Board of Supervisors
Hilda L. Solis, First District
Holly J. Mitchell, Second District
Lindsey P. Horvath, Third District
Janice Hahn, Fourth District
Kathryn Barger, Fifth District

Board of Supervisors

Community Services Cluster Agenda Review Meeting

DATE: November 04, 2026 **REVISED**
TIME: 12:00 p.m. – 1:00 p.m
MEETING CHAIR: Guadalupe Duran-Medina, 1st Supervisorial District
CEO MEETING FACILITATOR: Matthew Liang

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

This meeting is **VIRTUAL ONLY**.

To participate in the meeting virtually, please call teleconference number 1 (323) 776-6996 and enter the following 645 473 299# or
Click here to **Join the meeting now**

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 (Public Works) for December 01, 2026 Board Agenda:
   MUNICIPAL SERVICES CORE SERVICE AREA
   ADOPT THE FINDINGS AND ORDERS
   OF THE BUILDING REHABILITATION APPEALS BOARD
   IN THE UNINCORPORATED AREA OF COVINA

   B. Board Letter (Public Works) for December 01, 2026 Board Agenda:
   MUNICIPAL SERVICES CORE SERVICE AREA
   ADOPT THE FINDINGS AND ORDERS
   OF THE BUILDING REHABILITATION APPEALS BOARD

IN THE UNINCORPORATED AREAS OF ACTON, AGUA DULCE, ALTADENA, CLAREMONT, LA CRESCENTA, LA VERNE, LANCASTER, LITTLEROCK, LLANO, PALMDALE, PASADENA, QUARTZ HILL, ROOSEVELT, SAUGUS, AND VAL VERDE

C. Board Letter (Public Works) for December 01, 2026 Board Agenda:
SERVICE CONTRACT
PUBLIC CONTRACTING & ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
ON-CALL LIGHT EMITTING DIODE STREETLIGHT
MAINTENANCE SERVICES
UNINCORPORATED COUNTY COMMUNITIES OF LOS ANGELES

D. Board Letter (Public Works) for December 01, 2026 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
SALE OF SURPLUS REAL PROPERTY
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO ATLANTIC RICHFIELD COMPANY
IN THE CITY OF GARDENA

E. Board Letter (Public Works - Capital Programs) for December 01, 2026 Board
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MOTHER'S BEACH RESTROOM AND
NON-MOTORIZED BOAT STORAGE PROJECT
APPROVE REVISED PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
APPROVE CONSTRUCTION CHANGE ORDERS
SPECS. 7721; CAPITAL PROJECT NO. 89109
FISCAL YEAR 2026-27

3. BOARD MOTIONS ITEM(S): NONE

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Briefing (Beaches and Harbors)
WINTER PREPAREDNESS & COASTAL RESILIENCE
Speaker: Gary Jones, Warren Ontiveros & Maria Romero

B. Board Briefing (Internal Services Department and Department of Public Health)
HEAT ORDINANCE IMPLEMENTATION INITIATIVES
UPDATE/NEXT STEPS – Added presentation from DPH
Speaker: Lujuana Medina (ISD) and Azar Kattan (DPH)

5. **PUBLIC COMMENTS** (1 minute 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	11/4/2026
BOARD MEETING DATE	12/1/2026
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Public Works
SUBJECT	Building Rehabilitation Appeals Board Findings and Orders in the Unincorporated Area of Covina
PROGRAM	N/A
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No
	If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.**
DEADLINES/ TIME CONSTRAINTS	N/A
COST & FUNDING	Total cost: $0.00 / Funding source: N/A
	TERMS (if applicable): N/A
	Explanation: There will be no increase in net County cost or negative fiscal impact. Costs of the abatement work are billed to the property owner(s). Failure to pay the bill will cause a special assessment to be placed on the tax bill and a Notice of Abatement Lien will be recorded against the property with the County Registrar-Recorder/County Clerk's office.
PURPOSE OF REQUEST	The recommended action supports abating public nuisances through rehabilitation procedures. The Los Angeles County Code, Title 26 - Building Code, authorizes the Building Rehabilitation Appeals Board (BRAB) to hear appeals related to public nuisances. Public Works is requesting Board approval to adopt the BRAB's findings and orders to abate nuisances, such as trash, junk, debris, discarded furniture and appliances, inoperable vehicles, miscellaneous personal property, and overgrown vegetation, at the following locations: • 16676 Kingside Drive, Covina, CA 91722 • 4008 North Irwindale Avenue, Covina, CA 91722
BACKGROUND (include internal/external issues that may exist	California Government Code Section 25845 requires that property owners be given an opportunity to appear before the Board and be heard before the County abates a nuisance. The Board has delegated this hearing to the BRAB, which must provide a written recommendation to the Board.

including any related motions)	Public Works took the following administrative actions to correct the public nuisances identified at the properties: • Initiated Informal Notice process but resulted in no compliance from the property owner(s). • Initiated Formal Letter process but resulted in no compliance from the property owner(s). • Initiated the BRAB Hearing process. • Recommend the Board adopt the findings and orders of the BRAB.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: This Board agenda item supports Board Priority No. 7, Sustainability, by abating public nuisances and working towards the vision of making the County healthier, more livable, economically stronger, more equitable, and more resilient.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Ramirez, Deputy Director, (626) 458-4004, Cell (626) 434-5219, luramire@pw.lacounty.gov.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

MARK PESTRELLA, Director

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

IN REPLY PLEASE
REFER TO FILE:

December 1, 2026

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:

MUNICIPAL SERVICES CORE SERVICE AREA
ADOPT THE FINDINGS AND ORDERS OF THE
BUILDING REHABILITATION APPEALS BOARD IN THE
UNINCORPORATED AREA OF COVINA
(SUPERVISORIAL DISTRICT 1)
(3-VOTES)

SUBJECT

Public Works is seeking Board approval to adopt the findings and orders of the Building Rehabilitation Appeals Board pursuant to the Los Angeles County Code, Title 26 - Building Code, for the arrest and abatement of neighborhood deterioration and the elimination of unsightly, unsafe, and unhealthy conditions, which constitute a public nuisance.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the findings and orders of the Building Rehabilitation Appeals Board that provide for the abatement of public nuisances at the following locations:

    - 16676 Kingside Drive, Covina, CA 91722
    - 4008 North Irwindale Avenue, Covina, CA 91722

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide for the abatement of public nuisances through rehabilitation procedures. The Los Angeles County Code, Title 26 - Building Code, provides for a Building Rehabilitation Appeals Board (BRAB) to hear appeals on matters concerning public nuisances.

The action will provide for the arrest and abatement of neighborhood deterioration and the elimination of unsightly, unsafe, and unhealthy conditions, which constitute a public nuisance. It will also improve the quality of life for the surrounding neighborhoods and the overall County community.

Implementation of Strategic Plan Goals

The recommendation supports the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal C, Public Safety, Strategy i, Prevention, Protection & Safety, by providing services to the public that have a wide-reaching positive effect on the entire community by abating conditions that constitute a public nuisance. The recommendation also supports North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iv, Environmental Justice, by allowing the County, when necessary, to take actions to demolish unsafe structures and clean up unsightly properties that pose health and safety threats to the community.

FISCAL IMPACT/FINANCING

There will be no increase in net County cost or negative fiscal impact. Costs of the abatement work are billed to the property owner(s). Failure to pay the bill will cause a special assessment to be placed on the tax bill and a Notice of Abatement Lien will be recorded against the property with the County Registrar-Recorder/County Clerk's office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County will abate public nuisances through Public Works personnel and/or on-call contract services or Departmental Service Orders with the Internal Services Department and Department of Agricultural Commissioner/Weights and Measures.

The Los Angeles County Code, Title 26 - Building Code, provides for the abatement of public nuisances through rehabilitation procedures contained in Chapter 99.

DRAFT

California Government Code Section 25845 requires that the property owner(s) be provided an opportunity to appear before the Board of Supervisors and be heard before the County proceeds with abatement of any nuisance. However, the Board adopted modified procedures that delegated the required hearing to the BRAB with the requirement that the BRAB make a written recommendation to the Board.

The BRAB conducted the required hearing for the properties listed below on September 9, 2026. The BRAB considered all competent evidence and testimony offered by all persons pertaining to the matters of the substandard properties. The BRAB made a finding of facts in the matter and declared the following properties a public nuisance. The Board may either adopt these findings and orders of the BRAB without further notice of hearing or may set the matter for a de novo hearing before the Board.

ADDRESS: 16676 Kingside Drive, Covina, CA 91722
Finding and Order: The BRAB made a finding that by January 7, 2027, all inoperable vehicles and parts thereof be removed; the property must be cleared of all trash, junk, debris, miscellaneous personal property, all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 4008 North Irwindale, Covina, CA 91722
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, discarded household furniture and appliances, and miscellaneous personal property; and the property be maintained clear thereafter.

ENVIRONMENTAL DOCUMENTATION

Find that the action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects as a result of adopting the findings and orders of the BRAB.

CONCLUSION

The BRAB confirmed the County Building Official's findings that the listed properties are substandard because they are injurious to health, offensive to the senses, and obstruct the free use of neighboring properties that interfere with the comfortable enjoyment of life and property.

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Please return one adopted copy of this Board letter to Public Works, Building and Safety Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:TM:ir

cc: Chief Executive Office (Christine Frias, Cynthia Zapata)
County Counsel
Executive Office, Board of Supervisors

DRAFT

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	11/4/2026
BOARD MEETING DATE	12/1/2026
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☒ 5th
DEPARTMENT(S)	Public Works
SUBJECT	Building Rehabilitation Appeals Board Findings and Orders in the Unincorporated Areas of Acton, Agua Dulce, Altadena, Claremont, La Crescenta, La Verne, Lancaster, Littlerock, Llano, Palmdale, Pasadena, Quartz Hill, Roosevelt, Saugus, and Val Verde
PROGRAM	N/A
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.**
DEADLINES/ TIME CONSTRAINTS	N/A
COST & FUNDING	Total cost: $0.00 | Funding source: N/A TERMS (if applicable): N/A Explanation: There will be no increase in net County cost or negative fiscal impact. Costs of the abatement work are billed to the property owner(s). Failure to pay the bill will cause a special assessment to be placed on the tax bill and a Notice of Abatement Lien will be recorded against the property with the County Registrar-Recorder/County Clerk's office.
PURPOSE OF REQUEST	The recommended action supports abating public nuisances through rehabilitation procedures. The Los Angeles County Code, Title 26 - Building Code, authorizes the Building Rehabilitation Appeals Board (BRAB) to hear appeals related to public nuisances. Public Works is requesting Board approval to adopt the BRAB's findings and orders to abate nuisances, such as trash, junk, debris, discarded furniture and appliances, and miscellaneous personal property at the following locations: • 6110 Valley Sage Road, Acton, CA 93510 • 821 Foreston Drive, Acton, CA 93550 • 11046 Mint Canyon Road, Agua Dulce, CA 91390 • 11052 Mint Canyon Road, Agua Dulce, CA 91390 • 2114-2116 North Raymond Avenue, Altadena, CA 91001 • 2912 Sterling Place, Altadena, CA 91001 • 3180 Crestford Drive, Altadena, CA 91001 • 4730 Palmer Canyon Road, Claremont, CA 91711

	• 4939 Palmer Canyon Road, Claremont, CA 91711 • 5013 Palmer Canyon Road, Claremont, CA 91711 • 5023 Palmer Canyon Road, Claremont, CA 91711 • 4740 La Crescenta Avenue, La Crescenta, CA 91214 • 710 Payson Street, La Verne, CA 91750 • 12105 East Avenue F-6, Lancaster, CA 93535 • 2863 East Avenue H, Lancaster, CA 93535 • 41116 163rd Street East, Lancaster, CA 93535 • 44303 87th Street East, Lancaster, CA 93535 • 49846 110th Street West, Lancaster, CA 93535 • 50216 255th Street West, Lancaster, CA 93536 • 5134 West Avenue K-10, Lancaster, CA 93536 • 5160 East Avenue K-6, Lancaster, CA 93535 • 5210 Columbia Way, Lancaster, CA 93535 • 5358 West Avenue L-4, Lancaster, CA 93536 • 10026 East Avenue S-8, Littlerock, CA 93543 • 10707 East Avenue S, Littlerock, CA 93543 • 10754 East Avenue R-2, Littlerock, CA 93543 • 36318 82nd Street East, Littlerock, CA 93543 • 36345 87th Street East, Littlerock, CA 93543 • 8804 East Avenue T-2, Littlerock, CA 93543 • 9314 East Avenue T-4, Littlerock, CA 93543 • 9847 East Avenue S-10, Littlerock, CA 93543 • 20754 Fort Tejon Road, Llano, CA 93544 • 17718 Highacres Avenue, Palmdale, CA 93591 • 1717 North Michigan Avenue, Pasadena, CA 91104 • 564 Woodward Boulevard, Pasadena, CA 91107 • 6226 Corinthian Place, Quartz Hill, CA 93536 • 46041 Challenger Way, Roosevelt, CA 93535 • 23406 Lady Linda Lane, Saugus, CA 91390 • 29052 Val Verde Road, Val Verde, CA 91384 • 29054 Val Verde Road, Val Verde, CA 91384 • 29630 Central Avenue, Val Verde, CA 91384
BACKGROUND (include internal/external issues that may exist including any related motions)	California Government Code Section 25845 requires that property owners be given an opportunity to appear before the Board and be heard before the County abates a nuisance. The Board has delegated this hearing to the BRAB, which must provide a written recommendation to the Board. Public Works took the following administrative actions to correct the public nuisances identified at the properties: • Initiated Informal Notice process but resulted in no compliance from the property owner(s). • Initiated Formal Letter process but resulted in no compliance from the property owner(s). • Initiated the BRAB Hearing process. • Recommend the Board adopt the findings and orders of the BRAB.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: This Board agenda item supports Board Priority No. 7, Sustainability, by abating public nuisances and working towards the vision of making the County healthier, more livable, economically stronger, more equitable, and more resilient.

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Ramirez, Deputy Director, (626) 458-4004, Cell (626) 434-5219, luramire@pw.lacounty.gov.

COUNTY OF LOS ANGELES

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MARK PESTRELLA, Director

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

December 1, 2026

IN REPLY PLEASE
REFER TO FILE:

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

Dear Supervisors:

MUNICIPAL SERVICES CORE SERVICE AREA
ADOPT THE FINDINGS AND ORDERS OF THE
BUILDING REHABILITATION APPEALS BOARD IN THE
UNINCORPORATED AREAS OF ACTON, AGUA DULCE, ALTADENA,
CLAREMONT, LA CRESCENTA, LA VERNE, LANCASTER, LITTLEROCK, LLANO,
PALMDALE, PASADENA, QUARTZ HILL, ROOSEVELT, SAUGUS, AND
VAL VERDE
(SUPERVISORIAL DISTRICT 5)
(3-VOTES)

SUBJECT

Public Works is seeking Board approval to adopt the findings and orders of the Building Rehabilitation Appeals Board pursuant to the Los Angeles County Code, Title 26 - Building Code, for the arrest and abatement of neighborhood deterioration and the elimination of unsightly, unsafe, and unhealthy conditions, which constitute a public nuisance.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the findings and orders of the Building Rehabilitation Appeals Board that provide for the abatement of public nuisances at the following locations:

    - 6110 Valley Sage Road, Acton, CA 93510
    - 821 Foreston Drive, Acton, CA 93510
    - 11046 Mint Canyon Road, Agua Dulce, CA 91390
    - 11052 Mint Canyon Road, Agua Dulce, CA 91390
    - 2114-2116 North Raymond Avenue, Altadena, CA 91001

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- 2912 Sterling Place, Altadena, CA 91001
- 3180 Crestford Drive, Altadena, CA 91001
- 4730 Palmer Canyon Road, Claremont, CA 91711
- 4939 Palmer Canyon Road, Claremont, CA 91711
- 5013 Palmer Canyon Road, Claremont, CA 91711
- 5023 Palmer Canyon Road, Claremont, CA 91711
- 4740 La Crescenta Avenue, La Crescenta, CA 91214
- 710 Payson Street, La Verne, CA 91750
- 12105 East Avenue F-6, Lancaster, CA 93535
- 2863 East Avenue H, Lancaster, CA 93535
- 41116 163rd Street East, Lancaster, CA 93535
- 44303 87th Street East, Lancaster, CA 93535
- 49846 110th Street West, Lancaster, CA 93535
- 50216 255th Street West, Lancaster, CA 93536
- 5134 West Avenue K-10, Lancaster, CA 93536
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- 29630 Central Avenue, Val Verde, CA 91384

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to provide for the abatement of public nuisances through rehabilitation procedures. The Los Angeles County Code, Title 26 - Building Code, provides for a Building Rehabilitation Appeals Board (BRAB) to hear appeals on matters concerning public nuisances.

The actions will provide for the arrest and abatement of neighborhood deterioration and the elimination of unsightly, unsafe, and unhealthy conditions, which constitute a public nuisance. These actions will also improve the quality of life for the surrounding neighborhoods and the overall County community.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal C, Public Safety, Strategy i, Prevention, Protection & Safety, by providing services to the public that have a wide-reaching positive effect on the entire community by abating conditions that constitute a public nuisance. The recommendations also support North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iv, Environmental Justice, by allowing the County, when necessary, to take actions to demolish unsafe structures and clean up unsightly properties that pose health and safety threats to the community.

FISCAL IMPACT/FINANCING

There will be no increase in net County cost or negative fiscal impact. Costs of the abatement work are billed to the property owner(s). Failure to pay the bill will cause a special assessment to be placed on the tax bill and a Notice of Abatement Lien will be recorded against the property with the County Registrar-Recorder/County Clerk's office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County will abate public nuisances through Public Works personnel and/or on-call contract services or Departmental Service Orders with the Internal Services Department and Department of Agricultural Commissioner/Weights and Measures.

The Los Angeles County Code, Title 26 - Building Code, provides for the abatement of public nuisances through rehabilitation procedures contained in Chapter 99.

DRAFT

California Government Code Section 25845 requires that the property owner(s) be provided an opportunity to appear before the Board of Supervisors and be heard prior to abatement of the nuisance(s) by the County. However, the Board adopted modified procedures that delegated the required hearing to the BRAB with the requirement that the BRAB make a written recommendation to the Board.

The BRAB conducted the required hearing for the properties listed below on September 9, 2026. The BRAB considered all competent evidence and testimony offered by all persons pertaining to the matters of the substandard properties. The BRAB made a finding of facts in the matter and declared the following properties a public nuisance. The Board may either adopt these findings and orders of the BRAB without further notice of hearing or may set the matter for a de novo hearing before the Board.

ADDRESS: 6110 Valley Sage Road, Acton, CA 93510
Finding and Orders: The BRAB made a finding that by January 7, 2027, all wrecked, dismantled, or inoperable vehicles or parts thereof be removed; the property must be cleared of all trash, junk, debris, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 821 Foreston Drive, Acton, CA 93510
Finding and Orders: The BRAB made a finding that by January 7, 2027, all inoperable vehicles be removed; the property must be cleared of all trash, junk, debris, discarded household furniture, construction debris, and miscellaneous personal property; and the property be maintained clear thereafter.

ADDRESS: 11046 Mint Canyon Road, Agua Dulce, CA 91390
Finding and Orders: The BRAB made a finding that by January 7, 2027, all inoperable vehicles, trailers, campers, or parts thereof be removed; the property must be cleared of all trash, junk, debris, discarded household furniture and appliances, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 11052 Mint Canyon Road, Agua Dulce, CA 91390
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, and miscellaneous personal property; and the property be maintained clear thereafter.

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ADDRESS: 2114-2116 North Raymond Avenue, Altadena, CA 91001
Finding and Orders: The BRAB made a finding that by January 7, 2027, all abandoned, wrecked, dismantled, or inoperable vehicles or parts thereof be removed; the property must be cleared of all trash, junk, debris, and all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 2912 Sterling Place, Altadena, CA 91001
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, discarded household furniture and appliances, miscellaneous personal property, and all overgrown vegetation; the structure(s) be repaired to code, rebuilt to code, or demolished (demolition includes the removal of all foundations, slabs, walks, driveways, debris, and the proper abandonment of any sewer or sewage disposal system); and the property be maintained clear thereafter. If substantial progress is demonstrated, the compliance deadline may be extended to February 6, 2027.

ADDRESS: 3180 Crestford Drive, Altadena, CA 91001
Finding and Orders: The BRAB made a finding that by January 7, 2027, all inoperable vehicles or parts thereof be removed; the property must be cleared of all trash, junk, debris, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 4730 Palmer Canyon Road, Claremont, CA 91711
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, and miscellaneous personal property; and the property be maintained clear thereafter.

ADDRESS: 4939 Palmer Canyon Road, Claremont, CA 91711
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, and miscellaneous personal property; and the property be maintained clear thereafter.

ADDRESS: 5013 Palmer Canyon Road, Claremont, CA 91711
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, and miscellaneous; and the property be maintained clear thereafter.

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ADDRESS: 5023 Palmer Canyon Road, Claremont, CA 91711
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, and miscellaneous personal property; and the property be maintained clear thereafter.

ADDRESS: 4740 La Crescenta Avenue, La Crescenta, CA 91214
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, and miscellaneous personal property; and the property be maintained clear thereafter.

ADDRESS: 710 Payson Street, La Verne, CA 91750
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all overgrown vegetation; the structure(s) be repaired to code, rebuilt to code, or demolished (demolition includes the removal of all foundations, slabs, walks, driveways, debris, and the proper abandonment of any sewer or sewage disposal system); and the property be maintained clear thereafter.

ADDRESS: 12105 East Avenue F-6, Lancaster, CA 93535
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, discarded household furniture and appliances, and miscellaneous personal property; and the property be maintained clear thereafter.

ADDRESS: 2863 East Avenue H, Lancaster, CA 93535
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, discarded household furniture, tires, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 41116 163rd Street East, Lancaster, CA 93535
Finding and Orders: The BRAB made a finding that by January 7, 2027, all wrecked, dismantled, or inoperable vehicles, recreational vehicles, tires, or parts thereof be removed; the property must be cleared of all trash, junk, debris, discarded household furniture, neglected machinery, and broken equipment; and the property be maintained clear thereafter.

ADDRESS: 44303 87th Street East, Lancaster, CA 93535
Finding and Orders: The BRAB made a finding that by January 7, 2027, all inoperable vehicles, trailers, or campers or parts thereof be removed; the property must be cleared of all trash, junk, debris, discarded household furniture and appliances, broken

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equipment, tires, miscellaneous personal property, all overgrown vegetation, and dead trees; and the property be maintained clear thereafter.

ADDRESS: 49846 110th Street West, Lancaster, CA 93535
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, discarded household furniture, miscellaneous personal property, and all overgrown vegetation; the structure(s) be repaired to code, rebuilt to code, or demolished (demolition includes the removal of all foundations, slabs, walks, driveways, debris, and the proper abandonment of any sewer or sewage disposal system); and the property be maintained clear thereafter.

ADDRESS: 50216 255th Street West, Lancaster, CA 93536
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all overgrown vegetation; the structure be repaired to code, rebuilt to code, or demolished (demolition includes the removal of all foundations, slabs, walks, driveways, debris, and the proper abandonment of any sewer or sewage disposal system); and the property be maintained clear thereafter.

ADDRESS: 5134 West Avenue K-10, Lancaster, CA 93536
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, and miscellaneous personal property; and the property be maintained clear thereafter.

ADDRESS: 5160 East Avenue K-6, Lancaster, CA 93535
Finding and Orders: The BRAB made a finding that by January 7, 2027, all inoperable vehicles, trailers, boats, airplanes, and other mobile equipment be removed; the property must be cleared of all trash, junk, debris, discarded household furniture, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 5210 Columbia Way, Lancaster, CA 93535
Finding and Orders: The BRAB made a finding that by January 7, 2027, all dismantled vehicle parts thereof be removed; the property must be cleared of all trash, junk, debris, discarded household furniture, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 5358 West Avenue L-4, Lancaster, CA 93536
Finding and Orders: The BRAB made a finding that by January 7, 2027, all inoperable vehicles or parts thereof be removed; the property must be cleared of all trash, junk,

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debris, discarded household furniture and equipment, and miscellaneous personal property; and the property be maintained clear thereafter.

ADDRESS: 10026 East Avenue S-8, Littlerock, CA 93543
Finding and Orders: The BRAB made a finding that by January 7, 2027, all inoperable vehicles be removed; the property must be cleared of all trash, junk, debris, discarded household furniture, construction debris, and miscellaneous personal property; and the property be maintained clear thereafter.

ADDRESS: 10707 East Avenue S, Littlerock, CA 93543
Finding and Orders: The BRAB made a finding that by January 7, 2027, the structure be repaired to code; and the property be maintained clear thereafter.

ADDRESS: 10754 East Avenue R-2, Littlerock, CA 93543
Finding and Orders: The BRAB made a finding that by January 7, 2027, all wrecked, dismantled, or inoperable vehicles or parts thereof be removed; the property must be cleared of all trash, junk, debris, and miscellaneous personal property; and the property be maintained clear thereafter.

ADDRESS: 36318 82nd Street East, Littlerock, CA 93543
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, discarded household furniture, appliances, abandoned or broken equipment, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 36345 87th Street East, Littlerock, CA 93543
Finding and Orders: The BRAB made a finding that by January 7, 2027, all inoperable trailers or campers or parts thereof be removed; the property must be cleared of all trash, junk, debris, discarded household furniture, miscellaneous personal property, construction material, overgrown vegetation, and dead trees; and the property be maintained clear thereafter.

ADDRESS: 8804 East Avenue T-2, Littlerock, CA 93543
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all junk, debris, appliances, all overgrown vegetation, dead trees, and weeds; and the property be maintained clear thereafter.

ADDRESS: 9314 East Avenue T-4, Littlerock, CA 93543
Finding and Orders: The BRAB made a finding that by January 7, 2027, all wrecked, dismantled, or inoperable vehicles or parts thereof be removed; the property must be

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cleared of all trash, junk, debris, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 9847 East Avenue S-10, Littlerock, CA 93543
Finding and Orders: The BRAB made a finding that by January 7, 2027, all abandoned, wrecked, dismantled, or inoperable vehicles, trailers, or campers or parts thereof be removed; the property must be cleared of all trash, junk, debris, discarded household furniture, miscellaneous personal property, neglected equipment, and all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 20754 Fort Tejon Road, Llano, CA 93544
Finding and Orders: The BRAB made a finding that by January 7, 2027, all abandoned or inoperable campers be removed; the property must be cleared of all trash, junk, debris, broken equipment, discarded household furniture and appliances, miscellaneous personal property, and all overgrown vegetation; the structure(s) be repaired to code, rebuilt to code, or demolished (demolition includes the removal of all foundations, slabs, walks, driveways, debris, and the proper abandonment of any sewer or sewage disposal system); and the property be maintained clear thereafter.

ADDRESS: 17718 Highacres Avenue, Palmdale, CA 93591
Finding and Orders: The BRAB made a finding that by January 7, 2027, all wrecked, dismantled, or inoperable vehicles or parts thereof be removed; the property must be cleared of all trash, junk, debris, and miscellaneous personal property; and the property be maintained clear thereafter.

ADDRESS: 1717 North Michigan Avenue, Pasadena, CA 91104
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, discarded household furniture, broken equipment, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 564 Woodward Boulevard, Pasadena, CA 91107
Finding and Orders: The BRAB made a finding that by January 7, 2027, all wrecked, dismantled, or inoperable vehicles or parts thereof be removed; the property must be cleared of all trash, junk, debris, discarded household furniture and appliances, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

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ADDRESS: 6226 Corinthian Place, Quartz Hill, CA 93536
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, and miscellaneous personal property; and the property be maintained clear thereafter.

ADDRESS: 46041 Challenger Way, Roosevelt, CA 93535
Finding and Orders: The BRAB made a finding that by January 7, 2027, all inoperable trailers or campers be removed; the property must be cleared of all trash, junk, debris, discarded household furniture, tires, and appliances, and miscellaneous personal property; and the property be maintained clear thereafter.

ADDRESS: 23406 Lady Linda Lane, Saugus, CA 91390
Finding and Orders: The BRAB made a finding that by January 7, 2027, all abandoned, wrecked, dismantled, or inoperable vehicles, trailers, campers, or boats or parts thereof be removed; the property must be cleared of all trash, junk, debris, machinery, miscellaneous personal property, and dead tree branches; and the property be maintained clear thereafter.

ADDRESS: 29052 Val Verde Road, Val Verde, CA 91384
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, discarded household furniture and appliances, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 29054 Val Verde Road, Val Verde, CA 91384
Finding and Orders: The BRAB made a finding that by January 7, 2027, the property must be cleared of all trash, junk, debris, discarded household furniture and appliances, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

ADDRESS: 29630 Central Avenue, Val Verde, CA 91384
Finding and Orders: The BRAB made a finding that by January 7, 2027, all abandoned or inoperable tractors or vehicles or parts thereof be removed; the property must be cleared of all trash, junk, debris, discarded household furniture and appliances, and miscellaneous personal property; and the property be maintained clear thereafter.

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ENVIRONMENTAL DOCUMENTATION

Find that the action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects as a result of adopting the findings and orders of the BRAB.

CONCLUSION

The BRAB confirmed the County Building Official's findings that the listed properties are substandard because they are injurious to health, offensive to the senses, and obstruct the free use of neighboring properties that interfere with the comfortable enjoyment of life and property.

Please return one adopted copy of this Board letter to Public Works, Building and Safety Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:TM:ir

cc: Chief Executive Office (Christine Frias, Cynthia Zapata)
County Counsel
Executive Office, Board of Supervisors

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BOARD LETTER
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	11/4/2026	
BOARD MEETING DATE	12/1/2026	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th	
DEPARTMENT(S)	Public Works	
SUBJECT	On-call light emitting diode streetlight maintenance services contract	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.**	
DEADLINES/ TIME CONSTRAINTS	The current contract has been extended for a period not to exceed 180 days and will expire upon commencement of this contract. The award of this contract will continue the current services by the recommended contractor.	
COST & FUNDING	Total cost: $14,787,630	Funding source: Funding for this service is included in the Lighting Maintenance District 1687 Fund (F46) Fiscal Year 2026-27 Budget. Funds to finance the contract's optional terms and 10 percent additional funding for contingencies will be requested through the annual budget process.
	TERMS (if applicable): This contract will be for a period of 3 years with two 2-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 90 months.	
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a service contract to Yunex, LLC, for on-call light emitting diode streetlight maintenance services located throughout the unincorporated communities of Los Angeles County within County Lighting Maintenance District 1687 and contract cities.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed contract will provide on-call and intermittent maintenance and repair services for approximately 30,000 streetlights (collectively known as the County street lighting system) and additional assistance with County contracted city streetlights within the unincorporated County areas and contract cities for streetlight maintenance, emergency repairs, and components replacement. This contract is required to ensure rapid response times for outages, manage maintenance demands, and keep critical streetlight infrastructure operational. By implementing this contract, residents and motorists will benefit from well-lit, safer roadways, and reduced nighttime traffic hazards.	

EQUITY INDEX OR LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: Public Works participated in two business outreach events: Carpenters Apprentice Tour and Women in Trades Advisory Council, with a combined total of 25 attendees. Public Works notified 29,148 subscribers using our weekly GovDelivery notification and in the "Do Business with Public Works" website. Public Works also notified 1,763 Local Small Business Enterprises, 211 Disabled Veteran Business Enterprises, 136 Social Enterprises, 1,098 Community Business Enterprises, 1,385 Community-Based Organizations, and advertised in regional and small newspapers in each supervisorial district. The Department of Economic Opportunity conducted a focused outreach and informed 43 related businesses about this business opportunity. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Board Priority No. 7, Sustainability: This contract will ensure proper streetlight maintenance and operations within the unincorporated County areas and contract cities.
DEPARTMENTAL CONTACTS	Name, Title, Phone #, & Email: Geetha Shan, Deputy Director, (626) 458-4008, cell (626) 721-2925, gshan@pw.lacounty.gov

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

MARK PESTRELLA, Director

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

IN REPLY PLEASE
REFER TO FILE:

December 1, 2026

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

Dear Supervisors:

SERVICE CONTRACT
PUBLIC CONTRACTING & ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
ON-CALL LIGHT EMITTING DIODE STREETLIGHT
MAINTENANCE SERVICES
UNINCORPORATED COUNTY COMMUNITIES OF LOS ANGELES
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)

SUBJECT

Public Works is seeking Board approval to award a service contract to Yunex, LLC, for on-call light emitting diode streetlight maintenance services throughout the unincorporated County communities of Los Angeles within County Lighting Maintenance District 1687 and contract cities.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter.

2. Award and delegate authority to the Director of Public Works or his designee to execute a contract with Yunex, LLC, for on-call light emitting diode streetlight maintenance services. This contract will be for a period of 3 years with

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two 2-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 90 months and a maximum potential contract sum of $14,787,630. This contract will be subject to the additional extension provisions.

3. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract expiration date as necessary to complete those additional services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given work order, and (3) necessary for the completion of that given work order.

4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Yunex, LLC, has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate the contract for convenience if it is in the best interest of the County to do so.

5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract, if required, and to annually adjust the contract sum for each year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award a contract to provide on-call and intermittent maintenance and repair services for approximately 30,000 streetlights (collectively known as the County street lighting system) and additional assistance with County contracted city streetlights within the unincorporated County areas and contract cities.

The work to be performed will consist of responding to streetlight pole knockdowns 24/7; removal and disposal of damaged poles; cleaning and preparing the area to ensure safety; notifying Public Works Streetlighting Group of any concerns, matters, issues, or discrepancies; and providing pictures and assessments of anchor bolts and foundations; procuring streetlight poles, luminaire arms, and luminaire replacements; scheduling and

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installing new streetlight poles with wiring; installing overhead wiring where required; splicing streetlight wiring and fuse kits; and ensuring streetlights are operational. In addition, all repairs or replacements of non-functioning streetlight luminaires will match existing field conditions. Ultimately, Public Works is seeking contracted services to prevent operational delays in street lighting maintenance service.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal C, Public Safety, Strategy i, Prevention, Protection & Security, and Strategy ii, Operational Enhancement, by contracting with a contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual cost is $1,792,440 plus 10 percent of the annual contract sum for additional work within the scope of the contract and cost-of-living adjustments in accordance with the contract. The contract's initial term is for 3 years, commencing upon Board of Supervisors approval and final execution by both parties, whichever occurs last, with two additional 2-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 90 months with an estimated maximum potential contract sum of $14,787,630. This amount is based on the hourly rates quoted by the contractor and Public Works' estimated annual utilization of the contractor's services. Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding.

Funding for this service is included in the Lighting Maintenance District 1687 Fund (F46) Fiscal Year 2026-27 Budget. Funds to finance the contract's optional terms and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contract as to form, which is substantially similar to the enclosed draft agreement (Enclosure A). The recommended contract with Yunex, LLC,

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was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The expiration of the contract is subject to the following conditions: where services for a given project have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be extended solely to allow for the completion of such services.

A standard service contract was used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B provides the proposer's utilization participation details and Community Business Enterprise information, including identification of its status as minority, women, disadvantaged, disabled veteran, and LGBTQ+ business enterprises, which were submitted in its proposal. 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.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from the California Environmental Quality Act. The project to update and maintain street lighting is within the class of projects that have been determined not to have a significant effect on the environment, which meets the criteria set forth in Section 15301(c) of the California Environmental Quality Act Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

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

CONTRACTING PROCESS

On December 16, 2025, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the *Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Signal (Santa Clarita), World Journal, Daily Commerce, The Malibu Times, Press Telegram,* and *Pasadena Star News*. Public Works also informed 1,763 Local Small Business Enterprises, 211 Disabled Veteran Business Enterprises, 136 Social Enterprises, 1,098 Community Business Enterprises, and 1,385 Community-Based Organizations.

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Additionally, the Department of Economic Opportunity conducted a focused outreach and informed 43 related businesses about this business opportunity. A total of 25 firms subsequently downloaded the RFP, and 3 firms participated in the optional proposers' conference.

On March 16, 2026, two proposals were received. One proposal was disqualified for failure to meet the minimum requirements of the RFP. The remaining 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, and equipment 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, Yunex, LLC. Public Works determined the contractor's price to be reasonable for the work requested. Public Works also notified the applicable union (Los Angeles & Orange County Building and Construction Trades Council) on this solicitation.

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

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CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Operational Services Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:ao

Enclosures

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

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Enclosure A

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

YUNEX LLC

ON-CALL LIGHT EMITTING DIODE STREETLIGHT MAINTENANCE SERVICES

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EXHIBITS

A Statement of Work and Attachments

Attachment 1: Performance Requirements Summary

Attachment 2: Map of LA County Distribution of Acquired Streetlights

Attachment 3: LA County Inventory of Acquired Streetlights

Attachment 4: Recycling and Reuse Plan

Attachment 5: Underground-Fed Streetlight Fuse Installation Procedure

Attachment 6: Overhead-Fed Streetlight Fuse Installation Procedure

B Pricing Schedule

C County's Administration

D Contractor's Administration

E Forms Required at the Time of Contract Execution

E1 Contractor Acknowledgement and Confidentiality Agreement

F Internal Revenue Service Notice 1015

G Defaulted Property Tax Reduction Program

H Contractor's Proposal

CONTRACT BETWEEN
COUNTY OF LOS ANGELES AND YUNEX LLC
FOR
ON-CALL LIGHT EMITTING DIODE STREETLIGHT MAINTENANCE SERVICES (BRC0000583)

This Contract ("Contract") is made and entered into on Enter Date ("Execution Date"), by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic), hereinafter referred to as "County," and Yunex, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Contractor." Yunex, LLC is located at 1026 East Lacy Avenue, Anaheim, CA 92805. COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

RECITALS

WHEREAS, the County may contract with private businesses for On-Call Light Emitting Diode Streetlight Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing On-Call Light Emitting Diode Streetlight Maintenance Services; and

WHEREAS, Contract was approved by the Board of Supervisors on Enter Date; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through H; the Request for Proposals; and Notices to Proposers to the Request for Proposals are attached herein and form a part of this Contract herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
	Attachment 1: Performance Requirements Summary
	Attachment 2: Map of LA County Distribution of Acquired Streetlights
	Attachment 3: LA County Inventory of Acquired Streetlights
	Attachment 4: Recycling and Reuse Plan
	Attachment 5: Underground-Fed Streetlight Fuse Installation Procedure
	Attachment 6: Overhead-Fed Streetlight Fuse Installation Procedure
Exhibit B	Pricing Schedule
Exhibit C	County's Administration
Exhibit D	Contractor's Administration
Exhibit E	Forms Required at the Time of Contract Execution
	E1 Contractor Acknowledgement and Confidentiality Agreement
Exhibit F	Internal Revenue Service Notice 1015
Exhibit G	Defaulted Property Tax Reduction Program
Exhibit H	Contractor's Proposal

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

2.1.1 **Agreement:** The written, signed accord covering the performance of the requested service.

2.1.2 **Board of Supervisors (Board)**: The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District acting as governing body.

2.1.3 **Contract**: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.

2.1.4 **Contract Work or Work**: The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

2.1.5 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

2.1.6 **Contractor's Contract Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.

2.1.7 **County:** Includes County of Los Angeles, Los Angeles County Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer. Where the contracting party is a District, the term County includes the County and the contracting District.

2.1.8 **County's Contract Analyst**: The person designated by the County to manage and facilitate the administrative functions of the Contract.

2.1.9 **County's Contract Manager**: Person designated by County's Project Director to manage the operations under this Contract.

2.1.10 **County Observed Holidays**: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website https://lacounty.gov/government/about-la-county/.

2.1.11 **Day(s)**: Calendar day(s) unless otherwise specified.

2.1.12 **Department:** The County of Los Angeles Department of Public Works, which is entering into this Contract on behalf of the County of Los Angeles.

2.1.13 **Direct Employee:** Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

2.1.14 **Director:** Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

2.1.15 **District:** Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

2.1.16 **Employee Leasing:** Any agreement to employ any worker, at any tier, that is not: a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.

2.1.17 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.18 **Maximum Contract Sum:** The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

2.1.19 **Proposal:** The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

2.1.20 **Proposer:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

2.1.21 **Public Works:** Los Angeles County Public Works.

2.1.22 **Statement of Work**: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

2.1.23 **Solicitation:** Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

2.1.24 **Specifications:** The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

2.1.25 **Subcontract:** An agreement by the Contractor to employ a subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier, to provide services to fulfill this Contract.

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

2.2 Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party will be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy will not be construed against either party.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The initial term of this Contract will be for a period of 3 years commencing upon Board's approval and final execution of this Agreement by both Parties, whichever occurs last, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to renew this Contract term for up to two additional two (2) year periods and six (6) month-to-month extensions, for a maximum total Contract term of 7-years and 6-months. Each such renewal option may be exercised at the sole discretion of the Director, or their designee, as authorized by the Board.

4.3 Contractor Alert Reporting Database (CARD): The County maintains a database that tracks/monitors Contractor performance history. Information entered into the

database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

4.5 The County, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Paragraph 8.1.3, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. If the County authorizes the Contractor in writing to perform services on a given work order prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial statement of work and are necessary for the completion of a given project.

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Pricing Schedule set forth in Exhibit B, an amount not to exceed $1,792,440 per year, or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25% from the previous contract terms will be applied to subsequent renewal terms.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever

incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

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

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

In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

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

5.5 Invoices and Payments

5.5.1 County requires information on Contractor's invoice to expedite and processed in a timely manner. Include applicable items on the invoice:

a. Remit to address (update change of address oh Vendor Registration, when necessary)

b. Company name, and phone number

c. Invoice date

d. Invoice number
e. Time period covered by invoice (billing period)
f. Project title/description
g. Specs. Number and C.P. number (if applicable)
h. Contract Number (PW#)
i. Supplemental Agreement Number (if applicable)
j. DSR number (for earthquake work)
k. Project Number (for earthquake work)
l. Los Angeles County Building ID (for earthquake work)
m. Federal ID Number or Vendor Code (for earthquake work)
n. Contract amount or Notice to Proceed amount
o. Amount due on this invoice
p. Contract balance remaining after this invoice
q. Detailed description of services provided
r. Back-up material supporting reimbursable expenses (receipts, etc.)
s. Invoice is to provide blank space, approximately 3x5 inches, on the page which shows the total amount due for this invoice, space for Public Works 'use.

5.5.2 County's Contract Manager will assist Contractor in establishing the correct invoicing procedures.

5.5.3 Contractor will send a complete copy with backup material to the County Contract Manager and Account Payable. Refer to County's Administration, Exhibit C.

5.5.4 Contractor is to update their Vendor Registration when there is a change of address on Vendor Portal: https://camisvr.co.la.ca.us/Webven/

5.5.5 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.6 The Contractor's invoices must be priced in accordance with Exhibit B (Price Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.7 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.8 The Contractor must invoice the county only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and any change orders, as applicable, and which have been approved in writing by the County. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.9 The Contractor's invoices must be priced in accordance with Exhibit B (Price Schedule) and accompanied by an analysis of work completed for the invoice period. Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.10 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service according to the invoice procedures established by the County.

5.5.11 County Approval of Invoices

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

5.5.12 Preference Program Enterprises - Prompt Payment Program

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

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor prior to the renewal of a contract option year, the contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in paragraph 4.2 may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the

renewal date, which will be the effective date for any cost-of-living adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase will take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to "the contract renewal date" or "exercising the additional option year periods identified in paragraph 4.2." Upon approval of COLA, a notification will be sent to the Contractor.

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

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

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

5.7.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

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

6.2 County's Contract Manager

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

6.2.1 Meeting with the Contractor's Contract Manager on a regular basis; and

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

6.2.3 Authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

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

6.3 County's Contract Monitor

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

6.4 County's Contract Analyst

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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

7.2 Contractor's Contract Manager

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

7.2.2 The Contractor's Contract Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will

meet and coordinate with County's Contract Manager and County's Project Monitor on a regular basis.

7.2.3 The Contractor's Project Manager must have 3-years of experience.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

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

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

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

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

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

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

7.6.4 Contractor must sign and adhere to the provisions of Exhibit E1 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the statement of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Board or if delegated by the Board, the Director, and Contractor.

8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment or a change order to the Contract must be prepared by Public Works and signed by the Contractor.

8.1.3 The County, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days.

8.1.4 For any change which does not materially affect the Statement of Work or any other term or condition included under this Contract, a change order will be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it will be approved by Public Works and signed by the Contractor and the County.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.1 Complaint Procedures

- Within 5 business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.

- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Contract Manager of the status of the investigation within five business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Contract Manager within five business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing

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

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

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

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

8.11 Consideration of Hiring GAIN/START Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law Poster" (available in English/ Spanish/ Chinese/ Korean), in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

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

8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal

or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

The County and the Contractor hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement, Change Orders and amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or

responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.5 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

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

- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be emailed to the Contract Analyst.
- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, it's Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions,

whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

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

change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Professional Liability-Errors and Omissions**

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

8.26 Liquidated Damages

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

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is $500 per day per infraction, or as specified in Attachment 1 (Performance Requirements Summary (PRS) Chart) of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct

any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the County each of the following:

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

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

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

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

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

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti- discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars ($500) for each

such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Public Records Act Gov. Code, § 7920.000

Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

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

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

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this

Contract with the County, provided that the requirements of this Paragraph 8.35 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

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

8.37.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

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

8.37.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the

Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.39.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and

subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure to email all such documents to the Contract Analyst.

8.39.9 Employee leasing is prohibited.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.41 (Termination/Suspension for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination/Suspension for Convenience

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

8.41.2 After receipt of a notice of suspension or termination and except as otherwise directed by the County, the Contractor must stop work under this Contract on the date and to the extent specified in such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.36 (Record Retention and Inspection-Audit Settlement).

8.42 Termination/Suspension for Default

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

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

8.42.2 In the event that the County suspends or terminates this Contract in whole or in part as provided in Paragraph 8.41.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so suspended or terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.41.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance

schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of suspension or termination under the provisions of Paragraph 8.41 (Termination/Suspension for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.41 (Termination/Suspension for Default) or that the default was excusable under the provisions of subparagraph 8.41.3, the rights and obligations of the parties will be the same as if the notice of suspension or termination had been issued pursuant to Paragraph 8.40 (Termination/Suspension for Convenience).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.41 (Termination/Suspension for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination/Suspension for Improper Consideration

8.43.1 The County may, by written notice to the Contractor, immediately suspend or terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such suspension or termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

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

8.44 Termination/Suspension for Insolvency

8.44.1 The County may terminate suspend or this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they

become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.45 Termination/Suspension for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination/Suspension for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this

paragraph 8.47 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Warranty Against Contingent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.49 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.52 Time Off for Voting

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

seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

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

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

8.54 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952 and Chapter 8.300 of the Los Angeles County Code (Fair Chance Ordinance for Employers). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.55 Compliance with the County Policy of Equity

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

8.56 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or

prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.57 Injury and Illness Prevention Program

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

8.58 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than $500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

8.59 Unresolved Disallowed Costs

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars ($100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of $100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

9.0 ADDITIONAL TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

9.1.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for

valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.1.2 Contractor shall affix the following notice to all County Materials: " © Copyright 2025 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.

9.1.3 If directed to do so by County, Contractor will place the County name and County logo on County Materials developed under this Contract. Contractor may not, however, use the County name and County logo on any other materials prepared or developed by the contractor that falls outside the scope of this Contract.

9.1.4 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.1.5 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.1.6 Contractor represents and warrants that the County Materials prepared herein under this Contract, are the original work of Contractor and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

9.1.7 Contractor shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and

defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor will pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

9.1.8 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.1.9 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.1.8 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.1.5 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.2 Contractor's Charitable Activities Compliance

The County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, Sections 12580-12599.10, in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

9.3 Local Small Business Enterprise (LSBE) Preference Program

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.3.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of

influencing the certification or denial of certification of any entity as a LSBE.

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

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.4 Social Enterprise (SE) Preference Program

9.4.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.4.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.4.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.4.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was

relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.5.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.5.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.5.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

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

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.6 Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Paragraph 8.23 (Indemnification), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor must not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

9.7 Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor must pay full compensation for all costs incurred by the County.

9.8 Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any

Intellectual Property or proprietary rights of third-parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

9.9 Acknowledgement/Attributions

County will also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will, however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

9.10 Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization

When requested by the County, the Contractor must provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor must be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor must indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit A, Attachment 1 (Performance Requirements Summary), and that the Contractor will be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit A, Attachment 1 (Performance Requirements Summary), may deduct and withhold liquidated damages from County's final payment to the Contractor.

9.11 Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, and stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

9.12 Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

9.13 Cooperation

Contractor must cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor must carry out all work in a diligent manner and according to instructions of the Director.

9.14 Cooperation and Collateral Work

Contractor must perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory Contract controls and conditions are maintained.

9.15 Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, must be provided by Contractor.

9.16 Jobsite Safety

Contractor must be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor must provide at its expense all safeguards, safety devices, and protective equipment and must take any and all actions appropriate to providing a safe jobsite.

9.17 Labor

No person will be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person must be reassigned immediately and not again employed on Public Works' projects or providing services.

9.18 Labor Law Compliance

Contractor, its agents, and employees will be bound by and must comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor must comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

9.19 Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, will be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

9.20 Permit/Licenses

Contractor must be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

9.21 Prohibition Against Use of Child Labor

Contractor must:

- Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.

- Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

- Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor must immediately provide an alternative, compliant source of supply.

Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

9.22 Public Convenience

Contractor must conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

9.23 Public Safety

It will be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

9.24 Quality of Work

Contractor must provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work must be executed by experienced and well-trained workers. All work must be under supervision of a well-qualified supervisor. Contractor also agrees that work must be furnished in a professional manner and according to these Specifications.

9.25 Quantities of Work

Contractor will be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

9.26 Safety Requirements

Contractor must be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

9.27 Storage of Materials and Equipment

Contractor must not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

9.28 Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

9.29 Work Area Controls

- Contractor must comply with all applicable laws and regulations. Contractor must maintain work area in a neat, orderly, clean, and safe manner. Contractor must avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.

- Contractor must be responsible for the security of any and all of Public Works/County facilities in its care. Contractor must provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

9.30 Prohibition of Contract with Suspended, Debarred, Ineligible, or Excluded Contractor by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

9.31 Advertising and Other External Communications

Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

9.32 Prevailing Wage

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

9.32.1 Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

9.32.2 Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Consultant shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all

workers employed in the execution of the Contract for public work and to all Consultants and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

Division of Labor Standards Enforcement Office

320 West Fourth Street, Suite 450

Los Angeles, CA 90013

(213) 620-6330

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at http://www.dir.ca.gov/Public-Works/PublicWorks.html.*"*

9.32.3 Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

9.32.4 When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

10.0 SURVIVAL

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.18	Fair Labor Standards
Paragraph 8.19	Force Majeure
Paragraph 8.20	Governing Law, Jurisdiction, and Venue
Paragraph 8.22	Indemnification
Paragraph 8.23	General Provisions for all Insurance Coverage
Paragraph 8.24	Insurance Coverage
Paragraph 8.25	Liquidated Damages
Paragraph 8.32	Notices
Paragraph 8.36	Record Retention and Inspection-Audit Settlement
Paragraph 8.40	Termination/Suspension for Convenience
Paragraph 8.41	Termination/Suspension for Default
Paragraph 8.46	Validity
Paragraph 8.47	Waiver
Paragraph 8.55	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.57	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Paragraph 9.1	Ownership of Materials, Software and Copyright
Paragraph 9.7	Compensation for County Costs
Paragraph 9.8	Indemnity
Paragraph 9.12	Authority of Public Works Inspection
Paragraph 9.13	Cooperation
Paragraph 9.14	Cooperation of Collateral Work
Paragraph 9.15	Equipment, Labor, Supervision, and Materials
Paragraph 9.16	Jobsite Safety
Paragraph 9.17	Labor
Paragraph 9.18	Labor Law Compliance
Paragraph 9.19	Overtime
Paragraph 9.20	Permit/Licenses
Paragraph 9.21	Prohibition Against Use of Child Labor
Paragraph 9.22	Public Convenience
Paragraph 9.23	Public Safety
Paragraph 9.24	Quality of Work
Paragraph 9.26	Safety Requirements
Paragraph 9.28	Transportation
Paragraph 9.29	Work Area Controls
Paragraph 9.30	Prohibition of Contract with Suspended, Debarred, Ineligible, or Excluded Contractor by Federal or State Government
Paragraph 9.32	Prevailing Wage
Paragraph 10.0	Survival

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES
MARK PESTRELLA
Director of Public Works

By_____
Geetha Eva Shan
Deputy Director

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By_____
Steve Watson
Principal Deputy County Counsel

YUNEX, LLC

By _____
Its President

_____
Type/Print Name

By _____
Its Secretary

_____
Type/Print Name

P:\brcdpub\Service Contracts\CONTRACT\Amber\LED STREETLIGHT CONVERSION AND ONGOING MAINTENANCE SERVICES\2025 RFP\RFP\05 AWARD\BOARD LETTER\LED - Enclosure A.docx

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL LIGHT EMITTING DIODE STREETLIGHT MAINTENANCE SERVICES

SELECTED FIRM

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

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

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL LIGHT EMITTING DIODE STREETLIGHT MAINTENANCE SERVICES

FIRM INFORMATION*	Yunex, LLC

BUSINESS STRUCTURE	Limited Liability Company*

CULTURAL/ETHNIC COMPOSITION		**NUMBER/% OF OWNERSHIP**
OWNERS/PARTNERS	Black/African American	0
	Hispanic/Latino	0
	Asian or Pacific Islander	0
	Native American	0
	Subcontinent Asian	0
	White	3/100%
	Female (included above)	0%

COUNTY CERTIFICATION	
CBE	N
LSBE	N

OTHER CERTIFYING AGENCY	N/A

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

Solicitation Detail

Soliciation Number:	BRC0000583		
Title:	On-Call Light Emitting Diode Streetlight Maintenance Services		
Department:	Public Works		
Bid Type:	Service	**Bid Amount:**	$2,250,000.00
Commodity:	LUMINAIRES-STREET LIGHTING, ACCESSORIES AND PARTS		
Description:	Los Angeles County Public Works is requesting proposals for the On-Call Light Emitting Diode Streetlight Maintenance Services (BRC0000583) contract. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts. The deadline to submit proposals is Tuesday, January 20, 2026, at 5:30 p.m. Please direct your questions to Ms. Amber Albert at (626) 458-4199 or aalbert@pw.lacounty.gov, or Mr. Jairo Flores at (626) 458-4069 or jflores@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. Optional Proposers Conference An optional proposers' conference will be held on Tuesday, January 6, 2025, at 9 a.m. via Microsoft Teams Meeting Online Events. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS OPTIONAL. To participate, please refer to section 8.3, Optional Proposers' Conference of the RFP for more details. PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL NOTICES TO PROPOSERS WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts. "Do Business with Public Works" Website Mandatory Registration You are now required to register an account on Public Works "Do Business With Public Works" website in order to view any current solicitation: https://dpw.lacounty.gov/contracts/opportunities.aspx. Registration is only needed one time. Further you should also register as a plan holder for this specific RFP BRC0000583. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system. Doing Business with Preference Program Enterprise The County provides many benefits for firms that are certified through the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE), collectively called Preference Program Enterprise (PPE). Eligible firms, prime contractors, and subcontractors are strongly encouraged to participate and receive benefits available only to PPE, such as price preference during solicitation process, when applicable, and the PPE Prompt Payment Program. Prompt payment is defined as 15 calendar days after the receipt of an undisputed invoice for goods or services. Information on this program and how to obtain certification are available on the County of Los Angeles Department of Economic Opportunity website: Office of Small Business | LA County AJCC, CA Less		
Open Day:	12/16/2025	**Close Date:**	3/16/2026 5:30:00 PM
Contact Name:	Amber Albert	**Contact Phone:**	(626) 458-4199
Contact Email:	aalbert@dpw.lacounty.gov		
Last Changed On:	8/19/2026 9:32:29 AM		
Attachment File (0) :	Click here to download attachment files.		

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	11/4/2026
BOARD MEETING DATE	12/1/2026
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1st ☒ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Public Works
SUBJECT	Sale of Surplus Real Property in the City of Gardena
PROGRAM	N/A
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable **If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.**
DEADLINES/ TIME CONSTRAINTS	N/A
COST & FUNDING	Total cost: $401,505 | Funding source: Flood Control District Fund TERMS (if applicable): N/A Explanation: Atlantic Richfield Company (ARCO) deposited $392,000 that will be applied to the final purchase price of $401,505, which represents fair market value. The remaining balance of $9,505 will be collected upon approval by the Board and it will be deposited into the Flood Control District Fund (B07-Revenue Source Code 9908-Sale of Capital Assets-Land).
PURPOSE OF REQUEST	ARCO requested to purchase Parcels 450EXF and 860EXF related to the Laguna Dominguez Flood Control System-Dominguez Channel to comply with their Remedial Action Plan, Gardena Sumps project.
BACKGROUND (include internal/external issues that may exist including any related motions)	In 1957, the Los Angeles County Flood Control District acquired fee title to Parcel 450, and in 1983, it acquired fee title to Parcel 860 as part of the land needed for the Dominguez Channel. Construction of the facility has been completed and the subject parcels lie outside the required right of way. Parcels 450EXF and 860EXF are necessary for ARCO to construct, operate, inspect, and maintain the engineered cover system and supporting remedial features, including stormwater management components required to ensure proper stormwater drainage and long-term pollution remediation performance. The recommended actions will benefit ARCO and the community by allowing ARCO to comply with the Remedial Action Plan. Additionally, these actions will benefit the District by eliminating the need to maintain the property and reducing the District's expenses and potential liabilities.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Priority No. 7: Sustainability–Revenues received from this transaction will promote fiscal responsibility by providing accessible funds for the District's programs.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Geetha Shan, Deputy Director, (626) 458-4008, gshan@pw.lacounty.gov

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

MARK PESTRELLA, Director

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

IN REPLY PLEASE
REFER TO FILE:

December 1, 2026

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

Dear Supervisors:

WATER RESOURCES CORE SERVICE AREA
SALE OF SURPLUS REAL PROPERTY
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO ATLANTIC RICHFIELD COMPANY
IN THE CITY OF GARDENA
(SUPERVISORIAL DISTRICT 2)
(3-VOTES)

SUBJECT

Public Works is seeking Board approval to sell surplus land (approximately 6,177 square feet) owned by the Los Angeles County Flood Control District. Parcels 450EXF and 860EXF are the surplus land related to the Laguna Dominguez Flood Control System-Dominguez Channel in the City of Gardena. The proposed sale was requested by Atlantic Richfield Company.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Acting as a responsible agency for the Remedial Action Plan, Gardena Sumps project, consider the Negative Declaration prepared and adopted by the California Department of Toxic Substances Control as the lead agency and certify that the Board of Supervisors has independently reviewed, considered, and reached its own conclusions regarding the environmental effects of the Los Angeles County Flood Control District's proposed sale of land related to the project as described in the Negative Declaration.

DRAFT

2. Find that the fee interest in Parcels 450EXF and 860EXF, related to the Laguna Dominguez Flood Control System-Dominguez Channel in the City of Gardena, is no longer required for the purposes of the Los Angeles County Flood Control District.

3. Find that Parcels 450EXF and 860EXF, related to the Laguna Dominguez Flood Control System-Dominguez Channel in the City of Gardena, are exempt surplus land under the provisions of the Surplus Land Act pursuant to California Government Code, Section 54221(f)(1)(B), because they are less than one-half acre in area and are not contiguous to land owned by a state or local agency.

4. Approve the sale of Parcels 450EXF and 860EXF, related to the Laguna Dominguez Flood Control System-Dominguez Channel in the City of Gardena, from the Los Angeles County Flood Control District to Atlantic Richfield Company.

5. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute the Quitclaim Deed document and authorize delivery to Atlantic Richfield Company.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to comply with the California Environmental Quality Act (CEQA) as a responsible agency; find that the parcels are exempt surplus land under the provisions of the Surplus Land Act; and allow the Los Angeles County Flood Control District to sell its surplus real property identified as Parcels 450EXF and 860EXF, related to the Laguna Dominguez Flood Control System-Dominguez Channel in the City of Gardena, to Atlantic Richfield Company (ARCO) for $401,505, as shown on the enclosed map.

In 1957, the District acquired fee title to Parcel 450, and in 1983, it acquired fee title to Parcel 860 as part of the land needed for the Dominguez Channel. Construction of the facility has been completed and the subject parcels lie outside the required right of way.

ARCO requested to purchase Parcels 450EXF and 860EXF, related to the Dominguez Channel, to comply with their Remedial Action Plan, Gardena Sumps project. Parcels 450EXF and 860EXF are necessary for ARCO to construct, operate, inspect,

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and maintain the engineered cover system and supporting remedial features, including stormwater management components required to ensure proper stormwater drainage and long-term pollution remediation performance.

The project, located at 1440-1450 West Artesia Boulevard in the City of Gardena, is currently undergoing remedial action under the oversight of the California Department of Toxic Substances Control (DTSC). The approved remedial action includes constructing an engineered cover system over the properties known as Cooper North, Cooper South, and Haack Sumps. These properties contain impacted soils and waste material, and the engineered cover system is designed to protect human health and the environment.

Implementation of the DTSC-approved Remedial Design and Implementation Plan requires construction activities along portions of the eastern and northeastern boundary of the project where elements of the engineered cover system and associated drainage infrastructure extend into or are immediately adjacent to the Dominguez Channel and related flood control facilities.

The recommended actions will benefit ARCO and the community by allowing ARCO to comply with the Remedial Action Plan. Additionally, these actions will benefit the District by eliminating the need to maintain the property and reducing the District's expenses and potential liabilities.

Implementation of Strategic Plan Goals

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

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FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

ARCO deposited $392,000 that will be applied to the final purchase price of $401,505, which represents fair market value. The remaining balance of $9,505 will be collected upon approval by the Board of Supervisors and it will be deposited into the Flood Control District Fund (B07-Revenue Source Code 9908-Sale of Capital Assets-Land).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code, Section 65402, notification of the proposed sale was submitted to the City of Gardena Community Department, Planning Division, for its report as to conformance with the City's adopted General Plan. By a letter from the City dated July 7, 2026, it was deemed that the proposed sale conforms with the City's adopted General Plan.

Parcels 450EXF and 860EXF are exempt surplus land as defined in California Government Code, Section 54221(f)(1)(B). The parcels are exempt from the provisions of the Surplus Land Act because they are less than one-half acre in area and are not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes and none of the characteristics under Section 54221(f)(2) of the California Government Code apply to Parcels 450EXF and 860EXF.

The proposed sale is authorized by Section 2, Subsection 13, of the Los Angeles County Flood Control Act. This section states: "The Los Angeles County Flood Control District is hereby declared to be a body corporate and politic, and has all the following powers…13. To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of the board of supervisors of the property, or any interest therein or part thereof, is no longer required for the purposes of the district…"

The proposed sale is not considered adverse to the District and will not hinder the use of the Dominguez Channel for possible transportation, utility, or recreational corridors. The Quitclaim Deed document does not transfer rights to any oil, gas, petroleum, or other hydrocarbon and minerals.

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County Counsel will approve the Quitclaim Deed document as to form prior to execution and it will be recorded.

ENVIRONMENTAL DOCUMENTATION

The District is acting as a responsible agency for the project. DTSC is the lead agency that prepared an Initial Study/Negative Declaration, which was adopted on June 17, 2022. As a responsible agency, the District reviewed the environmental documentation because ARCO requires the District's surplus property to complete the project. Based on the District's independent judgment, it concluded that the sale of the surplus property will not have a significant effect on the environment.

The documents and materials constituting the record of the proceedings upon which the Board's decision is based in this matter are located at DTSC, File Room, 5796 Corporate Avenue, Cypress, CA 90630. The custodian of these documents and materials is Nicholas Ta, DTSC, Site Mitigation and Restoration Cleanup Program, and they are also available on Public Works' website:

https://pw.lacounty.gov/go/RemedialActionPlanGardenaSumpsProject

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the Department of Registrar-Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation in accordance with Section 12092.2 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This transaction will not impact the District's current services or projects.

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CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:ro

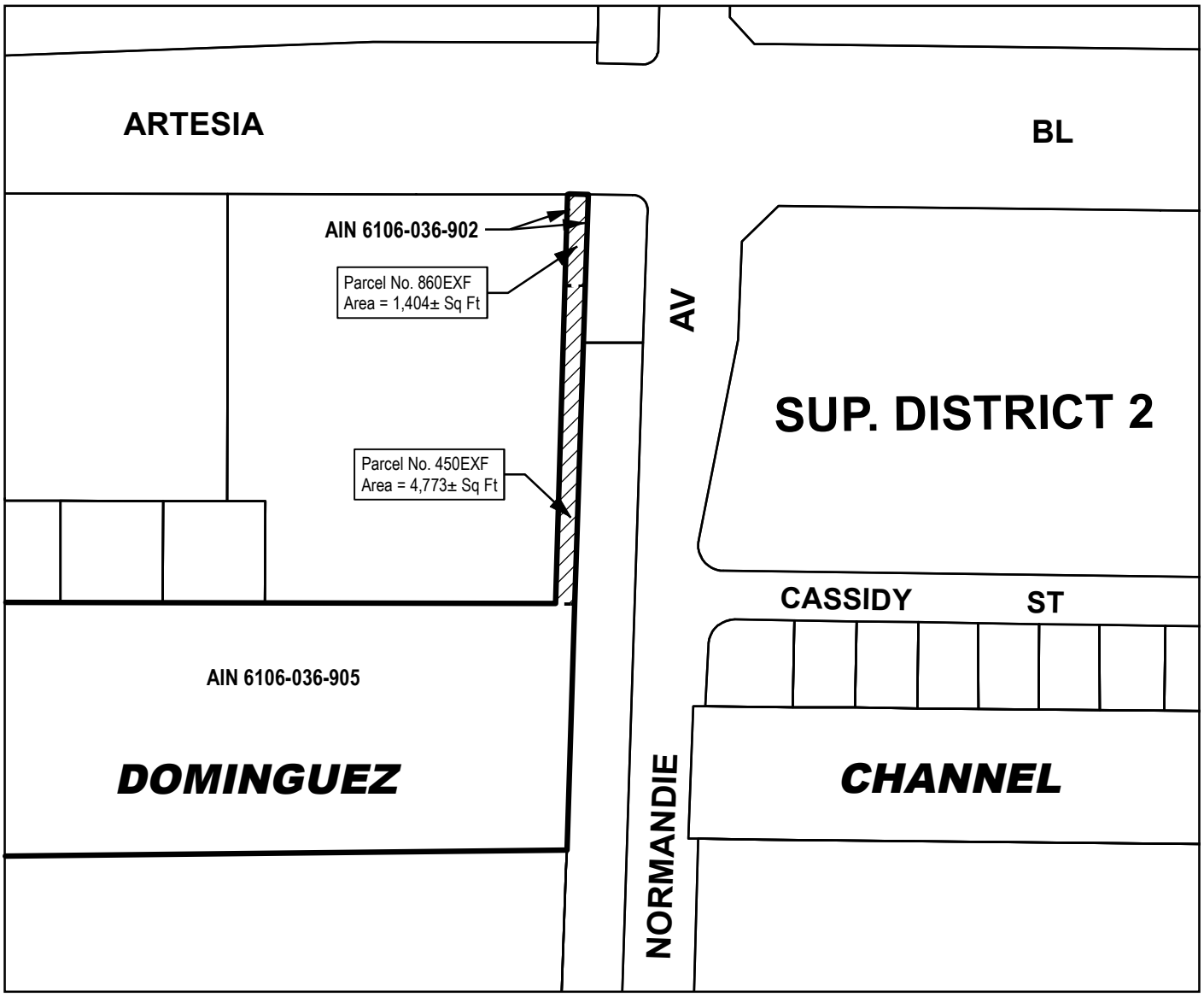
Enclosure

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

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SALE OF SURPLUS REAL PROPERTY IN LAGUNA DOMINGUEZ FLOOD CONTROL SYSTEM - DOMINGUEZ CHANNEL

CITY OF GARDENA





0 40 80 160 Feet

Public Works
LOS ANGELES COUNTY

Legend:

Quitclaim of LACFCD Fee
Parcel Nos. 450EXF & 860EXF

GM//Apr 1, 2026

Survey/Mapping & Property Management Division, Right of Way Engineering Section

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	11/4/2026
BOARD MEETING DATE	12/1/2026
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1st ☒ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Public Works
SUBJECT	CP Mother's Beach Restroom and Non-Motorized Boat Storage Project
PROGRAM	N/A
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why: N/A
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ 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 urgency to approve these change orders to allow Public Works to complete and close out the project.
COST & FUNDING	Total cost: $5,400,000 Funding source: $1,100,000 from Marina Replacement Accumulated Capital Outlay Fund and $4,300,000 from the obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs. TERMS (if applicable): N/A Explanation: N/A
PURPOSE OF REQUEST	Public Works is seeking Board approval of the revised project budget of $5,400,000 and associated appropriation adjustment; and approval of four construction change orders for a total not-to-exceed amount of $600,000.
BACKGROUND (include internal/external issues that may exist including any related motions)	Mother's Beach is a public beach facility located in Marina del Rey, operated and maintained by the Department of Beaches and Harbors and provides safe and healthy recreational uses for local residents and visitors. The approved project includes renovation and expansion of the existing public restroom building, promenade walkway, and outdoor boat storage areas to provide improved public beach access and recreational opportunities; and landscaping improvements with drought-tolerant plantings, water-efficient irrigation, and planters with bioretention devices to capture, filter, and infiltrate stormwater runoff from the site. After construction began in January 2025, changes were incorporated for the new boat racks and equipment storage cabinets in response to community feedback and input to enhance recreational uses, and design clarifications were issued to address several unforeseen building and site deficiencies, resulting in the need to process the four recommended change orders.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how: N/A

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: The project supports Board Priority No. 7, Sustainability, by investing in County facilities to provide improved public services and recreational opportunities for Los Angeles County residents and visitors.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

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:

December 1, 2026

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

Dear Supervisors:

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MOTHER'S BEACH RESTROOM AND
NON-MOTORIZED BOAT STORAGE PROJECT
APPROVE REVISED PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
APPROVE CONSTRUCTION CHANGE ORDERS
SPECS. 7721; CAPITAL PROJECT NO. 89109
FISCAL YEAR 2026-27
(SUPERVISORIAL DISTRICT 2)
(4-VOTES)

SUBJECT

Public Works is seeking Board approval of the revised project budget, appropriation adjustment, and four construction change orders for the Mother's Beach Restroom and Non-Motorized Boat Storage project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are within the scope of the previous finding of exemption for the previously approved Mother's Beach Restroom and Non-Motorized Boat Storage project, and that the work included in the proposed construction change orders is also exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

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2. Approve the revised project budget of $5,400,000 from the previously Board-approved amount of $4,800,000 for the Mother's Beach Restroom and Non-Motorized Boat Storage project, Capital Project No. 89109.

3. Approve the appropriation adjustment transferring $600,000 from the Marina Replacement Accumulative Capital Outlay Fund to the Mother's Beach Restroom and Non-Motorized Boat Storage project, Capital Project No. 89109, to fund the revised project budget.

4. Approve and authorize the Director of Public Works or his designee to finalize and execute a change order with Simgel Company, Inc., for a not-to-exceed amount of $210,000 for revised and additional boat racks and equipment storage cabinets and associated foundations to enhance recreational uses.

5. Approve and authorize the Director of Public Works or his designee to finalize and execute a change order with Simgel Company, Inc., for a not-to-exceed amount of $250,000 for revisions to the new site retaining walls and building pad foundations, along with additional subgrade soil preparation based on unforeseen subsurface soil conditions.

6. Approve and authorize the Director of Public Works or his designee to finalize and execute a change order with Simgel Company, Inc., for a not-to-exceed amount of $90,000 to revise the proposed chain-link fencing to anodized aluminum railing in the reconstructed boat storage lot and add anodized aluminum roof flashing, gutters, and downspouts at the restroom building to better protect against corrosion in the coastal marine environment.

7. Approve and authorize the Director of Public Works or his designee to finalize and execute a change order with Simgel Company, Inc., for a not-to-exceed amount of $50,000 to incorporate continuous expansion joints between the new concrete promenade walkway and adjacent supporting site retaining walls to handle structural movement and prevent damage of these new site improvements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find the previously approved project is within the scope of the previous exemption findings and that the work included in the proposed construction change orders is also exempt under the California Environmental Quality Act (CEQA); approve the revised project budget and associated appropriation adjustment; and authorize the Director of Public Works or his designee to execute four construction change orders with Simgel Company, Inc., for a total not-to-exceed amount of $600,000 to complete the Mother's Beach Restroom and Non-Motorized Boat Storage project.

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Background

The Mother's Beach Restroom and Non-Motorized Boat Storage facility is located at 14110 West Palawan Way, Marina del Rey, CA 90292. The public beach facility is operated and maintained by the Department of Beaches and Harbors and provides safe and healthy recreational uses for the residents and visitors in the unincorporated community of Marina del Rey.

The previously approved project includes renovation and expansion of the existing restroom building by 700 square feet to provide a multipurpose meeting space, additional storage cabinets, and boat storage racks; renovation of the public restrooms to comply with current Americans with Disabilities Act accessibility requirements; promenade walkway improvements to provide improved Americans with Disabilities Act access to the beach and the renovated restroom building from the promenade; reconstruction of the asphalt pavement and replacement of the boat storage racks at the outdoor boat storage lot area; and landscaping improvements with drought-tolerant plantings, water-efficient irrigation, and planters with bioretention devices to capture, filter, and infiltrate stormwater runoff from the site.

On August 6, 2024, the Board approved the project with a budget of $4,800,000, and authorized Public Works to advertise for construction bids using the County's competitive low-bid process and to award the construction contract to the lowest responsive and responsible bidder within the Board-approved project budget. On December 10, 2024, Public Works awarded the construction contract for $2,623,000 to Simgel Company, Inc.

Change Orders

After construction began in January 2025, changes were incorporated for the new boat racks and equipment storage cabinets in response to community feedback and input to enhance recreational uses. In addition, design clarifications were issued to address several unforeseen building and site deficiencies, resulting in the need to process the four recommended change orders.

Approval of the recommended actions would approve four proposed change orders to the contract for a total not-to-exceed amount of $600,000, including $210,000 for revised and additional boat racks and equipment storage cabinets and associated foundations to enhance recreational uses; $250,000 for revisions to the new site retaining walls and building pad foundations, along with additional subgrade soil preparation based on unforeseen subsurface soil conditions; $90,000 for replacing the proposed chain-link fencing with anodized aluminum railing in the reconstructed boat storage lot and adding anodized aluminum roof flashing, gutters, and downspouts at the restroom building to

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better protect against corrosion in the coastal marine environment; and $50,000 for incorporation of continuous expansion joints between the new concrete promenade walkway and adjacent supporting site retaining walls to handle structural movement and prevent damage of these new site improvements.

Approval of the proposed change orders would allow Public Works to complete the project by the end of December 2026.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by renovating and modernizing public infrastructure assets that will improve the accessibility and delivery of public services and recreational opportunities for Los Angeles County residents and visitors.

FISCAL IMPACT/FINANCING

The four proposed change orders are for a total not-to-exceed amount of $600,000.

The revised project budget, including design, plan check, consultant services, Civic Art fee, construction, executed change orders, change order contingency, and County services, is estimated at $5,400,000, an increase of $600,000 from the previously Board-approved project budget of $4,800,000. The revised project schedule and budget summaries are included in Enclosure A.

Approval of the appropriation adjustment (Enclosure B) would transfer an additional $600,000 from the Marina Replacement Accumulative Capital Outlay Fund to the Mother's Beach Restroom and Non-Motorized Boat Storage project, Capital Project No. 89109, to fully fund the revised project budget.

The project is funded with $1,100,000 from the Marina Replacement Accumulative Capital Outlay Fund and $4,300,000 from the obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs.

Operating Budget Impact

Following completion of the project with proposed revisions, if approved, Beaches and Harbors will fund the additional operational costs with existing budgetary resources from its Operating Budget.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 20137 of the California Public Contract Code allows the Board, with a four-fifths vote, to authorize an individual change order to a construction contract that is 10 percent or less of the original contract amount without having to obtain bids for the work. The proposed change orders are each below 10 percent of the original contract amount and within the statutory threshold.

Section 20145 of the California Public Contract Code limits the aggregate total amount of change orders that Public Works can approve under delegated authority to 25 percent of the original contract amount, and the amount of each individual change order cannot exceed 10 percent of the original contract amount or $330,000, whichever is less. Since the award of the original contract, Public Works has executed six change orders for a combined amount of $652,452 (approximately 24.9 percent of the original contract amount) under delegated authority. The four proposed change orders exceed Public Works' delegated authority for the aggregate total amount of change orders. Therefore, Public Works is seeking approval and authorization from the Board to execute the proposed change orders.

In accordance with the Board's Civic Arts Policy amended on August 4, 2020, the project budget includes 1 percent of the eligible design and construction costs for the Civic Art Allocation, which is estimated at $33,000.

The project supports the Board's Green Building/Sustainable Design Program by incorporating water-efficient plumbing fixtures and energy-efficient lighting fixtures as part of the remodeled restroom building, and drought-tolerant landscaping with water-efficient irrigation and planters with bioretention devices to capture, filter, and infiltrate stormwater runoff from the site.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project requires that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

ENVIRONMENTAL DOCUMENTATION

On August 6, 2024, the Board found the project categorically exempt from CEQA. The approved project consists of renovation and expansion of the existing restroom and boat storage facility and is within certain classes of projects that have been determined not to have a significant effect on the environment. The project meets the criteria set forth in Sections 15301 (a), (b), (d), (e), (f), (h), and (l); 15302 (c); 15303 (c); and 15311 (a) of the

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CEQA Guidelines and Classes 1 (c), (d), (e), (g) (1); (h), (i), (j), and (s); 2; 3 (d); and 11 (b), (c), and (d) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for repair, renovation, and expansion of existing facilities with the same purpose and capacity with negligible or no expansion of use.

Public Works filed a Notice of Exemption for the project with the Registrar-Recorder/County Clerk at the time of approval. The recommended actions, including the proposed change orders, continue to be within the scope of the Board's previous finding of exemption. The work included in the proposed change orders described above is similarly exempt from CEQA under the provisions included in the previous finding of exemption. There are no other changes to the project that require further findings under CEQA.

Additionally, the project will continue to comply with all applicable regulations and is not located in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the record of the proposed project.

Upon the Board's approval of the recommended actions, Public Works will file an additional 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 August 6, 2024, the Board authorized Public Works to advertise for construction bids using the County's competitive low-bid process and to award the construction contract to the lowest responsive and responsible bidder within the Board-approved project budget. On December 10, 2024, Public Works awarded a construction contract for $2,623,000 to Simgel Company, Inc., as the lowest responsive and responsible bidder.

Since the award of the contract, Public Works has executed six change orders for a combined amount of $652,452. Approval of the four proposed change orders to Simgel Company, Inc., will increase the contract amount by a $600,000 not-to-exceed amount for a revised total contract amount of $3,875,452.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GT:sl

Enclosures

c: Beaches and Harbors
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office, Board of Supervisors

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ENCLOSURE A

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
MOTHER'S BEACH RESTROOM AND
NON-MOTORIZED BOAT STORAGE PROJECT
APPROVE REVISED PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
APPROVE CONSTRUCTION CHANGE ORDERS
SPECS. 7721; CAPITAL PROJECT NO. 89109
FISCAL YEAR 2026-27
(SUPERVISORIAL DISTRICT 2)
(4-VOTES)

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Construction Documents	02/29/2024*
Jurisdictional Approvals	07/11/2024*
Construction Award	12/10/2024*
Construction Start	01/06/2025*
Substantial Completion	05/05/2026*
Project Acceptance	12/31/2026

*Actual Completion Date

II. PROJECT BUDGET SUMMARY

Project Activity	Approved Budget	Impact of this Action	Revised Budget
Construction	$3,484,000	$ 600,000	$4,084,000
Civic Art Allowance	$ 33,000	$ 0	$ 33,000
Plans and Specifications	$ 430,000	$ 30,000	$ 460,000
Consultant Services	$ 111,000	$ 0	$ 111,000
Miscellaneous Expenditures	$ 5,000	$ 0	$ 5,000
Jurisdictional Review/Plan Check/Permits	$ 80,000	$ 0	$ 80,000
County Services	$ 657,000	$ (30,000)	$ 627,000
TOTAL	**$4,800,000**	**$ 600,000**	**$5,400,000**

ENCLOSURE B

PINK

BOARD OF SUPERVISORS
BA FORM 10142022 OFFICIAL COPY

December 01, 2026

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF BEACHES AND HARBORS

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2026-27
3 - VOTES

SOURCES		USES	
		MARINA DEL REY ACO	
MARINA REPLACEMENT A.C.O. FUND		**MOTHERS BEACH RR/NON-MOTORIZED BOAT STORAGE**	
MA2-BH-2000-65296		MA2-CP-6014-65051-89109	
SERVICES & SUPPLIES		CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	**600,000**	**INCREASE APPROPRIATION**	**600,000**
SOURCES TOTAL	**$ 600,000**	**USES TOTAL**	**$ 600,000**

JUSTIFICATION

Reflects a $600,000 transfer from the Marina Replacement Accumulative Capital Outlay Fund Services and Supplies appropriation to the Mother's Beach Restroom and Non-Motorized Storage, Capital Project (CP) No. 89109 to fund the revised project budget.

AUTHORIZED SIGNATURE

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---
☐ ACTION
☐ RECOMMENDATION

☐ APPROVED AS REQUESTED
☐ APPROVED AS REVISED

AUDITOR-CONTROLLER BY
B.A. NO. DATE

CHIEF EXECUTIVE OFFICER BY
DATE

Preparing LA County's Coast

Winter Preparedness & Coastal Resilience



LOS ANGELES COUNTY

DEPARTMENT OF BEACHES & HARBORS

Caring for Our Coast

Coastal Preparedness

PREPARE
Reduce risk before storms arrive



PROTECT
Respond when coastal hazards occur



PRESERVE
Invest in the future of LA County’s coastline



Preparing for Winter

Seasonal Sand Berms
Protect facilities and low-lying areas from flooding

Lifeguard Towers
Relocate towers in vulnerable locations

Storm Drains & Waterways
Clear and monitor before and during storms

Routine Inspections & Coordination
Identify potential hazards and coordinate with partner agencies







Marina del Rey Resilience

HARBOR PROTECTION

- Breakwater
- Jetties
- Seawalls







Responding to Coastal Change

TODAY

Responding to Immediate Impacts

- Emergency mitigation: Point Dume erosion



TOMORROW

Building Coastal Resilience

- Living shorelines
- Beach nourishment
- Long-term planning



Thank You.

Questions & Discussion

SCAN TO LEARN MORE about LA County's coastal resilience efforts and sign up for upcoming stakeholder meetings on current projects.

LOS ANGELES COUNTY

DEPARTMENT OF BEACHES & HARBORS

Caring for Our Coast

From Heat Ordinance to Heat Protection

A coordinated implementation strategy for multifamily tenants, property owners, and community resilience

INFORM | ENABLE | PROTECT | SCALE

ISD Energy and Environmental Service
Environmental Initiatives Division

Lujuana Medina, Division Manager

INTERNAL SERVICES DEPARTMENT
COUNTY OF LOS ANGELES

The implementation challenge is now the County's opportunity

The policy sets the standard. The delivery system determines whether residents experience the benefit.

01 AWARENESS → ACTION

Residents and owners need clear, trusted guidance before the January 2027 enforcement window.

02 COMPLIANCE → CAPACITY

Owners need practical pathways, referrals, and financing navigation—not just a statement of requirements.

03 IMMEDIATE RELIEF → RESILIENCE

Tenants need cooling now; the County needs a scalable model that can reach more households.

Strategic proposition

Operate the website, provide technical assistance, and direct-to-renter support as one connected implementation portfolio—with shared outreach, referrals, and outcome reporting.

POLICY → DELIVERY

Translate the ordinance into outcomes residents can feel

POLICY ANCHOR | 82°F MAXIMUM INDOOR TEMPERATURE

For rental housing in unincorporated LA County; most owners must meet the standard in all habitable rooms by Jan. 1, 2027. Small-property-owner timelines differ.

01 Residents know

Rights, responsibilities, safe cooling practices, and where to get help.

02 Owners can act

Clear compliance steps, targeted technical support, and pathways to rebates/incentives.

03 Households cool down

Portable AC support and hands-on education reach tenants facing immediate heat risk.

04 County learns & scales

Common barriers, referrals, and results inform future investment and program design.

IMPLEMENTATION WINDOW

NOW Build awareness and route users to support

2027 Prepare owners and prioritize high-need households

2028+ Support compliance; track barriers and outcomes

One implementation system—not three disconnected sub-programs

1 WEBSITE & ENGAGEMENT

Make information findable; direct each audience to the right next step.

sub-program 1

2 OWNER TECHNICAL ASSISTANCE

Turn requirements into practical actions and financing referrals.

sub-program 2

3 DIRECT-TO-RENTER

Deliver portable AC, safety education, and trusted human contact.

sub-program 3



HEAT ORDINANCE OUTCOMES

Safer homes • supported compliance • equitable access • trusted County delivery

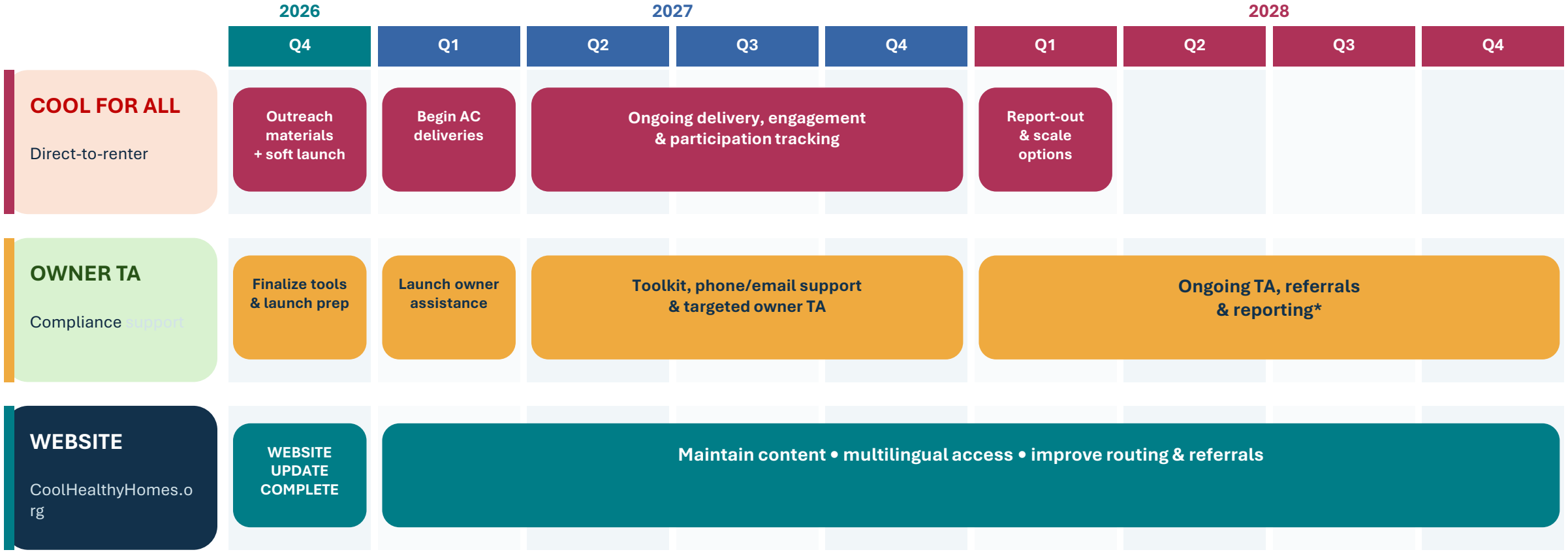
SHARED OPERATING LAYER

Partner referrals | multilingual outreach | common intake and eligibility logic | workforce delivery | data and performance reporting

Design principle: every outreach touchpoint should lead to a next step, a service, or a measurable learning.

Three Coordinated Pathways to Heat Protection

One portfolio • distinct delivery tracks • shared outreach, referrals and performance reporting



Workforce milestone: recruitment/onboarding in Q4 2026; hands-on installation training starts January 11, 2027.

* TA schedule beyond the source launch window is an illustrative continuation; confirm contracted end date. ICARP expansion is contingent on award.

Cool Healthy Homes Website Update Plan and Social Media Assets

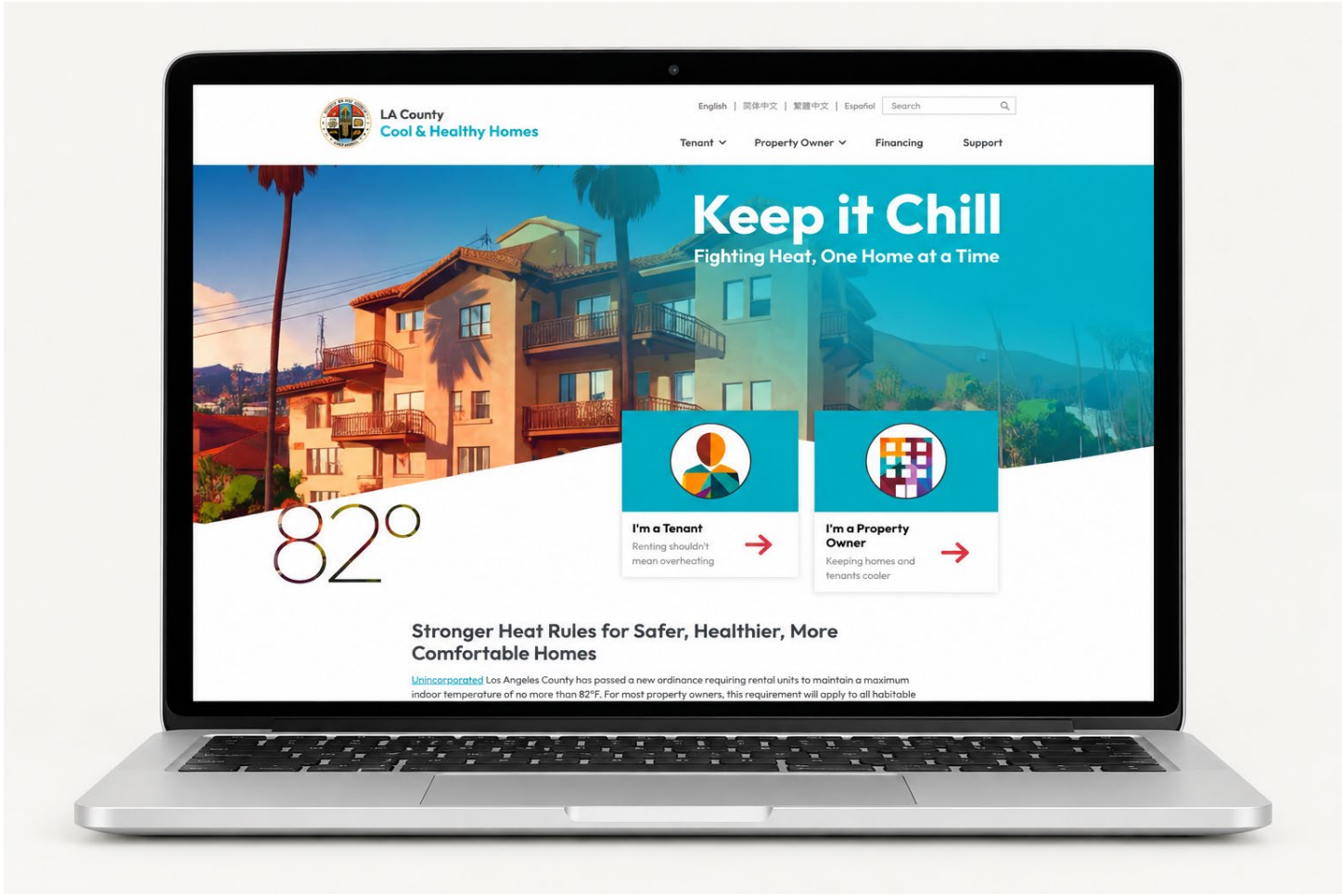
website review and optimization

Current Website

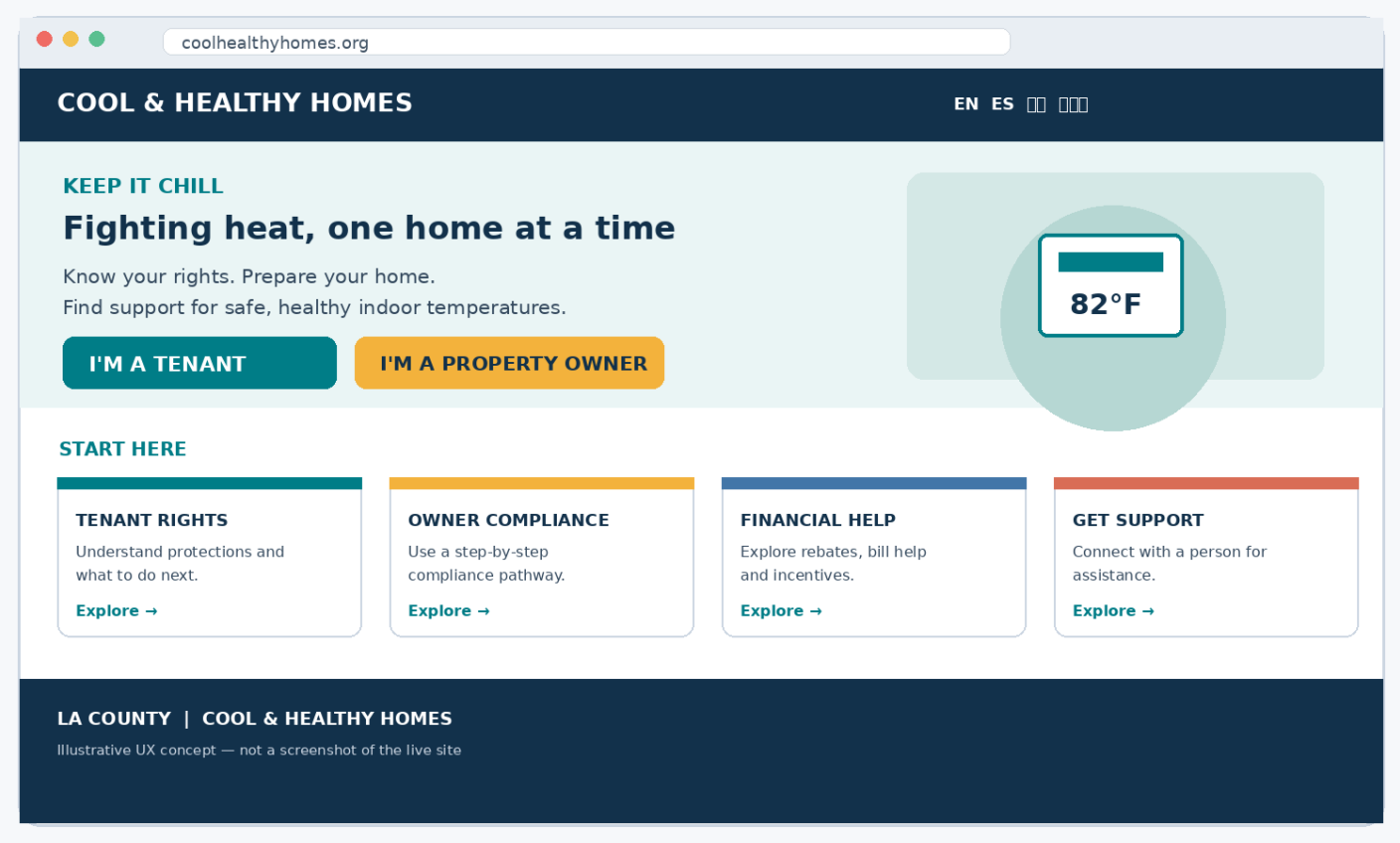
- **Coolhealthyhomes.org** is a one-stop online resource for tenants and property owners in unincorporated Los Angeles County navigating the county's indoor heat protections.

  The site brings together information about tenant rights, property owner responsibilities, financing options, and support resources to help residents stay safe and comfortable at home.

  With dedicated pathways for tenants and property owners, the site connects users with relevant resources and guidance to keep homes cool and healthy.



CoolHealthyHomes.org is the front door—optimize it for action



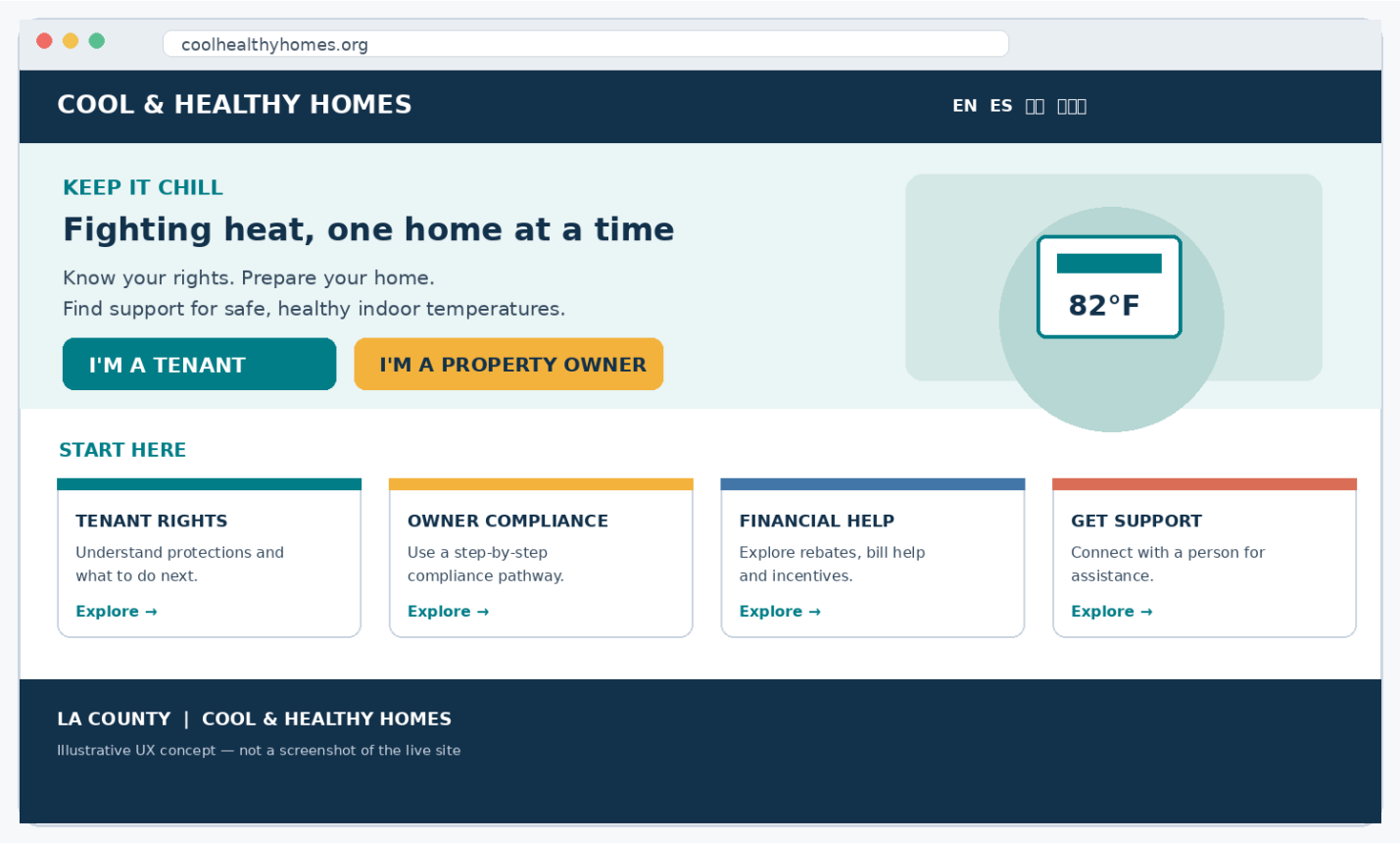
WHAT'S WORKING

- Clear tenant and property-owner pathways on the homepage
- Core ordinance facts and deadline are easy to identify
- English, Spanish, Chinese, and Korean language options

HIGH-VALUE IMPROVEMENTS

- Make the primary next step more prominent: get help, apply, or ask a question
- Reduce repeated ordinance copy and prioritize short, scannable actions
- Connect tenant and owner pathways to distinct forms, phone support, available monetary resources and referrals
- Add a visible "last updated" date and deadline/status banner

Recommended website upgrades: move from information to conversion



01 PROMINENT ACTION BUTTONS

"Get tenant help" • "Start owner compliance plan" • "Request a callback" • "Apply for Financial Assistance"

02 ROUTING THAT CAPTURES NEED

Ask role, ZIP/community, property size or immediate cooling need—then route to the right service.

03 TRUST & ACCESSIBILITY

Plain language, mobile-first layout, multilingual parity, readable contrast, accessible forms.

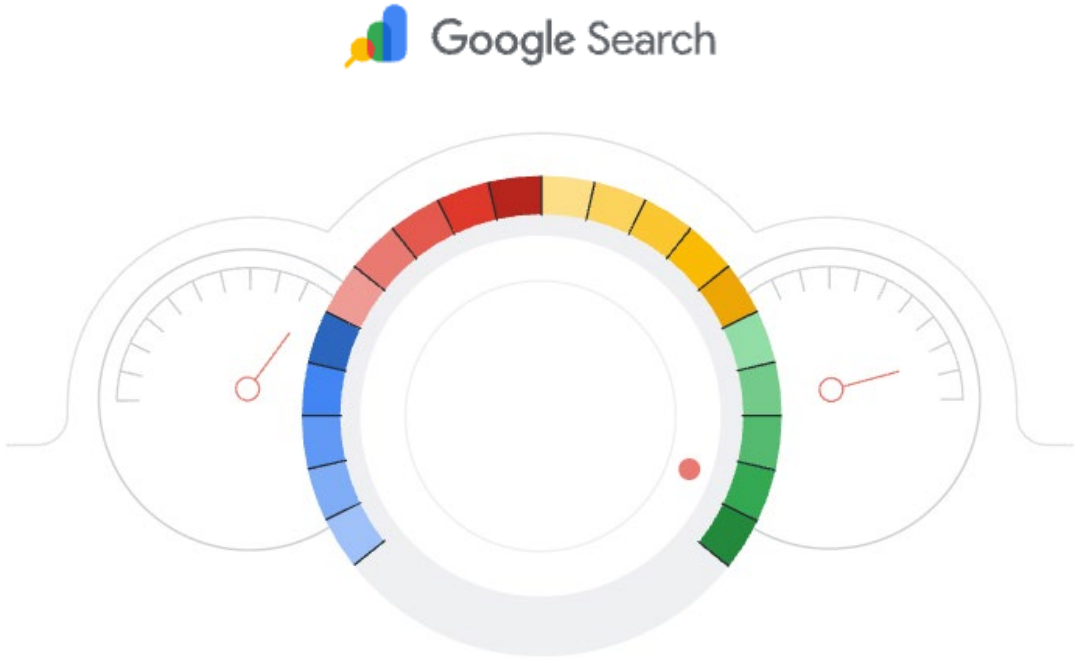
MEASURE THE FUNNEL

Visitor → pathway selected → form/call → service delivered → follow-up outcome

Search optimization effort

Executed in Spring of 2026

- Work completed to make the site easier to find in search rankings to help ensure this resource reaches the people who need it.
- Over three months we successfully reached users seeking relevant content, driving quality traffic to the Cool & Healthy Homes website.
- Our click-thru rate improved from 7.7% at Month 1 to a whopping 9.62% in Month 3. This is a direct reflection of the solid optimizations made over time to increase qualified traffic to the landing page.



Show what traffic has occurred

Social media assets

Assets provided

Carousel post: Optimized for Meta platforms (Facebook, Instagram), but also suitable for LinkedIn.

Static post: A single-image option that works well on all channels.

Languages: Posts are available in **English, Spanish, Chinese, and Korean** to support broad community reach. Let us know you feel strongly about needing any other languages, so we can determine if the program can cover the costs.



Sample post

How to use

1. Choose the format that best fits your channel.

- Use the **carousel** for more engagement and storytelling.
- Use the **static post** when a quick, direct message works better.

2. Add your own post description.

- Pair the visuals with supporting details pulled from coolhealthyhomes.org, such as key facts from the FAQs or resources that matter most to your audience.
- Keep the tone clear and community-focused.

3. Encourage action.

- Direct people to **coolhealthyhomes.org** for full ordinance details and resources.
- Remind your audience this is about health, safety, and keeping homes livable during extreme heat.

Tips

Customize the description to highlight local context or the resources your organization offers.

Share the posts through channels connected to key LA County partners, such as:

- County leadership (Board of Supervisors)
- Department of Public Health
- Department of Consumer and Business Affairs
- Internal Services Department (Energy and Environmental Services)

Use hashtags such as **#CoolHealthyHomes #LAHeatSafety #StayCoolLA** to connect with broader conversations.

FILES HERE

Cool for All

Direct to Renter Free A/C heat pump program

brought to you by LA County in partnership with CPA

Cool for All pairs immediate cooling relief with community-based delivery



ILLUSTRATIVE SERVICE MOMENT

Worker demonstrates safe use and reinforces tenant options.

$250,000 Clean Power Alliance GRANT

A small pilot that tests a direct-to-renter delivery model, build referral channels, and generate evidence for scale.

DIRECT BENEFIT

Portable AC heat pump unit + practical heat-safety and use education.

WORKFORCE BENEFIT

Use an existing workforce program to create paid delivery and community-education roles.

TRUST & LEARNING

Human contact helps surface barriers, identify follow-up needs, and connect tenants to resources.

Photo is illustrative; program design described by ISD. Confirm eligibility, unit specifications, and delivery protocol.

Program Details

- **Program Objectives:**
  - Heat resiliency - To provide a no-cost portable heat pump AC unit
  - Environmental Justice – providing a heat pump unit as opposed to traditional AC window unit
  - Support local workforce growth for disadvantaged workers
- **Eligibility Criteria:** Must be a clean power alliance member and be eligible or on a CARE/FERA rate.
- **Number of potential impact:** 300 portable heat pump Units
- **Workforce component:** the sub-program will leverage the SoCalREN Green Path Careers participants to give them paid work experience. GPC participants are local DSW.
  - GPC participants will be delivering the units to residents and providing education on “how-to-install”
  - GPC program staff member will serve as the coordinated supervisor and driver

Cool for all Program Launch and Delivery Timeline

2026	2027		2028
Q4	**Q1**	**Q2–Q4**	**Q1**
• All materials finalized, posted and provided to BOS for community outreach • Workforce identified, and trained • Soft Launch	• Begin deliveries • Continue engagement	Ongoing implementation, participation tracking, and program reporting	Initiate first report out and identify opportunities to continue or scale

COOL FOR ALL WORKFORCE INITIATIVE

Training Cohort Timeline | Recruitment to Launch

NOVEMBER 2026 – JANUARY 2027 • SIX MILESTONES

NOV 2–13 01

Recruitment & Applications

Promote through partners and AJCCs; distribute materials; collect applications.

NOV 16–20 02

Eligibility Screening

Review requirements, interest and availability; shortlist qualified applicants.

NOV 23–DEC 4 03

Selection & Notification

Finalize selections, notify applicants, and confirm the training cohort.

DEC 7–18 04

Onboarding & Preparation

Complete enrollment and career plans; confirm curriculum, equipment and logistics.

JAN 4–8 05

Final Readiness & Orientation

Reconfirm attendance; orient participants; verify instructor and equipment readiness.

JAN 11 06

DELIVERY/INSTALLATION TRAINING BEGINS

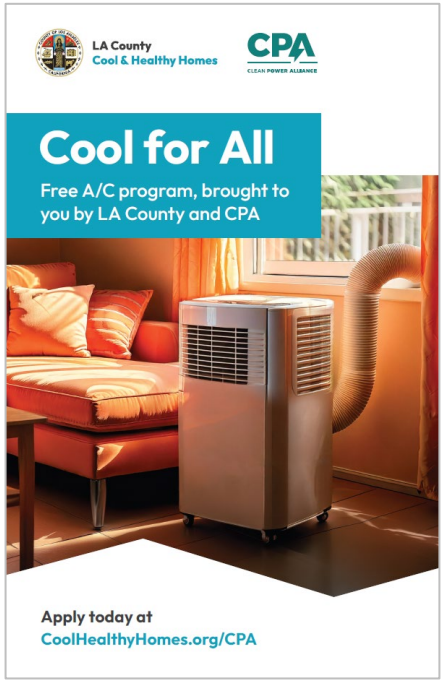
Launch hands-on installation training, safety practices and skills tracking.

KEY DELIVERABLE: Confirmed cohort → completed onboarding → training-ready participants → January 11 launch

Source: Cool Homes Training timeline.docx | Dates and milestones as provided

Collateral for co-branding

- **Brochure** template explaining the opportunity for tenants and owners which also highlights the workforce opportunity.
- Allows for attribution, logos, etc.









FILES HERE

Collateral for co-branding

- **Door hanger** template explaining the opportunity for tenants and owners which also highlights the workforce opportunity.
- Allows for attribution, logos, etc.
- English, Spanish sides





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Technical Assistance Program

Objectives

- **Provide** accessible, self-service technical assistance to help building owners understand and comply with local ordinances, including multifamily properties.
- **Facilitate** access to rebates, subsidies, and incentive programs through curated resources, tools, and guidance materials.
- **Support** ordinance compliance through practical tools, including a comprehensive compliance toolkit, FAQs, and step-by-step guidance for common retrofit measures.
- **Integrate** support with existing SoCalREN (CPUC), Equitable Building Decarbonization (CEC), local utilities, and other regional resilience programs.
- **Prioritize** disadvantaged and underserved communities by ensuring materials are accessible and easy to use without specialized expertise. Ensure all content is available in Spanish and ensure team includes Spanish-speaking SMEs.

2026–2028:

Offer **unlimited self-service support** through online resources and **targeted one-on-one technical assistance** to **~100** buildings

Task 1: Develop Self-Service Web Portal and Compliance Toolkit

Create a centralized, easy-to-use online resource to help property owners understand and comply with the ordinance.

1. Enhance the existing website to include a dedicated portal for property owners and managers
2. Develop a comprehensive “Heat Ordinance Compliance Toolkit” with step-by-step guidance, checklists, and practical resources
3. Build a robust webpage that provides direct access to Financial assistance and TA requests
4. Ensure content is written in clear, plain language and designed for ease of use by non-technical audiences
5. Develop outreach materials (e.g., flyers, newsletter content) that can be shared through partner programs
6. Coordinate directly with key partners (e.g., LADWP) to ensure materials are understood and aligned with local priorities and other programs

Task 1 Deliverables

- Website portal for property owners
- Downloadable compliance toolkit
- FAQ and resource library
- Outreach materials for partner distribution

Task 1 Success Metrics

- Website traffic and engagement
- Number of toolkit downloads
- Use of materials by partner programs
- Ongoing updates to reflect policy and program changes

Task 2: Establish E-mail and Phone Assistance Protocols

Develop resources to allow building owners to contact the program and get a response from a real person.

1. Set up both a toll-free number and an online inquiry form where property owners can submit questions and receive responses within a defined timeframe (e.g., within 48 hours)
2. Track common inquiries to inform ongoing updates to toolkit content and FAQs
3. Coordinate with partner programs to ensure consistent messaging and resource alignment

Task 2 Deliverables

- Online inquiry form with email response capability
- Toll-free number with SME call-back
- Coordination with partner programs for outreach and messaging

Task 2 Success Metrics

- Number of inquiries
- Response time to submitted inquiries
- Common issue tracking and resolution
- Improvements to toolkit and resources based on user needs
- Participation driven through self-service channels

Task 3: Targeted Technical Assistance

Provide targeted, case-by-case support for property owners who require additional assistance beyond self-service resources.

1. Offer light-touch technical assistance from a subject matter expert for complex or high-need cases that cannot be resolved through self-service materials
2. Prioritize support for underserved communities and properties facing barriers to compliance
3. Provide guidance to clarify requirements and identify next steps (no full project management or onsite assessments)
4. Refer property owners to existing programs (e.g., SoCalREN, utilities, and other local resources) for more comprehensive support where appropriate
5. Refer building owners to **LA County DPH Healthy Homes, Businesses, and Neighborhoods** initiatives for additional on-site support

Task 3 Deliverables

- Case-by-case technical assistance support
- Referrals to partner programs and services
- Documentation of common barriers and support needs

Task 3 Success Metrics

- Number of cases receiving additional support
- Types of issues requiring escalation beyond self-service tools
- Referrals made to partner programs
- Reduction in repeat or unresolved inquiries

Task 4: Tracking and Reporting

Track program activity and provide regular updates on program performance, property owner engagement, and compliance impacts.

1. Detail all program metrics, including website usage, toolkit downloads, and support inquiries
2. Monitor common questions and issues to inform updates to resources and materials
3. Maintain simple tracking systems to support internal coordination and reporting
4. Prepare summary reports to document overall program reach and impact

Task 4 Deliverables

- Monthly activity summaries
- Periodic ad hoc updates
- Annual summary report

Task 4 Success Metrics

- Website engagement and toolkit downloads
- Volume of inquiries received and addressed
- Timely delivery of reports
- Demonstrated improvements to resources based on user needs

Partnerships

The success of the Technical Assistance Program will rely on strong coordination with existing initiatives and market actors. Key partnerships include:

- **LA County Departments**: Department of Public Health (DPH), Chief Sustainability Office (CSO), Department of Consumer and Business Affairs (DCBA), and other stakeholder groups/departments
- **SoCalREN, EBD, Utilities, and Regional Resilience Programs**: Integration with these efforts will streamline services, avoid duplication, and enhance impact.
- **Manufacturers, Distributors, and Contractors**: Collaboration will ensure that recommended upgrades meet funding eligibility requirements and are cost-effective for building owners.

Estimated Budget

Total Estimated Budget: $600,000 over two years (2026–2028), serving 100 buildings

	Task 1	Task 2	Task 3	Task 4
	Website, Toolkit, Resources	E-Mail/Phone Protocol	Targeted TA	Tracking and Reporting (Project Management)
2026	$75,000	$25,000	$85,000	$25,000
2027	$50,000	$10,000	$95,000	$30,000
2028	$55,000	$10,000	$105,000	$35,000
Total	**$180,000**	**$45,000**	**$285,000**	**$90,000**
Grand Total	**$600,000**			

TA Program Launch and Delivery Timeline

2026	2027		2028	
Q4	Q1	Q2–Q4	Q1	Q2-4
Complete Task 1: Enhance Program Website and Materials	Launch the program, conducting targeted outreach and providing targeted.	Ongoing implementation, participation tracking, and program reporting	Initiate first report out and identify improvements	Continue implementation, participation tracking, and program reporting

Q&A

Public Health Outreach Activities:
Indoor Maximum Temperature Ordinance

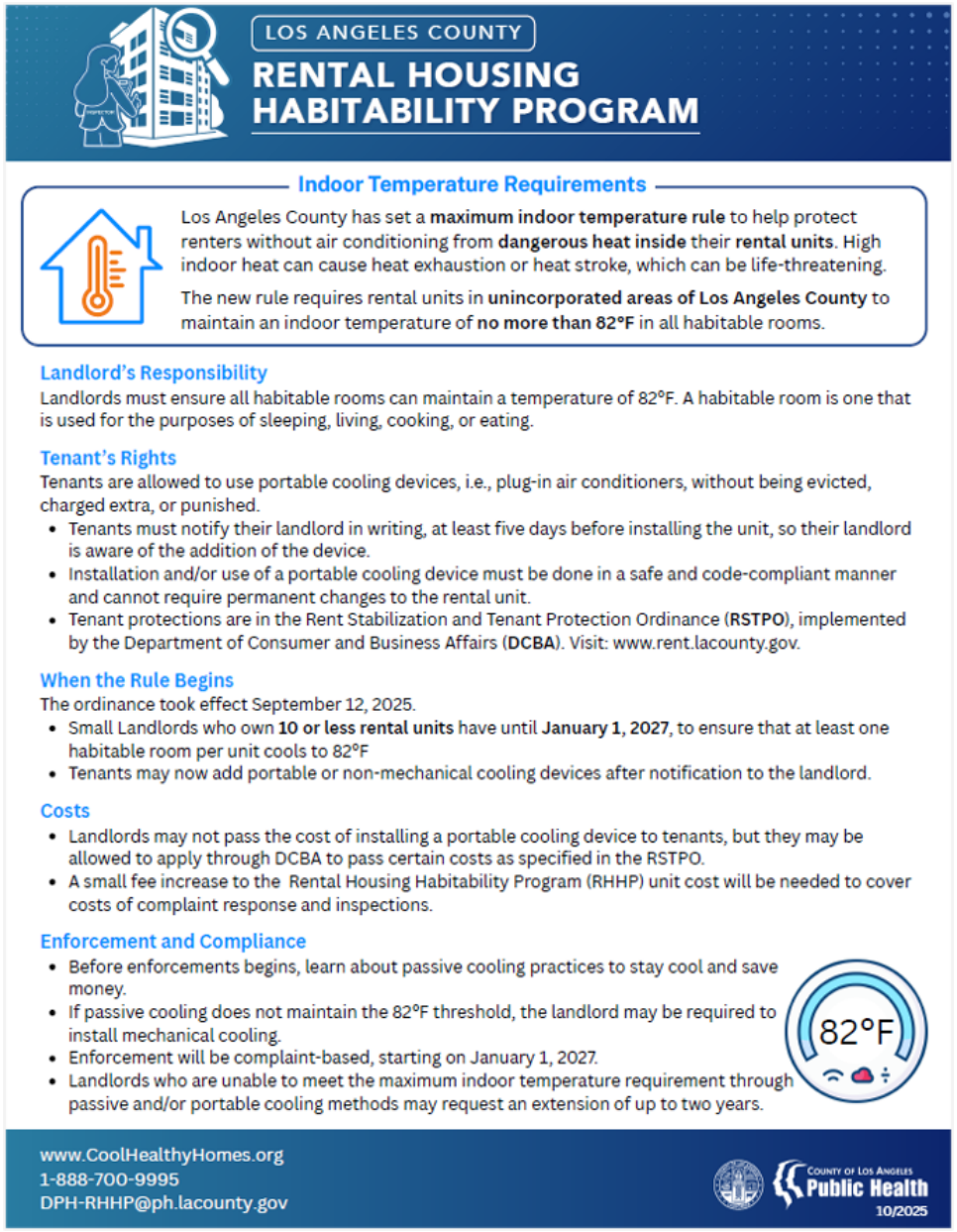
Azar Kattan, J.D., M.P.H
Deputy Director for Health Protection
November 4, 2026

Indoor Maximum Temperature Ordinance

- Adopted by BOS on August 5, 2025; enforcement effective January 1, 2027
- Stakeholders requested outreach, education, and technical assistance.
- Public Health was awarded Climate Equity Funds for tenant outreach.
- The Rental Housing Habitability Program (RHHP) created protocol and trained staff to respond to complaints.
- Information was provided to tenants and landlords about available resources through the Internal Services Department, Public Health, and Department of Consumer and Business Affairs websites.

Ordinance Fact Sheet

- Inspectors provide information to tenants and landlords during regular inspections.



LOS ANGELES COUNTY

RENTAL HOUSING HABITABILITY PROGRAM

Indoor Temperature Requirements

Los Angeles County has set a **maximum indoor temperature rule** to help protect renters without air conditioning from **dangerous heat inside** their **rental units**. High indoor heat can cause heat exhaustion or heat stroke, which can be life-threatening.

The new rule requires rental units in **unincorporated areas of Los Angeles County** to maintain an indoor temperature of **no more than 82°F** in all habitable rooms.

Landlord's Responsibility

Landlords must ensure all habitable rooms can maintain a temperature of 82°F. A habitable room is one that is used for the purposes of sleeping, living, cooking, or eating.

Tenant's Rights

Tenants are allowed to use portable cooling devices, i.e., plug-in air conditioners, without being evicted, charged extra, or punished.

- Tenants must notify their landlord in writing, at least five days before installing the unit, so their landlord is aware of the addition of the device.
- Installation and/or use of a portable cooling device must be done in a safe and code-compliant manner and cannot require permanent changes to the rental unit.
- Tenant protections are in the Rent Stabilization and Tenant Protection Ordinance (**RSTPO**), implemented by the Department of Consumer and Business Affairs (**DCBA**). Visit: www.rent.lacounty.gov.

When the Rule Begins

The ordinance took effect September 12, 2025.

- Small Landlords who own **10 or less rental units** have until **January 1, 2027**, to ensure that at least one habitable room per unit cools to 82°F
- Tenants may now add portable or non-mechanical cooling devices after notification to the landlord.

Costs

- Landlords may not pass the cost of installing a portable cooling device to tenants, but they may be allowed to apply through DCBA to pass certain costs as specified in the RSTPO.
- A small fee increase to the Rental Housing Habitability Program (RHHP) unit cost will be needed to cover costs of complaint response and inspections.

Enforcement and Compliance

- Before enforcements begins, learn about passive cooling practices to stay cool and save money.
- If passive cooling does not maintain the 82°F threshold, the landlord may be required to install mechanical cooling.
- Enforcement will be complaint-based, starting on January 1, 2027.
- Landlords who are unable to meet the maximum indoor temperature requirement through passive and/or portable cooling methods may request an extension of up to two years.

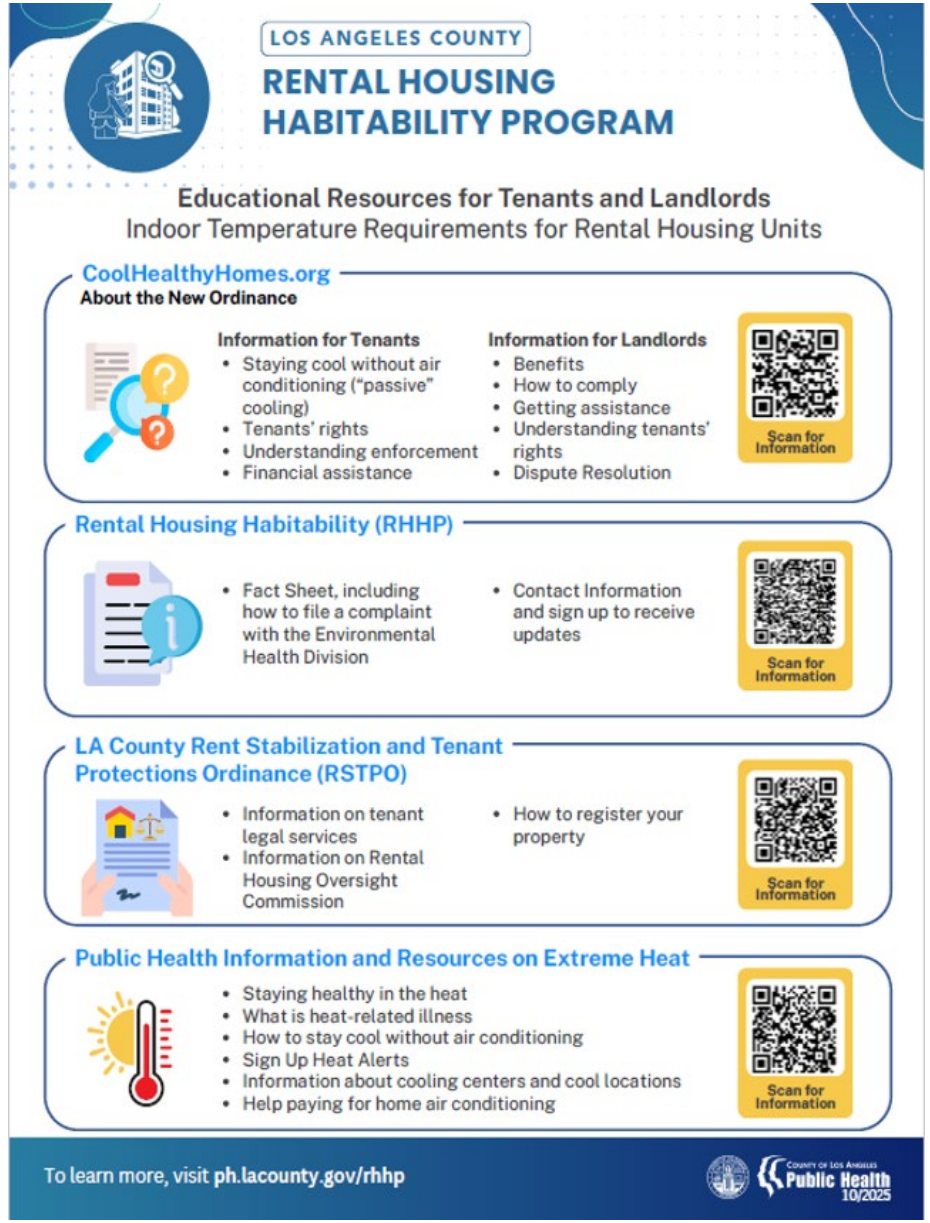
www.CoolHealthyHomes.org
1-888-700-9995
DPH-RHHP@ph.lacounty.gov

County of Los Angeles Public Health
10/2025

RHHP Educational Resources

- The handout includes links to websites, a QR code, and information about heat.

- These materials are available in English, Spanish, Traditional Chinese, and Korean.



Cool at Home LA

Public Health received a $500,000 Climate Equity Account award.

Goals:

- Educate tenants about the health risks of extreme heat and their rights under the ordinance.
- Promote passive cooling practices to reduce indoor heat.
- Select two CBOs, through a solicitation process, to cover SDs 1, 2, 4, and 5, based on:
  - Number of rental units in unincorporated areas
  - Estimated percentage of rental units that lack cooling

Activities will include outreach, engagement, workshops, and webinars.

Target start date: April 1, 2027.

Multi-Level, County-Wide Strategy to Build Heat Resilience for Renters

Tenants – Cool at Home LA; RHHP and DCBA outreach

- Education and connection to resources

Landlords – Cool, Healthy Homes website and resources; RHHP outreach

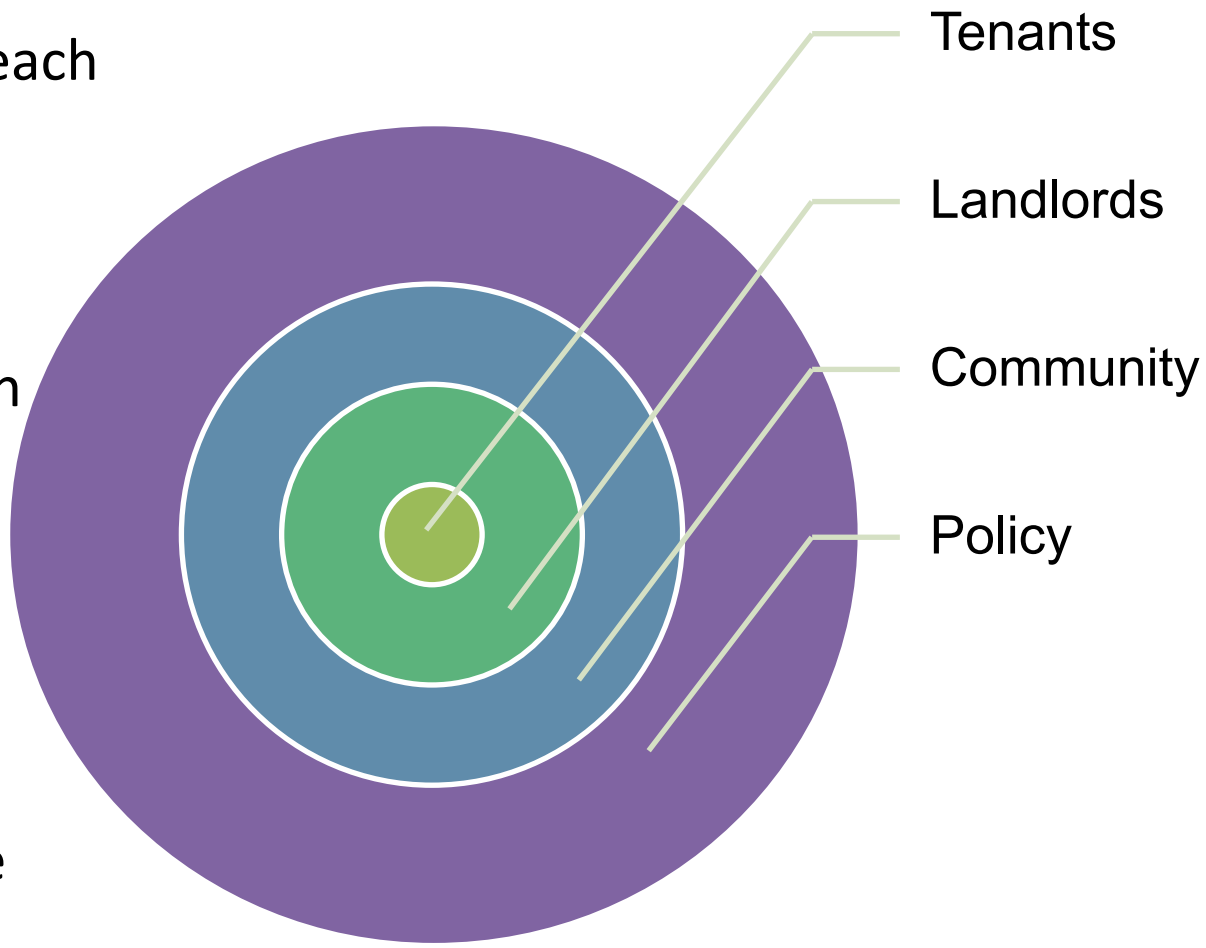
- Technical support and resources to comply with the ordinance

Community – Climate-Ready Communities; Infrastructure LA; County Heat Action Plan

- Infrastructure projects to reduce indoor and outdoor heat

Policy – Indoor Maximum Temperature Ordinance

- Expansion to cities



Thank you!

Contact Us

Office of Environmental Justice and Climate Health
DPH-OEJCH@ph.lacounty.gov

Rental Housing Habitability Program
Environmental Health Division
DPH-RHHP@ph.lacounty.gov or 1-888-700-9995