



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

April 02, 2019

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

35 April 2, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**WATER RESOURCES CORE SERVICES AREA
USE, MAINTENANCE, AND FUNDING AGREEMENT BETWEEN THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND THE CITY OF SANTA CLARITA FOR THE
MINT CANYON CHANNEL MISCELLANEOUS TRANSFER DRAIN 1868 PROJECT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval for the Los Angeles County Flood Control District to enter into a Use, Maintenance, and Funding Agreement with the City of Santa Clarita to allow the City of Santa Clarita to construct the Mint Canyon Channel Miscellaneous Transfer Drain 1868 Project, complete various real estate transactions, maintain the improvements above the boxed storm drain, provide for environmental compliance, contribute funds toward the Miscellaneous Transfer Drain 1868 Project, and for the Los Angeles County Flood Control District to contribute funds towards the Mint Canyon Channel Miscellaneous Transfer Drain 1868 Project in the amount not to exceed \$4,140,000.

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 Canyon Country Community Center Project, which includes the Mint Canyon Channel Miscellaneous Transfer Drain 1868 Project, consider the Initial Study/Mitigated Negative Declaration, prepared and adopted by the City of Santa Clarita as lead agency, on July 11, 2017; certify that the Board has independently considered and reached its own

conclusions regarding the environmental effects of the Los Angeles County Flood Control District's approvals related to the Mint Canyon Channel Miscellaneous Transfer Drain 1868 Project as shown in the Initial Study/Mitigated Negative Declaration; adopt the mitigation monitoring program, as applicable to the Los Angeles County Flood Control District's actions, finding that the mitigation monitoring program is adequately designed to ensure compliance with the mitigation measures during the Mint Canyon Channel Miscellaneous Transfer Drain 1868 Project implementation; and find that there are no further feasible alternatives or feasible mitigation measures within the Board's power that would substantially lessen or avoid any significant affects the Mint Canyon Channel Miscellaneous Transfer Drain 1868 Project would have on the environment.

2. Find the fee interest in a portion of Mint Canyon Channel Parcel 87, Assessor Identification No. 2844-003-902, in the City of Santa Clarita is no longer required for the purposes of the Los Angeles County Flood Control District.
3. Find the grant of easement in a portion of Mint Canyon Channel Parcel 87, Assessor Identification No. 2844-005-906, for purposes of widening Solamint Road in the City of Santa Clarita, and subsequent use of said easement, will not interfere with the use of Mint Canyon for any purposes of the Los Angeles County Flood Control District.
4. Approve the Mint Canyon Channel Miscellaneous Transfer Drain 1868 Project
5. Find the use of the Los Angeles County Flood Control District's Mint Canyon facility by the City of Santa Clarita for the Canyon Country Community Center Project will not interfere with the use of Mint Canyon facility for any purposes of the Los Angeles County Flood Control District.
6. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute a 50-year Use, Maintenance, and Funding Agreement and any documents involving the real estate transactions contemplated therein.
7. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute amendments to extend the term of the Use, Maintenance, and Funding Agreement for periods not-to-exceed 10 years per amendment for a maximum term of 100 years, if the Chief Engineer of the Los Angeles County Flood Control District or his designee determines that the City of Santa Clarita's continued use of the Mint Canyon, for the term of the proposed extension, will not interfere with the use of that property by the Los Angeles County Flood Control District and that the City of Santa Clarita has satisfactorily complied with all terms and conditions of the Use, Maintenance, and Funding Agreement during the preceding term, subject to such additional reasonable terms and conditions as the Chief Engineer or his designee deems necessary or appropriate to protect the Los Angeles County Flood Control District's interests.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to comply with the California Environmental Quality Act (CEQA) for a Responsible Agency and allow the Los Angeles County Flood Control District to enter into the enclosed Use, Maintenance, and Funding Agreement with the City of Santa Clarita.

The Agreement provides for the maintenance and funding of the Mint Canyon Channel Miscellaneous Transfer Drain 1868 (referenced in the Agreement as the Channel Project and Storm Drain Project), use of the Channel Project for public recreation purposes for 50 years, the gratis transfer of surplus property adjacent to the District's Mint Canyon facility from the District to the City

for public recreational purposes, and the grant of easement to the City to widen Solamint Road, for fair market value. The District will also be receiving an easement for storm drain purposes and surplus City property adjacent to the Mint Canyon facility from the City, at no cost to the District.

The City intends to develop the Canyon County Community Center Project (C4 Project), a multiuse community center, on City property adjacent to the District's Mint Canyon channel facility. The C4 Project will include a community center, gymnasium, outdoor basketball court, parking, green-space/park features with recreational amenities, and an underground stormwater and runoff capture and infiltration system. The City approached the District in July 2015 to purchase District property for their C4 Project. The discussions evolved to cooperating on the construction of the C4 Project and Channel Project (combined herein after as the Joint Project), which could help realize the City's vision while also upgrading the District's Channel Project.

The Channel Project will replace approximately 750-feet of natural bottom channel with an underground double reinforced concrete box storm drain. The City will utilize the area above the boxed storm drain to develop green space and park features, making it a more beneficial project for the community. The Channel Project will improve flood protection, aesthetic, and recreational opportunities within the District's channel right of way. The Storm Drain Project will install approximately 560-feet of storm drain lateral to replace the existing open swale. The alignment of the Storm Drain Project will accommodate the footprint and layout of the C4 Project's community center and park amenities.

The District has completed the design of the Channel Project. The City will administer the construction contract and environmental compliance of the C4 Project and the Mint Canyon Channel Miscellaneous Transfer Drain 1868. The District will reimburse the City for the construction cost of the Channel Project in an amount not to exceed \$4,140,000.

Construction of the project is estimated to start April 3, 2019, and will complete by October 31, 2019.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provision of Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. The recommended action supports ongoing efforts to manage and improve public infrastructure assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

In accordance with the Agreement, the District will pay the costs of design and inspection of the Mint Canyon Channel Miscellaneous Transfer Drain 1868. The District will fund 60 percent of the construction of the Channel Project in the amount not to exceed \$4,140,000.

Sufficient funding is available in the Flood Fund Fiscal Year 2018-19 Budget.

There will be no monetary consideration for the sale of the portion of Mint Canyon Channel Parcel 87 (AIN 2844-003-902) that is no longer needed for purposes of the District. The quitclaim deed will contain a condition that the property can only be used for public recreation purposes or the City must compensate the District fair market value for the property. In addition, the City is transferring fee title in two City-owned parcels, Assessor Identification Nos. 2844-005-908 and 2844-005-909 to the

District for no monetary consideration provided those parcels are used exclusively for maintenance staging areas.

The City will pay the District fair market value, as established by licensed real estate appraiser, for the grant of easement for the widening of Solamint Road.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The grant of easement and transfer of surplus property from the District to the City are authorized by Section 2 of the Los Angeles County Flood Control Act. This section provides, in pertinent part, as follows: "The Los Angeles County Flood Control District is hereby declared to be a body corporate and politic and has all the following powers...10. To grant or otherwise convey to counties, cities and counties, cities or towns easements for street and highway purposes, over, along, upon, in, through, across or under any real property owned by the Los Angeles County Flood Control District...13. To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of said board of supervisors said property, or any interest therein or part thereof, is no longer required for the purposes said District..."

ENVIRONMENTAL DOCUMENTATION

In executing the Agreement for the Channel Project, the District is acting as a responsible agency for the C4 Project. The City, as lead agency, prepared an initial study, consulted with the District, and adopted a Mitigated Negative Declaration (MND) on July 11, 2017. A copy of the MND and Mitigation Monitoring Program can be found at: <https://gofile.io/?c=50fIJX>.

The MND prepared by the City for the C4 Project analyzed the environmental impacts of the Channel Project and determined that all impacts of the project will be reduced to the level of insignificance with implementation of the Mitigation Monitoring Program (MMP). The District is adopting applicable measures from the MMP related to its actions.

The location of the documents and other materials constituting the record of the proceedings is located at the Los Angeles County Public Works 900 South Fremont Ave, Alhambra, California 91803, Stormwater Planning Division.

Upon the Board's approval of the Channel Project, Public Works will file a Notice of Determination with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

When the project is completed, it will have a positive impact by improving flood control reliability in the region and reducing the annual maintenance load of the area's field crews.

CONCLUSION

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" written in a larger, more prominent script than the last name "Pestrella".

MARK PESTRELLA

Director

MP:KAL:tr

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel (Mark Yanai)
Executive Office

AGREEMENT No. XXXXX
CANYON COUNTRY COMMUNITY
CENTER AND MINT CANYON
CHANNEL CONSTRUCTION
PROJECT
ASSESSOR'S IDENTIFICATION NOS.
2844-003-902, 903; 2844-005-906;
2844-003-904, 905, 906; 2844-005-
907, 908, 909, 910; and 2844-005-016
FIFTH DISTRICT

USE, MAINTENANCE AND FUNDING AGREEMENT

This USE, MAINTENANCE and FUNDING Agreement (hereinafter referred to as "AGREEMENT") is made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic (hereinafter referred to as "DISTRICT"), and the CITY OF SANTA CLARITA, a municipal corporation, (hereinafter referred to as "CITY"). The DISTRICT and the CITY are collectively referred to as "PARTIES".

RECITALS

WHEREAS, the DISTRICT owns land in the CITY identified by Assessor Identification Nos. 2844-003-902, 2844-003-903, 2844-005-906, (hereinafter referred to as DISTRICT PROPERTY); and

WHEREAS, the CITY proposes to design and construct the Canyon Country Community Center (hereinafter referred to as C4 PROJECT) on CITY owned properties east of Sierra Highway, north of Soledad Canyon Road, west of Solamint Road, and south of Dolan Way (hereinafter referred to as CITY PROPERTY) and a portion of the DISTRICT PROPERTY; (hereinafter referred to as USE AREA), as depicted on Exhibit A; and

WHEREAS, the C4 PROJECT will include a 25,000 square-foot community center with recreational amenities, picnic areas, shade structures, parking lots, a staging area, and landscaping; an infiltration basin, hydrodynamic separator and appurtenances, connection pipe, and diversion structure to capture, treat and infiltrate stormwater and urban runoff; street improvements on Soledad Canyon Road, Sierra Highway, Dolan Way and the widening of Solamint Road between Dolan Way and 450-foot south of Dolan Way as depicted on Exhibit A; and

WHEREAS, the DISTRICT proposes to design a concrete open and box channel on DISTRICT PROPERTY, between Solamint Road and Soledad Canyon Road to replace the soft-bottom portion of the Mint Canyon channel, a new 25-foot wide maintenance and pedestrian access road on top and adjacent to the box channel, and a maintenance access ramp (hereinafter referred to as CHANNEL PROJECT); and

WHEREAS, the DISTRICT proposes to design a storm drain to capture flows from two existing storm drains and a diversion structure to be located on the CITY PROPERTY and the DISTRICT PROPERTY (hereinafter referred to as STORM DRAIN PROJECT); and

WHEREAS, a portion of the C4 PROJECT, consisting of the diversion structure and inlet to the connection pipe (hereinafter referred to as the STORM DRAIN DIVERSION), is proposed to be located within the STORM DRAIN PROJECT; and

WHEREAS, the CHANNEL PROJECT and STORM DRAIN PROJECT combined are hereinafter referred to as DRAINAGE PROJECT; and

WHEREAS, the C4 PROJECT and the DRAINAGE PROJECT combined are hereinafter referred to as JOINT PROJECT; and

WHEREAS, the CITY and DISTRICT desire to enter an AGREEMENT to establish use, maintenance, and funding responsibilities of each party relating to the JOINT PROJECT; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

SECTION 1. Design, Construction and Implementation of JOINT PROJECT

- 1.1. CITY will design and prepare plans and specifications for the C4 PROJECT and shall advertise, award and administer a construction contract for the JOINT PROJECT.
- 1.2. DISTRICT will design and prepare plans and specifications for the DRAINAGE PROJECT, and CITY shall construct the DRAINAGE PROJECT in accordance with the DISTRICT's design plans, standards, specifications, all applicable regulatory permits, and this agreement.
- 1.3. CITY understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA guidelines, the National Environmental Policy Act (NEPA) and any applicable NEPA regulations of any federal agency with regulatory jurisdiction over the JOINT PROJECT or any portion thereof, prior to implementation, and that CITY shall be the lead agency with respect to any and all CEQA and NEPA compliance related to the JOINT PROJECT.
- 1.4. In addition to the other indemnification obligations as specified below, CITY hereby agrees to indemnify, defend, and hold harmless DISTRICT and County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the

JOINT PROJECT, or any part thereof, that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines.

- 1.5. Prior to commencement of any construction activity in connection with the C4 PROJECT on the USE AREA by or on behalf of CITY, CITY shall submit the plans and specification for the C4 PROJECT and shall apply for and obtain a permit or permits from the Land Development Division, Encroachment Permits and Inspection Section, of the Los Angeles County Public Works. CITY shall also obtain DISTRICT's prior written approval should CITY propose to make any changes to the approved plans and specifications related to work within the USE AREA. DISTRICT shall have the right to refuse to issue a permit to CITY if C4 PROJECT or any condition of any THIRD-PARTY APPROVAL as defined in Section 3.9 herein, impose additional regulatory requirements or impediments on the primary uses and purposes of the USE AREA or DISTRICT PROPERTY for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission).
- 1.6. Prior to commencement of any construction activity in connection with the DRAINAGE PROJECT by or on behalf of CITY, CITY shall apply for and obtain a permit or permits from the Land Development Division Encroachment Permits and Inspection Section, of the Los Angeles County Public Works. CITY shall construct DRAINAGE PROJECT in compliance with the plans and specifications prepared by the DISTRICT and the permits obtained from the Los Angeles County Public Works. DISTRICT will cooperate with the CITY should changes to the DRAINAGE PROJECT become necessary. This AGREEMENT will be referenced in the permit conditions.
- 1.7. DISTRICT shall provide full inspection through the DISTRICT's permit process at no cost to the CITY to inspect the construction of the DRAINAGE PROJECT and the portion of the C4 PROJECT located on the USE AREA. The DISTRICT's inspectors shall be the only inspector with power to instruct the contractor concerning aforementioned project components, whereas the CITY's inspector shall not issue any directive(s) to the contractor, but shall work through the DISTRICT's inspector. Conversely, the CITY's inspector shall be the only inspector with power to instruct the contractor concerning the C4 PROJECT, whereas the DISTRICT's inspector shall not issue any directive(s) to the contractor, but shall work through the CITY's inspector.
- 1.8. CITY shall track the cost of extra work, also known as change orders, caused by differing site conditions, design errors/omissions, and necessary changes in scope. The DISTRICT will pay its percentage share of change orders exclusively for the CHANNEL PROJECT as discussed in Section 5, Funding and Payments.

- 1.9. CITY shall provide an inspection and construction management services at all times during the construction of the DRAINAGE PROJECT and shall provide project schedules outlining itemized construction tasks to the DISTRICT.
- 1.10. Upon completion of the construction of the JOINT PROJECT, the CITY shall provide to the DISTRICT a complete set of the approved as-built plans for the JOINT PROJECT in an electronic format. In addition, the CITY shall provide GIS shapefiles for all maps depicting the JOINT PROJECT at no cost to the DISTRICT.
- 1.11. Upon completion of construction of the DRAINAGE PROJECT, approval of construction of the DRAINAGE PROJECT by the DISTRICT (as evidenced by a written notice of acceptance by the DISTRICT), and conveyance of the easement for covered storm drain and appurtenant structures from the CITY to the DISTRICT as described in subsection 2.1.3, below, the DRAINAGE PROJECT shall be deemed transferred and conveyed to the DISTRICT, and the DISTRICT shall thereafter provide for the operation, maintenance, repair and improvement of the DRAINAGE PROJECT.
- 1.12. DISTRICT shall not unreasonably withhold its approval of the construction of the DRAINAGE PROJECT upon completion.
- 1.13. CITY shall be responsible for all community relations related to the JOINT PROJECT prior to the commencement of construction and during construction including responding to public inquiries, and complaints, and shall be responsible for all community relations related to the C4 PROJECT after construction of the JOINT PROJECT has been completed. DISTRICT shall be responsible for all community relations, including responding to public inquiries and complaints, related to the DRAINAGE PROJECT, after construction of the JOINT PROJECT has been completed.
- 1.14. CITY agrees to provide the DISTRICT with keys or the ability to open all gates within and related to access to the USE AREA.

SECTION 2: Exchange of Real Property Interests

- 2.1. Upon completion of DRAINAGE PROJECT as described in Section 1: above, the PARTIES shall exchange real property interests as follows:
 - 2.1.1. DISTRICT shall quitclaim to CITY portions of the DISTRICT PROPERTY identified by APN 2844-003-902, located west of the USE AREA for the purposes of the C4 PROJECT, subject to a reservation of an easement for covered storm drain and appurtenant structures to operate and maintain the STORM DRAIN PROJECT on DISTRICT PROPERTY, as depicted on Exhibit B.

- 2.1.2. CITY shall grant DISTRICT an easement for covered storm drain and appurtenant structures to operate and maintain the STORM DRAIN PROJECT on CITY PROPERTY, excluding the diversion structure as depicted on Exhibit B.
- 2.1.3. CITY shall quitclaim to the DISTRICT Assessor Parcel Nos. 2844-005-908 and 2844-005-909, with a reservation of an easement required to widen Solamint Road hereinafter referred to as STAGING AREA as depicted on Exhibit B.
- 2.1.5 DISTRICT shall grant the CITY an easement required to widen Solamint Road over a portion of Mint Canyon channel as depicted on Exhibit B for fair market value established by an appraisal prepared by licensed appraiser, hired by the City, at the City's sole expense, and submitted to DISTRICT for review and approval.
- 2.2. DISTRICT will prepare the documents to effect the exchange of property interests described above, except that the CITY shall prepare the legal descriptions for those documents.
- 2.3. The quitclaim deed from the DISTRICT to the CITY will contain a condition that the property can only be utilized for public recreation purposes and if that use changes, the CITY will be required to pay the DISTRICT fair market value of the property as determined by an independent appraisal prepared by a licensed appraiser, hired by the DISTRICT, at the DISTRICT's sole expense, and submitted to the CITY for review and approval.
- 2.4. The quitclaim deed from the CITY to the DISTRICT will contain a condition that the property only be used by DISTRICT for a staging area for maintenance and operation activities for DISTRICT facilities. If that use changes, the DISTRICT will be required to pay the CITY fair market value of property as determined by an independent appraisal prepared by a licensed appraiser, hired by the DISTRICT, at the DISTRICT's sole expense, and submitted to the CITY for review and approval. .

SECTION 3. Authorized Use

- 3.1. CITY is authorized and permitted to use the DISTRICT PROPERTY for the construction of JOINT PROJECT in accordance with the terms and conditions of this AGREEMENT and the approved plans. CITY is not permitted to dedicate or personalize any improvements or place signage on the DISTRICT PROPERTY without prior written approval by DISTRICT. Any other use of the DISTRICT PROPERTY by CITY is prohibited.
- 3.2. After completion of the JOINT PROJECT and exchange of real property interests described in Section 2, above, CITY shall be authorized and permitted to use the USE AREA as depicted on Exhibit A for the operation

and maintenance of the C4 PROJECT for a term not to exceed 50 years. CITY is not permitted to dedicate or personalize any improvements or place signage on the USE AREA without prior written approval by DISTRICT. Any other use of the USE AREA by CITY is prohibited.

- 3.3 CITY acknowledges that DISTRICT will perform periodic maintenance on and within CHANNEL. DISTRICT reserves the right to temporarily restrict or prohibit public access to some or all the USE AREA, as DISTRICT determines to be reasonably necessary to perform these maintenance activities. DISTRICT shall provide the CITY at least 48-hour notice of planned maintenance activities that will require closure of the USE AREA to public use and shall notify CITY of any emergency or other unplanned maintenance activities that will require closure of the USE AREA to public use at the earliest possible time. DISTRICT shall not be responsible for providing alternative access to or within USE AREA during these maintenance activities.
- 3.4 After completion of JOINT PROJECT, exchange of real property interests described in Section 2, above, and acceptance of the DRAINAGE PROJECT as described in Section 1.11, above, CITY shall be authorized and permitted to use the STAGING AREA for public parking during special park events. A calendar of scheduled events shall be provided to the DISTRICT when available. CITY shall notify the DISTRICT regarding any such proposed use of the STAGING AREA at least two weeks in advance of the event date to request confirmation of availability from the DISTRICT and shall thereafter coordinate with the DISTRICT throughout the event. Any other use of the STAGING AREA or any portion thereof by CITY is expressly prohibited unless authorized in writing by the DISTRICT.
- 3.5 CITY may utilize the STAGING AREA when not used by DISTRICT to temporarily park maintenance equipment while actively maintaining the C4 PROJECT. The CITY shall not occupy the STAGING AREA or any portion thereof for any continuous use or event for more than a 48-hour period without explicit written approval from the DISTRICT.
- 3.6. DISTRICT reserves the right to use or allow others to use the USE AREA for any and all lawful purposes including, but not limited to, public transportation, utilities, roads, parks and recreation, and/or other related uses together with incidental rights of construction and installation of facilities, ingress and egress, operation and maintenance, provided that any such use shall not unreasonably interfere with the CITY's use of the USE AREA described above. DISTRICT will repair and pay for any damage to CITY improvements in the USE AREA resulting from allowing others to use the area for the above purposes.
- 3.7. DISTRICT reserves the right to place signage in the USE AREA as long as such signage does not unreasonably interfere with the CITY'S intended use

of the USE AREA. The CITY will be consulted for the location of the signage.

- 3.8. After completion of the JOINT PROJECT and exchange of real property interests described in Section 2, above, CITY shall be authorized and permitted to use the STORM DRAIN PROJECT for the operation and maintenance of the STORM DRAIN DIVERSION. CITY'S use of the STORM DRAIN PROJECT shall be nonexclusive, shall be subordinate to the uses of the STORM DRAIN PROJECT by DISTRICT, and shall at no time interfere with DISTRICT'S use of the DRAINAGE PROJECT.
- 3.9. This AGREEMENT is valid only to the extent of DISTRICT'S jurisdiction. Acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over JOINT PROJECT and the consent of underlying fee owner(s) or easement holders other than DISTRICT, hereinafter collectively referred to as THIRD-PARTY APPROVALS, if any, is the responsibility of the CITY. CITY shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees, and compensatory mitigation expenses directly related to the construction, of the JOINT PROJECT or the operations and maintenance of the C4 PROJECT. CITY shall provide DISTRICT copies of all THIRD-PARTY APPROVALS.
- 3.10. CITY shall not discharge any non-stormwater from the C4 PROJECT to the DRAINAGE PROJECT or any other storm drains owned or operated by the DISTRICT without first obtaining a permit from the Los Angeles County Public Works' Land Development Division.

SECTION 4: Maintenance of PROJECT

- 4.1. Upon completion of JOINT PROJECT, CITY shall inspect, operate, maintain, and repair the USE AREA, and the STORM DRAIN DIVERSION in a safe, clean, orderly and good working condition and in accordance with the terms and conditions of this AGREEMENT, throughout the term of this AGREEMENT. CITY's responsibilities shall include, but not be limited to, the following:
 - 4.1.1. CITY shall remove all debris, including sediment and trash that accumulates in STORM DRAIN DIVERSION.
 - 4.1.2. CITY shall not permit rubbish, tin cans, bottles, garbage or any other trash and debris to accumulate within the USE AREA at any time.
 - 4.1.3. CITY shall not commit, suffer, or permit any waste on USE AREA or permit any acts to be done in violation of any laws or ordinances thereon.

- 4.1.4. CITY shall conduct all homeless removal activities within the C4 PROJECT and within the USE AREA in a clean and orderly manner, and in compliance with all applicable Federal and State laws and local ordinances (including the Los Angeles County Flood Control District Code).
- 4.1.5. CITY shall inspect the portion of the C4 PROJECT within the USE AREA for vectors and shall promptly resolve any vector-related issues.
- 4.1.6. DISTRICT will provide vector control of the CHANNEL PROJECT and shall promptly resolve any vector-related issues.
- 4.1.7. CITY shall remove graffiti from, but not limited to, any walls, fences, and signs that are located on the portion of the C4 PROJECT within the USE AREA, anytime graffiti is discovered by CITY or anytime CITY is notified by DISTRICT. DISTRICT shall remove graffiti from, but not limited to, any walls, fences, signs located on the CHANNEL PROJECT portion of the USE AREA, anytime graffiti is discovered by the DISTRICT or anytime DISTRICT is notified by CITY. Graffiti must be removed per the following guidelines:
 - 4.1.7.1. Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, Monday through Friday.
 - 4.1.7.2. Remove other graffiti within 72 hours, Monday through Friday.
- 4.1.8. CITY shall replace or repair any property of DISTRICT that is damaged by CITY or any person entering USE AREA at CITY's invitation or consent, either expressed or implied, within a reasonable time to the satisfaction of DISTRICT. If CITY fails to do so, DISTRICT shall have the right to replace or repair such damaged property and CITY shall compensate DISTRICT for the reasonable costs of such work, within thirty (30) days of the CITY's receipt of an invoice from DISTRICT.
- 4.1.9. The DISTRICT shall replace or repair any property of CITY that is damaged by the DISTRICT during operations and maintenance of the DRAINAGE PROJECT. If DISTRICT fails to do so, CITY shall have the right to replace or repair such damaged property and DISTRICT shall compensate CITY for the reasonable costs of such work, within thirty (30) days of the DISTRICT's receipt of an invoice from CITY.
- 4.1.10. CITY shall open and close all gates as it deems appropriate for the public use of the USE AREA, provide public notification of closures of the USE AREA to public use, respond to all public complaints

regarding public use of the USE AREA and provide appropriate signage related to public use of the USE AREA that includes the contact information of appropriate CITY personnel to address any public inquiries related to public use of the USE AREA.

- 4.1.11. The DISTRICT will address all public complaints related to the DISTRICT use of the STAGING AREA and USE AREA and provide appropriate contact information on signage that includes DISTRICT personnel to address inquiries related to DISTRICT use. The CITY shall address all public complaints related to public use or the CITY's use of the STAGING AREA.
- 4.1.12. CITY and DISTRICT shall provide each agency with a 24-hour contact information for person(s) from the CITY responsible for the operation and maintenance activities of the portions of the C4 PROJECT within the USE AREA.
- 4.1.13. CITY shall coordinate and communicate with the DISTRICT regarding its operation, maintenance, and repair activities that impact or affect the DRAINAGE PROJECT or the USE AREA.
- 4.1.14. CITY shall prepare a maintenance manual (hereinafter referred to as M-MANUAL) describing the operation, maintenance and inspection practices, procedures, and standards for the STORM DRAIN DIVERSION.
 - 4.1.14.1. CITY shall submit a draft version of the M-MANUAL to DISTRICT at the time of the final accounting of the Construction Contract.
 - 4.1.14.2. DISTRICT shall provide the CITY with comments on the draft M-MANUAL within thirty (30) days of submittal.
 - 4.1.14.3. CITY shall incorporate any and all reasonable comments submitted by DISTRICT and shall deliver a final version of the M-MANUAL to the DISTRICT within forty-five (45) days after receipt of the DISTRICT's comments.
- 4.2. CITY shall be responsible for all costs associated with the operation and maintenance of the C4 PROJECT and STORM DRAIN DIVERSION, including but not limited to necessary repairs and replacement of the C4 PROJECT and STORM DRAIN DIVERSION.
- 4.3. CITY shall coordinate and communicate with DISTRICT regarding maintenance and repair activities related to USE AREA and STORM DRAIN DIVERSION. CITY shall notify DISTRICT a minimum of thirty (30) days in advance of any non-routine proposed maintenance activities, except for trash removal, routine maintenance, and shall obtain DISTRICT approval of

any structural repairs. For emergency repairs or other emergency work, the CITY shall notify the DISTRICT immediately.

- 4.4. If the STORM DRAIN PROJECT or any portion thereof is damaged by any negligent act or omission of CITY, CITY shall repair the damage within a reasonable time frame after discovery or notice thereof. CITY shall be responsible for all costs related to any such repair.
- 4.5. If any component of the C4 PROJECT or STORM DRAIN DIVERSION is damaged by any negligent act or omission of DISTRICT, DISTRICT shall repair and replace that component within a reasonable time frame after discovery or notice thereof. DISTRICT shall be responsible for all costs related to any such repair and/or replacement.
- 4.6. The CITY shall provide DISTRICT with an annual summary report of its operations and maintenance of the stormwater and urban runoff capture components of the C4 PROJECT including the status of all regulatory permits as applicable. The annual report is only required when non-routine or emergency work/repairs have been performed by the City. The contents of the summary report shall include at a minimum the following information:
 - 4.6.1. Name of Project
 - 4.6.2. Location description of Project
 - 4.6.3. Project contact information
 - 4.6.4. Description of the Project and its function and direct impact to the DRAINAGE PROJECT operation.
 - 4.6.5. Status of regulatory permits if applicable.
 - 4.6.6. Status of any specialty contract agreements required for ongoing maintenance and repairs.
 - 4.6.7. This survey and status report shall be mailed to:

Attention: Area Engineer
Los Angeles County Flood Control District
Public Works,
Stormwater Maintenance Division
10179 Glenoaks Boulevard
Sun Valley, CA 91352

- 4.7. If the CITY fails to perform any maintenance activities as provided for in this AGREEMENT in a timely manner, the DISTRICT reserves the right to remedy any such maintenance deficiency that the DISTRICT determines impairs the DISTRICT's use of the DRAINAGE PROJECT or the USE

AREA. DISTRICT must notify the CITY in writing thirty (30) days prior to undertaking actions to remedy maintenance deficiency in order to provide the CITY an opportunity to correct such deficiency. If the DISTRICT undertakes to remedy any such maintenance deficiency, the DISTRICT shall prepare and send to the CITY an invoice for all work undertaken by the DISTRICT to remedy the maintenance deficiency, and the CITY shall within thirty (30) days from the receipt of the invoice reimburse the DISTRICT for all costs and expenses reasonably incurred by the DISTRICT to remedy said deficiency.

- 4.8. If the DISTRICT fails to perform any maintenance activities as provided for in this AGREEMENT in a timely manner, the CITY reserves the right to remedy any such maintenance deficiency that the CITY determines impairs the CITY'S use of the USE AREA. CITY must notify the DISTRICT in writing thirty (30) days prior to undertaking actions to remedy maintenance deficiency in order to provide the DISTRICT an opportunity to correct such deficiency. Prior to commencing any such remedial actions, the CITY shall apply for and obtain a permit or permits from the Encroachment Permits and Inspection Section, of the County of Los Angeles Department of Public Works for such actions. If the CITY undertakes to remedy any such maintenance deficiency, the CITY shall prepare and send to the DISTRICT and invoice for all work undertaken by the CITY to remedy the maintenance deficiency, and the DISTRICT shall within thirty (30) days from the receipt of the invoice reimburse the CITY for all cost and expenses reasonably incurred by the CITY to remedy said deficiency.
- 4.9. DISTRICT shall conduct all homeless removal activities within the CHANNEL PROJECT in a clean and orderly manner, and in compliance with all applicable Federal and State laws and local ordinances (including the Los Angeles County Flood Control District Code). DISTRICT shall notify the CITY seven (7) days prior to removal activities.

SECTION 5: Funding and Payments

- 5.1. DISTRICT shall bear all costs to design and prepare the plans and specifications for the DRAINAGE PROJECT.
- 5.2. CITY shall bear all costs to design and prepare the plans and specifications for the C4 PROJECT.
- 5.3. DISTRICT shall contribute of 60 percent towards the total cost of construction of the CHANNEL PROJECT, including change orders related to the CHANNEL PROJECT up-to a not to exceed amount of \$4,140,000.
- 5.4. The CITY shall pay for all other construction costs of the JOINT PROJECT. See Exhibit C for Invoice Schedule.

- 5.5. The DISTRICT shall pay to the CITY \$1,800,000 within 45 days of the execution of this AGREEMENT by the last PARTY to sign. See Exhibit C for Invoice Schedule.
- 5.6. CITY shall bear all ongoing costs related to the inspection, operation, maintenance, and repair of the C4 PROJECT including all portions located within the USE AREA, and the STORM DRAIN DIVERSION, including but not limited to, all necessary repairs and replacement of components complying with, and renewing as necessary, all required regulatory permits
- 5.7. DISTRICT shall bear all ongoing costs related to the inspection, operation, maintenance and repair of the DRAINAGE PROJECT exclusive of the STORM DRAIN DIVERSION, including but not limited to, all necessary repairs and replacement of components and complying with and renewing as necessary all required regulatory permits related to ongoing maintenance and operations of the DRAINAGE PROJECT exclusive of the STORM DRAIN DIVERSION.
- 5.8. The CITY shall bear all costs related to operation and maintenance of the DRAINAGE PROJECT until it has been transferred to DISTRICT as described in Section 1.11, above.
- 5.9. If construction of the CHANNEL PROJECT is not completed for any reason, all funds deposited by DISTRICT with CITY shall be refunded to the DISTRICT.

SECTION 6: Term

- 6.1. The term of this AGREEMENT shall be for fifty (50) years (Initial Term), commencing upon execution by the last PARTY to sign, subject to DISTRICT'S right to terminate CITY's use as provided for in Section 7, below.
- 6.2. This AGREEMENT shall expire at the end of the Initial Term; provided however, the DISTRICT may, in its sole discretion, extend the term of this AGREEMENT for a period not to exceed 10 years per amendment, beyond the Initial Term, subject to such terms and conditions as are deemed appropriate by both the DISTRICT and CITY, upon receipt of a written request from CITY, no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 7: Termination of Use

- 7.1. DISTRICT shall have the right to terminate CITY's use of the USE AREA and STORM DRAIN PROJECT by giving CITY at least ninety (90) days' prior written notice under the following conditions:

- 7.1.1. DISTRICT proposes to implement a project on, or including, USE AREA for stormwater planning purposes including flood control, water conservation, or water quality; and
 - 7.1.2. DISTRICT determines, in good faith, that CITY's use of USE AREA would be substantially incompatible with the proposed project; and
 - 7.1.3. DISTRICT has notified CITY of the basis for DISTRICT's determination that a substantial incompatibility will exist and has provided CITY with a reasonable opportunity to propose modifications to USE AREA or CITY's use of the USE AREA that will eliminate the incompatibility.
 - 7.1.4. After consideration of any such modifications proposed by the CITY, the DISTRICT, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, the PROJECT will still be substantially incompatible with the DISTRICT's proposed project.
- 7.2. DISTRICT shall have the right to cancel this AGREEMENT and terminate CITY's use of USE AREA and STORM DRAIN PROJECT by giving CITY at least one-hundred and eighty days (180) days prior written notice if CITY breaches any term or condition of this AGREEMENT.
- 7.3. DISTRICT shall have the right to terminate CITY'S use of the STORM DRAIN PROJECT in the event CITY breaches any term or condition of this AGREEMENT and fails to cure such breach or breaches within a reasonable amount of time from the date DISTRICT provides written notice of said breach or breaches to CITY.
- 7.4. DISTRICT shall have the right to cancel this AGREEMENT and terminate CITY's use of the USE AREA and STORM DRAIN PROJECT if construction of the DRAINAGE PROJECT has not been completed within five (5) years from the date this AGREEMENT is fully executed.
- 7.5. DISTRICT shall have the right to immediately terminate CITY's use of USE AREA and STORM DRAIN PROJECT, or at DISTRICT's sole discretion, to suspend such use in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of USE AREA and STORM DRAIN PROJECT to respond to an emergency, as defined in Public Contract Code Section 1102. In the event of an emergency, CITY shall bear any expenses associated with the cessation of such use, and shall have no rights or claims therefore against DISTRICT.
- 7.6. CITY shall have the right to terminate its use and maintenance of USE AREA for any reason by giving DISTRICT at least sixty (60) days prior written notice.

SECTION 8: Removal of Improvements and Restoration of Mint Canyon Channel

- 8.1. Upon the expiration or sooner termination of this AGREEMENT or CITY's use of the USE AREA, CITY shall, at its own expense, remove all portions of the C4 PROJECT within USE AREA and the STORM DRAIN DIVERSION, and restore USE AREA and STORM DRAIN PROJECT, to a condition similar to or better than that which existed on the effective date of this AGREEMENT and consistent with the intended purpose of the STORM DRAIN PROJECT and USE AREA, reasonable wear and tear excepted, provided, however, that the DISTRICT, upon receipt of a written request from CITY, may permit CITY to leave all or portion of the C4 PROJECT within the USE AREA.
- 8.2. Prior to commencing the removal of any portion of the C4 PROJECT within the USE AREA, CITY shall apply for and obtain a permit from the Land Development Division, Encroachment Permits and Inspection Section, of the Los Angeles County Public Works.
- 8.3. If CITY fails to remove any portion of the C4 PROJECT within the USE AREA and restore the USE AREA, as described above, within one-hundred and twenty (120) days of the expiration of this AGREEMENT or sooner termination of CITY's use of USE AREA, DISTRICT may remove any portion of the C4 PROJECT remaining within the USE AREA.
- 8.4. If DISTRICT removes any portion of the C4 PROJECT as described above, DISTRICT shall submit a billing invoice to CITY indicating the costs and expenses incurred by DISTRICT in connection with the removal and CITY shall reimburse DISTRICT all such costs and expenses within thirty (30) days of the billing invoice. Reasonably incurred costs and expenses, include but are not limited to, planning, design, removal and restoration activities, regulatory compliance, and mitigation measures.
- 8.5. Notwithstanding any other provision in Section 6, any improvements that were completed as part of the JOINT PROJECT that were required as a condition of any environmental permit, including but not limited to, invasive species removal, habitat restoration, and habitat creation, shall not be restored to pre-JOINT PROJECT conditions.

SECTION 9: Indemnification and Release

- 9.1. In accordance with Government Code Section 895.4, DISTRICT and CITY agree to apportion responsibility and indemnification, notwithstanding any other provision of law, as follows:
 - 9.1.1. CITY shall indemnify, defend, and hold DISTRICT and the Los Angeles County and their respective officers, employees, and agents harmless from and against, any claims, demands, liability, damages,

costs, and expenses, including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from, or related to, the construction of the JOINT PROJECT.

- 9.1.2. CITY shall indemnify, defend, and hold DISTRICT and the Los Angeles County and their respective officers, employees, and agents harmless from, and against, any claims, demands, liability, damages, costs, and expenses, including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from, or related to: (1) CITY's breach of any term of this AGREEMENT; or (2) the C4 PROJECT or any portion thereof; or (3) the STORM DRAIN DIVERSION, except to the extent caused by the willful misconduct or sole negligence of DISTRICT.
- 9.1.3. DISTRICT shall indemnify, defend, and hold CITY and its officers, employees and agents harmless from and against, any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to: (1) the DISTRICT's breach of any term of this AGREEMENT; or (2) the reconstruction, maintenance, operation, or removal of CHANNEL PROJECT or the STORM DRAIN PROJECT exclusive of the STORM DRAIN DIVERSION; or (3) any use of the USE AREA by DISTRICT, except to the extent caused by the negligence or willful misconduct of the CITY.
- 9.2. CITY releases DISTRICT and waives all rights to damages for any loss, costs, or expenses CITY may sustain as a result of any damage to, or destruction of all or any portion of the C4 PROJECT or the USE AREA, attributable to DISTRICT's watershed management activities, including any flood control, water conservation or water quality activities on, or adjacent to the C4 PROJECT or the USE AREA, or attributable to any flooding caused by inadequacy or failure of DISTRICT's facilities, except to the extent caused by DISTRICT's willful misconduct.
- 9.3. PARTIES to this AGREEMENT shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to the USE AREA.
- 9.4. Without limiting CITY's indemnification of DISTRICT, CITY shall procure and maintain, in full force and effect during the term of this AGREEMENT, insurance policies providing for the following insurance coverage:

- 9.4.1. Commercial general liability and property damage coverage with a combined single limit liability in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence.
- 9.4.2. Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both DISTRICT and CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, CITY in the course of carrying out the work or services contemplated in this AGREEMENT.
- 9.4.3. Automobile Liability Insurance: CITY shall procure such policy with coverage of not less than One Million Dollars (\$1,000,000) per accident.
- 9.4.4. The Los Angeles County and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. CITY shall furnish to DISTRICT a Policy of Insurance evidencing CITY's insurance coverage no later than ten (10) working days after execution of the AGREEMENT. Upon renewal of said policy, CITY shall furnish to DISTRICT a Certificate evidencing CITY's continued insurance coverage as required herein.
- 9.4.5. The DISTRICT may accept, should CITY elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.
- 9.5. CITY and DISTRICT shall have no financial obligation to each other under this AGREEMENT, except as herein expressly provided.
- 9.6. DISTRICT, its Board, and any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon USE AREA at any and all reasonable times during the term of this AGREEMENT, all without interference or hindrance by CITY, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.
- 9.7. Except as to fuels, lubricants, and products associated with motorized vehicles, equipment, gardening, or maintenance-related substances, or all of the above, CITY shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about USE AREA without the prior written consent of DISTRICT, which consent shall not be unreasonably denied. In the event of spillage, leakage, or escape of any hazardous substance onto USE AREA, CITY shall immediately notify DISTRICT by

calling (800) 675-4357. If the spillage, leakage, or escape was caused by CITY, CITY shall promptly remove any such substance from USE AREA to DISTRICT's satisfaction. In addition to removing any of CITY's hazardous substances, CITY shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local, or other authoritative agency's laws and regulations. Notwithstanding the foregoing, CITY shall have no responsibility regarding any spillage, leakage or escape associated with any of DISTRICT's tenants, licensees or easement holders.

SECTION 10: Notices

- 10.1. Any correspondence, communication, or contact concerning this AGREEMENT, and all notices including permits, that are to be given or that may be given by PARTIES shall be directed to the following:

Los Angeles County Flood Control District
Public Works
Stormwater Planning Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Dan Lafferty
Phone No.: (626) 458-4300
Fax: (626) 457-1526

City of Santa Clarita
Department of Public Works
Attention: Directory of Public Works
XXXXX
Phone No.: (661) 255-4345

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF SANTA CLARITA on _____, 20__, and by the COUNTY OF LOS ANGELES Director of Public Works on _____, 20__.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF SANTA CLARITA
BOARD OF PUBLIC WORKS

By _____
City Manager

ATTEST






APPROVED AS TO FORM

By _____
City Clerk

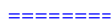


By _____
City Attorney

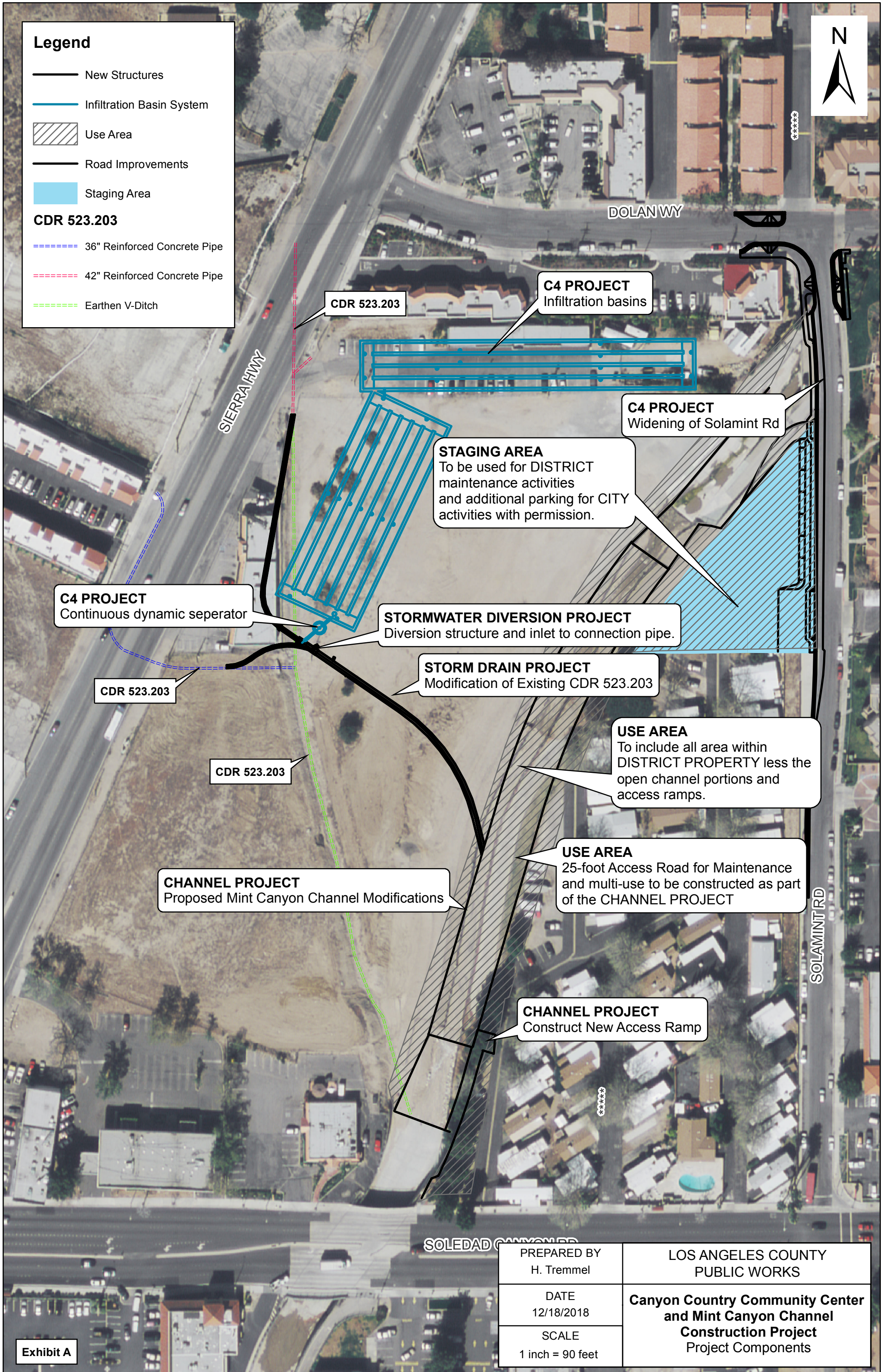


Legend

-  New Structures
-  Infiltration Basin System
-  Use Area
-  Road Improvements
-  Staging Area

CDR 523.203

-  36" Reinforced Concrete Pipe
-  42" Reinforced Concrete Pipe
-  Earthen V-Ditch



C4 PROJECT
Continuous dynamic separator

CDR 523.203

C4 PROJECT
Infiltration basins

C4 PROJECT
Widening of Solamint Rd

STAGING AREA
To be used for DISTRICT maintenance activities and additional parking for CITY activities with permission.

STORMWATER DIVERSION PROJECT
Diversion structure and inlet to connection pipe.

STORM DRAIN PROJECT
Modification of Existing CDR 523.203

CDR 523.203

CDR 523.203

USE AREA
To include all area within DISTRICT PROPERTY less the open channel portions and access ramps.

CHANNEL PROJECT
Proposed Mint Canyon Channel Modifications

USE AREA
25-foot Access Road for Maintenance and multi-use to be constructed as part of the CHANNEL PROJECT

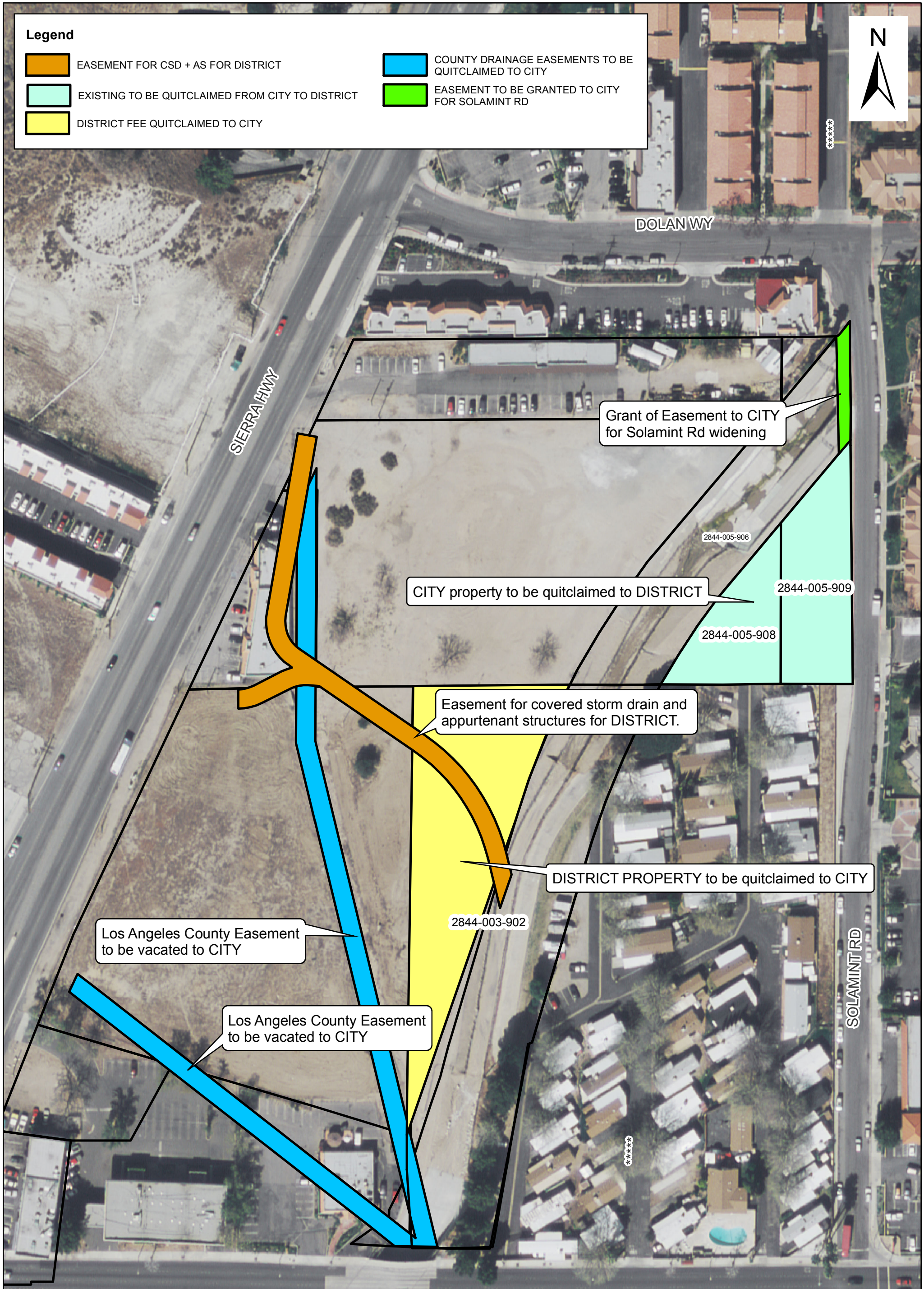
CHANNEL PROJECT
Construct New Access Ramp

SOLEDAD CANYON RD

PREPARED BY H. Tremmel	LOS ANGELES COUNTY PUBLIC WORKS
DATE 12/18/2018	Canyon Country Community Center and Mint Canyon Channel Construction Project Project Components
SCALE 1 inch = 90 feet	

Legend

- EASEMENT FOR CSD + AS FOR DISTRICT
- COUNTY DRAINAGE EASEMENTS TO BE QUITCLAIMED TO CITY
- EXISTING TO BE QUITCLAIMED FROM CITY TO DISTRICT
- DISTRICT FEE QUITCLAIMED TO CITY
- EASEMENT TO BE GRANTED TO CITY FOR SOLAMINT RD



Grant of Easement to CITY for Solamint Rd widening

CITY property to be quitclaimed to DISTRICT

Easement for covered storm drain and appurtenant structures for DISTRICT.

DISTRICT PROPERTY to be quitclaimed to CITY

Los Angeles County Easement to be vacated to CITY

Los Angeles County Easement to be vacated to CITY

Exhibit B

PREPARED BY H. Tremmel	LOS ANGELES COUNTY PUBLIC WORKS
DATE 02/14/2019	Canyon Country Community Center and Mint Canyon Channel Construction Project Right-of-Way Components
SCALE 1 inch = 90 feet	

Exhibit C
Construction of the Mint Canyon Channel Construction Project and
Canyon Country Community Center Project
INVOICE SCHEDULE

In accordance with the USE, MAINTENANCE AND FUNDING AGREEMENT (Agreement) between the City of Santa Clarita (City) and the Los Angeles Flood Control District (District), the total compensation that may be paid to the City is \$4,140,000 as described below.

INVOICE SCHEDULE

Item	Total Estimated Cost	Deposit to City by District	Invoice Submission to District by City	Budget Year
CONTRACT	\$3,600,000	\$1,800,000	Upon execution of Agreement	FY 2018-19
		\$900,000	After 75% completion of Construction Contract	FY 2019-20
		\$900,000	Upon 100% completion of Construction Contract	FY 2019-20
CONTINGENCY	\$540,000	\$540,000	Upon 100% Completion of Construction Contract	FY 2019-20
Total	\$4,140,000	\$4,140,000		