Small Business Enterprises, 161 Social Enterprises, 188 Disabled Veteran Business Enterprises, 1,234 Community Business Enterprises, and 1,385 Community-Based Organizations. Additionally, the Department of Economic Opportunity conducted a focused outreach and informed 12 related businesses about this business opportunity.</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>Board Priority No. 7, Sustainability by upkeeping bus stop amenities in a clean, safe, and functional condition, which will encourage the usage of public transportation, as well as reducing traffic congestion and air pollution. This effort aligns with the Board's focuses on working toward the vision of creating a healthier, more livable, economically stronger, more equitable, and more resilient County.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov</p>



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

October 7, 2025

IN REPLY PLEASE
REFER TO FILE: **TPP-5**

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

Dear Supervisors:

**SERVICE CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICE CONTRACTS
MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES
SOUTH COUNTY – EAST, SOUTH, AND WEST REGIONS
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to award two Proposition A service contracts to ShelterClean Services, Inc., for the maintenance program for nonadvertising bus stop amenities in the South County area.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair to execute two contracts to ShelterClean Services, Inc., for nonadvertising bus stop amenities in South Los Angeles County. 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 66 months and a maximum potential contract sum of \$5,036,569 for the East Region and \$4,411,591 for the South and West Regions.

4. Delegate authority to the Director of Public Works or his designee to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, ShelterClean Services, Inc., has successfully performed during the previous contracts' 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.
5. Delegate authority to the Director of Public Works or his designee to annually increase the contracts' amounts up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contracts' sum for unforeseen additional work within the scope of the contracts if required in accordance with County policy and the terms of the contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award two contracts to provide a maintenance program for nonadvertising bus stop amenities within the South County area. Nonadvertising bus stop amenities are County-owned bus stop amenities that only display public service announcements. The work to be performed will consist of routine cleaning and emptying of trash receptacles; emergency cleaning; and repair and maintenance of bus stop shelters and appurtenances, bus benches, trash receptacles, and solar light poles located at designated transit stops.

Transit users and other constituents in the South County communities will benefit from these services which maintain clean, safe, and operational bus shelters.

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 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 contract's amounts are based on Public Works' estimated annual utilization of the contractor's service at the unit rates quoted by the contractor. The terms and sums for each term of the maximum contract periods for each respective contract are listed in the Award Schedule (Enclosure A) with maximum potential contracts' sums of \$5,036,569 for the East Region and \$4,411,591 for the South and West Regions for the entire contracts period of 66 months, including annual amounts for the maintenance of additional new shelters to be installed during the life of the contract under the County Heat Action Plan (HAP) allocated in proportion to the anticipated number of new shelters constructed and operational each year, and 10 percent of the annual contract sum for unforeseen work within the scope of these contracts. Under County HAP, a Countywide initiative to address escalating risks of extreme heat, bus stop shelter improvements and shading solutions were priorities identified to reduce discomfort caused by extreme heat and more frequent an intense climate risks for pedestrians, cyclists, and transit users. 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 66 months.

Funding for these services is included in the Proposition A Local Return Transit Program in the Transit Operations Fund (CP6 – Services and Supplies) Fiscal Year 2025-26 Budget. Total expenditures for these services will not exceed the contract amounts and terms approved by the Board. Funding for the contracts' option years, annual maintenance of additional new shelters installed under the County HAP, and a 10 percent contingency will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved as to form the recommended contracts which have been executed by ShelterClean Services, Inc., (Enclosure B.1 – B.2). The recommended contracts' agreements were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

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

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. In addition, the contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the California Labor Code relating to payment of prevailing wages.

The current contract has been extended for a maximum of 6 months with a final expiration date of October 27, 2025; however, it will expire upon the award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractor.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On February 11, 2025, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, X (formerly Twitter), and advertisements were placed in the *Los Angeles Daily Journal*, *La Opinion*, *Los Angeles Sentinel*, *The Daily Breeze*, *The Signal*, *San Gabriel Valley Tribune*, *Daily Commerce*, *Malibu Times*, *Pasadena Star*

News, and *Antelope Valley Press*. Also, Public Works informed 1,737 Local Small Business Enterprises, 161 Social Enterprises, 188 Disabled Veteran Business Enterprises, 1,234 Community Business Enterprises, and 1,385 Community-Based Organizations. Additionally, the Department of Economic Opportunity conducted a focused outreach and informed 12 related businesses about this business opportunity. Four businesses registered to receive notifications regarding the RFP via the "Do Business with Public Works" website. An optional virtual proposer's conference was held on February 20, 2025, with two prospective businesses in attendance.

On March 18, 2025, one proposal was received for each region. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, and demonstrated controls over labor/payroll record keeping, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, ShelterClean Services, Inc. Public Works believes the contractor's price to be reasonable for the work requested. Public Works notified the applicable union (SEIU Local 721) of this solicitation.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

The Honorable Board of Supervisors
October 7, 2025
Page 6

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:sc

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors
Internal Services (Contracts Division)

ENCLOSURE

October 7, 2025

**SERVICE CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICE CONTRACTS
MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES
SOUTH COUNTY – EAST, SOUTH, AND WEST REGIONS
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)**

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

[South County Bus Stops \(Enclosures-FTP Link\)](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/17/2025	
BOARD MEETING DATE	10/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Pasadena Tournament of Roses Post-Parade Float Viewing Park-and-Ride Shuttle Service for Fiscal Years 2025-26, 2026-27, 2027-28, and 2028-29	
PROGRAM	Transportation	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$200,000	Funding source: Transit Operations Fund (CP6 – Services and Supplies) Fiscal Year (FY) 2025-26 Budget
	TERMS (if applicable):	
	Explanation: The estimated total cost to provide this service for FYs 2025-26, 2026-27, 2027-28, and 2028-29 is \$200,000. The annual budget will be \$50,000. The cost will be allocated in the Fifth Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund.	
PURPOSE OF REQUEST	Public Works is seeking Board approval to continue the County's contribution toward the Pasadena Tournament of Roses Post-Parade Float Viewing Park-and-Ride Shuttle Service for FYs 2025-26, 2026-27, 2027-28, and 2028-29.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The Board has approved funding toward the cost of this park-and-ride shuttle service for the post-parade float viewing since its inception in January 2000.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7, Sustainability by reducing the need for single occupancy and privately owned vehicles, which promotes health, clean air, and lessens the impact of cars on the environment.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, <u>sburger@pw.lacounty.gov</u>



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

October 7, 2025

IN REPLY PLEASE

REFER TO FILE: **TPP-1**

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
PASADENA TOURNAMENT OF ROSES
POST-PARADE FLOAT VIEWING PARK-AND-RIDE SHUTTLE SERVICE
FOR FISCAL YEARS 2025-26, 2026-27, 2027-28, AND 2028-29
(SUPERVISORIAL DISTRICT 5)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to continue the Los Angeles County's contribution toward the Pasadena Tournament of Roses Post-Parade Float Viewing Park-and-Ride Shuttle Service for Fiscal Years 2025-26, 2026-27, 2027-28, and 2028-29.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the payment of \$50,000 each year during Fiscal Years 2025-26, 2026-27, 2027-28, and 2028-29 to the Pasadena Tournament of Roses Association to offset the costs of shuttling the public between the park-and-ride lots and the post-parade float viewing venue for the 2026, 2027, 2028, and 2029 events.
3. Authorize the Director of Public Works or his designee to execute an agreement with the Pasadena Tournament of Roses Association to disburse

a maximum of \$50,000 each year to the Pasadena Tournament of Roses Association to partially offset the cost of transportation service for the post-parade float viewing shuttle service for the 2026, 2027, 2028, and 2029 events.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to allow Public Works to continue to defray a portion of the Pasadena Tournament of Roses Association cost of transporting the public between the park-and-ride lots and the post-parade float viewing area for Fiscal Years (FY) 2025-26, 2026-27, 2027-28, and 2028-29. This service encourages the use of public transportation and will help reduce traffic congestion. Visitors using the service will benefit from a convenient and efficient way to access the post-parade float viewing area.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by supporting multimodal transportation investments that improves safety and mobility, reduces traffic congestion, and reduces greenhouse gas emissions.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The cost of the program is \$200,000 with \$50,000 each for the 2026, 2027, 2028, and 2029 events.

Funding for the 2026 event in the amount of \$50,000 is included in the Fifth Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund (CP6 – Services and Supplies) FY 2025-26 Budget. Funding for FYs 2026-27, 2027-28, and 2028-29 will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County has been contributing toward the cost of the park-and-ride shuttle service for the post-parade float viewing since its inception in January 2000. This shuttle service has been a success as it provides transportation services for the general public and reduces traffic congestion during the post-parade float viewing hours.

The Pasadena Tournament of Roses Association will be responsible to contract for the required transit service and for following all funding source requirements as indicated in the Metro Proposition A Local Return Guidelines.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from the California Environmental Quality Act. The institution or increase of passenger services on highway rights-of-way already in use is exempt from the California Environmental Quality Act pursuant to Section 21080 (b)(10) of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These actions provide for the continuation of the contribution toward the current service.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MER:pr

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/17/2025	
BOARD MEETING DATE	10/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Repeal an Ordinance Granted to Valencia Heights Water Company and Grant a Water Pipeline Franchise to Covina Valley Water Company	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Covina Valley Water Company is operating its pipelines without a franchise.	
COST & FUNDING	Total cost: \$10,000	Funding source: County General Fund
	TERMS (if applicable): N/A	
	<p>Explanation: Covina Valley Water Company will pay the County a granting fee of \$10,000 within 30 days of the adoption of the ordinance. For the franchise area within Part A per the franchise ordinance, Covina Valley Water Company will pay an annual franchise fee of 2 percent of the gross annual receipts arising from the use, operation, or possession of the franchise but not less than 1 percent of the gross annual receipts from the sale of water in the service area of the County. For the franchise areas within Parts B, C, and D per the franchise ordinance, Covina Valley Water Company will pay annual franchise fees based on pipeline diameter at a rate of 12 cents per linear foot for pipelines up to 8 inches plus 2 cents per linear foot for each diameter inch over 8 inches. The base annual fee will be adjusted annually using the Producer Price Index but the fee will not be less than \$5,000 for the franchise areas within Parts B, C, and D per the franchise ordinance. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.</p> <p>Covina Valley Water Company is a consolidation of Valencia Heights Water Company and Covina Irrigating Company.</p> <p>For the 2024 calendar year, Valencia Heights Water Company reported and paid the County a total annual franchise fee of \$10,200.26, which was deposited into the County General Fund-Nondepartmental Revenue.</p> <p>For the 2024 calendar year, Covina Irrigating Company reported and paid the County a total annual franchise fee of \$9,621.36, which was deposited into the County General Fund Fund-Nondepartmental Revenue.</p>	
PURPOSE OF REQUEST	Covina Valley Water Company requires this 15-year franchise to continue using the County's right of way while providing continued provisions of water services to County residents within Covina Valley Water Company's service area located in the County.	

BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On April 20, 2010, the Board adopted Ordinance No. 2010-0020F granting Covina Irrigating Company a 15-year water pipeline franchise, which expired on June 20, 2025. On November 30, 2010, the Board adopted Ordinance No. 2010-0061F granting Valencia Heights Water Company a 15-year water pipeline franchise. Valencia Heights Water Company merged with Covina Irrigating Company under a new company name, Covina Valley Water Company, the new owner and operator of the existing water pipelines in the County highway.</p> <p>The proposed franchise will allow Covina Valley Water Company to maintain and operate its pipelines in the County's right of way and will obligate Covina Valley Water Company to comply with the terms of the new franchise.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Priority No. 7: Sustainability–The revenues received from this transaction will help promote fiscal responsibility while providing continuous provisions of water to County residents.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Geetha Shan , Deputy Director, (626) 458-4008, gshan@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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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:

October 7, 2025

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
REPEAL OF AN ORDINANCE GRANTED
TO VALENCIA HEIGHTS WATER COMPANY
AND RESOLUTION OF INTENTION AND INTRODUCTION OF
AN ORDINANCE TO GRANT A WATER PIPELINE FRANCHISE
TO COVINA VALLEY WATER COMPANY
(SUPERVISORIAL DISTRICTS 1 AND 5)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to repeal an ordinance granted to Valencia Heights Water Company and grant a water pipeline franchise to Covina Valley Water Company.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed projects are exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Introduce, waive reading, and place on the Board's agenda for adoption on October 21, 2025, an ordinance to repeal Ordinance No. 2010-0061F, which granted a water pipeline franchise to Valencia Heights Water Company.
3. Approve the resolution of intention to grant a 15-year water pipeline franchise to Covina Valley Water Company.

4. Introduce, waive reading, and place on the Board's agenda for adoption an ordinance to grant a 15-year water pipeline franchise to Covina Valley Water Company; set the matter for a public hearing on October 28, 2025, or on the next available hearing date within 60 days from the date of adoption of the resolution of intention; and instruct the Executive Officer of the Board to publish a Notice of Public Hearing pursuant to Section 6232 of the California Public Utilities Code.

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

Adopt the ordinance to grant a 15-year water pipeline franchise to Covina Valley Water Company.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the projects are exempt from the California Environmental Quality Act (CEQA) and allow the Board to approve the enclosed ordinance to repeal Ordinance No. 2010-0061F (Enclosure A), which granted a water pipeline franchise granted to Valencia Heights Water Company, approve the enclosed resolution of intention (Enclosure B), schedule a public hearing, and publish a Notice of Public Hearing, as needed, to adopt the enclosed franchise ordinance (Enclosure C) to grant a 15-year water pipeline franchise to Covina Valley Water Company.

On April 20, 2010, the Board adopted Ordinance No. 2010-0020F granting Covina Irrigating Company a 15-year water pipeline franchise, which expired on June 20, 2025. On November 30, 2010, the Board adopted Ordinance No. 2010-0061F granting Valencia Heights Water Company a 15-year water pipeline franchise. Valencia Heights Water Company merged with Covina Irrigating Company under a new company name, Covina Valley Water Company, the new owner and operator of the existing water pipelines in the County highway. Adopting the new franchise ordinance will allow Covina Valley Water Company to maintain and operate its pipelines in the County's right of way and will obligate Covina Valley Water Company to comply with the terms of the new franchise.

The recommended actions will benefit Covina Valley Water Company and County residents by allowing for the continued provision of potable water services within Covina Valley Water Company's service area in the County.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

Covina Valley Water Company will pay the County a granting fee of \$10,000 within 30 days of the adoption of the ordinance. For the franchise area within Part A per the franchise ordinance, Covina Valley Water Company will pay an annual franchise fee of 2 percent of the gross annual receipts arising from the use, operation, or possession of the franchise but not less than 1 percent of the gross annual receipts from the sale of water in the service area of the County. For the franchise areas within Parts B, C, and D per the franchise ordinance, Covina Valley Water Company will pay annual franchise fees based on pipeline diameter at a rate of 12 cents per linear foot for pipelines up to 8 inches plus 2 cents per linear foot for each diameter inch over 8 inches. The base annual fee will be adjusted annually using the Producer Price Index but the fee will not be less than \$5,000 for the franchise areas within Parts B, C, and D per the franchise ordinance. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.

Covina Valley Water Company is a consolidation of Valencia Heights Water Company and Covina Irrigating Company.

For the 2024 calendar year, Valencia Heights Water Company reported and paid the County a total annual franchise fee of \$10,200.26, which was deposited into the County General Fund-Nondepartmental Revenue.

For the 2024 calendar year, Covina Irrigating Company reported and paid the County a total annual franchise fee of \$9,621.36, which was deposited into the County General Fund-Nondepartmental Revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Covina Valley Water Company owns and operates existing water pipelines in the franchise areas to distribute potable water. The proposed franchise ordinance will allow Covina Valley Water Company, for a period of 15 years beginning on November 27, 2025, to operate and maintain its existing pipes and pipelines.

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

Pursuant to Section 6232 of the California Public Utilities Code, the Executive Officer of the Board shall arrange for the publishing of the Notice of Public Hearing in a newspaper of general circulation in the County at least once within 15 days but no later than October 22, 2025, after the Board's adoption of the resolution of intention.

ENVIRONMENTAL DOCUMENTATION

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

The Honorable Board of Supervisors
October 7, 2025
Page 5

CONCLUSION

Please return adopted copies of this Board letter, ordinances, and resolution of intention to the attention of Mr. P. David Michalko, President, Covina Valley Water Company, 146 East Collage Street, Covina, CA 91723; and Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:jh

Enclosures

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

ENCLOSURE

October 7, 2025

**TRANSPORTATION CORE SERVICE AREA
REPEAL OF AN ORDINANCE GRANTED
TO VALENCIA HEIGHTS WATER COMPANY
AND RESOLUTION OF INTENTION AND INTRODUCTION OF
AN ORDINANCE TO GRANT A WATER PIPELINE FRANCHISE
TO COVINA VALLEY WATER COMPANY
(SUPERVISORIAL DISTRICTS 1 AND 5)
(3-VOTES)**

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

[Covina Valley Water Company \(Enclosures-FTP Link\)](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	September 17, 2025	
BOARD MEETING DATE	10/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> x	
DEPARTMENT(S)	Regional Planning	
SUBJECT	Extension of the Eaton Fire Disaster Interim Ordinance	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$0.00	Funding source: NA
	TERMS (if applicable): NA	
	Explanation: NA	
PURPOSE OF REQUEST	Extension of the Eaton Fire Disaster Interim Ordinance, which was adopted by the BOS on September 2, 2025.	
BACKGROUND (include internal/external issues that may exist including any related motions)	In adopting the Eaton Fire Disaster Interim Ordinance No. 2025-0034U on September 2, 2025, the Board found that it is essential that the changes made by the ordinance to the County Code related to development standards and modifications to development standards be implemented immediately to allow the fastest possible rebuild and recovery for residents and businesses in the areas impacted by the Eaton Fire. The Board also directed the Director of Regional Planning to develop a permanent ordinance(s) that would provide specific permanent regulations addressing these adverse impacts. Extending the Interim Ordinance will allow Regional Planning sufficient time to develop the permanent ordinance(s) and present to the Board for their consideration.	

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Connie Chung, Deputy Director, 213-308-2420, cchung@planning.lacounty.gov

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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, AICP
Deputy Director,
Advance Planning

JOSEPH HORVATH
Administrative Deputy,
Administration

October 7, 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:

**HEARING ON ORDINANCE EXTENDING EATON FIRE DISASTER INTERIM
ORDINANCE NO. 2025-0034U, PROJECT NO. PRJ2025-001033-(5)
ADVANCE PLANNING CASE NO. RPPL2025003574
(FIFTH SUPERVISORIAL DISTRICT) (4-VOTES)**

SUBJECT

The Board of Supervisors (Board) enacted Interim Ordinance No. 2025-0034U on September 2, 2025, to add more flexibility and streamline processes in Title 22 (Planning and Zoning) of the Los Angeles County Code, to support the rebuild of the communities of Altadena and Kinneloa Mesa, which were impacted by the Eaton Fire.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Find that the ordinance extending Interim Ordinance No. 2025-0034U pursuant to Government Code 65858 is exempt from the California Environmental Quality Act (CEQA) under Sections 15061(b)(3), 15308, and 15183 of the State CEQA Guidelines; and
2. Adopt the ordinance extending Interim Ordinance No. 2025-0034U for a period of 10 months and 15 days to August 22, 2026.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In adopting Interim Ordinance No. 2025-0034U on September 2, 2025, the Board found that it is essential that the changes made by the ordinance to the County Code related to development standards and modifications to development standards be implemented

immediately to allow the fastest possible rebuild and recovery for residents and businesses in the areas impacted by the Eaton Fire. The Board also directed the Director of Regional Planning to develop a permanent ordinance(s) that would provide specific permanent regulations addressing these adverse impacts. Extending Interim Ordinance No. 2025-0034U will allow Regional Planning sufficient time to develop the permanent ordinance(s) and present to the Board for their consideration.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan North Star 1/Housing and Homelessness goal by providing more options and flexibility for fire survivors to rebuild, which can help save time and money. This will prevent further displacement of residents and help facilitate affordable and sustainable homeownership.

FISCAL IMPACT/FINANCING

Extension of Interim Ordinance No. 2025-0034U would not result in any additional costs to the County of Los Angeles that were not already contemplated when the Board approved fee deferrals for fire rebuild survivors. Implementation of the Interim Ordinance is an ongoing responsibility of Regional Planning under State law. The Ordinance establishes fees to implement a new permit type called the Disaster Recovery Permit; it should be noted that under the Board's direction to defer all rebuild fees to qualified fire survivors, this new fee would not be implemented. However, the fee would be implemented for rebuild applications not associated with qualified fire survivors. The fee associated with the new permit type is consistent with actual costs for similar rebuilds verified in previous fee studies, including a recent analysis conducted by the Auditor-Controller as part of the fee deferral process approved by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Eaton Fire led to the destruction of more than 6,900 structures in Altadena and Kinneloa Mesa. On January 7, 2025, the Chair of the Board of Supervisors declared a local emergency. Following that declaration, and in accordance with Section 22.256.030 of Title 22, the Director of Regional Planning activated the provisions of the adopted Disaster Recovery Ordinance (DRO). The DRO provides for streamlined rebuild provisions for disaster survivors and has been used as the basis to assist Eaton Fire survivors with their rebuild applications. This is the first large scale implementation of disaster recovery activities under the DRO.

As of September 2, 2025 rebuild building permits for over 200 properties have been issued in the Eaton Fire burn area. Interim Ordinance No. 2025-0034U will expire on October 17, 2025, unless extended by Board action. If the Interim Ordinance is not extended, Eaton Fire survivors will not have as many by-right options for their rebuilds. Due to individual financial gaps between rebuilding costs and insurance proceeds, delays in rebuilding could irreparably harm

the physical condition and character of the area and negatively impact the health, safety, and welfare of the general public. It is imperative that the (County) help support rebuilding the unincorporated communities impacted by the Eaton Fire as soon as possible. One way is to ensure that the thousands of people who have been displaced by the Eaton Fire can return to permanent, stable housing. Such conditions pose a current and immediate threat to human

health, safety, or welfare absent the extension of the restrictions of Interim Ordinance No. 2025-0034U.

The provisions of Government Code Section 65858 limit the effective period of the Interim Ordinance to only 45 days. In light of the approaching October 17, 2025 expiration date, it is recommended that this ordinance be extended for 10 months and 15 days, as provided in Government Code Section 65858. This would set the ordinance's expiration date as August 22, 2026 and would allow sufficient time for Regional Planning to prepare the permanent ordinance(s), including date, as required.

Background

Interim Ordinance No. 2025-0034U amends Title 22 – Planning and Zoning of the Los Angeles County Code to provide more flexibility for disaster rebuild projects than previously anticipated under the existing DRO and the West San Gabriel Valley Planning Area Standards District.

Specifically, the Ordinance allows additional flexibility in development standards for like-for-like rebuilds, including expansions up to the larger of 10 percent of original square footage or an additional 200 square feet, front yard setbacks, and minor relocation of structures. The Ordinance also eliminates covered parking requirements for all rebuilds and makes covered parking optional. The Ordinance clarifies that no replacement parking is required where garages are destroyed and rebuilt with Accessory Dwelling Units (ADUs) in accordance with State law, and allows ADUs to be used as the primary dwelling unit until 2030.

The Ordinance also establishes a streamlined modifications procedure, which can provide flexibility for non-like-for-like rebuilds. Discretionary reviews for modifications to development standards can be made without a public hearing, in accordance with Government Code section 65901(b), which allows the legislative body, by ordinance, to authorize the zoning administrator to decide on applications for variance from the terms of Title 22 without a public hearing on the application.

The Ordinance provides more flexibility and allowances for temporary commercial uses to support economic redevelopment and addresses the [BOS motion](#) in April 2025 to support small businesses impacted by the Eaton Fire.

Furthermore, the Ordinance establishes a streamlined Disaster Recovery Permit for disaster rebuild projects to address various BOS directives to streamline and consolidate applications checklists with clear timelines.

ENVIRONMENTAL DOCUMENTATION


Adoption of the ordinance extending Interim Ordinance No. 2025-0034U pursuant to Government Code section 65858 is exempt from CEQA under Sections 15061(b)(3), 15308, and 15183 of the State CEQA Guidelines. As noted above, any ordinance(s) prepared for the Board's consideration will be subject to environmental review(s) pursuant to CEQA.

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 Connie Chung, Deputy Director, at cchung@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

Draft

AJB:CC:ER:lj

Attachments:

1. Ordinance

c: Executive Officer, Board of Supervisors
Chief Executive Office
County Counsel
Fire
Public Health
Public Works

ANALYSIS

This ordinance extends for 10 months and 15 days to August 22, 2026, (Extension Ordinance), Interim Ordinance No. 2025-0034U, which eases development restrictions and allows for disaster recovery in unincorporated areas affected by the Eaton Fire, including reconstruction and permitting for properties that suffered irreparable damage or destruction. The Extension Ordinance extends amendments to Title 22 – Planning and Zoning of the Los Angeles County Code to provide more flexibility for disaster rebuild projects, establish a framework to allow certain temporary uses that support disaster recovery, and establish a Disaster Recovery Permit for disaster rebuild projects that includes certain reduced fees and a streamlined procedure to modify certain development standards.

Interim Ordinance No. 2025-0034U is scheduled to expire on October 17, 2025, unless extended pursuant to Government Code section 65858. The Extension Ordinance is an urgency measure and requires a four-fifths vote by the Board of Supervisors for adoption.

It is the first extension of Interim Ordinance No. 2025-0034U allowed under Government Code section 65858.

DAWYN R. HARRISON
County Counsel

By 
STARR COLEMAN
Assistant County Counsel
Property Division

SC:ll

Requested: 08/25/25
Revised: 09/08/25

ORDINANCE NO. _____

An ordinance extending for 10 months and 15 days to August 22, 2026, (Extension Ordinance), Interim Ordinance No. 2025-0034U, which eases development restrictions and allows for disaster recovery in unincorporated areas affected by the Eaton Fire, including reconstruction and permitting for properties that suffered irreparable damage or destruction. The Extension Ordinance extends amendments to Title 22 – Planning and Zoning of the Los Angeles County Code to provide more flexibility for disaster rebuild projects, establish a framework to allow certain temporary uses that support disaster recovery, and establish a Disaster Recovery Permit for disaster rebuild projects that includes certain reduced fees and a streamlined procedure to modify certain development standards.

Interim Ordinance No. 2025-0034U is scheduled to expire on October 17, 2025, unless extended pursuant to Government Code section 65858.

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

SECTION 1. Interim Regulations.

Section 22.256.050 is hereby amended to read as follows:

22.256.050 Like-For-Like Replacement.

Notwithstanding the existence of any covenants, conditions, or restrictions that may conflict, and nNotwithstanding any community standards district, specific plan, or any other applicable regulation in this Title 22, like-for-like replacement shall be permitted, subject to the following standards:

. . .

Chapter 22.258 is hereby amended to read as follows:

Chapter 22.258 ~~TEMPORARY HOUSING AFTER A DISASTER~~EATON

FIRE DISASTER RECOVERY

22.258.010 ~~Implementation~~Intent and Purpose.

22.258.020 ~~General Provisions~~Definitions.

22.258.030 Development Standards.

22.258.040 Temporary Uses.

22.258.050 Disaster Recovery Permit.

22.258.060 Fees.

22.258.070 Area of Applicability.

22.258.010 ~~Implementation~~Intent and Purpose.

A. ~~— This Chapter shall not apply where the Director has implemented Chapter 22.256 (Disaster Recovery).~~

B. ~~— A Ministerial Site Plan Review (Chapter 22.186) application is required for temporary housing in accordance with this Chapter.~~

In January 2025, the Eaton Fire caused the damage or destruction of 6,921 structures in the unincorporated Altadena and Kinneloa Mesa communities. The regulations and standards herein will help facilitate disaster recovery, including reconstruction and permitting for properties that suffered irreparable damage or destruction, while protecting the public health, safety, and welfare of the residents and businesses within the declared disaster area.

22.258.020

General Provisions Definitions.

~~Notwithstanding any other provision of this Title 22, where an existing residence is damaged or destroyed by a disaster, as defined by Section 22.14.040(D), a mobilehome may be used as a residence on the same lot or parcel of land by the owner and his family for a period not to exceed one year. This Section authorizes only the temporary replacement of a damaged or destroyed residence and not an increase in the number of living quarters permitted on the property.~~The following definitions shall apply to this Chapter:

Like-for-like rebuild project. A development project on a property that was damaged or destroyed and consists entirely of like-for-like replacement structures. A like-for-like rebuild project may include new accessory dwelling unit(s) and/or new junior accessory dwelling unit(s), provided those new dwelling units comply with applicable Title 22 requirements in effect at the time the complete application was filed. A like-for-like rebuild project may also include new accessory structures in accordance with Section 22.258.030.A.

Like-for-like replacement structure. The rebuild, repair, or replacement of a legally-established structure that was damaged or destroyed and generally has the same or smaller floor area, size, and bulk, and generally covers the same footprint as the prior legally-established structure.

New structure. The construction of a new structure on a property that was damaged or destroyed.

Non-like-for-like rebuild project. A development project on a property that was damaged or destroyed and consists entirely of non-like-for-like replacement structures and/or new structures, or a mix of like-for-like replacement structures, non-like-for-like structures, and new structures. Non-like-for-like replacement structures and new structures shall comply with applicable Title 22 requirements in effect at the time the complete application was filed. The project shall also comply with applicable Title 22 requirements that apply to the entire project and/or the entire property at the time the complete application was filed, including, but not limited to, the requirements in Division 3 (Zones), Division 4 (Combining Zones and Supplemental Districts), Division 5 (Special Management Areas), Division 6 (Development Standards), Division 7 (Standards for Specific Uses), and Division 10 (Planning Area and Community Standards Districts).

Non-like-for-like replacement structure. The rebuild, repair, or replacement of a legally-established structure that is not a like-for-like replacement structure.

Standalone accessory dwelling unit. A new accessory dwelling unit on a property that was damaged or destroyed and does not have a primary dwelling unit. A standalone accessory dwelling unit shall comply with applicable Title 22 requirements in effect at the time the complete application was filed.

22.258.030 Development Standards.

Notwithstanding the existence of any covenants, conditions, or restrictions that may conflict, and notwithstanding any community standards district, specific plan, or any

other applicable regulation in this Title 22, like-for-like replacement shall be permitted, subject to the following standards:

A. Accessory Structures. Notwithstanding Section 22.256.060 (Accessory Structures), a like-for-like rebuild project or a non-like-for-like rebuild project may include any accessory structure, not just accessory structures that are necessary to prevent damage to like-for-like replacement structures, or to prevent further damage to the lot or to remaining structures. A new accessory structure that is part of a like-for-like rebuild project, or a non-like-for-like replacement accessory structure, or a new accessory structure that is part of a non-like-for-like rebuild project, such as fences, retaining walls, or utilities, shall comply with applicable Title 22 requirements in effect at the time the complete application was filed.

B. Direct Pedestrian Access. Notwithstanding Section 22.140.520.F.3.b (Direct Pedestrian Access), a non-like-for-like rebuild project associated with a residential use on a lot where sidewalks are not present and the front property line does not directly adjoin a street may provide the direct pedestrian pathway to the primary building entrance through a vehicle driveway.

C. Expansion. A like-for-like replacement structure associated with a residential use may exceed the damaged or destroyed structure's previous footprint and total gross floor area by 10 percent or 200 square feet, whichever is greater, provided it meets all setback requirements in Subsections D (Front Yard Setback) and F (Minor Relocation), below, and current Building Code, Fire Code, and Health and Safety Code requirements.

D. Front Yard Setback.

1. Notwithstanding Section 22.32.090.D.1.a (Zone Specific Development Standards, Zone R-1, Yard Requirements), the minimum front yard setback in Zone R-1 within the Altadena Community Standards District shall be 20 feet, unless the property is subject to Section 22.32.090.E.2, in which case the minimum front yard setback in the Front Yard Setback District shall apply.

2. If a damaged or destroyed structure had a previous front yard setback greater than 20 feet, the like-for-like replacement structure may have a smaller front yard setback, provided it is at least 20 feet, and the like-for-like replacement structure otherwise complies with the setback requirements in Subsection F (Minor Relocation), below, and all applicable requirements for like-for-like replacement structures in Chapter 22.256 (Disaster Recovery).

3. If a damaged or destroyed structure had a previous front yard setback less than 20 feet, the like-for-like replacement structure may have the same front yard setback or a front yard setback that is larger than the previous front yard setback but less than 20 feet, provided the like-for-like replacement structure otherwise complies with the setback requirements in Subsection F (Minor Relocation), below, and all applicable requirements for like-for-like replacement structures in Chapter 22.256 (Disaster Recovery).

E. Height. Notwithstanding Section 22.256.050.B (Like-for-Like Replacement), the maximum height of any like-for-like replacement structure shall be

the height of the damaged or destroyed structure or the maximum height limit of this Title 22, whichever is greater, provided that the number of stories does not increase.

F. Minor Relocation. Notwithstanding Section 22.256.050.E (Like-for-Like Replacements), minor relocation of a like-for-like replacement structure, including a like-for-like replacement accessory structure, shall be allowed. The like-for-like replacement structure may have setbacks that are larger than the damaged or destroyed structure's setbacks, provided the like-for-like replacement structure otherwise complies with all applicable requirements for like-for-like replacement structures in this Section and in Chapter 22.256 (Disaster Recovery).

G. Oak Tree Permits. Notwithstanding Section 22.256.070 (Waiver of Certain Permit Requirements), a like-for-like replacement structure or a non-like-for-like replacement structure shall not be subject to Chapter 22.174 (Oak Tree Permits), if the replacement structure results in equal to or fewer impacts to the protected zone of a protected oak tree than the damaged or destroyed structure.

H. Parking. Required parking for like-for-like rebuild projects and non-like-for-like rebuild projects associated with a residential use shall be as follows:

1. Notwithstanding Section 22.112.070 (Required Parking Spaces), parking for a non-like-for-like rebuild project may be uncovered;

2. Notwithstanding Section 22.256.050.E (Like-for-Like Replacements), parking for a like-for-like rebuild project may be uncovered; and

3. If an accessory dwelling unit fully or partially overlaps with the footprint of a damaged or destroyed covered parking structure, no replacement parking is required.

I. Standalone Accessory Dwelling Units. A household may temporarily occupy a standalone accessory dwelling unit while they wait for a like-for-like rebuild project or a non-like-for-like rebuild project to be constructed on the property until January 7, 2030, which is five years after the Board of Supervisors proclaimed the existence of a local emergency for the January 2025 Windstorm and Critical Fire Events.

J. Yard Measurement. Required front, side, and rear yards shall be measured from the property boundary, unless such boundary is located within a public or private street or right-of-way providing access to one or more lots, in which case required yard areas shall be measured from the edge of the street or right-of-way closest to the interior of the lot.

22.258.040 Temporary Uses.

A. Purpose. This Section allows the Director to approve applications for the following temporary uses with a Zoning Conformance Review, which is a ministerial Type I Review, pursuant to Chapter 22.226 (Type I Review – Ministerial), for an initial period of up to one year with one-year extensions up to one year each, subject to the requirements and limitations set forth herein:

1. Pop-up events, pop-up restaurants and other eating establishments, and pop-up retail and commercial uses in parking lots and vacant lots

that have been cleared of debris in Commercial and Industrial Zones. The use shall not be an adult business, as defined in Section 22.14.010, and may include alcoholic beverages sales for on-site and/or off-site consumption, if authorized by a valid California Department of Alcoholic Beverage Control license, and the outdoor display of any goods, equipment, merchandise, or exhibits. The use shall be sponsored by one of the following:

a. A public agency, a nonprofit, or a religious, fraternal, educational, or service organization directly engaged in civic, charitable, or public service endeavors;

b. A business currently operating in the area impacted by the Eaton Fire. The use can be on a parking lot on the same property where the business is located or on a parking lot or a vacant lot on a different property than where the business is located; and

c. A business that operated in the area impacted by the Eaton Fire within the 12 months prior to January 7, 2025. The use can be on a parking lot or a vacant lot on the same property where the business previously operated, or on a parking lot or a vacant lot on a different property than where the business was located.

2. Temporary uses necessary to facilitate rebuilding and disaster recovery, as determined by the Director, such as sawmills and construction equipment, machinery, and/or materials storage, on a property owned by a public agency or a public utility.

B. Decision. When making a decision on the application in accordance with Section 22.226.040 (Decision), the Director may consider whether:

1. Adequate parking, including bicycle facilities, will be available in the vicinity of the use;

2. The proposed site is adequate in size and shape to accommodate the use without material detriment to the use and enjoyment of the property of other persons located in the vicinity of the site;

3. The use will jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare;

4. If the use is a pop-up event, a pop-up restaurant or other eating establishment, and/or a pop-up retail and commercial use, whether the sponsor has a history of noncompliance with this Title 22, or other applicable federal, State, or local codes, laws, rules, regulations, and statutes, including those of the California Department of Alcoholic Beverage Control; and

5. If the use is a temporary use necessary to facilitate rebuilding and disaster recovery, as determined by the Director, whether the use can operate without negative impacts on residential uses within a 300-foot radius of the property.

C. Development and/or Performance Standards. If the Director approves the application, the Director may apply development and/or performance standards to the use, including, but not limited to, those in Sections 22.188.040.A (Short-Term Special Events Permit) and 22.140.030.I (Performance Standards for Deemed-Approved Uses), and those in a valid conditional use permit authorizing alcoholic beverages sales for

on-site and/or off-site consumption that is associated with the business sponsoring the use.

D. Inspections. If the Director approves the application, the Director may require inspections to be conducted to determine the permittee's compliance with the applicable development and/or performance standards included in the approval.

E. Revocation. The Director may revoke an approval at any time, if the temporary use does not comply with the applicable development and/or performance standards included in the temporary approval, this Title 22, or other applicable federal, State, or local codes, laws, rules, regulations, and statutes, including those of the California Department of Alcoholic Beverage Control. The Director's decision shall be final and not subject to an appeal.

22.258.050 Disaster Recovery Permit.

The Disaster Recovery Permit is established to allow disaster rebuild projects, which can be a like-for-like rebuild project, a non-like-for-like rebuild project, or a standalone accessory dwelling unit.

A. Like-for-Like Rebuild Project.

1. Applicability. This Subsection A applies to an application for a like-for-like rebuild project.

2. Application and Review Procedures.

a. Application Checklist. The application submittal shall contain all of the applicable materials required by the Disaster Recovery Permit Checklist.

b. Type I Review. The application shall be filed and processed in compliance with Chapter 22.226 (Type I Review – Ministerial) with the following modifications:

i. Section 22.226.030.A shall not apply because only one application shall be required;

ii. Notwithstanding Section 22.226.030.C, the fee is established in Section 22.258.060 (Fees); and

iii. Notwithstanding Section 22.226.080 (Expiration Date and Extension for Unused Permits and Reviews), an approved application shall be used by January 7, 2030, which is five years after the Board of Supervisors proclaimed the existence of a local emergency for the January 2025 Windstorm and Critical Fire Events. If an application requesting an extension is timely filed prior to such expiration date, the Director may, one time, extend the time limit for a period not to exceed one year.

B. Non-Like-for-Like Rebuild Project, Ministerial Review.

1. Applicability. This Subsection B applies to an application for a non-like-for-like rebuild project or a standalone accessory dwelling unit. The application shall be used for any of the following projects without a separate application, provided the Disaster Recovery Permit complies with the applicable provisions of this Title 22:

a. A project that requires an administrative housing permit, in which case the application shall be reviewed in accordance with the applicable provisions of Chapter 22.166 (Housing Permits);

b. A project that requires an Oak Tree Permit without a public hearing, pursuant to Section 22.174.040.D (Application Without a Public Hearing), in which case the application shall be reviewed in accordance with the applicable provisions of Chapter 22.174 (Oak Tree Permits); and

c. A project that requires a ministerial Significant Ecological Area review, pursuant to Section 22.102.060 (Ministerial SEA Review), in which case the application shall be reviewed in accordance with the applicable provisions of Chapter 22.102 (Significant Ecological Areas).

2. Application and Review Procedures.

a. Application Checklist. The application submittal shall contain all of the applicable materials required by the Disaster Recovery Permit Checklist.

b. Type I Review. The application shall be filed and processed in compliance with Chapter 22.226 (Type I Review – Ministerial) with the following modifications:

i. Section 22.226.030.A shall not apply because only one application shall be required;

ii. Notwithstanding Section 22.226.030.C, the fee is established in Section 22.258.060 (Fees); and

iii. Notwithstanding Section 22.226.080 (Expiration Date and Extension for Unused Permits and Reviews), an approved application shall be used by January 7, 2030, which is five years after the Board of Supervisors proclaimed the existence of a local emergency for the January 2025 Windstorm and Critical Fire

Events. If an application requesting an extension is timely filed prior to such expiration date, the Director may, one time, extend the time limit for a period not to exceed one year.

C. Non-Like-for-Like Rebuild Project, Discretionary Review.

1. Applicability. This Subsection C applies to an application for a non-like-for-like rebuild project that requires discretionary review, pursuant to this Title 22. When the non-like-for-like rebuild project requires applications for an animal permit, conditional use permit, conditional use permit, minor, oak tree permit with a public hearing, protected tree permit, variance, parking deviation, minor, discretionary housing permit, and/or a parking permit, separate applications shall not be required provided that the Disaster Recovery Permit complies with the applicable corresponding provisions of these permits in this Title 22.

2. Procedure A.

a. Applicability.

i. Procedure A shall apply to the following applications:

(1) An application that would otherwise require a parking deviation, minor;

(2) An application that would otherwise require a yard modification;

(3) An application that includes modifications to development standards in Chapter 22.110 (General Site Regulations);

(4) An application that includes modifications to the development standards in Section 22.140.520 (Residential Design Standards);

(5) An application that includes modifications to the development standards in Section 22.140.580 (Single-Family Residences);

(6) An application that includes modifications to the development standards in Section 22.320.070.A (West San Gabriel Valley Planning Area Standards District Zone-Specific Development Standards for Commercial and Mixed Use Zones);

(7) An application that includes modifications to the development standards in Section 22.320.090 (Altadena Community Standards District); and

(8) An application that includes modifications to front yard setbacks in Chapter 22.72 (Setback Districts).

ii. Procedure A shall not be used to modify development standards that would conflict with any legal covenants, conditions, and restrictions for the property.

b. Review Authority. The Review Authority shall be the Zoning Administrator, as referenced in California Government Code section 65900. The Director, as defined in Section 22.14.040 – D, shall serve as the Zoning Administrator, in accordance with the powers and duties provided in Section 22.220.050 (Director of Regional Planning).

c. Application and Review Procedures.

i. Application Checklist. The application submittal shall contain all of the materials required by the Disaster Recovery Permit Checklist.

ii. Review Procedures.

(1) Application filing and withdrawal shall be in compliance with Section 22.222.070 (Application Filing and Withdrawal).

(2) The fee is established in Section 22.258.060 (Fees), although other applicable fees in Chapter 22.250 (Applications, Petitions, and Fees), including, but not limited to, fees for appeals, e-recording, environmental assessments, inspections, and rehearings, shall be required.

(3) Initial application review shall be in compliance with Section 22.222.090 (Initial Application Review).

iii. Noticing. Prior to taking action, the Director shall provide notice of application in compliance with Section 22.222.130 (Notice of Application), except where modified herein:

(1) Notice Content. The notice shall also indicate that any individual may oppose the granting of the application by a written protest to the Director;

(2) Comment Period. The Director shall allow a minimum comment period of 15 days after the notice has been sent and digitally posted. The end of the comment period shall be stated on the notice; and

(3) Mailing. Notices shall be mailed or delivered in accordance with Section 22.222.150 (Mailing). Notwithstanding Section 22.222.160.A (Notification Radius), the notices shall only be sent to owners of properties adjoining the exterior boundaries of the subject property, and if applicable, owners of properties across a street or alleyway from the exterior boundaries of the subject property noted on the application, as shown on the County's last equalized assessment roll. Notices shall also be:

(a) Emailed to any available email addresses on file within the unincorporated Altadena or Kinneloa Mesa communities that, in the Director's judgment, may be affected by or be interested in such application;

(b) Sent to any known active community-based group on file within the unincorporated Altadena or Kinneloa Mesa communities that, in the Director's judgment, may be affected by or be interested in such application; and

(c) Posted on the following County websites: Planning.lacounty.gov and Recovery.lacounty.gov.

iv. Findings and Decision.

(1) Findings and decision shall be made in compliance with Section 22.222.200 (Findings and Decision), and notwithstanding anything to the contrary in this Title 22, include the findings in Section 22.160.050.B (Findings) for conditional use permits, minor, and any additional findings required by Title 22 for corresponding applications, pursuant to Subsection C.2.a.1 of this Section.

(2) Findings for modifications to front yard setbacks within a Setback District shall be made in compliance with Section 22.320.090.F.4.a.

v. Notice of Action. The Director shall issue and mail a notice of action in compliance with Section 22.222.220 (Notice of Action), except that, in accordance with Section 22.222.220.B (Delivery), notices shall also be:

(1) Emailed to any available email addresses on file within the unincorporated Altadena or Kinneloa Mesa communities that, in the Director's judgment, may be affected by or be interested in such application.

(2) Sent to any known active community-based group on file within the unincorporated Altadena or Kinneloa Mesa communities that, in the Director's judgment, may be affected by or be interested in such application.

(3) Posted on the following County websites: Planning.lacounty.gov and Recovery.lacounty.gov.

vi. Effective Date of Decision and Appeals.

(1) The effective date of decision and appeals shall be in compliance with Section 22.222.230 (Effective Date of Decision and Appeals).

(2) Notwithstanding Section 22.222.230 (Effective Date of Decisions and Appeals), the decision of the Director shall become final, unless an appeal is timely filed pursuant to Chapter 22.240 (Appeals).

(3) The decision on an appeal shall be made by a Hearing Officer, and the decision shall be final and effective on the date of decision.

vii. Post-Decision Actions and Regulations.

(1) Documentation, scope of approval, and Exhibit "A" shall be in compliance with Section 22.222.240 (Documentation, Scope of Approval, and Exhibit "A").

(2) Use of property before final action shall be in compliance with Section 22.222.250 (Use of Property Before Final Action).

(3) Performance guarantee and covenant shall be in compliance with Section 22.222.260 (Performance Guarantee and Covenant).

(4) Expiration date and extension for unused permits and reviews shall be in compliance with Section 22.222.270 (Expiration Date and Extension for Unused Permits and Reviews).

(5) Cessation of use shall be in compliance with Section 22.222.280 (Cessation of Use).

3. Procedure B.

a. Applicability. Procedure B shall apply to applications that would otherwise require an animal permit, a conditional use permit, minor, an oak tree permit with a public hearing, and/or a protected tree permit.

b. Application and Review Procedures.

i. Application Checklist. The application submittal shall contain all of the materials required by the Disaster Recovery Permit Checklist.

ii. Type II Review. The application shall be filed and processed in compliance with Chapter 22.228 (Type II Review – Discretionary) with the following modifications:

(1) Section 22.228.030.A shall not apply because only one application shall be required.

(2) Notwithstanding Section 22.228.030.C, the fee is established in Section 22.258.060 (Fees), although other applicable fees in Chapter 22.250 (Applications, Petitions, and Fees), including, but not limited to, fees for appeals, County biologist review, e-recordation, environmental assessments, inspections, and rehearings, shall be required.

4. Procedure C.

a. Applicability. Procedure C shall apply to applications that would otherwise require a conditional use permit, a discretionary housing permit, a parking permit, and/or a variance.

b. Application and Review Procedures.

i. Application Checklist. The application submittal shall contain all of the materials required by the Disaster Recovery Permit Checklist.

ii. The application shall be filed and processed in compliance with Chapter 22.230 (Type III Review – Discretionary) with the following modifications:

(1) Section 22.230.030.A shall not apply because only one application shall be required; and

(2) Notwithstanding Section 22.230.030.C, the fee is established in Section 22.258.060 (Fees), although other applicable fees in Chapter 22.250 (Applications, Petitions, and Fees), including, but not limited to, fees for appeals, County biologist review, e-recordation, environmental assessments, inspections, and rehearings, shall be required.

D. Non-Like-for-Like Rebuild Project, Discretionary Review, Time Extension.

1. Applicability. This Subsection D applies to an application requesting an extension of the time limit to use an approved Disaster Recovery Permit that was subject to discretionary review, as specified in the conditions of approval.

2. Application and Review Procedures.

a. If an application requesting an extension is timely filed prior to such expiration date, the Hearing Officer may, one time, extend the time limit for a period not to exceed one year.

b. The fee is established in Section 22.258.060 (Fees).

E. Rebuild Project, Amendment.

1. Applicability. This Subsection E applies to an application requesting amendments to any approved Disaster Recovery Permit.

2. Application and Review Procedures.

a. Application Checklist. The application submittal shall contain all of the applicable materials required by the Disaster Recovery Permit Checklist.

b. Type I Review. The application shall be filed and processed in compliance with Chapter 22.226 (Type I Review – Ministerial) with the following modifications:

i. Section 22.226.030.A shall not apply because only one application shall be required;

ii. Notwithstanding Section 22.226.030.C, the fee is established in Section 22.258.060 (Fees); and

iii. Notwithstanding Section 22.226.080 (Expiration Date and Extension for Unused Permits and Reviews), an approved application that amends a Disaster Recovery Permit that was subject to ministerial review shall be used by January 7, 2030, which is five years after the Board of Supervisors proclaimed the existence of a local emergency for the January 2025 Windstorm and Critical Fire Events. If an application requesting an extension is timely filed prior to such expiration date, the Director may, one time, extend the time limit for a period not to exceed one year. If an approved application amends a Disaster Recovery Permit that was subject to discretionary review, it shall be used within the timeframe specified in the conditions of approval.

c. Criteria for Amendment. If the Disaster Recovery Permit was subject to discretionary review, the Director may approve the amendments, if they meet the criteria below. If they do not meet the criteria below, an application for a new Disaster Recovery Permit shall be required:

i. Are consistent with the scope of the project and the findings made in the original approval;

ii. Comply with all existing conditions of approval; and

iii. Comply with the standards and regulations of the zone, unless specifically modified by the conditions of approval.

22.258.060 Fees.

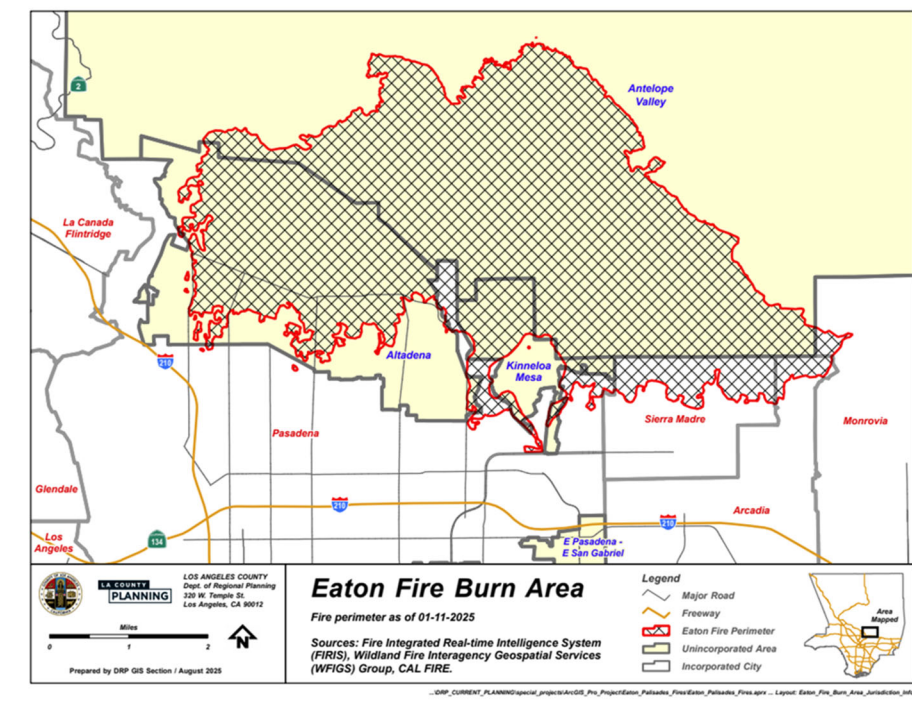
A. For the purpose of defraying the expense involved with any application or petition required or authorized by Section 22.258.050 (Disaster Recovery Permit), the following fees, as provided in Table 22.258.060-A, below, shall accompany the application or petition. Table 22.258.060-A may be referred to as the Disaster Recovery Permit Filing Fee Schedule.

TABLE 22.258.060-A: DISASTER RECOVERY PERMIT FILING FEE SCHEDULE		
<u>Like-for-Like Rebuild Project</u>		<u>\$1,320</u>
<u>Non-Like-for-Like Rebuild Project, Ministerial Review</u>		<u>\$1,623</u>
<u>Non-Like-for-Like Rebuild Project, Discretionary Review, Category 1</u>	<u>Procedure A, Procedure B</u>	<u>\$5,319</u>
<u>Non-Like-for-Like Rebuild Project, Discretionary Review, Category 2</u>	<u>Procedure C, except as noted below</u>	<u>\$14,070</u>
<u>Non-Like-for-Like Rebuild Project, Discretionary Review, Category 3</u>	<u>Procedure C, for development in a Significant Ecological Area exceeding 3,500 square feet of total new building area</u>	<u>\$23,094</u>
<u>Non-Like-for-Like Rebuild Project, Discretionary Review, Time Extension</u>		<u>\$2,084</u>
<u>Rebuild Project, Amendment</u>		<u>\$760</u>

B. Annual Fee Review. The fees in this Section shall be reviewed annually by the Auditor-Controller. Beginning on January 1, 2026, and thereafter on each succeeding January 1, the amount of each fee in this Section shall be adjusted as follows: calculate the percentage movement in the consumer price index for Los Angeles during the preceding January through December period, adjust each fee by said percentage amount and round off to the nearest dollar. However, no adjustment shall decrease any fee, and no fee shall exceed the reasonable cost of providing services.

22.258.070 Area of Applicability.

This Chapter applies to parcels located in the unincorporated areas affected by the Eaton Fire, as identified on the Eaton Fire Burn Area map, below.



SECTION 2. Authority.

Interim Ordinance No. 25-0034U was adopted on September 2, 2025. Unless this Extension Ordinance takes effect on or before October 17, 2025, Interim Ordinance No. 25-0034U will expire. Section 65858 of the California Government Code provides that an urgency measure in the form of an initial interim ordinance may be extended, after notice pursuant to Government Code section 65090 and a public hearing, for 10 months and 15 days by a four-fifths vote of the Board of Supervisors. Government Code section 65858 further provides that such an interim ordinance may be extended, following compliance with that section, for an additional year. This is the first extension of Interim Ordinance No. 2025-0034U allowed under Government Code section 65858.

SECTION 3. Updates to the Planning and Zoning Code Underway.

Los Angeles County (County) Department of Regional Planning is considering updates to the County's Disaster Recovery Ordinance to add more flexibility and determine the appropriate development standards and streamlined procedures for disaster recovery, including reconstruction and permitting for properties that suffered irreparable damage or destruction and are seeking disaster rebuilds or disaster rebuilds that request modifications of development standards.

SECTION 4. Determination of Immediate Threat.

Prior to the adoption of Interim Ordinance 25-0034U, the County's existing regulations did not satisfactorily address regulatory barriers and limited rebuild options for Eaton Fire survivors, which could irreparably harm the physical condition and character of the area and negatively impact the health, safety, and welfare of the

general public. The extension of Interim Ordinance No. 25-0034U is necessary to protect public safety, health, and welfare, based upon the following facts:

1. Conditions of extreme peril to the safety of persons and property within the County were caused by fast-moving and widespread fires, referred to as the January 2025 Windstorm and Critical Fire Events in the County, commencing on January 7, 2025.

2. California Government Code section 8630 and Los Angeles County Code (County Code) Section 2.68.110 empower the Board to proclaim the existence of a local emergency when the County is affected or likely to be affected by a public calamity, subject to ratification by the Board at the earliest practicable time.

3. On January 7, 2025, the Governor of the State of California proclaimed a state of emergency for the County, and the Federal Emergency Management Agency approved a fire management assistance grant to assist with the mitigation, management, and control of the wildfires, including the Eaton Fire.

4. On January 7, 2025, the Chair of the Board proclaimed the existence of a local emergency for the January 2025 Windstorm and Critical Fire Events in the County, which included the Eaton Fire.

5. On January 8, 2025, the President of the United States declared the existence of a major disaster in the County and ordered federal aid to supplement State and local recovery efforts in the areas affected by wildfires, including the Eaton Fire.

6. The Eaton Fire has led to the destruction of more than 6,900 structures in the County.

7. This Extension Ordinance outlines the process by which discretionary reviews for modifications to development standards can be made without a public hearing, in accordance with Government Code section 65901(b), which allows the legislative body by ordinance, to authorize the zoning administrator to decide on applications for variance from the terms of Title 22 without a public hearing on the application, provided the ordinance specifies the kinds of variances that may be granted by the zoning administrator, and the extent of variation the zoning administrator may allow.

8. It is essential that the changes made by this Extension Ordinance to the County Code related to development standards and modifications to development standards be extended to allow the fastest possible rebuild and recovery for residents and businesses in the areas impacted by the Eaton Fire.

SECTION 5. Severability.

If any section, subsection, sentence, clause, or phrase of this Extension Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Extension Ordinance, which can be given effect without the invalid provisions or application, and, to this end, the provisions of Interim Ordinance No. 25-0034U are hereby declared to be severable. The Board hereby declares that it would have passed this Extension Ordinance and every section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 6. Urgent Need.

This Interim Ordinance extension is urgently needed for the immediate preservation of public health, safety, and welfare, and it shall take effect on October 7, 2025, upon adoption. It shall be of no further force and effect 10 months and 15 days following the date of its adoption, unless extended in accordance with the provisions set forth in Government Code section 65858.

[EXTURGORDALTADENASCCC]

MOTION BY SUPERVISOR LINDSEY P. HORVATH

September 30, 2025

Creating a New Park Typology for Urban Natureways in Los Angeles County

Los Angeles County is home to a diverse and expansive park system that includes renowned arboretums and botanical gardens, offering exceptional biodiversity, educational opportunities, and immersive natural experiences. While the County of Los Angeles Department of Parks and Recreation (DPR) operates and maintains parks across the County, in both local and regional contexts, our premier arboreta and botanical gardens are primarily located in affluent communities, limiting routine access for the millions of County residents who live in underserved communities.

While the County is at the forefront of expanding access to these spaces, there is a compelling opportunity to transform underutilized, single-use infrastructure, especially flood control channels and utility corridors, into vibrant, multi-benefit greenway corridors. These “Urban Natureways” would be a new parkland classification in the County’s General Plan that would be defined as regional linear parks that repurpose existing public infrastructure, such as flood control channels and utility corridors, into multifunctional greenways. Urban Natureways offer a chance to re-envision these spaces that are already

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publicly owned as inclusive public assets, opening access to nature, fostering economic opportunities, and beginning to heal the physical and social divides imposed by past infrastructure decisions. They also provide recreation, active transportation, and habitat restoration while strengthening ecological connectivity, climate resilience, and social equity.

By linking communities across jurisdictions, Urban Natureways function as regional public assets that transform single-use infrastructure into vibrant spaces of environmental, cultural, and economic significance and can bring the benefits of arboretums, botanical gardens, and nature-forward infrastructure directly into the communities that have been most impacted by environmental injustice and disinvestment. This work also presents a pathway to expand green jobs and workforce training through partnerships with local Conservation Corps, helping to build career pipelines for young people and residents from historically underserved communities. To unlock this potential, the County must establish a visionary, coordinated framework that streamlines permitting, aligns interagency roles, enables community-led greening, and accelerates the conversion of aging infrastructure into inclusive, resilient public spaces for generations to come.

For decades, community-based and nonprofit organizations across Los Angeles County have led efforts to reimagine rivers, flood control channels, and utility corridors as public greenways—investing significant grant funding, volunteer time, and expertise to restore habitat, improve access, and advocate for a more just, connected system of publicly owned infrastructure. Despite their tireless work amid regulatory barriers and fragmented planning, many communities still await the transformative change promised by numerous ambitious plans along corridors like the LA River, Compton Creek, Pacoima Wash, and San Gabriel River. While planning has often outpaced implementation, a new

generation of community-based organizations, such as ActiveSGV, Nature for All, Pacoima Beautiful, and Willowbrook Inclusion Network, is advancing this work with strong community ties and innovative stewardship, yet they face many of the same institutional challenges as their predecessors.

A nationally recognized example of this approach is the Atlanta BeltLine, a 22-mile repurposed rail corridor that serves nearly 2 million trail users annually and links 45 neighborhoods through parks, trails, transit, and ecological restoration. A key feature of the BeltLine is the Atlanta BeltLine Arboretum, managed by Trees Atlanta, which includes 85 acres of cultivated and natural landscapes. The arboretum serves as a component of Atlanta's urban forest, acts as an ecological corridor, a place for education, community science, scientific research, and a learning landscape. The trees and plants in the arboretum enhance the trail experience with beauty and health benefits of nature in the city and demonstrate how urban ecology can reconnect fragmented communities.

The BeltLine is not only notable for its environmental transformation, but it also serves as a platform for inclusive economic activation. Small business kiosks, mobile vendors, pop-up markets, public art, and community events animate the corridor and provide opportunities for workforce development, social enterprise, and local entrepreneurship.

The County is uniquely poised to seize a transformative opportunity to reimagine its flood control and utility corridors as dynamic Urban Natureways that serve both people and the environment. The LA County Flood Control District includes 483 miles of open channels distributed across 86 incorporated cities and unincorporated communities. While their primary function is to reduce the risk to life and property, in certain cases, these underutilized spaces can also become living infrastructure, linking neighborhoods,

restoring ecosystems, and delivering environmental, health, and mobility benefits where they are needed most. By creating protected walking and cycling connections, Urban Natureways also support the County's Vision Zero goals, particularly in communities with high rates of traffic-related injuries and fatalities. This work also presents a pathway to expand green jobs and workforce training through partnerships with local community-based organizations, helping to build career pipelines for young people and residents from historically underserved communities. To unlock this potential, the County must establish a visionary, coordinated framework that streamlines permitting, aligns interagency roles, enables community-led greening, and accelerates the conversion of aging infrastructure into inclusive, resilient public spaces for generations to come.

Currently, governance over community-serving infrastructure is often multi-jurisdictional, making a comprehensive approach challenging and lacks a regional vision. The Los Angeles region is at a critical juncture as it continues to grapple with the overlapping challenges of climate change and social inequality. The Los Angeles County Park Needs Assessment Plus (PNA+) and Climate Vulnerability Assessment have made it clear: access to nature, safe public spaces, and ecological infrastructure must be prioritized, especially in neighborhoods most vulnerable to negative outcomes due to a combination of social, economic, and environmental factors.

By embedding biodiversity into the urban fabric and creating new spaces for ecological restoration, the County can restore natural systems and improve quality of life in the communities that need it most. Furthermore, California Proposition 4, approved by voters in 2024, was enacted in recognition of these urgent needs and presents a critical funding opportunity to help the County deliver equitable, climate-resilient public spaces in underserved communities.

I, THEREFORE, MOVE that the Board of Supervisors Direct the Department of Parks and Recreation (DPR), in coordination with the Department of Regional Planning (DRP), Department of Public Works (DPW), Department of Economic Opportunity (DEO), Chief Sustainability Office (CSO) and other relevant agencies, to:

1. Amend the General Plan to establish a new Urban Natureways parkland classification within the Parks and Recreation Element that defines these spaces as corridor-based parks of regional significance focused on ecological restoration, biodiversity, climate resilience, connectivity, and equitable access to open space; recognizes their role in advancing regional ecological linkages and inclusive economic opportunity; and aligns with the goals and implementation framework of the Parks Needs Assessment and PNA+, as well as guidelines outlined by DPW in documents such as the LA River Master Plan and San Gabriel Valley Greenway Network Strategic Implementation Plan.

2. Adopt the Compton Creek and Pacoima Wash as part of the County's Regional Trail Network in the General Plan and update associated figures as appropriate.

3. Designate DPR as the County lead, in coordination with DPW and others as necessary, to streamline the planning, permitting, implementation, and maintenance of Urban Natureways.

4. Direct DPW to create a streamlined permitting process that includes a list of pre-approved improvements for Urban Natureways.

5. Direct DEO, in coordination with DPR and other relevant agencies, to explore the creation of a Countywide Urban Natureway Marketplace initiative to advance place-based economic and workforce development along Urban Natureways, including marketplace opportunities for small businesses and vendors within Urban Natureways and job creation

and career pathway opportunities associated with Urban Natureway development and maintenance, while also assessing opportunities to generate resources for long-term maintenance, operations, and community stewardship.

6. Establish an interagency working group—including County departments, Metro, local jurisdictions, and community-based organizations—to advance Urban Natureways by strengthening connectivity to existing trails and bikeways, and by collaboratively planning, designing, and stewarding projects through inclusive partnerships, including with Conservation Corps, workforce development programs, and local stakeholders — while also exploring long-term, community-centered models for stewardship, governance, programming, and maintenance, and coordinating with housing agencies to assess and mitigate potential displacement pressures.

7. Instruct CEO-LAIR, in coordination with relevant departments, to develop a Countywide legislative strategy to secure funding for Urban Natureways, including targeted engagement efforts such as site tours, briefings, and meetings with State Legislators to build support and demonstrate impact. This strategy should identify and pursue local, state, and federal funding opportunities, public-private partnerships and philanthropic investment to support both project implementation and long-term operations and maintenance.

8. Direct the Director of DPR to convene a briefing within 90 days with the Santa Monica Mountains Conservancy, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, and the Baldwin Hills and Urban Watersheds Conservancy on the Urban Natureways initiative and engage them as possible funders.

9. Report back in 180 days with a comprehensive status update on implementation progress, including completed General Plan amendments, preliminary recommendations,

interagency coordination efforts, and proposed next steps for piloting the LA County Urban Natureway Marketplace and accelerating the development of Urban Natureways.

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MOTION BY SUPERVISOR LINDSEY P. HORVATH

September 30, 2025

Proclaiming Banned Books Week October 5, 2025 in LA County

Banned Books Week was established in 1982 by an international coalition of organizations in response to a sharp rise in challenges to books in libraries, bookstores, and schools. This nationwide annual event unites librarians, authors, educators, booksellers, journalists, publishers, and readers in a shared commitment to the freedom to read and express ideas. The initiative highlights ongoing attempts across the country to remove or restrict access to books and raises awareness of the harmful effects of censorship. This year, Banned Books Week will take place from October 5–11, 2025. The theme, “Censorship Is So 1984. Read for Your Rights,” serves as a powerful reminder that the right to read belongs to everyone, that censorship has no place in a free society, and defending that right remains as important as ever.

Earlier this year, the American Library Association (ALA) released its highly anticipated *Top 10 Most Challenged Books* list as part of the 2025 *State of America’s Libraries Report*, which highlights how libraries continue to serve their communities amid growing threats to intellectual freedom. Book challenges have remained alarmingly

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high, with nearly 72% initiated not by parents, but by organized groups and elected officials. While some states enacted laws to restrict access to materials and intimidate library workers, there were also positive developments including court rulings and state-level actions that upheld the right to read and supported those who defend it. According to the ALA, 2,452 unique titles were banned or challenged in public, school, and academic libraries in 2024. The most commonly cited reasons for these censorship attempts included false claims of obscenity, the presence of LGBTQIA+ characters or themes, and the discussion of topics such as race, racism, equity, and social justice.

In an effort to expand access to library books, services, and resources, LA County Library developed the Books Unbanned digital card in response to a June 2023 [motion](#) from the Los Angeles County Board of Supervisors, authored by Supervisors Horvath and Hahn, which directed the Library to expand the availability of library cards to teens statewide in an effort to support young people without access to certain banned books, and to determine how to fund the purchase of additional eBook and audiobook copies of frequently banned titles. LA County Library's Books Unbanned initiative offers teenagers ages 13–18 across California free and unrestricted access to the department's entire digital eBook and audiobook collection on Libby, by OverDrive, which includes many frequently-banned titles, making it possible for teenagers to read what they want so they can develop their own informed opinions on various issues and topics. This is a partnership with the Public Libraries in Brooklyn, Seattle, Boston, and San Diego to help counteract the increasing number of book bans and challenges cropping up across the nation.

In February 2023, the Board of Supervisors voted to approve a [motion](#) authored

by Supervisors Horvath and Barger to ensure reliable access to reading materials for individuals incarcerated in Los Angeles County Jails. This initiative led to a formal partnership between LA County Library and the Los Angeles County Sheriff's Department, facilitating the donation of books to jail facilities. The program is promoted through the Library's website, where community members are encouraged to donate gently used books and materials at their nearest County library location. As of August 2025, the Library has provided LASD with over 1,100 boxes of donated materials, most of which consisted of paperback novels, magazines, self-help books, spiritual/religious books, and educational materials. This collaborative effort underscores the County's commitment to both supporting rehabilitation and education for those incarcerated and protecting the greater freedom to read.

On October 5, 2025, LA County Library will hold its inaugural *Next Chapter Writers' Summit*, a free daylong celebration of books, storytelling, and belonging at the West Hollywood Library, West Hollywood Aquatic Center and West Hollywood Park. This year's theme centers on celebrating LGBTQIA+ and BIPOC voices—writers whose stories, perspectives, and lived experiences are vital to a vibrant and diverse literary landscape, especially at a time when the freedom to read is under threat. The event is geared toward aspiring writers, devoted readers, and industry professionals and will bring together narratives from across Los Angeles County and beyond for an inspiring day of panels, author talks, workshops, and community connection. County Librarian, Dr. Skye Patrick, will engage in conversations with notable and award-winning authors Jacqueline Woodson, Justin Torres, and Adam Silvera.

At its core, Banned Books Week champions the freedom to read, which is a

fundamental right in any democratic society. Efforts to censor what people can read often limits access to diverse perspectives and voices. Over the past year, libraries and museums across the country have faced mass layoffs and funding restrictions, significantly impacting the programs and services they provide to their communities. These challenges only underscore the urgent need to advocate for access to information and institutions that protect intellectual freedom for all.

I, THEREFORE MOVE that the Board of Supervisors proclaim October 5-11, 2025, as Banned Books Week to celebrate the freedom to read and raise awareness about the harms caused by censorship.

I, FURTHER MOVE that the Board of Supervisors:

1. Direct all relevant County departments including but not limited to the Library, Parks and Recreation, Arts and Culture, Youth Development, Los Angeles County Office of Education, to share information about the Writers' Summit.
2. Instruct the Library and Public Defender's Office to meet with the Sheriff's Department on an annual basis to share information and updates about the Books for Jails Program.

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LH:rf