



County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
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First District

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Third District

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MICHAEL D. ANTONOVICH
Fifth District

June 29, 2010

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:

**DEPARTMENT OF PUBLIC WORKS: ALONDRA PARK
APPROVE MEMORANDUM OF UNDERSTANDING – CITY OF TORRANCE
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

This action will approve the Memorandum of Understanding with the City of Torrance to install a fire hydrant and appurtenant water lines, and provide fire hydrant service.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the project to install a fire hydrant and appurtenant water lines to be categorically exempt from the California Environmental Quality Act for the reasons stated in this letter and in the project record.
2. Approve and authorize the Director of Public Works and the Director of Parks and Recreation to execute the Memorandum of Understanding with the City of Torrance to install a fire hydrant and appurtenant water lines, and provide fire hydrant service.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will authorize the Department of Public Works (Public Works) and the Department of Parks and Recreation (Parks and Recreation) to execute the Memorandum of Understanding with the City of Torrance (City) to install a fire hydrant and appurtenant water lines, and provide fire hydrant service.

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

Background

The fire hydrant will serve two new improvement projects at Alondra Park: Alondra Park Pool/Water Play/Skate Park Project (Capital Project No. 86749), and Alondra Park Restrooms Project (Capital Project No. 69552).

On March 20, 2007, your Board approved the Alondra Park Pool/Water Play/Skate Park Project and project scope consisting of demolishing and replacing the existing facilities with a new 25- by 25-meter pool, a 6,000-square-foot pool house and recreation building, a 3,000-square-foot water play area, a 14,000-square-foot skateboard park, a new restroom building, picnic shelters, and various general improvements.

On February 2, 2010, your Board adopted the plans and specifications for the Alondra Park Restrooms Project. The existing facilities will be demolished and replaced with new facilities based on a prototype restroom that is in compliance with Americans with Disabilities Act (ADA) requirements.

During the jurisdictional review and approval phase, the Fire Department required that a fire hydrant be installed to provide fire protection for the proposed facilities and that the installation be completed before any vertical construction occurs. Golden State Water, the water purveyor of record for the park, does not have the infrastructure in place to support the fire hydrant and has granted permission to the City to provide fire hydrant service. A Memorandum of Understanding (Attachment) with the City will allow for the installation of the fire hydrant and appurtenant water lines, and provide fire hydrant service.

To meet the Fire Department's requirement that a fire hydrant be installed prior to vertical construction and the construction schedule for Alondra Park Restrooms Project, the estimated cost of \$59,000 for the fire hydrant installation will be funded through change order allowance of the Alondra Park Restrooms Project (Capital Project No. 69552).

Sustainable Design Program

The project will incorporate energy and water conservation efficiency devices, low-impact designs, drought tolerant landscaping, and other sustainable green building features that will meet certification requirements of the U.S. Green Building Council's Leadership Energy and Environmental Design program.

Implementation of Strategic Plan Goal

The project supports the Countywide Strategic Plan of Operational Effectiveness (Goal 1), by improving the efficiency, quality, and responsiveness of County services to all residents. It also directs that we ensure Children, Family and Adult Well-Being (Goal 2), by enhancing the ability of families to live in safe, stable, and supportive communities.

FISCAL IMPACT/FINANCING

The total project cost estimate for the installation of the fire hydrant is \$59,000. The project is funded by change order allowance in the Alondra Park Restrooms Project budget.

Sufficient funding is available in the Fiscal Year 2009-10 Capital Projects Budget under Capital Project No. 69552. The project is funded with Second District net County cost.

Operating Budget Impact

Based on the agreement with the City, Parks and Recreation anticipates an ongoing annual cost of approximately \$475 for hydrant maintenance, which will be absorbed within Parks and Recreation's existing operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required by your Board, the project cost included one percent of design and construction costs to be allocated to the Civic Art Fund per your Board's Civic Art Policy adopted on December 7, 2004.

ENVIRONMENTAL DOCUMENTATION

The installation of the fire hydrant and appurtenances are exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines, Section 15303 (d), and the Environmental Document Reporting Procedures and Guidelines, Class 1 (a, b, and i) and Class 3 (a) adopted by your Board on November 17, 1987. These sections allow for the addition of limited numbers of water lines, meters, fire hydrants, and safety devices.

CONTRACTING PROCESS

Not applicable.

The Honorable Board of Supervisors
June 29, 2010
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended services.

CONCLUSION

Please return one adopted copy of this letter to the Chief Executive Office, Capital Projects Division; Public Works, Project Management Division II; Parks and Recreation; and the Civic Arts Commission.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:GF:SK
DJT:AH:zu

Attachment

- c: Executive Office, Board of Supervisors
- Auditor-Controller
- Arts Commission
- County Counsel
- Department of Parks and Recreation
- Department of Public Works
- Office of Affirmative Action Compliance

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LOS ANGELES
COUNTY AND CITY OF TORRANCE FOR FIRE HYDRANT SERVICE AT
ALONDRA PARK**

This memorandum of understanding (MOU) is entered into this ____ day of _____, 2010, ("Effective Date") by and between the County of Los Angeles, acting through its Department of Parks and Recreation (DPR) and its Department of Public Works (DPW) (collectively, "County"), on the one hand, and the City of Torrance ("City"), on the other hand, for the following purposes and subject to the following understandings between the County and City:

1. **Construction Project** County, acting through its employees and contractors, is planning to construct a pool, pool house, recreation building, comfort stations, and various other general improvements at Alondra Park, which is hereinafter referred to as the "Alondra Park Pool and Skate Park project" or the "Project." . See Exhibit 1. County is responsible for the construction management of the Alondra Park Pool and Skate Park project.
2. **Fire Hydrant Service ("FHS")** The Project requires a fire hydrant be provided within the road right of way at the northeast corner of Yukon Avenue and Redondo Beach Boulevard to address fire protection needs. See Exhibit 3. The water purveyor for the Project does not have the infrastructure in place to support fire hydrants. The County has obtained a letter from the water purveyor that grants permission to the City and County to install a Fire Hydrant Service ("FHS") in their water service area. The letter from the water purveyor is attached to this Agreement as Exhibit 2. To complete the Project, a fire hydrant must be installed within road right of way on Redondo Beach Blvd. The FHS will include the connection to the City water main in the south side of Redondo Beach Boulevard, the 8 inch piping and bedding connecting the City water main with the water meter on the north side of Redondo Beach Boulevard, the 8 inch meter with 2 inch bypass meter, the fire hydrant lateral piping and bedding, the fire hydrant, and appurtenances. See Exhibit 3. Water service to this meter will be provided by the City.
3. **Permission Granted.** The City grants permission to County to connect the FHS to the City water main on the south side of Redondo Beach Boulevard after the County obtains the necessary permit from the City. The City shall bill the County and the County agrees to pay the City the then current monthly readiness to serve charge for a 2 inch meter and the commodity charge based on the amount of water used as determined by the meter's registers. The County also agrees that the FHS will be used for actual firefighting purposes only. Use of the FHS for other than firefighting purposes (e.g., irrigation of landscaping, washing a parking lot, filling a pond, etc.) may result in termination of this Agreement. Any water used for flushing or maintenance of the FHS will be paid for by the County.

4. **Design** The County shall submit to the City for approval the proposed design of the FHS. The proposed design will be shown as a revision on the City's water plan WP-216. The proposed design shall be in accordance with the applicable City standards.
5. **Pre-Construction Meeting** At least five working days prior to the start of construction of the FHS, the County will coordinate and schedule a meeting with County, the City and the contractor to discuss general procedures, project schedule and requirements. Prior to this meeting, the contractor must have obtained from the City a no-fee Construction and Excavation Permit for the proposed FHS.
6. **Construction / Inspection** The County will cause the FHS to be installed. DPW's contractor will excavate, trench, and install the FHS. The installation of the FHS will be at no cost to the City. The City will furnish, at no cost to the County, an inspector to inspect the installation of the FHS. The City's inspection will be limited to the installation of the FHS hardware and water quality testing. The County's inspection, at no cost to the City, will include, but not be limited to, trench excavation, traffic control, trench backfill, and paving. City and County acknowledge and agree that their inspectors will make best efforts to cooperate and consult with each other. Any orders of the City inspector to the contractor will be made through the County inspector. Any orders of the City inspector regarding the installation of the FHS hardware and water quality will prevail over the County inspector and be final.
7. **Amendments** This MOU may be amended only by written agreement between the County and the City.
8. **Term** Unless earlier terminated by written notice, this Agreement will continue in full force and effect from the Effective Date through August 1, 2019. The Agreement will be automatically renewed for successive one year terms, unless at least 30 days prior to the date of any such renewal, either party provides notice to the other party of its intention not to renew.
9. **Maintenance** The FHS will be located in road right of way. Maintenance for the FHS will be provided by the City, at no cost to the County, except for the cost of flushing water. All work outside of the City limit, with the exception of emergency work and short duration maintenance (two hours or less), including lane closures required for maintenance of the FHS will require a permit from DPW's Construction Division, 8th Floor Counter, 900 South Fremont Avenue, Alhambra, California 91803. The City is not responsible for the cost of maintenance to, or repair and/or re-installation of the FHS due to vandalism, accident, acts of God, civil unrest, natural disasters, enemy or hostile government action, fire or other casualty, or other causes beyond the reasonable control of the City. Cost of maintenance, repair, or re-installation of the FHS in these situations will be paid

for by the County. Additionally, City will not be responsible for any and all injuries or damages that are a result of the failure of the FHS through no fault of the City.

10. **Indemnification and Hold Harmless** Neither County nor any officer, employee, representative or agent of County shall be responsible for any damage, liability, or injury occurring by reason of any acts or omissions on the part of City under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of City under this MOU. It is also understood and agreed that, pursuant to Government Code, Section 895.4, City shall fully indemnify, defend, and hold County harmless from and against any liability for "injury" (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of City under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of City under this MOU. Neither City nor any officer, employee, representative or agent of City shall be responsible for any damage, liability or injury occurring by reason of any acts or omissions on the part of County under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of County under this MOU. It is also understood and agreed that, pursuant to Government Code, Section 895.4, County shall fully indemnify, defend, and hold City harmless from and against any liability for "injury" (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of County under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of County under this MOU. However, nothing in this Agreement will limit any governmental immunity to which the City or County is entitled to as provided by Federal, State, or local law.

11. **Notice**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective upon on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

COUNTY:

Director of Parks and
Recreation
Los Angeles County
Department of Parks and
Recreation
433 South Vermont Avenue
Los Angeles, CA 90020

Fax: (213) 738-6444

CITY:

City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

12. **Termination** If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default. Upon termination of this Agreement, the County will reimburse the City for any reasonable out-of-pocket costs incurred by the City associated with abandonment and/or removal of the FHS.
13. **Integration; Amendment** This Agreement represents the entire understanding of City and County as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.
14. **Interpretation** The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.
15. **Severability** If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.
16. **Governing Law; Jurisdiction** This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.
17. **Waiver Of Breach** No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.
18. **Exhibits** All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
Gail Farber, Director

By: _____ Date: _____
Massood Eftekhari, Deputy Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
Russ Guiney, Director

By: _____ Date: _____
Russ Guiney, Director

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____
ROBERT C. CARTWRIGHT
Principal Deputy County Counsel

CITY OF TORRANCE

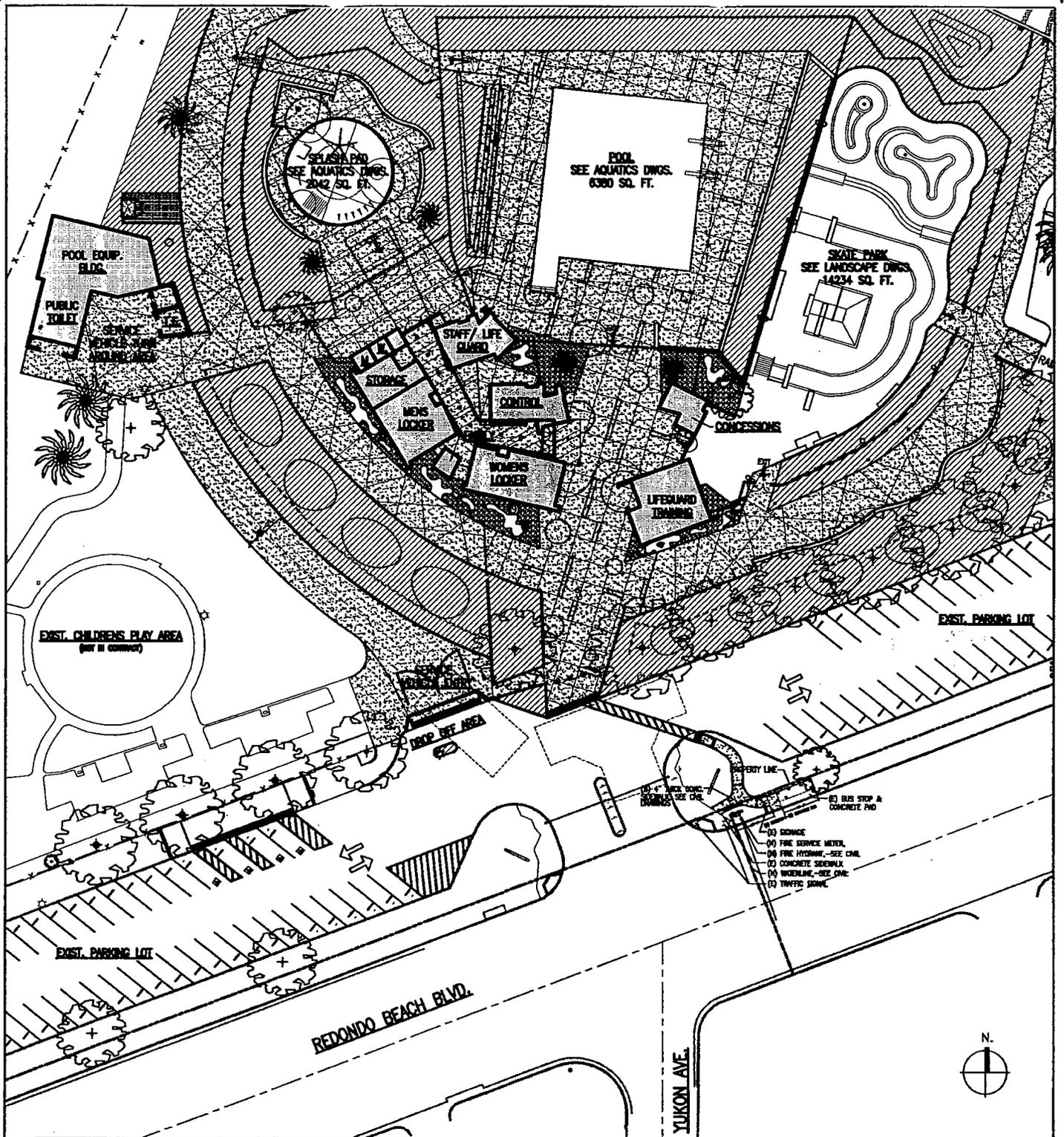
Robert J. Beste, Public Works

By: _____ Date: _____
Robert J. Beste, Director

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____



FRANK R. WEBB
architects

8607 Venice Boulevard
Los Angeles, CA 90034
tel: 310-559-4717

Drawing
Title

NEW FIRE HYDRANT AND METER

Job Title

ALONDRA PARK



ALONDRA PARK POOL, WATER PLAY & SKATE PARK
3535 REDONDO BEACH BLVD.
LAWDALE, CA 90260

CLIENT PROJ. #86749 SPEC. #6857

Scale $1/64" = 1'-0"$

Project No. **07025**

Checked By **J. REYES**

Date Printed **MAR. 8, 2010**

Dwg. No.

EXHIBIT 1



Jack
Alan
File

March 9, 2010

Public Works Dep.

City of Torrance
Attention: Mr. Robert Beste, Public Works Director
20500 Madrona Avenue
Torrance, CA 90503

Los Angeles County Department of Public Works
Attention: Al Martins, Capital Projects Program Manager
Project Management Division II
900 South Fremont Avenue, 5th Floor
Alhambra, CA 91803

Re: Letter Agreement for Public Fire Protection at Alondra Park

Golden State Water Company (GSWC) provides water service to Los Angeles County's Alondra Park (the Park), located in the city of Lawndale, in our Southwest system. The 84-acre Park is bounded on the north by Manhattan Beach Boulevard, on the south by Redondo Beach Boulevard, on the east by the Dominguez Channel (west of Crenshaw), and on the west by Prairie Avenue. Service is provided from GSWC's water mains on Manhattan Beach Boulevard and on Prairie Avenue. The Company does not have a water main in Redondo Beach Boulevard.

Los Angeles County (the County) is proposing to construct a new pool, water play, and skate park on approximately three acres of the Park (the Improvements) on the southerly (Redondo Beach Boulevard) side of the Park. The Los Angeles County Fire Department requires the installation of one (1) public hydrant on Redondo Beach Boulevard, at Yukon Avenue. In order to provide said fire protection from its water system, GSWC would require a 2,900-foot extension of its water main, at the expense of the County.

The city of Torrance (City) has an existing water main on Redondo Beach Boulevard, which currently meets the required fire flow.

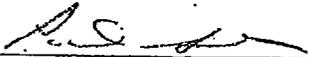
The County desires the City to provide the required fire flow in lieu of incurring the expense of requesting a main extension from GSWC.

Under California Public Utilities Commission General Order 103-A, Section VI, Section 5, GSWC is responsible for maintaining fire hydrant service in its service territory to the extent of its means. GSWC does not have the means to provide fire flow protection to the Improvements without an extension of the main.

Letter Agreement for Public Fire Protection at Alondra Park
March 9, 2010
Page 2

The City agrees to provide the public fire protection to the Improvements via the installation of one (1) fire hydrant. Said public fire protection will be provided by the installation of a fire hydrant on the north side of Redondo Beach Boulevard, connected to the City's water main on Redondo Beach Boulevard in the vicinity of Yukon Avenue until such time as GSWC notifies the County and the Los Angeles County Fire Department that it has installed a water main in Redondo Beach Boulevard in the vicinity of said fire hydrant or is otherwise able to provide public fire protection to the Improvements.

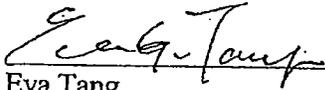
Executed 15th day of March, in the year 2010.



Patrick R. Scanlon
Golden State Water Company



City of Torrance

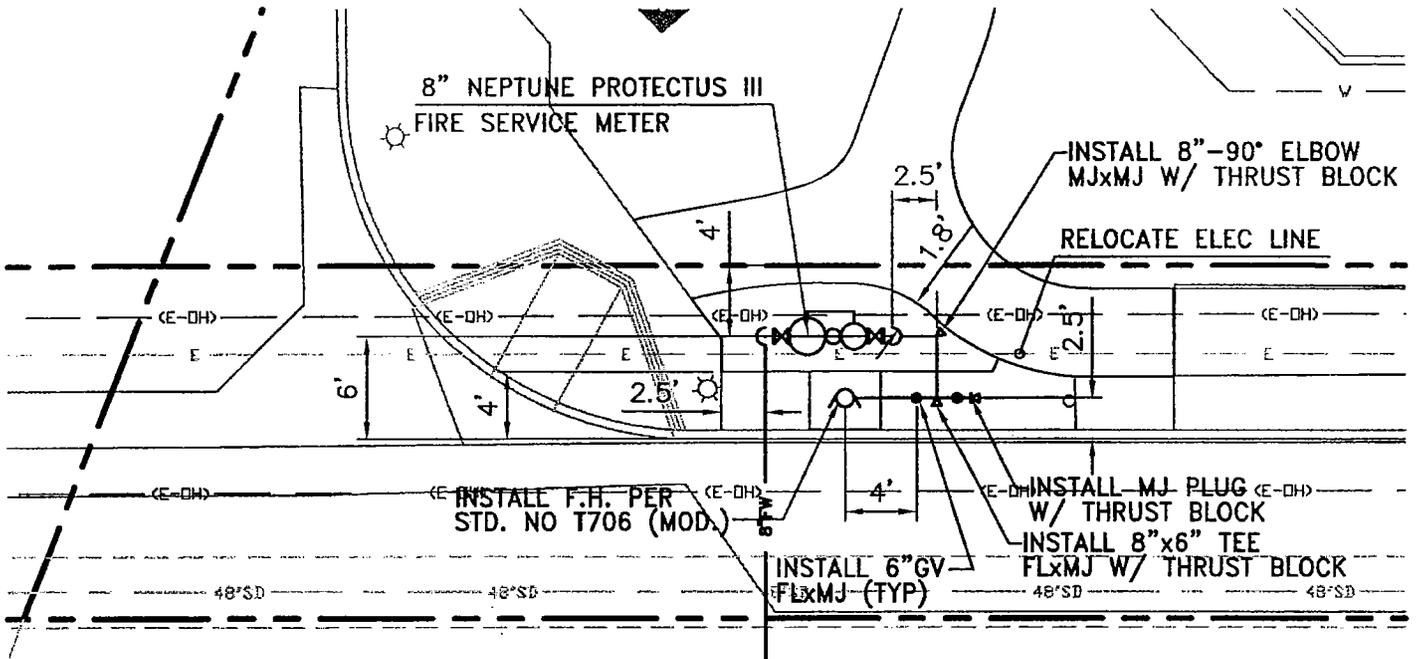


Eva Tang
Golden State Water Company

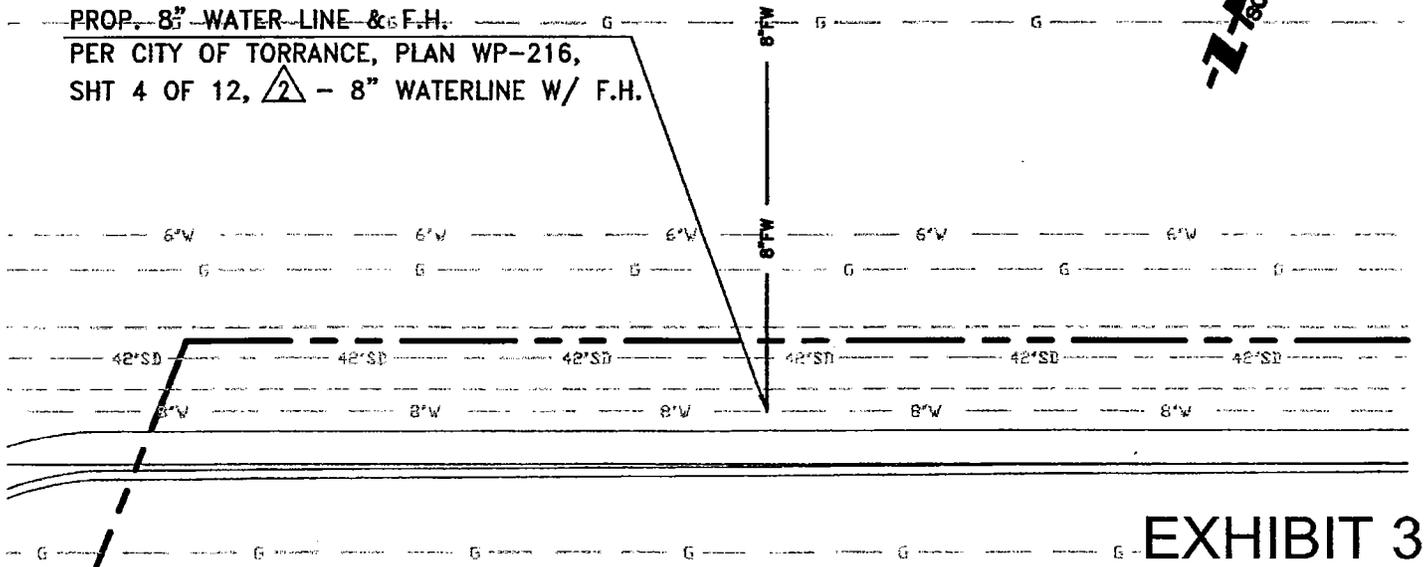
cc: Los Angeles County Fire Department
Fire Prevention Division, Fire Prevention Engineering
5823 Rickenbacker Road
Commerce, CA 90040

William C. Gedney, Golden State Water Company
Shad Rezai, Golden State Water Company
Alice F. Shiozawa, Golden State Water Company

EXHIBIT 2



REDONDO BEACH BLVD.



SCALE 1" = 10'