

**BOARD OF  
SUPERVISORS**

Hilda L. Solis  
First District

Holly J. Mitchell  
Second District

Lindsey P. Horvath  
Third District

Janice Hahn  
Fourth District

Kathryn Barger  
Fifth District



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101 ceo.lacounty.gov

**Chief Executive Officer**

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

September 24, 2024

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:

**JOINT RESOLUTION BETWEEN THE BOARD OF SUPERVISORS OF THE COUNTY OF  
LOS ANGELES, THE CITY COUNCIL OF THE CITY OF WHITTIER, AND THE BOARD OF  
DIRECTORS OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT,  
COUNTY SANITATION DISTRICT NO. 18 OF LOS ANGELES COUNTY, AND THE WATER  
REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA, APPROVING AND ACCEPTING  
THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE  
ANNEXATION OF UNINCORPORATED TERRITORY KNOWN AS  
ANNEXATION NO. 2021-09 TO THE CITY OF WHITTIER, AND SUPPLEMENTAL JOINT  
RESOLUTION TO APPROVE TRANSFER OF THE COUNTY'S REGIONAL HOUSING NEEDS  
ASSESSMENT ALLOCATION TO THE CITY OF WHITTIER  
(FOURTH DISTRICT) (5-VOTES)**

**SUBJECT**

This action is to adopt the Joint Resolution for the Negotiated Exchange of Property Tax Revenue (Joint Resolution) associated with the annexation involving the detachment of unincorporated territory from the County of Los Angeles (County) and the annexation of said territory to the City of Whittier (City), and adopt the Supplemental Joint Resolution to approve the transfer of County 's Regional Housing Needs Assessment Allocation for the annexation of territory to the City.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed Joint Resolution, with their associated actions and the transfer of the County's Regional Housing Needs Assessment allocation are not subject to the provisions of the California Environmental Quality Act (CEQA).
2. Adopt the attached Joint Resolution between the Board of Supervisors (Board), as the governing

body of the County, Consolidated Fire Protection District, the Los Angeles County Flood Control District, and on behalf of the LA County Library, Road District No. 1, Road District No. 4, County Lighting Maintenance District 1687 and the County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone; the City Council of the City of Whittier; the Boards of Directors of the Greater Los Angeles County Vector Control District, the County Sanitation District No. 18 of Los Angeles County (County Sanitation District No. 18), and the Water Replenishment District of Southern California based on the negotiated exchange of property tax revenue as a result of the proposed Annexation No. 2021-09, to annex approximately 58± acres of inhabited territory to the City of Whittier (Joint Resolution).

3. On behalf of County Sanitation District No. 18, adopt the Joint Resolution pursuant to California Revenue and Taxation Code (R&T Code) section 99(b)(5).

4. Authorize the Chief Executive Officer, or her designee, and the Directors of the County Departments of Public Works, Regional Planning, and Parks and Recreation, or their designees, to take all actions to effectuate the Joint Resolution.

5. Withdraw the territory proposed for annexation from County Lighting Maintenance District 1687 and exclude the territory proposed for annexation from County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone.

6. Find that pursuant to Government Code section 25550.5, McNeas Park is local in character and approve the transfer of McNeas Park to the City.

7. Find that the transfer of McNeas Park to the City is exempt surplus land, pursuant to Government Code section 54221(f)(1)(D) and, therefore, not subject to the requirements for the disposition of surplus land, pursuant to the California Surplus Land Act.

8. Direct the Chief Executive Officer or the Director of Parks and Recreation, or their designees, to submit a copy of this Surplus Land Act exemption determination to the California Department of Housing and Community Development at least 30 days prior to the transfer pursuant to section 400(e) of the Surplus Land Act Guidelines.

9. Authorize and instruct the Director of Parks and Recreation, or her designee, to execute a Park Transfer Agreement between the County and the City.

10. Authorize the Chair to execute the quitclaim deed consistent with the Transfer Agreement and applicable conditions.

11. Adopt the attached Supplemental Joint Resolution to approve the transfer of the County's Regional Housing Needs Assessment allocation associated with proposed Annexation No. 2021-09 to the City, and instruct the Department of Regional Planning to take all actions necessary to effectuate such transfer.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City Council of the City and the Boards of Directors of the Greater Los Angeles County Vector Control District, and the Water Replenishment District of Southern California have adopted the Joint Resolution based on the negotiated exchange of property tax revenue resulting from the proposed

annexation of unincorporated territory to the City. The territory consists of 58± acres of inhabited territory located along Whittier Boulevard between Interstate 605 and Sorensen Avenue, in unincorporated County adjacent to the City. The proposed annexation intends to obtain and preserve one of the main pedestrian and vehicular corridors from Interstate 605 (San Gabriel River Freeway) to the City.

In order for the Local Agency Formation Commission (LAFCO) for the County to proceed with the required hearings on the proposed annexation, the Board, as the governing body of the County, the Consolidated Fire Protection District, the County Flood Control District, and on behalf of the LA County Library, Road District No. 1, Road District No. 4, County Lighting Maintenance District 1687 and the County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, must adopt the Joint Resolution.

In addition, due to the schedule of its meetings, County Sanitation District No. 18 is unable to adopt the Joint Resolution in time for Annexation 2021-09 to meet the State Board of Equalization's filing deadline of December 1, 2024. Pursuant to R&T Code 99(b)(5), the County may negotiate the exchange of property tax revenues on behalf of special districts such as County Sanitation District No. 18, with the requirement that the special district be consulted and provided adequate opportunity to comment on the negotiation. The County's Chief Executive Office (CEO) has consulted with County Sanitation District No. 18 and provided adequate opportunity to comment. The County Sanitation District No. 18 did not object or convey any concerns with the Joint Resolution or your Board approving the Joint Resolution on the District's behalf. Accordingly, the Board may adopt the Joint Resolution on behalf of County Sanitation District No. 18 and thereby allow Annexation 2021-09 to proceed.

Section 25550.5 of the Government Code authorizes the transfer of County parks situated within a city, to the city for the promise of continuing to operate them as parks. The Transfer Agreement provides that the Quitclaim Deeds conveying the Park Properties to the City will contain the following restrictions: 1) the Park Properties are to be used for open space, public recreation and park purposes only; 2) the Park Properties shall be equally open and available to residents of incorporated and unincorporated territory and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of an incorporated area not equally accorded residents of unincorporated territory; and 3) in the event that the County determines that the owner in possession is not complying with these restrictions, then all rights, title, and interest in and to the Park Properties shall revert back to the County upon providing a 30-day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County.

The McNees Park property is exempt surplus land, as defined in Government Code section 54221(f)(1)(D), because it is land that the County is transferring to another local agency, the City, for the agency's use.

### **FISCAL IMPACT/FINANCING**

The adopted Joint Resolution will transfer \$78,786 in base property tax revenue from the County General Fund to the City and will allocate a share of the annual property tax increment in each of the affected Tax Rate Areas from the County to the City, as contained in the Joint Resolution. The adjustment to the County's base will be made in the fiscal year following the filing of the statement of boundary change for Annexation No. 2021-09 with the California State Board of Equalization.

In addition, no sales tax sharing agreement with the City is required. Based on the CEO fiscal analysis of the estimated sales tax revenue impact to the County General Fund, there will not be a windfall to the City from the County relinquishing sales tax generated in the annexation area. CEO estimates departmental savings once the proposed annexation is completed.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Part 3, Title 5 of the California Government Code, commencing with Section 56000, the City adopted a resolution and filed an application with LAFCO to initiate proceedings for annexation of the subject territory to the City.

Section 99 of the R&T Code requires that prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service area, or service responsibilities will be altered by such change must address the fiscal impacts of the proposed annexation by negotiating a reallocation of property tax revenue between the affected agencies and approve and accept such reallocation by resolution. The City Council of the City and the Board of Directors of the Greater Los Angeles County Vector Control District, and the Water Replenishment District of Southern California have adopted the negotiated Joint Resolution, as required by section 99 of the R&T Code. In addition, your Board may adopt the Joint Resolution on behalf of County Sanitation District No. 18, pursuant to section 99(b)(5).

The Supplemental Joint Resolution provides for the City's acceptance of responsibility for 750 housing units of the County's Regional Housing Needs Assessment allocation for the annexation area, of which 247 are to be categorized as "Very Low Income" and 503 are to be "Above Moderate Income."

Adoption of the Joint Resolution and Supplemental Joint Resolution by the Board will allow LAFCO to schedule the required public hearings to consider testimony on the proposed annexation. LAFCO will subsequently take action to approve, approve with changes, or disapprove the proposal for the annexation.

County Counsel has reviewed the Joint Resolution and Supplemental Joint Resolution and has approved as to form.

**ENVIRONMENTAL DOCUMENTATION**

None of the actions contemplated by the proposed Joint Resolution are a project, pursuant to CEQA, because they are an activity that is excluded from the definition of a project by section 15378(b) of the State CEQA Guidelines. These proposed actions are an administrative activity of the government, which will not result in direct, or indirect changes to the environment.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Upon the effective date of the annexation, the City will become responsible for providing municipal services to the annexing territory.

**CONCLUSION**

At such time as the recommendation is approved by the Board, please return one approved copy of this letter and five signed originals of the Joint Resolution and two signed originals of the Supplemental Joint Resolution to LAFCO; one approved copy of this letter and a copy of the Joint Resolution and Supplemental Joint Resolution to the CEO Budget and Operations Management Branch; and one copy of this approved letter and a copy of the Joint Resolution and Supplemental Joint Resolution to the Auditor-Controller Tax Division.

Respectfully submitted,



FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:MRM

RM:DC:cg

Enclosures

- c: Executive Office, Board of Supervisors
- County Counsel
- Sheriff
- Auditor-Controller
- Fire
- LA County Library
- Parks and Recreation
- Public Works
- Regional Planning
- Local Agency Formation Commission for the County of Los Angeles

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS, AS THE GOVERNING  
BODY OF THE COUNTY OF LOS ANGELES, THE CONSOLIDATED FIRE  
PROTECTION DISTRICT OF LOS ANGELES COUNTY, AND THE LOS ANGELES  
COUNTY FLOOD CONTROL DISTRICT,**

**AND**

**THE CITY COUNCIL OF THE CITY OF WHITTIER, THE BOARD OF DIRECTORS OF  
THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT, THE  
COUNTY SANITATION DISTRICT NO. 18 OF LOS ANGELES COUNTY, AND THE  
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA, APPROVING  
AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE  
RESULTING FROM THE ANNEXATION OF TERRITORY KNOWN AS ANNEXATION  
2021-09 TO THE CITY OF WHITTIER, DETACHMENT FROM COUNTY ROAD  
DISTRICT NO. 1, COUNTY ROAD DISTRICT NO. 4, AND WITHDRAWAL FROM THE  
LOS ANGELES COUNTY LIBRARY PURSUANT TO ANNEXATION 2021-09**

**WHEREAS**, the City of Whittier (City) initiated proceedings with the Local Agency Formation Commission for Los Angeles County (LAFCO) for the annexation of territory identified as Annexation 2021-09 to the City; and

**WHEREAS**, pursuant to Section 99 of the California Revenue and Taxation Code, for specified jurisdictional changes, the governing bodies of affected agencies shall negotiate and determine the amount of property tax revenue to be exchanged between the affected agencies; and

**WHEREAS**, the territory proposed for annexation in Annexation 2021-09 consists of approximately 58± acres of inhabited unincorporated territory generally located in Los Angeles County (County) adjacent to the City (annexation area); and

**WHEREAS**, the annexation area is located within the boundaries of County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone and, upon annexation of the annexation area to the City, the territory shall be withdrawn from County Lighting and Maintenance District 1687 and detached from County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, respectively, and the County administered streetlights located therein shall be transferred to the City and the City shall assume responsibility for the administration, operation, and maintenance effective the date of the jurisdictional change; and

**WHEREAS**, the annexation area includes sewers, sewer infrastructure and related easements (Sewer Facilities) which are currently owned by the County. The County intends, and the City agrees, that the City will assume ownership and maintenance responsibilities of the Sewer Facilities upon completion of Annexation 2021-09, and the City may obtain an inventory of facilities, records, and sewer infrastructure plans from Public Works' Sewer Maintenance Division and Public Works' Survey Public Counter upon annexation; and

**WHEREAS**, the County and the City consent and agree to the transfer of the park known as McNees Park, located within boundaries of the annexation area, from the County to the City upon completion of Annexation 2021-09; and

**WHEREAS**, the Los Angeles County Flood Control District (LACFCD) owns existing levees and storm drainage facilities in the annexation area (Existing LACFCD Facilities); and

**WHEREAS**, portions of the annexation area are located in an area designated by the Federal Emergency Management Agency (FEMA) as an area of moderate flood hazard; and

**WHEREAS**, stormwater and other surface water runoff from the annexation area is regulated by ORDER NO. R4-2021-0105, NPDES PERMIT NO. CAS004004, WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) DISCHARGES WITHIN THE COASTAL WATERSHEDS OF LOS ANGELES AND VENTURA COUNTIES ("MS4 Permit") or successor permits issued by the Los Angeles Regional Water Quality Control Board; and

**WHEREAS**, the Board of Supervisors of the County of Los Angeles, as governing body of the County, the Consolidated Fire Protection District of Los Angeles County, the Los Angeles County Flood Control District, and on behalf of Road District No. 1, Road District No. 4, and the Los Angeles County Library; the City Council of the City of Whittier; and the governing bodies of the Greater Los Angeles County Vector Control District, the County Sanitation District No. 18 of Los Angeles County, and the Water Replenishment District of Southern California, (collectively the affected taxing agencies) have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation of the unincorporated territory identified as Annexation 2021-09, detachment from County Road District No. 1, County Road District No. 4, and withdrawal from the Los Angeles County Library, is as set forth below.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The negotiated exchange of property tax revenue between the affected taxing agencies, including the County and the City, resulting from Annexation 2021-09 is approved and accepted.

2. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2021-09 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue received by the County Road District No. 1, attributable to Annexation 2021-09, shall be transferred to the County, and the County Road District No. 1 share in the annexation area shall be reduced to zero.

3. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2021-09 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue received by the County Road District No. 4, attributable to Annexation 2021-09, shall be transferred to the County of Los Angeles, and the County Road District No. 4 share in the annexation area shall be reduced to zero.

4. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2021-09 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue received by the Los Angeles County Library, attributable to Annexation 2021-09, shall be transferred to the County, and the Los Angeles County Library share in the annexation area shall be reduced to zero.

5. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2021-09 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, Seventy-Eight Thousand, Seven Hundred, and Eighty-Six Dollars (\$78,786) in base property tax revenue shall be transferred from the County to the City.

6. For the fiscal year commencing after the filing of the statement of boundary change for Annexation 2021-09 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Annexation 2021-09 territory shall be transferred from the County to the City as shown below and the County's share shall be reduced accordingly:

<b>Tax Rate Area</b>	<b>Annual Tax Increment Ratio Transfer to the City</b>	<b>Tax Rate Area</b>	<b>Annual Tax Increment Ratio Transfer to the City</b>	<b>Tax Rate Area</b>	<b>Annual Tax Increment Ratio Transfer to the City</b>
9661	0.076216045	9681	0.076213317	12022	0.076479142
9669	0.076479142	9690	0.076884816	12060	0.076129878
9675	0.076120042	12010	0.076213317	13563	0.076213027
9677	0.076129878	12014	0.076213028	13592	0.076213323
9678	0.076213028	12015	0.076443862	16647	0.076213027

7. The City acknowledges that from and after the effective date of Annexation 2021-09, it will be responsible for the enforcement of flood plain management regulations within the annexation area and shall assume responsibility for administering compliance with the National Flood Insurance Program in connection with the annexation area.

8. From and after the effective date of Reorganization No. 2021-09, the City Council of the City and the Board of Supervisors of the County do hereby authorize and



approve the transfer of the ownership and the transfer of responsibility for maintenance of the Sewer Facilities from the County to the City.

9. The County and the City consent to the transfer of the park known as McNees Park (Park Property) to the City: The transfer of the Park Property is subject to the following conditions:

9.1 The finding of the Board of Supervisors that the Park Property proposed to be conveyed to the City for use by the City as a public park is exempt surplus land, pursuant to Government Code section 54221(f)(1)(D) and, therefore, not subject to the requirements for the disposition of surplus land, pursuant to the California Surplus Land Act.

9.2 The unanimous vote of the Board of Supervisors finding that the Park Property is local in character, pursuant to California Government Code section 25550.5.

9.3 The execution of a gratis Park Transfer Agreement between the County and City.

9.4 And, the City's acceptance of the Property subject to the County's standard conditions that the Park Property is to be used for open space, public recreation, or park purposes only. And that access, events, and programming at the Park Property shall be equally open and available to all residents of the County, including residents of incorporated and unincorporated territory, without discrimination, preference, or differential fees.

10. From and after the effective date of Annexation 2021-09, the ownership and responsibility for maintenance of all Existing LACFCD Facilities shall remain with the LACFCD.

11. The City acknowledges that the Existing LACFCD Facilities are critical to the flood protection of the annexation area, supports the LACFCD's efforts to maintain and enhance the Existing LACFCD Facilities as the LACFCD deems appropriate, and will use its best efforts to facilitate projects implemented by the LACFCD to maintain or enhance the Existing LACFCD Facilities.

12. The City acknowledges that from and after the effective date of Annexation 2021-09, the City will be responsible for the enforcement of flood plain management regulations within the annexation area and shall assume responsibility for administering compliance with the National Flood Insurance Program in connection with the annexation area.

13. From and after the effective date of Annexation 2021-09, the City shall assume ownership of and responsibility for all trash excluder devices (i.e., any device which partially blocks the opening or outlet of a catch basin to prevent trash from entering the storm drain system, including Connector Pipe Screen devices, installed at the opening of or inside any catch basin owned by the LACFCD) located in the

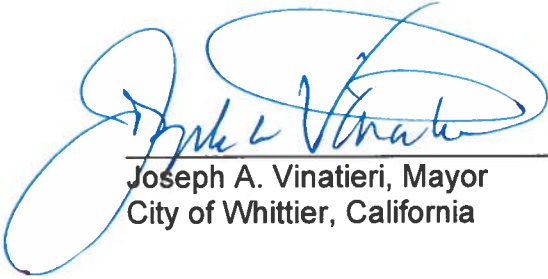
annexation area and shall promptly enter into an agreement with the LACFCD pertaining to the City's maintenance of the trash excluder devices.

14. The County Lighting Districts are impacted by the Whittier Annexation No. 2021-09 (Annexation No. 2021-09). Upon approval of Annexation No. 2021-09, those portions of County Lighting Maintenance District 1687 and County Lighting District LLA-1 (Unincorporated Zone) located within the proposed annexation boundary shall be withdrawn from County Lighting Maintenance district 1687 and detached from County Lighting District LLA-1 (Unincorporated Zone), respectively. The responsibility for the administration, operation, and maintenance of the existing streetlights located therein shall be transferred to the City effective upon the date of the jurisdictional change.

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PASSED, APPROVED AND ADOPTED this 25<sup>th</sup> day of June, 2024 by the following vote:

AYES: 4 ABSENT: 1  
NOES: 0 ABSTAIN: 0



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Joseph A. Vinatieri, Mayor  
City of Whittier, California

ATTEST:




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for Rigoberto Garcia Jr., City Clerk  
City of Whittier

I CERTIFY THAT THE FOREGOING RESOLUTION NO. 2024-38 was passed and adopted by the City Council of the City of Whittier at the regular meeting held on the 25<sup>th</sup> day of June 2024, by the following vote:

AYES: 4 Council Members: Vinatieri, Martinez, Dutra, Pacheco  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1 Council Member: Warner



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for RIGOBERTO GARCIA JR., City Clerk  
(seal)

/  
/  
(Signed in Counterpart)







PASSED, APPROVED AND ADOPTED this 5th day of September,  
2024 by the following vote:

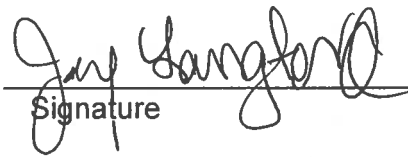
AYES: 4

ABSENT: 1

NOES: 0

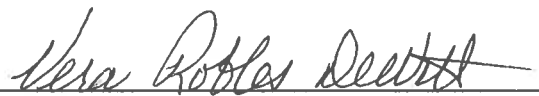
ABSTAIN: 0

Water Replenishment District of Southern California

  
\_\_\_\_\_  
Signature

Joy Langford, Board President  
\_\_\_\_\_  
Print Name and Title

ATTEST:

  
\_\_\_\_\_  
Secretary

/

(Signed in Counterpart)

**SUPPLEMENTAL JOINT RESOLUTION OF THE BOARD OF SUPERVISORS,  
AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES, AND  
THE CITY COUNCIL OF THE CITY OF WHITTIER,  
RELATED TO ANNEXATION 2021-09**

**WHEREAS**, the City of Whittier (City) initiated proceedings with the Local Agency Formation Commission for Los Angeles County (LAFCO) for the annexation of territory identified as Annexation 2021-09 to the City; and

**WHEREAS**, pursuant to Section 99 of the California Revenue and Taxation Code, for specified jurisdictional changes, the governing bodies of affected agencies shall negotiate and determine the amount of property tax revenue to be exchanged between the affected agencies; and

**WHEREAS**, the territory proposed for annexation in Annexation 2021-09 consists of approximately 58± acres of inhabited unincorporated territory generally located in Los Angeles County (County) adjacent to the City (annexation area); and

**WHEREAS**, this resolution is intended to supplement a joint resolution entitled "JOINT RESOLUTION OF THE BOARD OF SUPERVISORS, AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES, THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE CITY COUNCIL OF THE CITY OF WHITTIER, THE BOARD OF DIRECTORS OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT, THE COUNTY SANITATION DISTRICT NO. 18 OF LOS ANGELES COUNTY, AND THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF TERRITORY KNOWN AS ANNEXATION 2021-09 TO THE CITY OF WHITTIER, DETACHMENT FROM COUNTY ROAD DISTRICT NO. 1, COUNTY ROAD DISTRICT NO. 4, AND WITHDRAWAL FROM THE LOS ANGELES COUNTY LIBRARY PURSUANT TO ANNEXATION 2021-09" (Joint Resolution) that addresses the exchange of property taxes and other matters between the taxing entities affected by Annexation 2021-09;

**WHEREAS**, the Board of Supervisors of the County of Los Angeles, as governing body of the County, and the City Council of the City of Whittier ("City"), seek to supplement the Joint Resolution to memorialize the agreed-upon transfer to the City of the County's Regional Housing Needs Assessment allocation for the area proposed to be annexed to the City pursuant to as Annexation 2021-09, as set forth below.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

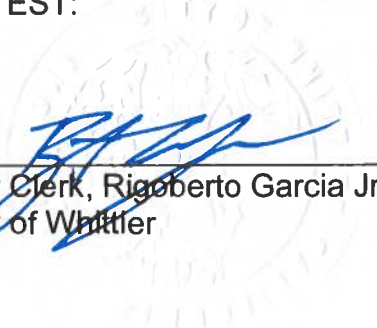
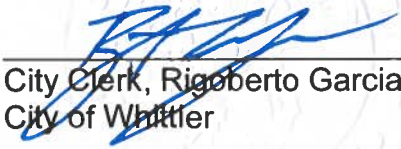
1. Responsibility for 750 housing units of the County's Regional Housing Needs Assessment ("RHNA") allocation for the annexation area shall be transferred from the County to the City, of which 247 are to be categorized as "Very Low Income" and 503 are to be "Above Moderate Income."



PASSED, APPROVED AND ADOPTED this 13th day of August, 2024 by:

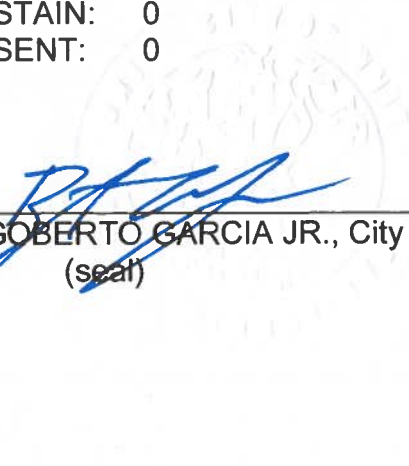

  
\_\_\_\_\_  
Mayor, Joseph A. Vinatieri  
City of Whittier, California

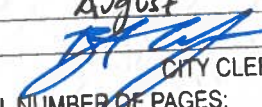
ATTEST:

  
  
\_\_\_\_\_  
City Clerk, Rigoberto Garcia Jr.  
City of Whittier

I CERTIFY THAT THE FOREGOING RESOLUTION NO. 2024-50 was passed and adopted by the City Council of the City of Whittier at the regular meeting held on the 13th day of August 2024, by the following vote:

AYES: 5 Council Members: Vinatieri, Warner, Martinez, Dutra, Pacheco  
NOES: 0  
ABSTAIN: 0  
ABSENT: 0

  
  
\_\_\_\_\_  
RIGOBERTO GARCIA JR., City Clerk  
(seal)  
/  
/  
/  
/  
/  
/

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE WITH THE CITY OF WHITTIER. WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF WHITTIER THIS 13<sup>th</sup> DAY OF August, 2024  
\_\_\_\_\_  
  
CITY CLERK  
TOTAL NUMBER OF PAGES: 4

(Signed in Counterpart)



## MCNEES PARK TRANSFER AGREEMENT

This Transfer Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Whittier, a municipal corporation ("City"), and the County of Los Angeles ("County") a body politic and corporate (collectively "Parties"), pursuant to Government Code Section 25550.5, regarding the conveyance of real property. This Agreement is made with reference to the following facts:

- A. County is the owner of the park property known as McNees Park (the "Park Property"), as described in Exhibit A (the "Quitclaim Deed").
- B. City agrees to accept the Park Property for the purpose of incorporating them into the City's park system.

NOW, THEREFORE, in consideration of the promises, conditions, and mutual covenants set forth herein, the parties hereto do agree as follows:

1. **Transfer of Park Property.** County agrees to effectuate the transfer of the Park Property by executing the Quitclaim Deed. City hereby warrants to County that said Quitclaim Deed are sufficient to release County's interest in the Park Property.

2. **Use.** The City agrees at its cost to develop, operate and maintain the Park Property solely for public park and recreational purposes.

3. **Consideration.** Both City and County mutually agree that the consideration provided for the conveyance of the Park Property shall be the City's agreement to operate, and maintain the Park Property for public park and recreational purposes for the benefit of the residents of incorporated and unincorporated Los Angeles County and the City.

4. **Condition of Title to Park Property.** Except as otherwise expressly provided in this Agreement, the City is acquiring the Park Property "AS IS" and "WITH ALL FAULTS" in their present state and conditions as of the Closing. Except for the express representations and warranties set forth herein, each party agrees that the other has not made, does not make, and specifically negates and disclaims any representations or warranties of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the property being conveyed by it hereunder (including, without limitation, any warranty of merchantability, habitability, or fitness for a particular purpose).

5. **Warranties of County.** County warrants that:

- A. County has no actual present knowledge of any pending litigation involving the Park Property.

- B. County has no actual present knowledge of any violation of, or notices concerning defects or noncompliance with, any applicable building code or other code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Park Property.

6. **Closing Date and Recordation.** The closing date ("Closing Date") shall occur in conjunction with the City completing its official annexation of the Park Property into the City's borders.

The parties agree that the County will arrange for recording of the documents necessary to complete the conveyance contemplated hereby. The City agrees to timely provide the County its certificate(s) or resolution(s) of acceptance, pursuant to Government Code Section 27281, prior to the recording of the documents in a form substantially similar to that shown in Exhibit B, attached hereto and incorporated herein by this reference.

7. **Coordination.**

- a. The City of Whittier will publicly advertise and promote all programming, special events and hours of operations on the website and social media platforms. Hours of Operations must not be less than current park operating hours and be posted for high visibility by the public.
- b. DPR and the City of Whittier shall coordinate on the transfer to provide DPR reasonable time to reallocate positions and funding associated with the operations and maintenance of McNees Park to address gaps in services rendered by DPR in the South County Agency.

8. **Indemnification.** The City waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "County Indemnified Parties"), from and against any and all liability, expense (including without limitation defense costs and legal fees), and claims for damages of any nature whatsoever, related to site conditions of the Park Property that accrue, or incidents that occur, after the Closing Date.

9. **Default Regarding Use of County Lobbyists.** City and each County Lobbyist or County Lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by City shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of State or any County Lobbyist or County Lobbying firm retained by State to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

10. **Notices.** Any written notices required by this Agreement shall be made by personal delivery, registered or certified mail, postage prepaid, to the address indicated below:

City: City Manager  
City of Whittier  
13230 Penn  
Street  
Whittier, CA 90602

County: Chief Executive Office  
Real Estate Division  
320 West Temple Street, 7th Floor Hall of Records  
Los Angeles, CA 90012

with a copy to: County Department of Parks and Recreation  
1000 S. Fremont Ave, A-9 West Bldg., 3<sup>rd</sup>  
Floor, Unit # 40  
Alhambra, CA 91803  
Attn: Sean Woods, Chief of Planning

11. **Counterpart.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but of which, together, shall constitute one and the same instrument.

12. **Authorization, Approvals, Binding Nature.** This Agreement has no force and effect and is not binding on the City until and unless it is authorized by the City Council, and is not binding on the County until and unless authorized by the Board of Supervisors at a duly noticed public meeting.

13. **Time is of the Essence.** Time is of the essence for each and every term, condition, covenant, obligation, and provision of this Agreement.

14. **Severability.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never

been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

15. **Binding on Successors.** Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

16. **California Law.** This Agreement shall be construed in accordance with the internal laws of the State of California.

17. **Waivers.** No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

18. **Captions.** The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

19. **No Presumption Re: Drafter.** The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.

20. **Assistance of Counsel.** Each party hereto either had the assistance of counselor had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

21. **Required Actions of the Parties.** County and City agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

22. **Survival of Covenants.** The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the transfer of the Park Property and recordation of the Quitclaim Deed.

23. **Interpretation.** Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. **Final Agreement.** This Agreement and the exhibits attached hereto, contains the entire agreement of the parties with respect to the transaction contemplated hereby

and supersedes any prior agreement, oral or written, between City and County, about the subject matter hereof. No contemporaneous or subsequent agreement, amendment, representation or promise made by either party hereto, or by or to any employee, officer, agent, or representative of either party, shall be of any effect unless it is in writing and executed by the parties hereto.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials, as of the day and year first above written.

County of Los Angeles,  
a body corporate and politic

City of Whittier

By: \_\_\_\_\_  
Supervisor Lindsey P. Horvath  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Title: City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DAWYN R. HARRISON  
COUNTY COUNSEL

CITY ATTORNEY

By: \_\_\_\_\_  
Rory LoAllen, Senior Deputy

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
DEAN C. LOGAN  
Registrar-Recorder/County Clerk

By: \_\_\_\_\_  
Deputy



**QUITCLAIM DEED**

**COUNTY TO CITY OF WHITTIER**

**RECORDING REQUESTED BY  
COUNTY OF LOS ANGELES**

**WHEN RECORDED MAIL TO:**

County of Los Angeles Department  
of Parks and Recreation

Planning and Development Agency  
1000 S. Fremont Avenue, A-9 West  
Bldg., Unit # 40

Alhambra, CA 91803  
Attention: Alina Bokde,  
Chief Deputy Director

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**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX.  
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO  
SECTION 27383 OF THE GOVERNMENT CODE

**APN: 8171-028-900**

**QUITCLAIM DEED**

The **COUNTY OF LOS ANGELES, a body corporate and politic** ("County" or Grantor") on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section a, b, c does hereby acknowledge, surrenders, quitclaims and releases to:

City of Whittier, a California a municipal corporation ("City")

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in 11590 Hadley Boulevard Whittier, CA 90606 and is more particularly described in the attached Exhibit B-1 (part 1 and 2) and depicted in Exhibit B-2 (part 1 and 2). Exhibits B-1 and B-2 are both attached hereto and incorporated herein by reference as though set forth in full.

**SUBJECT TO AND GRANTEE TO ASSUME:**

- a. All taxes, interest, penalties and assessments of record, if any;
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any
- c. The condition that the Property is to be used for public recreation and park purposes only, equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory.

COUNTY OF LOS ANGELES  
A body corporate and politic

By \_\_\_\_\_  
Norma E. García- González, Director  
Parks and Recreation

**APPROVED AS TO FORM:**

DAWYN R. HARRISON  
County Counsel

By:  \_\_\_\_\_

Rory LoAllen, Deputy

**EXHIBITS:**

Exhibit B-1 (part 1 and 2): Legal Description of County Parcel  
Exhibit B-2 (part 1 and 2): Map of County Parcel

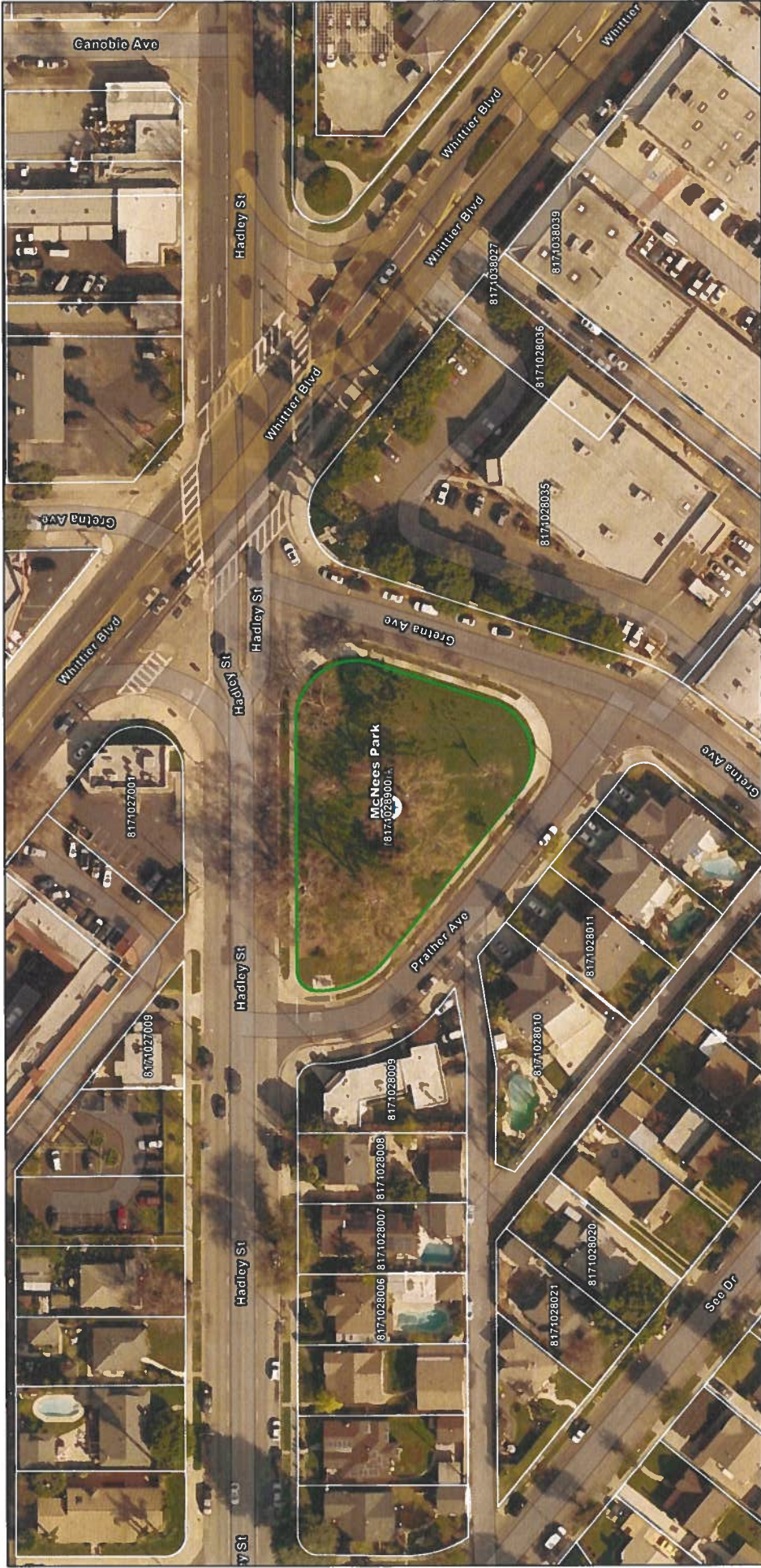
**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Los Angeles, State of California, described as follows:

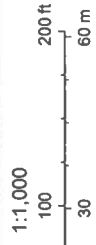
LOT 2 OF TRACT NO. 10411, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 154 PAGES 1 AND 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8171-028-900

# McNees Park - (11590 HADLEY ST WHITTIER CA 90606) APN-8171-028-900



9/5/2024, 10:38:46 AM



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L.A. County Dept. of Parks and Recreation  
County of Los Angeles, Department of Parks and Recreation (Planning and Development Agency), 2020