COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

JAMES A. NOYES, Director

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IN REPLY PLEASE REFER TO FILE: LD-1

January 8, 2004

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:

COMPLETION AND TRANSFER OF DRAINAGE FACILITIES
PRIVATE DRAIN NO. 1627
TRACT NO. 38300
CITY OF SANTA CLARITA
SUPERVISORIAL DISTRICT 5
3 VOTES

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

1. Find that this transfer is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Approve and instruct the Chairman to sign the enclosed Agreement between the Los Angeles County Flood Control District (LACFCD) and the City of Santa Clarita. This Agreement provides for the City to pay the LACFCD all costs incurred to bring the storm drain facilities to standards acceptable for transfer into the LACFCD. The Agreement also provides for the LACFCD to accept the drains for operation and maintenance.

3. Instruct and authorize the Director of Public Works to accept the transfer and conveyance to the LACFCD from the City of Santa Clarita Private Drain (PD) No. 1627 pursuant to the enclosed City's Resolution No. 02-63.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

These actions provide for the City to pay the LACFCD all costs incurred to bring the storm drain facility to standards acceptable for transfer into the LACFCD. Upon execution of the Agreement from the City, the Agreement will provide for the LACFCD to accept the drain for operation and maintenance. The transfer and continued maintenance of PD No. 1627 by the LACFCD provides for public health and safety to residents within Tract No. 38300 and visitors to the area.

Implementation of Strategic Plan Goals

The transfer of PD No. 1627 is consistent with the County Strategic Plan Goal of Service Excellence since the regularly scheduled maintenance of our flood control facilities is needed to provide flood protection that improves the quality of life to residents in the area.

FISCAL IMPACT/FINANCING

No negative fiscal impact. The City will pay all costs incurred for the repair of the storm drain facility. Maintenance of the storm drain facility will be funded with Flood Control District funds. There will be no increase in net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The storm drain facility consists of various size underground storm drain pipes and surface structures in City streets and right of ways. We have reviewed the plans and inspected the storm drain facility and hereby recommend the storm drain facility for transfer subject to the provisions of the Agreement and Resolutions. The City of Santa Clarita adopted the Resolution requesting the LACFCD to accept the transfer and conveyance of the storm drain facility. Section 13-3/4 of the Los Angeles County Flood Control Act authorizes your Board to accept the transfer and conveyance of storm drain facility to the District for future operation and maintenance when the facility is offered by resolution by the jurisdictional agency.

ENVIRONMENTAL DOCUMENTATION

This transfer is categorically exempt from the provisions of CEQA, as specified in Class 1(u) of the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57, and Section 15301 of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

No adverse impact.

CONCLUSION

Enclosed are two copies of the Agreement, which has been approved by the City. Upon approval, please return the executed Agreement along with two approved copies of this letter to Public Works, Land Development Division.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

AI:plg
P: LDPUB\SUBDIVSN\MGMT\BOARD\PD1627

Enc. 2

cc: Chief Administrative Office
County Counsel

RESOLUTION NO. 02-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARITA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT OF THE STATE OF CALIFORNIA TO ACCEPT ON BEHALF OF SAID DISTRICT THE TRANSFER AND CONVEYANCE OF THE STORM DRAIN IMPROVEMENTS KNOWN AS PRIVATE DRAIN NO. 1627 IN THE CITY OF SANTA CLARITA FOR FUTURE OPERATION, MAINTENANCE, REPAIR, AND IMPROVEMENT, AND AUTHORIZE THE TRANSFER AND CONVEYANCE THEREOF

WHEREAS, there has been dedicated to, or the City is otherwise in the process of acquiring the storm drain improvements and drainage system known as Private Drain (PD) No. 1627, depicted on Los Angeles County Flood Control District's (LACFCD) Drawing Nos. 43-F431.1 through 43-F431.8, on file with the Director of Los Angeles County's Department of Public Works; and

WHEREAS, the City is authorized and empowered to transfer and convey to LACFCD any storm drain improvements and drainage systems for future operation, maintenance, repair, and improvement; and

WHEREAS, the City and LACFCD entered into an agreement dated August 8, 1991, and recorded August 22, 1991, as Document No. 91-1322501, of the Official Records in the Office of the County Recorder for the County of Los Angeles, whereby the City made certain warranties about its future transfers and conveyances of flood control facilities to LACFCD; and

WHEREAS, the best public interest will be served by transfer and conveyance of said storm drain improvements and drainage system from the City to LACFCD for future operation, maintenance, repair, and improvement.

NOW, THEREFORE, BE IT RESOLVED that upon acquisition by the City, that the City of Santa Clarita does hereby request LACFCD to accept the transfer and conveyance of the storm drain improvements and drainage system depicted on LACFCD's Drawing Nos. 43-F431.1 through 43-F431.8, on file with the Director of Los Angeles County's Department of Public Works.

BE IT FURTHER RESOLVED that, subject to the acceptance thereof by the Board of Supervisors of LACFCD, the City Engineer is directed and ordered to prepare all necessary instruments and documents to effectuate said transfer and conveyance, and that the Mayor, or City Manager, or their designee is authorized and instructed to execute said instruments and documents. The LACFCD shall have no obligation or responsibility to maintain said storm drain, improvements, and drainage until all rights-of-way for said drain now vested in the City and all other necessary rights-of-way have been conveyed to and accepted by LACFCD.

Reference is hereby made to LACFCD Drawing Nos. 43-F431.1 through 43-F431.8, the plans and profile of said storm drain improvements and drainage system on file in the Office of the City Engineer and on file in the Office of the Chief Engineer of said LACFCD for further

data as to the exact location, extent, and description of said storm drain improvements and drainage system.

BE IT FURTHER RESOLVED that the transfer and conveyance hereby requested are subject to each of the warranties described in the Agreement between the City and LACFCD dated August 8, 1991, and recorded August 22, 1991, as Document No. 91-1322501 of the Official Records in the Office of the County Recorder for the County of Los Angeles. Such warranties by the City are incorporated herein by this reference.

The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 14th day of May, 2002.

MAYOR

ATTEST:

CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF SANTA CLARITA)

I, Sharon L. Dawson, CMC, City Clerk of the City of Santa Clarita, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Santa Clarita at a regular meeting thereof, held on the 14th day of May, 2002, by the following vote:

AYES: COUNCILMEMBERS: Weste, McLean, Kellar, Smyth, Ferry

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

CITY CLERK

KN:tw
council\storm drain transfers.doc

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF SANTA CLARITA)

CERTIFICATION OF
CITY COUNCIL RESOLUTION

I, Sharon L. Dawson, City Clerk of the City of Santa Clarita, do hereby certify that this is a true and correct copy of the original Resolution No. 02-63, adopted by the City Council of the City of Santa Clarita, California on May 14, 2002, which is now on file in my office.

Witness my hand and seal of the City of Santa Clarita, California, this 5th day of November, 2003.

Sharon L. Dawson, CMC
City Clerk

CITY OF SANTA CLARITA • COUNTY OF LOS ANGELES • INCORPORATED DEC. 15, 1987 CALIFORNIA

By _____
Susan Coffman
Deputy City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF SANTA CLARITA ("CITY"), a municipal corporation in the County of Los Angeles, and the Los Angeles County Flood Control District ("LACFCD"), a body corporate and politic.

WITNESSETH

WHEREAS, CITY presently has control over **Private Drain No. 1627**, hereinafter referred to as "DRAIN"; and

WHEREAS, LACFCD is authorized by Section 13-3/4 of the Los Angeles County Flood Control Act to accept transfers and conveyances of flood control facilities for the operation and maintenance, repair, and improvement thereof; and

WHEREAS, CITY has requested that LACFCD accept the transfer of DRAIN to the LACFCD for the operation and maintenance, repair, and improvement thereof; and

WHEREAS, DRAIN may contain underground and surface damage and deficiencies; and

WHEREAS, CITY desires to fully compensate LACFCD to correct said underground and surface damage and deficiencies as or after the corrections are made, and LACFCD is agreeable to delay payment until then; and

WHEREAS, State and Federal authorizations may be required as a condition of repair and continued maintenance of portions of DRAIN; and

WHEREAS, LACFCD policy requires that State and Federal authorizations for continued maintenance shall accompany requests for transfer and conveyance of a flood control facility.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and LACFCD and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

a. To pay LACFCD for actual costs incurred to repair underground and surface damage and deficiencies, if any, of DRAIN.

b. That LACFCD shall be the sole determiner of the nature and extent of underground and surface damage and deficiencies, if any, requiring repair.

c. That payment is to be made within 90 days of receipt by CITY of invoice for said repairs.

d. To retain responsibility for those portions of DRAIN requiring State and Federal authorizations for repair and continued maintenance, until such time that said authorizations are provided to LACFCD.

(2) LACFCD AGREES

a. Upon execution of this AGREEMENT by CITY, to recommend to the Los Angeles County Board of Supervisors ("BOARD"), in its capacity as governing body of LACFCD, to accept DRAIN for transfer into the LACFCD system.

b. Upon said acceptance by BOARD, to execute this AGREEMENT in a timely manner.

c. To diligently pursue identification and repair of underground and surface damage and deficiencies, if any, of DRAIN.

d. To provide CITY with invoices for actual costs incurred for the prosecution of said identification and repair no later than 15 months following the full execution of this AGREEMENT.

e. If LACFCD policy regarding State and Federal authorizations for continued maintenance either change or otherwise be determined to be unenforceable, then said change or determination shall be retroactive in nature to include DRAIN.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. The intent of this AGREEMENT is to fully compensate LACFCD for the actual costs to repair underground and surface damage and deficiencies that may exist at the time of full execution of this AGREEMENT. It is not the intent of this AGREEMENT to compensate LACFCD for on-going maintenance of DRAIN, or to compensate LACFCD for damage that may occur to DRAIN subsequent to the execution of this AGREEMENT.

b. With respect to invoices received by CITY within 15 months following full execution of this AGREEMENT, if CITY does not pay such invoices within 90 days of receipt of same, this AGREEMENT may be terminated by LACFCD at its sole discretion.

c. With respect to invoices received by CITY more than 15 months following full execution of this AGREEMENT, CITY may assume, at its sole discretion, that such invoices are related to on-going maintenance or to damage occurring subsequent to full execution of this AGREEMENT. Payment of such invoices by CITY shall be at its sole discretion.

d. LACFCD has no obligation or responsibility to maintain said DRAIN until all necessary rights of way needed to maintain said portions of DRAIN have been conveyed to and accepted by LACFCD.

e. Neither LACFCD nor any officer, employee or agent of LACFCD, including, without limitation, employees of the Department of Public Works of the County of Los Angeles, shall be responsible for any damage or liability 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 CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold LACFCD harmless from any liability imposed 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 CITY under this AGREEMENT.

f. Neither CITY nor any officer or employee of CITY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of LACFCD under or in connection with any work, authority, or jurisdiction delegated to LACFCD under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, LACFCD shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of LACFCD under or in connection with any work, authority, or jurisdiction delegated to LACFCD under this AGREEMENT.

g. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 59595 between CITY and the County of Los Angeles ("COUNTY"), adopted by the Board of Supervisors on June 21, 1988 and currently in effect, are inapplicable to this AGREEMENT.

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 11/5/03 and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VERONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
DEPUTY

CITY OF SANTA CLARITA

By _____
for MAYOR

ATTEST:

By _____
CITY CLERK

APPROVED AS TO FORM:

By _____
CITY ATTORNEY

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____ before me, _____,
Date — Print or Type Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

_____,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary Public — Place Notary Seal Above

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM
(FOR CITY USE ONLY)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 11/5/03 before me, Sharon L. Dawson, City Clerk of the City of Santa Clarita
Date — Print or Type Name

personally appeared Robert Newman, Director of Transportation & Engineering Services
Name(s) of Signer(s)

_____,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

By: Sharon L. Dawson
Sharon L. Dawson, City Clerk of the City of Santa Clarita

CITY OF SANTA CLARITA • COUNTY OF LOS ANGELES • INCORPORATED DEC. 15, 1987 CALIFORNIA (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant is hereby accepted under the authority conferred by Resolution No. 88-119, duly and regularly adopted by the City Council of the City of Santa Clarita on August 25, 1988, and the City consents to the recordation thereof by its duly authorized officer.

By: _____ _____
Sharon L. Dawson, City Clerk of the City of Santa Clarita — Date