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Caring for Our Coast

♦ ♦ ♦
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Deputy Director

September 12, 2023

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

Dear Supervisors:

**APPROVAL TO ENTER INTO AN AGREEMENT WITH THE CITY OF MANHATTAN BEACH TO
BUILD 28th STREET STORMWATER INFILTRATION PROJECT IN
MANHATTAN BEACH
(SECOND DISTRICT) (4 VOTES)**

SUBJECT

This Board letter requests the Board's approval of the proposed agreement with the City of Manhattan Beach (City) to build a stormwater infiltration system, with associated landscape, at a County-owned beach and parking lot in the City.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that approval of the proposed agreement (Agreement) is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Approve and authorize the Chair of the Board to sign the attached Agreement pertaining to the installation and maintenance of a storm drain infiltration system and associated landscape at County-owned beach and parking lot at 26th Street in the City.
3. Authorize the Director of Beaches and Harbors (Director) to execute any consents, permits, and related documentation, approved as to form by County Counsel, necessary to effectuate the terms of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City proposes to implement the 28th Street Stormwater Infiltration Project (Project) to improve water quality at the beach and for the Santa Monica Bay. The primary goal of the Project is to improve water quality locally, on the beach, and in the Santa Monica Bay by reducing bacterial discharge from the storm drain system and reducing trash/debris discharge from the storm drain system. The Project will generate additional benefits, including enhancing beach conditions, reducing the potential for beach closure, providing an enhanced environment for marine life, creating educational and outreach opportunities for the local community, and improving the 26th Street parking facility.

The City proposes to use a phased approach to accomplish the goals of the Project. Phase 1 includes improvements at the 26th Street Parking Facility, and Phase 2 includes improvements on the beach. Phase 1 will maximize, to the greatest extent practicable, the volume of water diverted and infiltrated, and the City will assess improvements made to water quality through the implementation of Phase 1 to determine the need for Phase 2 implementation.

Implementation of a beach infiltration system was identified as the highest priority capital project for the City in the Beach Cities Enhanced Watershed Management Program (EWMP). The EWMP was developed in a collaborative effort involving the Cities of Manhattan Beach, Hermosa Beach, Redondo Beach, Torrance, and the Los Angeles County Flood Control District (LACFCD). The EWMP identified capital improvement projects in the participating jurisdictions to help improve water quality and address applicable pollutants in the Santa Monica Bay, specifically related to bacteria.

Implementation of Strategic Plan Goals

The recommended action will ensure the County maximizes use of County assets, guides strategic investments, and supports economic development, in ways that are fiscally responsible and align with the County's highest priority needs, all of which promote Strategic Plan Goal No. III.3.2 (Manage and Maximize County Assets).

FISCAL IMPACT/FINANCING

The proposed actions will have no direct fiscal impact on the County, as the proposed Agreement does not trigger any financial obligation for the County. The County is not contributing to the costs of the Project. Additionally, the Department of Beaches and Harbors (Department) anticipates no impact to its operating budget. The City is responsible for all project costs and has secured sufficient grant funding to complete the project design and construction. Grant funds are being provided to the City through the Safe, Clean Water Program (Measure W), Proposition 68, and Proposition 1.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Commonly known as the 26th Street parking lot, more particularly described as bounded on the west by Ocean Drive, on the east by Manhattan Ave., on the north by 27th Street, and on the south by 26th Street, in the City of Manhattan Beach, as shown on Exhibit A. Said parking lot contains a total of 70 parking spaces and 35 dual meters. The County has an existing agreement with the City to operate and maintain the parking lot. The City shall provide and pay for full maintenance, servicing, structural repairs and operation of any parking lots, parking meters, retaining walls, fences and adjacent landscaped areas and improvements. Phase 1 improvements focus on the 26th Street Parking Facility. Following implementation of Phase 1, the improvements to water quality will be

monitored and assessed to determine the need and goals for Phase 2 implementation. If construction of Phase 2 is necessary, it will include improvements on the beach. The proposed Project areas for each phase is shown on Exhibit B.

The Department staff and City staff have negotiated the terms of the proposed Agreement which will require the City to repave the parking lot and improve the adjacent landscaping. County Counsel has reviewed the terms as to form.

Due to the public benefit of the Project, to the extent the Project would conflict with the restrictions and conditions found in the Grant Deed recorded as document number 95-1527005 transferring the subject property where the Project is located from the State of California to the County of Los Angeles, the State of California has waived any such deed restrictions or conditions for this Project in a letter dated April 27, 2023.

At its meeting on July 26, 2023, the Beach Commission unanimously approved the Director's recommendation that your Board approve and execute the proposed Agreement.

The project is currently in design, and the City plans to award a construction contract in Spring 2024. It is anticipated that construction will be complete by Fall 2025.

ENVIRONMENTAL DOCUMENTATION

The County has reviewed the proposed Agreement for compliance with the CEQA and has determined that there is no possibility that the activity may have a significant effect on the environment; therefore, pursuant to Section 15061(b)(3) (the "common sense" exemption) of the State CEQA Guidelines, the Agreement is exempt from CEQA. Approval of the Agreement does not serve as a project approval for the proposed stormwater infiltration project; rather, it authorizes to City to pursue the required approvals for the proposed Project.

Per the proposed Agreement, the City is responsible for all CEQA compliance and Coastal Commission permit approvals. Additional environmental review will be required, as applicable, prior to the approval of any future project-specific development entitlements, including, but not limited to, a Coastal Development Permit. Accordingly, an Initial Study was prepared by the City for the proposed Project, and a Mitigated Negative Declaration is underway.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects from your Board's approval of the proposed Agreement.

CONCLUSION

It is recommended that your Board approve the proposed Agreement and instruct the Chair of the Board to sign the Agreement and have the Executive Officer of the Board send two executed copies, as well as a copy of the adopted Board letter, to the Department. Should you have any questions please contact Amir Tadros at (424) 526-7743 or atadros@bh.lacounty.gov.

The Honorable Board of Supervisors

9/12/2023

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'G. Jones', with a stylized, cursive script.

GARY JONES

Director

GJ:AC:LA:SP:at

Enclosures

c: Chief Executive Officer
County Counsel
Executive Office

AGENDA ENTRY

****** ENTRY MUST BE IN MICROSOFT WORD ******

TITLE: APPROVAL TO ENTER INTO AN AGREEMENT WITH THE CITY OF MANHATTAN BEACH TO BUILD 28th STREET STORMWATER INFILTRATION PROJECT IN MANHATTAN BEACH.

Recommendation:

Approve and authorize the Chair of the Board to sign the attached Agreement pertaining to the installation and maintenance of a storm drain infiltration system and associated landscape at County-owned beach and parking lot at 26th Street in the City of Manhattan Beach; find that approval of the proposed agreement is exempt from the California Environmental Quality Act; and authorize the Director of Beaches and Harbors (Director) to execute any consents, permits, and related documentation, approved as to form by County Counsel, necessary to effectuate the terms of the Agreement.

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF
MANHATTAN BEACH FOR THE CONSTRUCTION AND MAINTENANCE OF THE
28TH STREET STORMWATER INFILTRATION PROJECT**

This Agreement for the Construction and Maintenance of the 28th Street Stormwater Infiltration Project (hereinafter referred to as AGREEMENT), is made and entered by and between the County of Los Angeles, a body corporate and politic (hereinafter referred to as COUNTY), and the City of Manhattan Beach, a municipal corporation (hereinafter referred to as CITY). COUNTY and CITY are collectively referred to as PARTIES.

RECITALS

WHEREAS, the CITY proposes to construct the 28th Street Stormwater Infiltration Project (hereinafter referred to as PROJECT); to divert and infiltrate incoming stormwater and urban runoff to reduce contaminant discharges to Santa Monica Bay and improve water quality; and

WHEREAS, the City proposes to use a phased approach to accomplish the goals of the Project. Phase 1 includes improvements at the 26th Street Parking Facility, and Phase 2 includes improvements on the beach; and

WHEREAS, Phase 1 will maximize, to the greatest extent practicable, the volume of water diverted and infiltrated, and the City will assess improvements made to water quality through the implementation of Phase 1 to determine the need for Phase 2 implementation; and

WHEREAS, the COUNTY owns the beach and 26th Street Parking Facility, which is bounded by Manhattan Avenue and Ocean Drive on the east and west, and 26th and 27th Streets on the south and north, in the City of Manhattan Beach, hereinafter collectively referred to as COUNTY FACILITIES, depicted in Exhibit A; and

WHEREAS, the CITY currently operates and maintains the parking lots located at the COUNTY FACILITIES; and

WHEREAS, the following portions of the PROJECT (hereinafter referred to as IMPROVEMENTS), depicted in Exhibit A, are proposed to be located within COUNTY FACILITIES:

- Approximately 32 subsurface drywells with interconnecting piping,
- New perimeter retaining walls around each parking tier,
- New pervious pavement parking surface, and
- New parking lot landscape including trees, shrubs and irrigation, site lighting, payment kiosks, vehicle charging stations, electronically controlled access gates, and other appurtenant equipment and signage.

- If post construction monitoring of the infiltration system indicates the need for additional capacity, an infiltration trench and appurtenant piping may be constructed on the beach west of, and parallel to, the Marvin Braude Bike Trail between 25th and 28th Streets

WHEREAS, the COUNTY will issue a right of entry permit for each phase of the Project, (hereinafter referred to as PERMIT), upon execution of this AGREEMENT and Los Angeles County Board of Supervisors approval of the PROJECT, to the CITY for construction of the IMPROVEMENTS ; and

WHEREAS, the CITY will consider issuance of a Coastal Development Permit upon evaluation of an application and completion of associated California Environmental Quality Act (CEQA) review; and

WHEREAS, the CITY desires to construct the IMPROVEMENTS on COUNTY FACILITIES and will be solely responsible for any and all construction related to the PROJECT and IMPROVEMENTS and, any and all maintenance and/or repairs before and after the construction of the IMPROVEMENTS; and

WHEREAS, the CITY will provide long-term and routine maintenance of the finished IMPROVEMENTS and COUNTY FACILITIES; and

WHEREAS, the COUNTY's purpose for the PROJECT includes new site features and improvements to water quality in Santa Monica Bay; 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: Authorized Use

- 1.1. The CITY is authorized and permitted to use the COUNTY FACILITIES for the construction, operation, maintenance, and repair of the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and PERMIT. Any other use of the COUNTY FACILITIES or any portion thereof by the CITY is expressly prohibited.
- 1.2. The CITY is authorized and permitted to take access through the COUNTY FACILITIES and associated COUNTY property in accordance with and as depicted in Exhibit A, for the purpose of construction and maintenance of the IMPROVEMENTS.

- 1.3. The CITY's use of the COUNTY FACILITIES in connection with the PROJECT shall be nonexclusive and shall be subordinate to the uses of the COUNTY FACILITIES by the COUNTY, and the CITY's use of the COUNTY FACILITIES shall at no time interfere with the COUNTY's use of the COUNTY FACILITIES or the COUNTY's use of its adjacent property.
- 1.4. This AGREEMENT is valid only to the extent of the COUNTY's jurisdiction. The CITY shall be responsible for obtaining authorization from other affected persons or agencies with property rights over the PROJECT area, including obtaining the consent of the State of California and any other regulatory agencies, as necessary.

SECTION 2: Construction and Implementation of PROJECT

- 2.1. The CITY understands and acknowledges that it is required to comply with the California Environmental Quality Act (hereinafter referred to as CEQA) prior to approving the Coastal Development Permit for the PROJECT and that the CITY shall be the lead agency with respect to any and all CEQA compliance related to the PROJECT. In addition to its other indemnification obligations as specified below, the CITY hereby agrees to indemnify, defend, and hold harmless the COUNTY and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the PROJECT that may be asserted by a third party or public agency alleging violations of CEQA or the CEQA Guidelines.
- 2.2. The CITY is responsible for obtaining and complying with any permits or approvals required by agencies (Federal, State and local) with regulatory jurisdiction over the construction and maintenance of the PROJECT and for all costs associated with obtaining and complying with the requirements and conditions of such permits or approvals including, by way of example, permit fees and compensatory mitigation expenses. The COUNTY shall not be responsible for any costs associated with the construction of the PROJECT. In addition to its other indemnification obligations in Section 7 below, the CITY hereby agrees to indemnify, defend, and hold harmless the COUNTY and their elected and appointed officers, employees, and agents from and against all claims, actions, and/or proceedings related to the PROJECT that may be asserted by a public agency or third-party alleging violations of Federal, State, or local laws, rules or regulations.
- 2.3. Upon completion of the construction of the PROJECT, the CITY shall provide to the COUNTY a complete set of the as-built plans for the PROJECT in an electronic format as specified by the COUNTY. In addition, the CITY shall provide geographic information system (hereinafter referred to as GIS) shapefiles for all maps depicting the PROJECT.

SECTION 3: Operation and Maintenance of IMPROVEMENTS

- 3.1. The CITY shall prepare an operation and maintenance manual (hereinafter referred to as O&M MANUAL) describing the operation, maintenance, and inspection practices, all permits required by federal, state or local regulatory agencies, and procedures and standards for the PROJECT components located on property of the COUNTY, including maintenance schedules, identification of any specialty maintenance service providers, equipment usage, and a maintenance log sheet.
 - 3.1.1. The CITY shall not commence any work authorized by this AGREEMENT and the PERMIT until it has submitted a draft of the O&M MANUAL to the COUNTY and the COUNTY has approved the draft, which approval shall not be unreasonably withheld.
 - 3.1.2. The COUNTY shall provide the CITY with comments on the draft O&M MANUAL within thirty (30) days of submittal.
 - 3.1.3. The CITY shall incorporate any and all reasonable comments submitted by the COUNTY and shall deliver a final version of the O&M MANUAL to the COUNTY prior to completion of work authorized by this AGREEMENT and the PERMIT. If the PARTIES cannot agree as to whether the COUNTY's comments shall be incorporated, the PARTIES shall meet and confer in good faith to resolve such disagreement.
 - 3.1.4. The work authorized by this AGREEMENT and the PERMIT shall not be deemed complete until the CITY has delivered the final version of the O&M MANUAL to the COUNTY as described above.
- 3.2. Discharges from the PROJECT shall comply with the following:
 - 3.2.1 The CITY shall not discharge any non-stormwater from the PROJECT to the COUNTY FACILITIES or to any other storm drain owned or operated by the COUNTY unless authorized by a permit to do so from the State Water Resources Control Board, the Los Angeles Regional Water Quality Control Board (Regional Board), or express written permission from the Executive Officer of the Regional Board. The CITY shall provide a copy of any such permit or express written permission to the COUNTY prior to discharging any non-stormwater from the PROJECT to the COUNTY FACILITIES or to any other storm drains owned or operated by the COUNTY.
 - 3.2.2 The COUNTY shall establish notification and monitoring requirements for discharges from the PROJECT to the COUNTY FACILITIES or to any

other storm drains owned or operated by the COUNTY and shall notify CITY of these requirements in writing not later than the date COUNTY provides the CITY with comments on the draft O&M MANUAL and the CITY shall comply with the requirements described in the written notice from the COUNTY.

- 3.2.3. The COUNTY may periodically update or revise the notification and monitoring requirements described in subsection 3.2.2 as the COUNTY deems necessary to address changes in its Municipal Separate Storm Sewer System (MS4) Permit or other regulatory requirements or its operational requirements. The COUNTY shall provide written notice to the CITY of any updated or revised requirements and the CITY shall comply with the updated or revised requirements within 30 days upon receipt of the written notice from the COUNTY.
- 3.3. The CITY shall, upon completion of construction, be solely responsible for the operation, maintenance, and repair of the PROJECT and all IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the provisions of the O&M MANUAL.
- 3.4. The COUNTY shall not be responsible for any costs associated with the operation, maintenance, and repair of the PROJECT and all IMPROVEMENTS, including but not limited to, any costs related to repairs and/or replacement of components and obtaining, complying with and renewing as necessary all permits required by federal, state or local regulatory agencies.
- 3.5. The CITY shall operate and maintain the PROJECT and all IMPROVEMENTS in a safe, clean, and orderly condition, and in compliance with the O&M MANUAL and all applicable Federal and State laws, rules and regulations, local ordinances (including the Los Angeles County Flood Control COUNTY Code) and applicable regulatory permits.
- 3.6. The CITY shall be responsible to inspect the IMPROVEMENTS and clear any obstructions, sediment, or debris that may interfere with the proper functioning of the COUNTY FACILITIES, including upstream and downstream of all connections to the COUNTY FACILITIES. The limits of the CITY's responsibility under this subsection shall be up to 100 feet for open channels and up to 50 feet for covered storm drains, from ends of connections in both directions as directed by the COUNTY, at the COUNTY's sole discretion. The CITY shall take appropriate measures to make sure sediment does not enter the COUNTY FACILITIES from the PROJECT.
- 3.7. The CITY shall provide the COUNTY with 24-hour contact information for person(s) responsible for the operation and maintenance activities related to the

IMPROVEMENTS. The COUNTY shall provide the CITY with 24-hour contact information for person(s) responsible for maintaining the COUNTY FACILITIES.

3.8. The CITY shall coordinate and communicate with the COUNTY in regard to operation, maintenance, and repair activities related to the IMPROVEMENTS.

3.8.1. The CITY shall notify the COUNTY a minimum of thirty (30) days in advance of any major (non-routine) proposed maintenance activities related to the IMPROVEMENTS; provided, however, that in the event the CITY becomes aware of the need to perform any such maintenance activities less than thirty (30) days from the date it proposes to perform said activities, it shall notify the COUNTY immediately upon determining to perform the activities.

3.8.2. The CITY shall notify the COUNTY a minimum of two (2) weeks in advance of accessing the COUNTY FACILITIES to perform any activities which require permits from the COUNTY or any government agencies related to the IMPROVEMENTS including, but not limited to, staging for any repairs, except for routine maintenance such as trash removal, routine cleaning, and minor repairs.

3.8.3. The CITY shall provide the COUNTY with an annual summary report of its operations and maintenance of the IMPROVEMENTS and status of all related regulatory permits. The contents of the summary report shall include at a minimum the following information:

- a. Name of PROJECT;
- b. Location description;
- c. Project contact information;
- d. Description of the PROJECT and its function and direct impact to the COUNTY FACILITIES and/or other COUNTY right of way;
- e. Summary of operations within the reporting year, from July 1st to June 30th of the following year, type of activities (i.e. routine, non-routine, and emergency), date and time of activities, and description of work performed;
- f. Summary of major repairs completed, including but not limited to, type of repairs, location of repairs, pre- and post-repair photographs, date and time of repairs;
- g. Summary of public inquiries and complaints related to the PROJECT and the CITY'S response;
- h. Summary of volume captured or discharged from PROJECT;

- i. Status of any regulatory permits affecting the operation or maintenance of the IMPROVEMENTS;
- j. Status of any specialty contractor agreements required for ongoing maintenance and repairs of the IMPROVEMENTS;

3.8.4. The annual summary report shall be mailed to the following address by July 30th each year:

Attention: Asset Management Division
Los Angeles County Department of Beaches and Harbors
13837 Fiji Way, Marina del Rey, CA 90292

- 3.9. The COUNTY shall immediately coordinate and communicate with the CITY regarding any maintenance activities by the COUNTY related to the COUNTY FACILITIES that may impact the IMPROVEMENTS.
- 3.10. If the CITY fails to perform any maintenance activities as provided for in this AGREEMENT in a timely manner, the COUNTY reserves the right to remedy any such maintenance deficiency that the COUNTY determines impairs the functioning of the COUNTY FACILITIES or the COUNTY's flood protection activities. However, prior to taking any action to remedy any such maintenance deficiency, the COUNTY shall provide written notice to the CITY of the deficiency. If the CITY fails to correct the deficiency within thirty-five (35) days from the date of the notice or such longer period as the COUNTY, in its sole discretion may agree to, the COUNTY shall thereafter be entitled to correct the deficiency. Notwithstanding the foregoing, if the COUNTY determines that immediate remedial action is required to prevent or mitigate a dangerous condition, the COUNTY shall be entitled to implement the remedial action(s) after giving the CITY as much notice as the COUNTY determines is feasible under the circumstances, including providing the CITY with an estimate of the cost associated with such remediation. If the COUNTY takes any remedial action pursuant to this Section, it shall prepare and send to the CITY an invoice for all work undertaken by the COUNTY to remedy any maintenance deficiency, and the CITY shall, within thirty (30) days from the receipt of the invoice, reimburse the COUNTY for all costs and expenses reasonably incurred by the COUNTY to remedy said deficiency. In addition to its other indemnification obligations below, the CITY hereby agrees to indemnify, defend, and hold harmless the COUNTY and their elected and appointed officers, employees, and agents from and against all claims and/or actions related to any remedial action taken by the COUNTY that may be asserted by a public agency or third-party alleging violations of Federal, State, or local laws, rules or regulations.

- 3.11. The CITY shall be responsible for all community relations related to the PROJECT, including responding to public inquiries, complaints, etc. The COUNTY shall forward to the CITY any community relations, public inquiries, complaints, etc., related to the PROJECT.

SECTION 4: Term

- 4.1. The term of this AGREEMENT shall be for fifty (50) years (Initial Term), subject to the COUNTY's right to terminate the CITY'S use as provided for in Section 5 in this AGREEMENT.
- 4.2. This AGREEMENT shall expire at the end of the Initial Term provided; however, the Director of the Department of Beaches and Harbors of the COUNTY or his designee may extend the term of this AGREEMENT, beyond the Initial Term, up to ten (10) years, subject to such terms and conditions as they deem appropriate, upon receipt of a written request from the CITY, no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 5: Termination of AGREEMENT

- 5.1. The COUNTY shall have the right to terminate this AGREEMENT by giving the CITY at least one hundred eighty (180) days prior written notice, under the following conditions:
 - 5.1.1. The COUNTY proposes a project for flood control, water conservation and/or any other use or purpose authorized by the Los Angeles County Flood Control Act; and
 - 5.1.2. The COUNTY determines, in good faith, that the IMPROVEMENTS or any portion thereof, would be substantially incompatible with the COUNTY's proposed project; and
 - 5.1.3. The COUNTY has notified the CITY of the basis for the COUNTY'S determination that a substantial incompatibility will exist and has provided the CITY with a reasonable opportunity to propose modifications to the IMPROVEMENTS that will eliminate the incompatibility; and
 - 5.1.4. After consideration of any such modifications proposed by the CITY, the COUNTY, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, a substantial incompatibility would still exist.

- 5.2. The COUNTY shall have the right to terminate this AGREEMENT in the event the CITY breaches any term or condition of this AGREEMENT and fails to cure such breach or breaches within a reasonable amount of time up to a maximum of one hundred twenty (120) days from the date the COUNTY provides written notice of said breach or breaches to the CITY. Upon receipt of a written notice of breach, the CITY shall, within forty-five (45) days of the date of the written notice, send the COUNTY a written response describing the corrective measures that the CITY proposes to implement. The PARTIES shall thereafter promptly meet and confer, in good faith, to reach agreement on the corrective measures. The CITY shall not implement any corrective measure until it has been approved and agreed upon by the COUNTY.
- 5.3. The COUNTY shall have the right to terminate this AGREEMENT if construction of the PROJECT has not been completed within five (5) years from the date this AGREEMENT is fully executed.
- 5.4. The COUNTY shall have the right to suspend or terminate this AGREEMENT in the COUNTY's sole discretion, in the event the COUNTY determines, in good faith, that it is necessary for the COUNTY to enter and take exclusive possession of the COUNTY FACILITIES or any portion thereof, in order to respond to an emergency as defined in Public Contract Code Section 1102.
- 5.5. The CITY shall have the right to terminate this AGREEMENT for any reason, by giving the COUNTY at least sixty (60) days prior written notice, subject to the CITY's obligation to remove the IMPROVEMENTS described in Section 6, below.

SECTION 6: Removal of IMPROVEMENTS and Restoration of the COUNTY FACILITIES

- 6.1. Upon termination of this AGREEMENT, the COUNTY may, in its sole discretion, provide a written notice to the CITY to remove all or any portion of the IMPROVEMENTS, and to restore the COUNTY FACILITIES to a condition similar to or better than that which existed on the effective date of this AGREEMENT (including sealing off all connections between PROJECT and COUNTY FACILITIES). If the COUNTY provides such notice, the CITY shall comply with said notice within a reasonable time, but in no event exceeding one year from the date of the notice or such longer period as the COUNTY may in its sole discretion agree to.
- 6.2. Prior to commencing the removal of any IMPROVEMENTS within the COUNTY FACILITIES, the CITY shall apply for and obtain any and all other necessary local, State, and Federal permits applicable to the removal of the IMPROVEMENTS.
- 6.3. If the CITY fails to comply with the COUNTY's notice referred to in subsection 6.1, the COUNTY may, in its sole discretion, remove any or all IMPROVEMENTS

referenced in the COUNTY's notice to the CITY. In addition to its other indemnification obligations below, the CITY hereby agrees to indemnify, defend, and hold harmless the COUNTY and their elected and appointed officers, employees, and agents from and against all claims and/or actions related to the COUNTY'S removal of the IMPROVEMENTS that may be asserted by a public agency or third-party alleging violations of Federal, State, or local laws, rules or regulations.

- 6.4. If the COUNTY removes any IMPROVEMENTS pursuant to subsection 6.3, the COUNTY shall submit a billing invoice to the CITY indicating the costs and expenses reasonably incurred by the COUNTY in connection with the removal of the IMPROVEMENTS and the CITY shall reimburse the COUNTY all such costs and expenses within thirty (30) days of the CITY's receipt of a billing invoice from the COUNTY.

SECTION 7: Miscellaneous Provisions

7.1. Damage to COUNTY FACILITIES or PROJECT

- 7.1.1. If any components of the PROJECT are damaged by any negligent act or omission of the COUNTY, the COUNTY shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The COUNTY shall be responsible for all costs related to these repairs and/or replacements.

- 7.1.2. If any components of the COUNTY FACILITIES are damaged by any negligent act or omission of the CITY (including its consultants and contractors), the CITY shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The CITY shall be responsible for all costs related to these repairs and/or replacements.

- 7.2. The COUNTY shall not be responsible for the expense of any relocation, alteration, or modification of the PROJECT, or any portion thereof.

- 7.3. Deed Restriction. The COUNTY has a deed restriction on the COUNTY FACILITY where the PROJECT is to be constructed. Due to the public benefit of the PROJECT, to the extent the PROJECT would conflict with the restrictions and conditions found in the Grant Deed recorded as document number 95-1527005 transferring the subject property where the PROJECT is located from the State of California to the County of Los Angeles, the State of California has waived any such deed restrictions or conditions for this PROJECT (see attached as Exhibit B Letter from State and Grant Deed).

- 7.4. Indemnification, Release, and Insurance.

- 7.4.1. The CITY shall indemnify, defend, and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CITY'S acts and/or omissions arising from and/or relating to this AGREEMENT.
- 7.4.2. The CITY releases the COUNTY and waives all rights to damages for any loss, costs, or expenses the CITY may sustain as a result of any damage to, or destruction of, the PROJECT, or any portion thereof, attributable to flood or stormwaters, or any other runoff tributary to the COUNTY FACILITIES, except to the extent such damages are caused by the negligence or willful misconduct of the COUNTY or its officers, employees or contractors.
- 7.4.3. Without limiting the CITY's indemnification of the COUNTY, the CITY shall procure and/or maintain, in full force and effect during the term of this AGREEMENT, insurance policies or a program of self-insurance providing for the following coverage related to the IMPROVEMENTS:
 - 7.4.3.1. 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.
 - 7.4.3.2. 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 the COUNTY and the 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, the CITY in the course of carrying out the work or services contemplated in this AGREEMENT.
 - 7.4.3.3. Automobile Liability Insurance: the CITY shall procure such policy with coverage of not less than one million dollars (\$1,000,000) per accident.
 - 7.4.3.4. The COUNTY, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. The CITY shall furnish to the COUNTY a Policy of Insurance evidencing the CITY'S insurance coverage no later than ten (10) working days after execution of the AGREEMENT. Upon renewal of said policy, the CITY shall furnish to the

COUNTY a Certificate evidencing the CITY's continued insurance coverage as required herein.

- 7.4.3.5. Should the CITY elect to comply with this section through a program of self-insurance, CITY shall provide a Certificate of Self-Insurance to COUNTY indicating limits of such self-insurance coverage that meet or exceed those stated herein.
- 7.5. Relationship of Parties. The Parties are and shall remain at all times as to each other wholly independent entities. No Party to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.
- 7.6. Binding Effect. This AGREEMENT shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this AGREEMENT without prior written consent of the other Party.
- 7.7. Amendment. The terms and provisions of this AGREEMENT may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.
- 7.8. Waiver. Waiver by any Party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.
- 7.9. Governing Law. This AGREEMENT is made under and will be governed by the laws of the State of California. In the event of litigation between the Parties, venue in the state trial court shall lie exclusively in the County of Los Angeles.
- 7.10. No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language.
- 7.11. Severability. The provisions of this AGREEMENT are severable, and the invalidity, illegality or unenforceability of any provision of this AGREEMENT will not affect the validity or enforceability of any other provisions. If any provision of this AGREEMENT is found to be invalid, illegal, or unenforceable, the Parties shall

endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this AGREEMENT.

- 7.12. Counterparts. This AGREEMENT may be executed in counterparts, which together shall constitute the same and entire Agreement.
- 7.13. Administration. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this AGREEMENT on behalf of such Party.
- 7.14. Notices

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

Los Angeles County Department of Beaches and Harbors
13837 Fiji Way, Marina Del Rey, CA 90292
Attention: Deputy Director
Phone No.: (424)526-7777
Fax: (310)821-6345

City of Manhattan Beach
Public Works Department
3621 Bell Avenue, Manhattan Beach, CA 90266
Attention: Public Works Director
Phone No.: (310) 802-5303

The PARTIES shall promptly notify each other of any change of the contact information specified in this Section, including personnel changes.

IN WITNESS WHEREOF, COUNTY and CITY have caused this AGREEMENT to be executed by their respective duly authorized officers, by COUNTY on _____, 2023; by CITY on _____, 2023.

COUNTY OF LOS ANGELES,
A body corporate and politic

By _____

APPROVED AS TO FORM:

By _____
Deputy County Counsel

CITY:

City of Manhattan Beach,
A California municipal corporation

By _____
DocuSigned by:
Erick Lee, Acting City Manager
8FDAAFB234CA492...
Name: Erick Lee
Title: Acting City Manager


ATTEST:

By _____
DocuSigned by:
Liza Tamura
975D2FFB9D8446B...
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By _____
DocuSigned by:
Quinn M. Barrow, City Attorney
C24C6E263545445...
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By  DocuSigned by:
A2994BD2DB85429...
Name: Julie Bondarchuk
Title: Acting Finance Director

APPROVED AS TO CONTENT:


By  DocuSigned by:
8FDAAF5234CA492...
Name: Erick Lee
Title: Public Works Director

Exhibit A

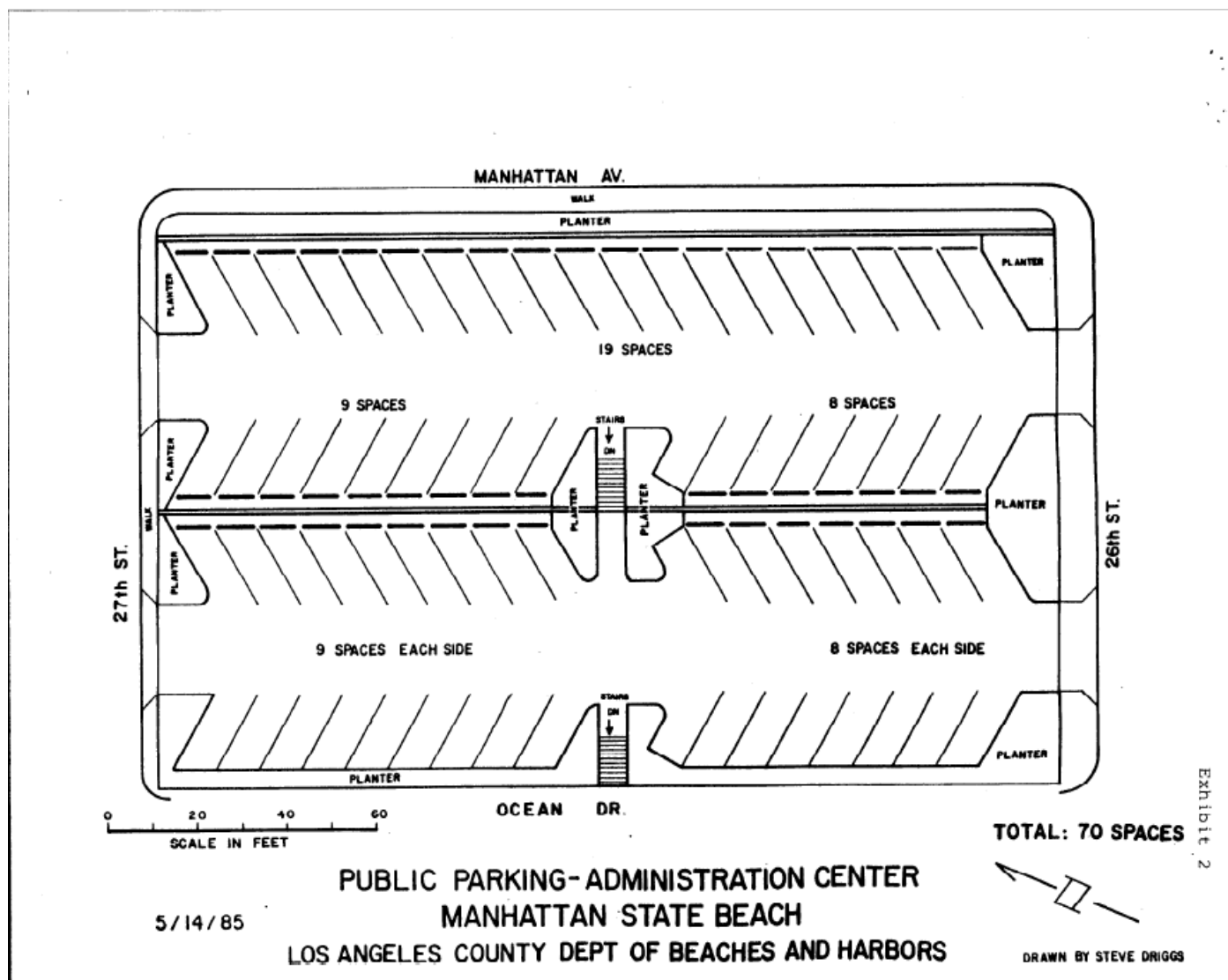




Exhibit B

DocuSign Envelope ID: 72B127B9-CFE9-4690-A054-36FF7DC91521



State of California • Natural Resources Agency

Gavin Newsom, Governor

DEPARTMENT OF PARKS AND RECREATION
Acquisition and Real Property Services
2241 Harvard Street, Ste. 200
Sacramento, California 95815

Armando Quintero, Director

April 27, 2023

Steve Penn
Asset Management Division Chief
Los Angeles County Department of Beaches & Harbors
13837 Fiji Way
Marina Del Rey, CA 90292

RE: Manhattan Beach 28th Street Stormwater Infiltration Project – Property Coordination

Dear Mr. Penn,

California Department of Parks and Recreation ("State Parks") has received the attached information about the City of Manhattan Beach's 28th Street Storm Drain Infiltration Project ("Project") that impacts parcels granted to the County of Los Angeles ("County") by the State of California, by and through State Parks, in 1995. You have requested an exemption to the conditions subsequent in the attached Grant Deed recorded as document 95-1527005 in the Los Angeles County Recorder's Office ("Grant Deed").

State Parks has determined that due to the public benefit of the Project, to the extent the Project would conflict with the conditions subsequent, it will waive the conditions for this Project. State Parks does not consider this to be an "intentional material breach of any condition" as described in the Grant Deed, and therefore is not required to terminate the County's interest pursuant to Civil Code section 885.010 et seq.

By granting this limited waiver, State Parks does not waive or alter the conditions subsequent for any other project in the future, or otherwise alter or amend State Parks' rights as stated in the Grant Deed.

If you have any questions or comments, please do not hesitate to contact Bahadur Mann at (916) 804-1207 or bahadur.mann@parks.ca.gov.

Sincerely,

DocuSigned by:

A handwritten signature in blue ink that reads "Brian Dewey".

Brian Dewey

Assistant Deputy Director
Facilities and Development

Enclosures

cc: Email to Steve Penn at SPenn@bh.lacounty.gov

1. Introduction

The City of Manhattan Beach (City) proposes to implement the 28th Street Storm Drain Infiltration Project (Project) to improve water quality at the beach and for the Santa Monica Bay. The primary goal of the Project is to improve water quality locally, on the beach, and in the Santa Monica Bay by:

- Reducing bacterial discharges from the storm drain system and
- Reducing trash/debris discharge from the storm drain system.

The Project will generate additional benefits, including:

- Enhancing beach conditions,
- Reducing the potential for beach closures,
- Providing an enhanced environment for marine life,
- Creating educational and outreach opportunities for the local community, and
- Improving the 26th Street Parking Facility.

Implementation of a beach infiltration system was identified as the highest priority capital project for the City in the Beach Cities Enhanced Watershed Management Program (EWMP). The EWMP was developed in a collaborative effort involving the Cities of Manhattan Beach, Hermosa Beach, Redondo Beach, Torrance, and the Los Angeles County Flood Control District (LACFCD). The EWMP identified capital improvement projects in the participating jurisdictions to help improve water quality and address applicable pollutants in the Santa Monica Bay, specifically related to bacteria. **Figure 1-1** illustrates the Project area, surrounding drainage areas, and the Beach Cities EWMP Group.



City of Manhattan Beach

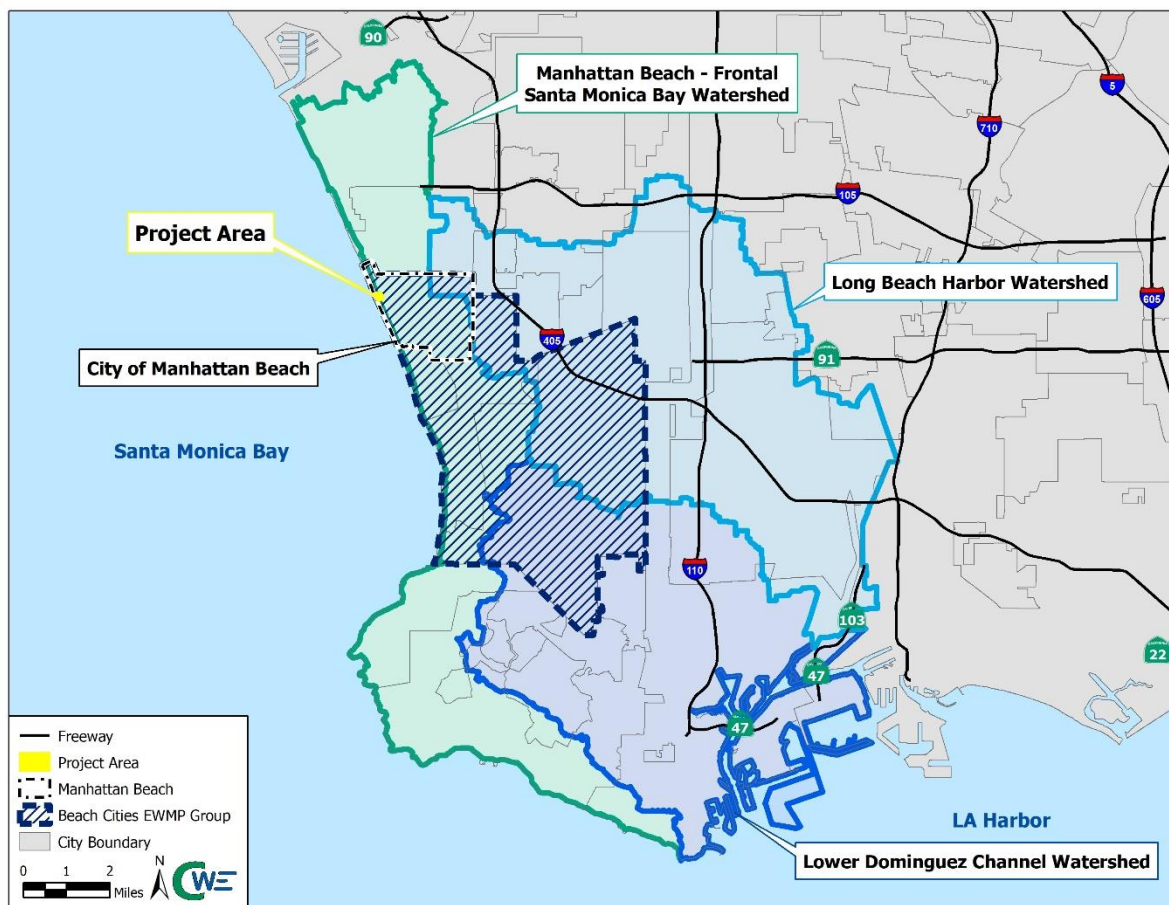
28th Street Storm Drain Infiltration Project
Project Description

Figure 1-1 Surrounding Watersheds and Watershed Group

The Project's drainage area covers over 1,500 acres. A drainage area is defined as the land area where rain falls and is then captured in a single drainage system (28th Street Storm Drain). Almost the whole area is within the City of Manhattan Beach, as illustrated in **Figure 1-2**. The Project captures 60% of the City's area. The pollutants generated in the drainage area are mitigated by the Project, preventing them from reaching the beach and Santa Monica Bay.



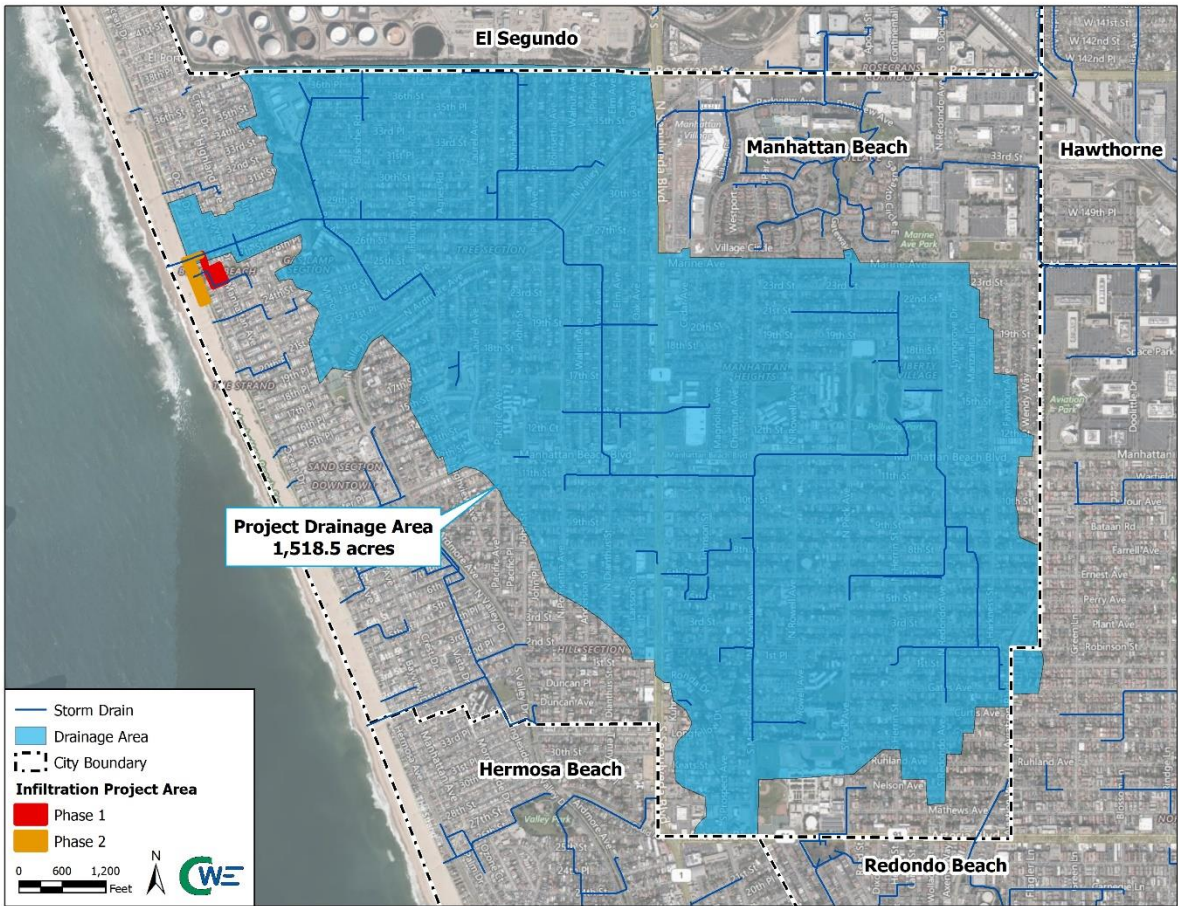


Figure 1-2 Project Drainage Area

1.1 Project Conceptual Approach

The City seeks to implement the Project to achieve the water quality goals identified in the Beach Cities EWMP. The Project addresses discharges that drain into the 28th Street Storm Drain and ultimately the Santa Monica Bay. **Figure 1-3** illustrates the general concept of the Project. The Project will reduce pollutants sent to downstream water bodies by capturing runoff, such as rainwater and irrigation overspray. Captured runoff will be discharged into an underground system that facilitates infiltration.

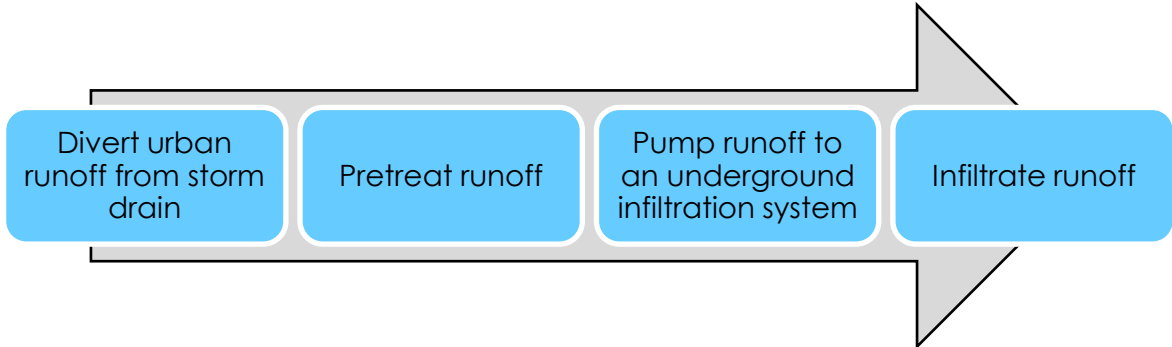


Figure 1-3 General Project Concept

1.2 Benefits

The Project provides multiple benefits, which are summarized below:

- Improve water quality locally, on the beach, and in the Santa Monica Bay
 - Reduce bacteria discharges from drainage system
 - Reduce discharge of trash/debris from drainage system
- Enhance beach conditions
 - Reduced debris from the upstream drainage system
 - Reduce the potential for odors related to drainage system
- Reduce the potential for beach closures
- Create opportunities for education and outreach in local communities
 - Inform the community of water quality challenges and strategies to improve it
 - Install permanent educational signage
 - Engage in dialogue with stakeholders and the public through community meetings
- Provide an enhanced environment for marine life
- Improve the 26th Street Parking Facility



2. Proposed Improvements

The City proposes to use a phased approach to accomplish the goals of the Project. Phase 1 includes improvements at the 26th Street Parking Facility, while Phase 2 includes improvements on the beach.

Figure 2-1 illustrates the Project areas for each phase.

Phase 1 will maximize, to the greatest extent practicable, the volume of water diverted and infiltrated. The City will assess improvements made to water quality through the implementation of Phase 1 to determine the need for Phase 2 implementation. In total, the two phases will ultimately capture runoff from the drainage area illustrated in **Figure 1-2**.

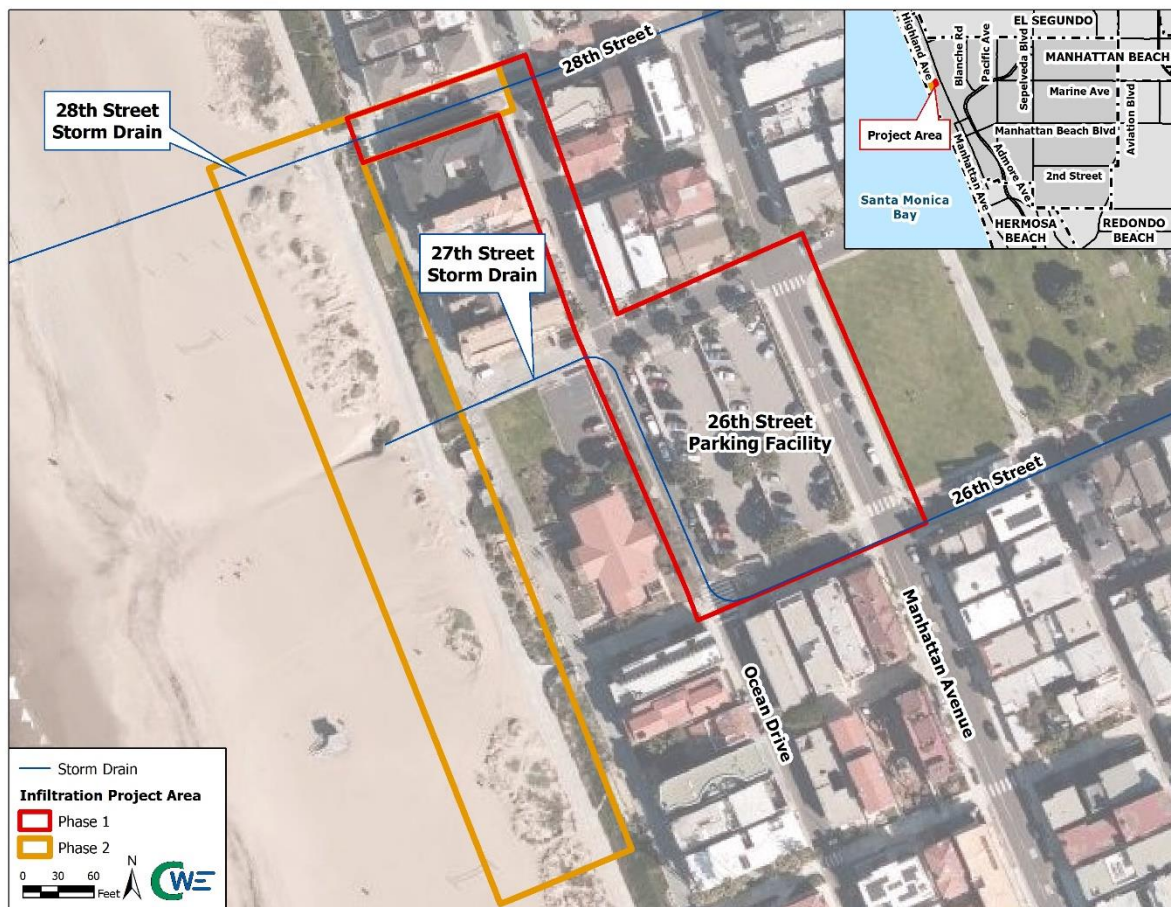


Figure 2-1 Concept Layout

2.1 Phase 1

Phase 1 improvements focus on the 26th Street Parking Facility, which is bordered by Manhattan Avenue, Ocean Drive, 27th Street, and 26th Street, as shown in the figure above. Runoff will be diverted from the storm drain on 28th Street through a pipe aligned southeast on Ocean Drive. Opportunities to include a gravity diversion upstream will be evaluated during the design process. The diverted runoff will be pretreated to remove trash and sediment and pumped to a matrix of drywells located in and around the parking facility.



The storm drain is a reinforced concrete tunnel that is approximately 40 feet deep near Manhattan Avenue. The diversion along Ocean Drive will reduce the amount of excavation required for the pretreatment unit and pump station.

The intent of Phase I is to maximize capture at this location due to the high infiltration rates and the proximity to the beach outfall. A total of 48 drywells are anticipated to be installed. Captured runoff will fill the drywells, which are six-foot diameter shafts, partially filled with gravel. Water will be able to infiltrate through the soil, improving water quality. **Figure 2-2** illustrates the preliminary drywell layout at the 26th Street Parking Facility.



Figure 2-2 Phase 1: 26th Street Parking Facility Drywell Concept

The exact location of each drywell will be determined during final design and will be placed to avoid existing utilities, retaining walls, and other onsite features. The parking lot will be repaved as part of the Project using pervious pavement, to maximize the infiltration on site. Improvements to the landscaping and existing walls of the facility may also be incorporated.

Approximately 55 acre-feet of runoff is expected to be captured during a single storm event following implementation of Phase 1. The parking facility will look the same as what is there now with some upgrades (new pavement, new landscape, signage, etc.). Manholes will be in the parking facility above each drywell, like what exists in the street for various utilities, and the rest of the improvements will be underground.



2.2 Phase 2

Following implementation of Phase 1, the improvements to water quality will be monitored and assessed to determine the need and goals for Phase 2 implementation. Like Phase 1, a diversion, pretreatment system, and pump will be required to capture runoff from the existing storm drain on 28th Street. It is expected that at least part of the system used for Phase 1 will also be used for Phase 2, which will reduce construction impacts and costs. Runoff will be pumped into a buried infiltration trench on the beach, as is illustrated in **Figure 2-3**. The infiltration trench is essentially a pit filled with gravel and perforated pipes wrapped in a filter fabric. The pipes and void space from the gravel allow for water to be stored while infiltration occurs into the sand. Other buried structures that meet the Project objective are also under consideration as alternatives. The system will be buried under the surface and potential future impacts associated with sea level rise have been considered.



Figure 2-3 Phase 2: Beach Infiltration Concept

Up to 10 acre-feet of runoff is expected to be captured during a single storm event under Phase 2. In total, the two phases of the Project aim to capture up to 63 acre-feet of runoff during a single storm event, or 1-inch of rainfall generated within the 1,500-acre drainage area.

Following Phase 2 implementation, the surface will be restored to match existing conditions and dune restoration may also be included as part of the Project. Manholes will be visible on the street at the diversion, pretreatment, and pump, while the rest of the infrastructure will be underground.



Figure 2-4 illustrates the improvements of both phases, which is the eventual goal. Specific sizes and locations may move slightly during the design process, while the overall concept will remain the same.

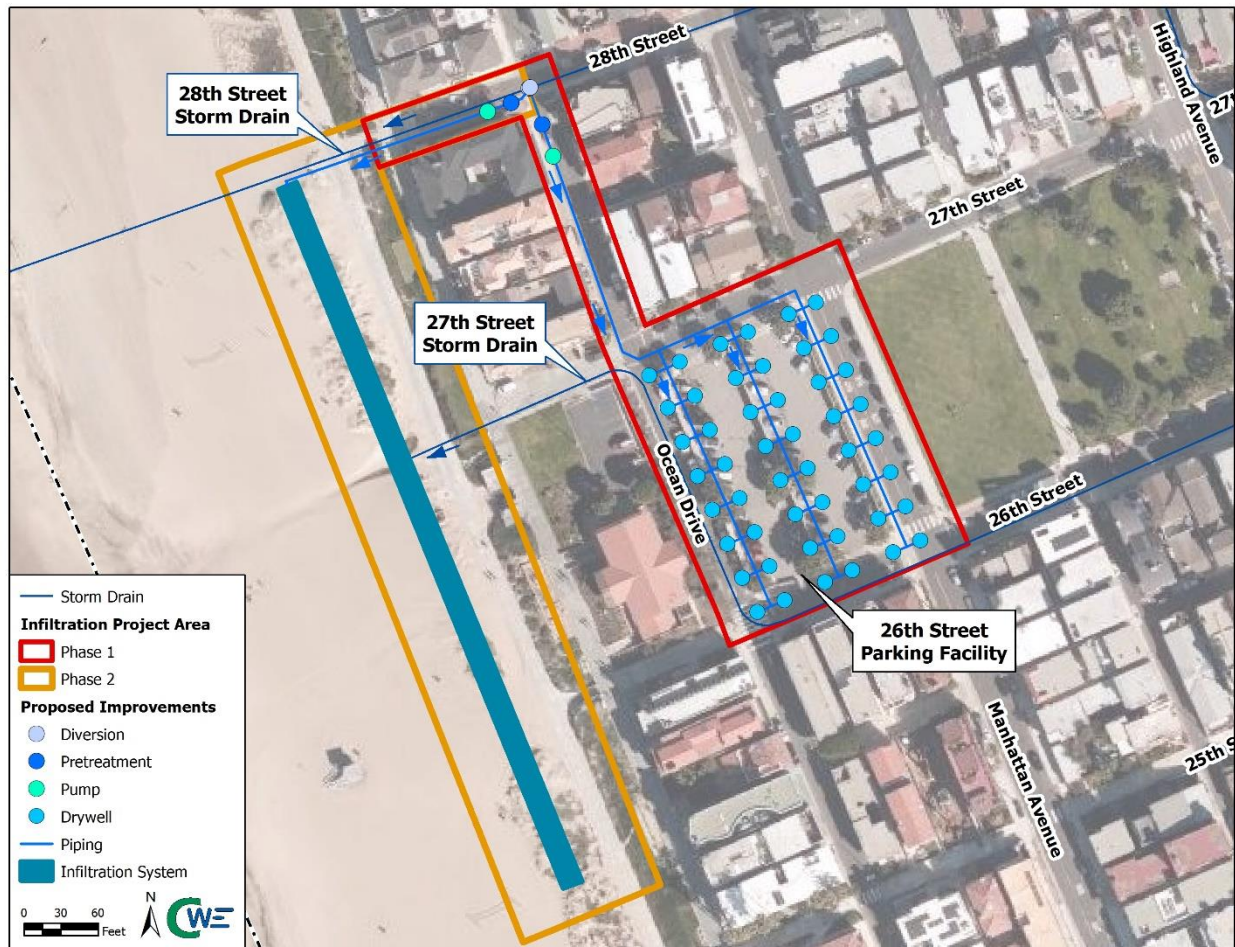
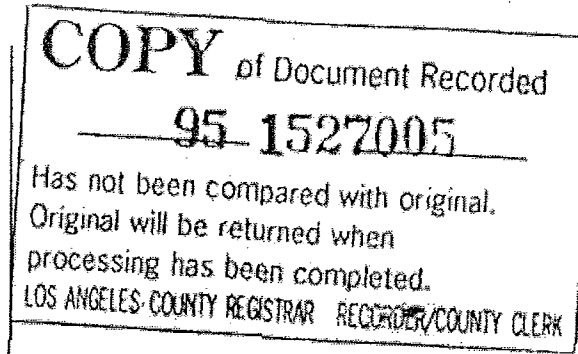


Figure 2-4 Full Project Implementation Concept

SEP 19 1995

When Recorded Mail To:

County of Los Angeles
Dept. of Public Works
550 South Vermont Avenue, 12th Fl
Los Angeles, CA 90020
Attn: Crystal Sy, Escrow Unit



A08700 OFFICIAL STATE BUSINESS - EXEMPT FROM RECORDING FEES PURSUANT TO GOVT CODE SECTION 6103
Manhattan State Beach

STATE OF CALIFORNIA

GRANT DEED

Pursuant to the provisions of Section 5002.6 of the Public Resources Code, the STATE OF CALIFORNIA, through its duly appointed, qualified and acting Director of the Department of Parks and Recreation, hereby grants to the County of Los Angeles, a body corporate and politic, in trust for the people of the State of California, the following described real property in the County of Los Angeles, State of California:

As shown on the attached Exhibit "A", consisting of 2 pages, and by this reference made a part hereof.

EXCEPTING AND RESERVING to the State of California all mineral deposits, not previously reserved in other documents of record, as defined in Section 6407 of the Public Resources Code below a depth of 500 feet, without surface rights of entry.

THIS DEED IS MADE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS
SUBSEQUENT:

- (1) The real property and improvements herein conveyed shall be used, operated and maintained by the County for public recreation and beach purposes in perpetuity.
- (2) No new or expanded commercial development shall be allowed on the granted real property.
- (3) Any project for new or expanded noncommercial development on the granted real property shall not exceed an estimated cost limitation for each project of two hundred fifty thousand dollars (\$250,000), as adjusted annually to reflect the California Construction Index utilized by the State of California, Department of General Services. Any authorization for new and expanded noncommercial development shall be limited to

projects that provide for the safety and convenience of the general public in the use and enjoyment of, and enhancement of, recreational and educational experiences, and shall be consistent with the use, operation, and maintenance of the granted lands and improvements herein granted in trust. The per-project limitation in this paragraph shall apply in the aggregate, so that not more than the amount specified herein may be expended for the project as a whole, regardless of any division of the project into phases or parts. "Project" means the whole of an action that constitutes the entirety of the particular type of new construction, alteration, or extension or betterment of existing structure.

- (4) The granted lands and improvements may not be subsequently sold, transferred, or encumbered. "Encumber" includes, but is not limited to, mortgaging the property, pledging the property as collateral, or any other transaction under which the property would serve as security for borrowed funds. Any lease of the granted lands or improvements shall only be consistent with the public recreation and beach purposes as herein conveyed.

Upon an intentional material breach of any condition, the State will terminate the County's interest in the real property conveyed hereunder pursuant to Civil Code Section 885.010 et sequitur.

Each of the foregoing express conditions subsequent shall also be covenants by the Grantee for use and development of the granted real property, and equitable servitudes upon the interests granted herein, which may be enforced through injunction for specific performance or preventive relief.


THIS DEED IS ALSO MADE SUBJECT TO all valid existing contracts, leases, encumbrances and claims of title which may affect said parcels.

IN WITNESS WHEREOF, the State has caused this Grant Deed to be executed this
15 day of September 1995.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Donald W. Murphy, Director

By


Deputy Director

State of California

County of SACRAMENTO

On 9-15-95 before me, MARY E. COTA
 personally appeared KENNETH B. JONES,
 personally known to me (or proved on the basis of satisfactory evidence) to be
 the person(s) whose name(s) is/are subscribed in 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.



Mary E. Cota
 Notary public in and for said State.

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act as a substitute for the advice of an attorney. The printer does not make any warranty, either expressed or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

EXHIBIT "A"

All that real property in the County of Los Angeles, State of California conveyed to the State of California by the following cited six documents recorded in the Official Records of said County as referenced:

PARCEL ONE:

Document/Grantor: Grant Deed/GEO. H. PECK, A SINGLE MAN.
Recorded: September 18, 1931, Book 11100, Page 274,
Official Records of Los Angeles County.

PARCEL TWO:

Document/Grantor: Grant Deed/COUNTY OF LOS ANGELES, A BODY
CORPORATE AND POLITIC.
Recorded: September 18, 1931, Book 11111, Page 245,
Official Records of Los Angeles County.

PARCEL THREE:

Document/Grantor: Grant Deed/COUNTY OF LOS ANGELES, A BODY
CORPORATE AND POLITIC.
Recorded: October 27, 1947, Book 25674, Page 291,
Official Records of Los Angeles County.

PARCEL FOUR:

Document/Grantor: Grant Deed/SECURITY FIRST NATIONAL BANK OF
LOS ANGELES AS TRUSTEE UNDER THE WILL OF
GEORGE H. PECK, DECEASED.
Recorded: January 5, 1949, Book 29098, Page 44,
Official Records of Los Angeles County.

PARCEL FIVE:

Document/Grantor: Grant Deed/CITY OF MANHATTAN BEACH, A
MUNICIPAL CORPORATION OF THE SIXTH CLASS.
Recorded: March 31, 1949, Book 29723, Page 156,
Official Records of Los Angeles County.

PARCEL SIX:

Document/Grantor: Quitclaim Deed/CITY OF MANHATTAN BEACH, A
MUNICIPAL CORPORATION OF THE SIXTH CLASS.
Recorded: March 31, 1949, Book 29723, Page 166,
Official Records of Los Angeles County.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the County of Los Angeles, a governmental agency, is hereby accepted under authority of a resolution adopted by the Board of Supervisors of said County on March 13, 1979, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated September 15, 1995

By John E. Anderson

John E. Anderson

Mapping & Property Management

County of Los Angeles Department of Public Works