



County of Los Angeles  
Chief Executive Office

## COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

**DATE:** Wednesday, April 6, 2022  
**TIME:** 3:30 p.m.

FESIA A. DAVENPORT

**THIS MEETING WILL BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE  
PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.**

**TO PARTICIPATE IN THE THE MEETING,  
CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 994 112 379#**

[Click here to join the meeting](#)

### AGENDA

Members of the Public may address the Community Services Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

**1. CALL TO ORDER**

**2. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

- A. Board Letter (Public Works) for April 19, 2022 Board agenda:  
DEVELOPMENT SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT NO. 61105-23  
AND ACCEPTANCE OF GRANTS AND DEDICATIONS  
IN CONNECTION THEREWITH IN UNINCORPORATED  
COMMUNITY OF STEVENSON RANCH
- B. Board Letter (Public Works) for April 19, 2022 Board agenda:  
DEVELOPMENT SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT NO. 73156  
AND ACCEPTANCE OF GRANTS AND DEDICATIONS  
IN CONNECTION THEREWITH IN UNINCORPORATED  
COMMUNITY OF WEST RANCHO DOMINGUEZ
- C. Board Letter (Public Works) for April 19, 2022 Board agenda:  
DEVELOPMENT SERVICES CORE SERVICE AREA  
AUTHORIZE PUBLIC WORKS TO EMPLOY A RETIRED  
COUNTY EMPLOYEE ON A TEMPORARY BASIS
- D. Board Letter (Public Works) for April 19, 2022 Board agenda:  
WATER RESOURCES CORE SERVICE AREA  
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40,  
ANTELOPE VALLEY WATER BANKING AGREEMENT WITH WAGAS LAND  
COMPANY LLC FOR THE DELIVERY OF RECYCLED WATER AND THE  
LEASE OF GROUNDWATER PRODUCTION RIGHTS

Wednesday, April 6, 2022

- E. Board Letter (Public Works – Capital Projects) for April 19, 2022 Board agenda (also on March 30, 2022 Health and Mental Health Services Cluster Meeting):  
CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
OLIVE VIEW-UCLA MEDICAL CENTER  
FIRE ALARM/NURSE CALL SYSTEMS REPLACEMENT PROJECT APPROVE  
CONSTRUCTION CHANGE ORDERS  
CAPITAL PROJECT NOS. 87382, 87394, AND 89117

**3. PRESENTATION/DISCUSSION ITEM(S):**

- A. Board Briefing (Beaches and Harbors):  
CLIMATE RESILIENCE STUDIES  
Speaker: Gary Jones
- B. Board Briefing (Parks and Recreation):  
PARK NEEDS ASSESSMENT 2.0  
Speaker: Norma Edith García-González

**4. PUBLIC COMMENTS (2 minutes each speaker)**

**CLOSED SESSION**

**CS-1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – 2 CLAIMS**

(Paragraph (2) of Subdivision (d) of Government Code section 54956.9)

The non-litigated claim of Chris and Barbara Miloe, Department of Public Works

**CS-2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – 1 CLAIM**  
(Paragraph (2) of Subdivision (d) of Government Code section 54956.9)

The non-litigated claims of J & B Sharma, et al., Department of Public Works

**CS-3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – 1 CASE**  
(Paragraph (1) of Subdivision (d) of Government Code section 54956.9)

W.A. Rasic Construction Company, Inc. v. Los Angeles County Flood Control District; Los Angeles Superior Court Case No. 20STCV28404, Department of Public Works

**5. ADJOURNMENT**

# BOARD LETTER/MEMO CLUSTER FACT SHEET

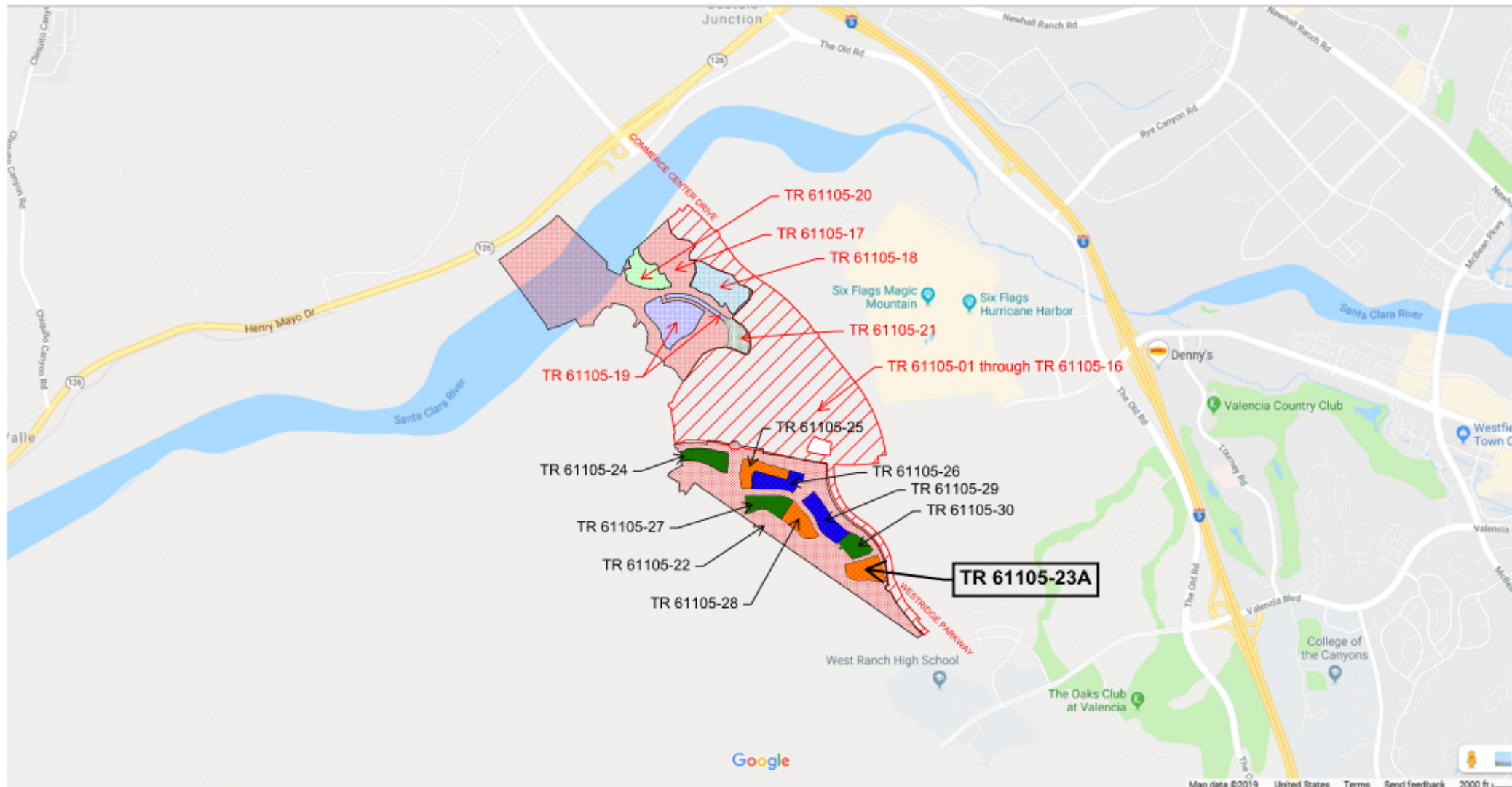
☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/6/2022		
<b>BOARD MEETING DATE</b>	4/19/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Approval of the final map for Tract No. 61105-23A in unincorporated Stevenson Ranch.		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	None		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$0	N/A	
	TERMS (if applicable): N/A		
	Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval of the final map for Tract No. 61105-23A in unincorporated Stevenson Ranch and acceptance of grants and dedications as indicated on the final map.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Planning Director approved a substantial conformance review to Tract No. 61105 on March 28, 2019. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map.</p> <p>Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local laws and the legislative body finds that the final map is in substantial conformance with the approved tentative map.</p> <p>The grants and dedications, as indicated on the final map, are necessary for construction and maintenance of public infrastructure required by the County for this development.</p>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This Board agenda items supports the Board priority of Sustainability/Homelessness by creating needed housing in the Stevenson Ranch area and generates future property tax revenue.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Rossana D'Antonio, Deputy Director, (626) 458-4004, cell phone (626) 476-4234, <a href="mailto:rdanton@pw.lacounty.gov">rdanton@pw.lacounty.gov</a> .		

# LOS ANGELES COUNTY PUBLIC WORKS VICINITY MAP



**MISSION VILLAGE (TR 61105-23A),  
PART OF NEWHALL RANCH**



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 19, 2022

IN REPLY PLEASE  
REFER TO FILE:

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

DRAFT

Dear Supervisors:

**DEVELOPMENT SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT 61105-23A  
AND ACCEPTANCE OF GRANTS AND DEDICATIONS  
IN CONNECTION THEREWITH IN  
UNINCORPORATED COMMUNITY OF STEVENSON RANCH  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the final map for Tract 61105-23A in unincorporated Stevenson Ranch and acceptance of grants and dedications as indicated on the final map. Approval of the final map for Tract 61105-23A amends the previous approved final map for Tract 61105-23 for Mission Village, part of Newhall Ranch, in unincorporated Stevenson Ranch.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the approval of the final map for Tract 61105-23A is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Make findings as follows:
  - a. That the proposed subdivision complies with the applicable requirements and conditions imposed pursuant to the State Subdivision Map Act (Government Code Section 66410, et seq.) and the County of Los Angeles Subdivision Ordinance (Title 21) and is in substantial compliance with the Vesting Tentative Tract Map 61105 approved by the Regional Planning Director on March 28, 2019.

- b. That division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not unreasonably interfere with the free and complete exercise of any rights of way or easements owned by any public entity and/or public utility in accordance with Government Code Section 66436(a)(3)(a)(i) of the State Subdivision Map Act.
3. Approve the final map for Tract 61105-23A.
4. Accept grants and dedications as indicated on the final map for Tract 61105-23A.

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

The purpose of the recommended action is to approve the final map for Tract 61105-23A in unincorporated Stevenson Ranch (enclosed). Tract 61105-23A consists of 6.81 acres and creates a lot, 58 condominium units, and adjusts internal streets and sewer infrastructure within the tract located in the vicinity of Westridge Parkway and the southerly tract boundary.

The Planning Director approved a substantial conformance review to Tract No. 61105 on March 28, 2019. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map.

Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local laws and the legislative body finds that the final map is in substantial conformance with the approved tentative map.

The grants and dedications, as indicated on the final map, are necessary for construction and maintenance of public infrastructure required by the County for this development.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action allows the County to record the final map, which will maximize property tax revenue.

### **FISCAL IMPACT/FINANCING**

There will be no adverse impact to the County General Fund. The 58 condominium units created by the recordation of this final map will generate additional property tax revenue that is shared by all taxing entities.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The approval of the final map is subject to provisions of the State Subdivision Map Act [Government Code Sections 66410, et seq.; 66458(a); 66473; 66474.1; 66436(a)(3)(A)(i); and 66427.1(A)], which states that a legislative body shall not deny approval of a final map if it has previously approved a tentative map for the proposed subdivision and finds that the final map is in substantial conformance with the previously approved tentative map.

The final map has been reviewed by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with local ordinances and the State Subdivision Map Act. Public Works' review indicates that the subdivision is substantially the same as it appears on the approved tentative map, that all State and local provisions and legal requirements have been met on this final map, and that the final map is technically correct.

All agreements and improvement securities, which were required as a condition of the approval of the final map, have been accepted on behalf of the County by the appropriate official.

### **ENVIRONMENTAL DOCUMENTATION**

On July 18, 2017, the County of Los Angeles certified the Environmental Impact Report (SCH No. 2005051143) for the Mission Village project in compliance with the California Environmental Quality Act (CEQA) and approved Vesting Tentative Tract Map No. 61105. The approval of the final subdivision map for Tract 61105-23A is an exempt ministerial action pursuant to Public Resources Code Section 21080(b)(1) (exempting ministerial actions from CEQA) and CEQA Guidelines Section 15268(b)(3) (approval of final subdivision maps shall be presumed to be ministerial). The subdivider has complied with all applicable requirements and the amended final map is in substantial conformance with the approved tentative map.

The proposed actions to approve a final subdivision map are ministerial actions and thereby exempt from CEQA by Section 15268(b)(3) of the CEQA Guidelines and 21080(b)(1) of the Public Resources Code.

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

There will be no negative impact on current County services or projects as a result of approving the final map for Tract No. 61105-23A.

The Honorable Board of Supervisors  
April 19, 2022  
Page 4

DRAFT

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Land Development Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:AVV:tb

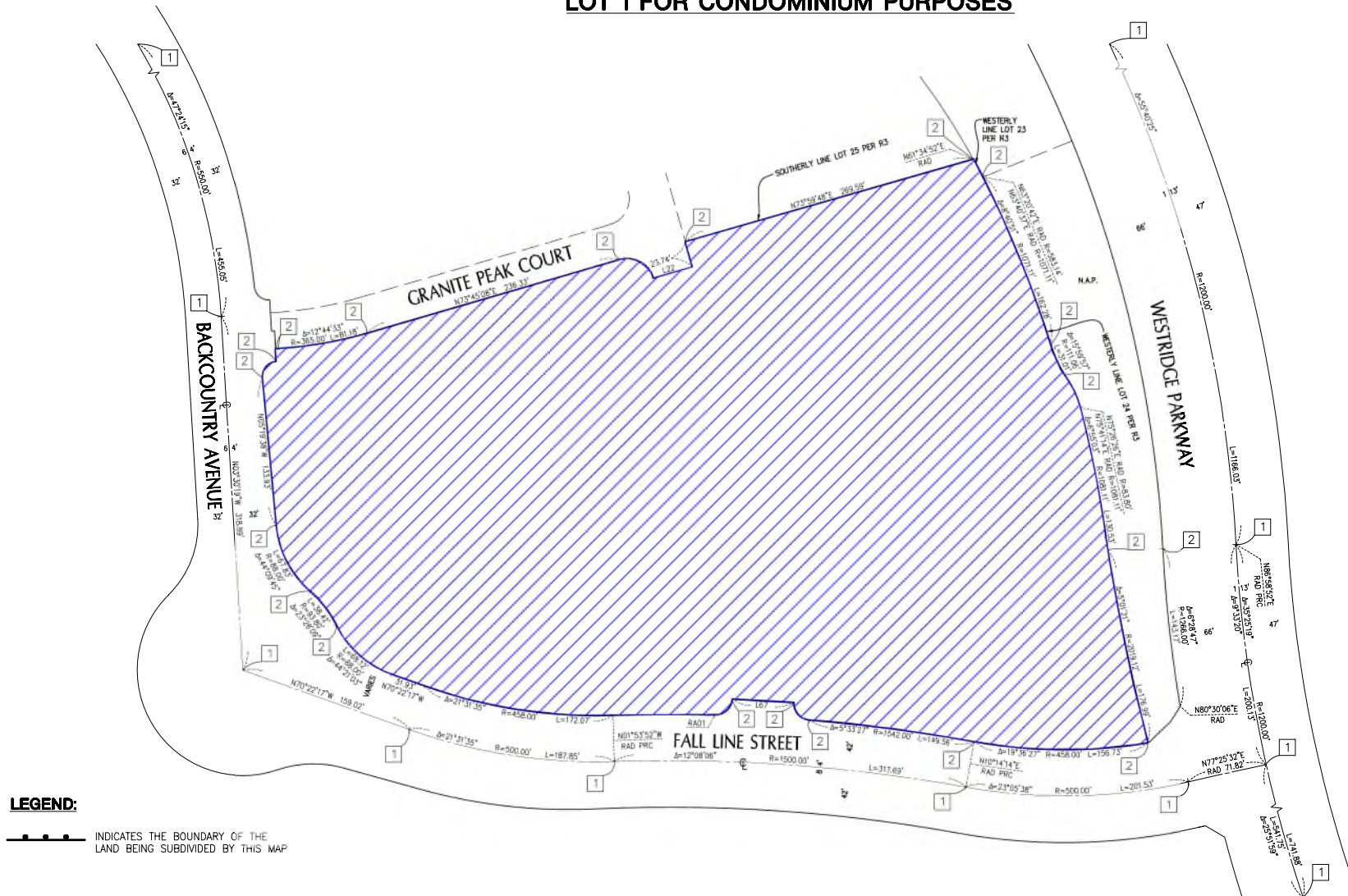
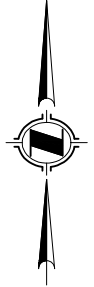
Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Department of Regional Planning



SCALE: 1" = 60'

AMENDING MAP OF VESTING  
**TRACT NO. 61105-23A**  
IN THE UNINCORPORATED TERRITORY OF COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA  
**LOT 1 FOR CONDOMINIUM PURPOSES**



**LEGEND:**

— — — — — INDICATES THE BOUNDARY OF THE  
LAND BEING SUBDIVIDED BY THIS MAP

# BOARD LETTER/MEMO CLUSTER FACT SHEET

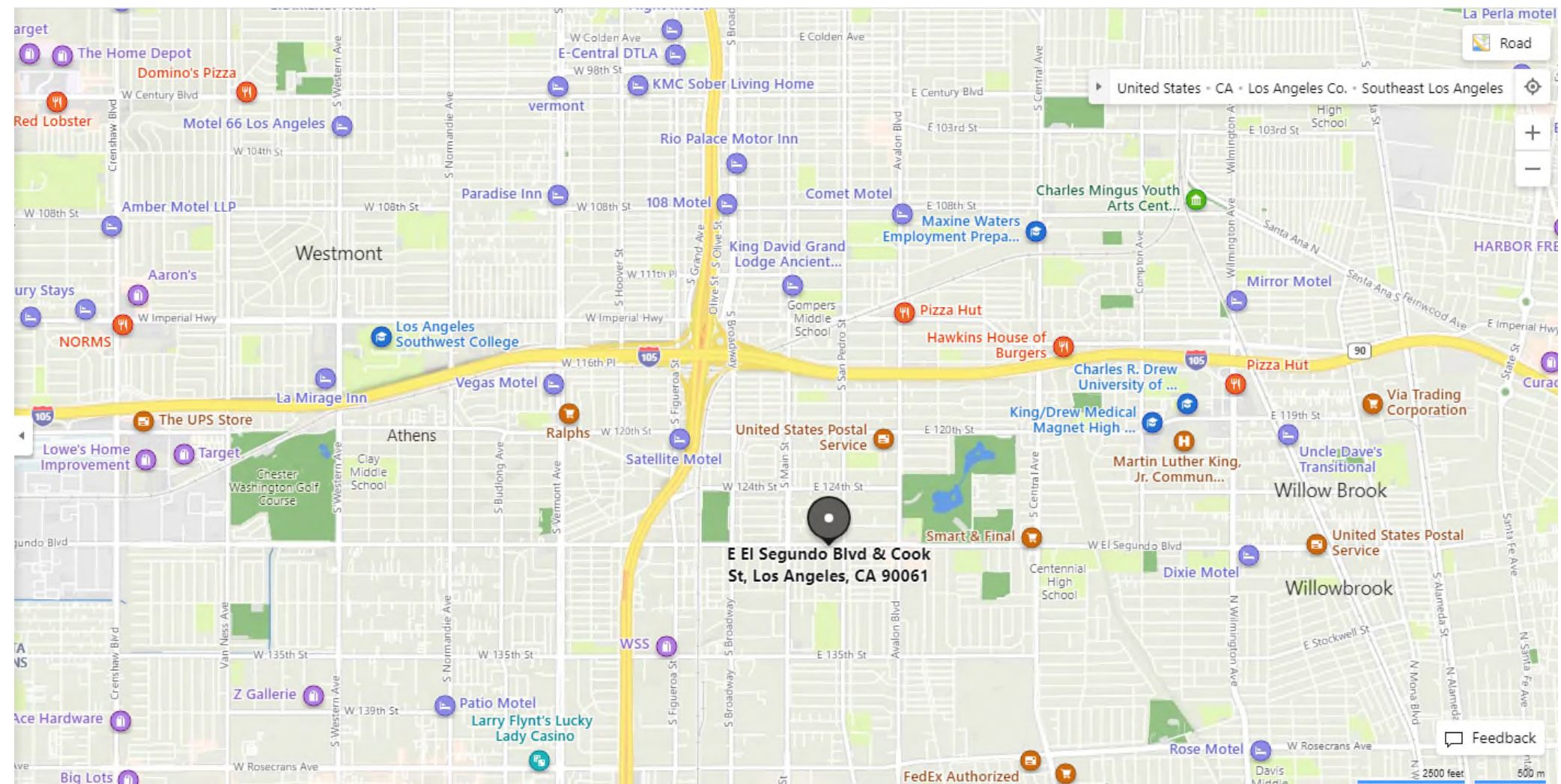
☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/6/2022	
<b>BOARD MEETING DATE</b>	4/19/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Approval of the final map for Tract No. 73156 in unincorporated community of West Rancho Dominguez.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval of the final map for Tract No. 73156 in the unincorporated community of West Rancho Dominguez and acceptance of grants and dedications as indicated on the final map.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Regional Planning Commission approved a tentative tract map for this subdivision on September 16, 2020. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final maps are in substantial conformance with the approved tentative map.</p> <p>Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local laws and the legislative body finds that the final map is in substantial conformance with the approved tentative map.</p> <p>The grants and dedications, as indicated on the final map, are necessary for construction and maintenance of public infrastructure required by the County for this development.</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This Board agenda items supports the Board Priority of Sustainability/Homelessness by creating needed housing in the West Rancho Dominguez area and generates future property tax revenue.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Rossana D'Antonio, Deputy Director, (626) 458-4004, cell phone (626) 476-4234, <a href="mailto:rdanton@pw.lacounty.gov">rdanton@pw.lacounty.gov</a> .	

# TR# 73156 – VICINITY MAP







MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 19, 2022

IN REPLY PLEASE  
REFER TO FILE:

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

DRAFT

Dear Supervisors:

**DEVELOPMENT SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT 73156  
AND ACCEPTANCE OF GRANTS AND DEDICATIONS  
IN CONNECTION THEREWITH IN  
UNINCORPORATED COMMUNITY OF WEST RANCHO DOMINGUEZ  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the final map for Tract 73156 in the unincorporated community of West Rancho Dominguez and acceptance of grants and dedications as indicated on the final map.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the approval of the final map for Tract 73156 is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Make findings as follows:
  - a. That the proposed subdivision complies with the applicable requirements and conditions imposed pursuant to the State Subdivision Map Act (Government Code Section 66410, et seq.) and the County of Los Angeles Subdivision Ordinance (Title 21) and is in substantial compliance with the Second Amendment to Tentative Tract Map previously approved by the Regional Planning Commission on September 16, 2020.

- b. That division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not unreasonably interfere with the free and complete exercise of any rights of way or easements owned by any public entity and/or public utility in accordance with Government Code Section 66436(a)(3)(a)(i) of the State Subdivision Map Act.
3. Approve the final map for Tract 73156.
4. Accept grants and dedications as indicated on the final map for Tract 73156.

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

The purpose of the recommended action is to approve the final map for Tract 73156. Tract 73156 consists of 0.79 acre and creates eight single-family residential units, near the intersection of East El Segundo Boulevard and Cook Street, in the unincorporated community of West Rancho Dominguez (enclosed).

The Regional Planning Commission approved a tentative tract map for this subdivision on September 16, 2020. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.

Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local laws and the legislative body finds that the final map is in substantial conformance with the approved tentative map.

The grants and dedications, as indicated on the final map, are necessary for construction and maintenance of public infrastructure required by the County for this development.

#### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action allows the County to record the final map, which will maximize property tax revenue.

### **FISCAL IMPACT/FINANCING**

There will be no adverse impact to the County General Fund. The eight single-family residential units created by the recordation of this final map will generate additional property tax revenue that is shared by all taxing entities.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The approval of the final map is subject to provisions of the State Subdivision Map Act [Government Code Sections 66410, et seq.; 66458(a); 66473; 66474.1; 66436(a)(3)(A)(i); and 66427.1(A)], which states that a legislative body shall not deny approval of a final map if it has previously approved a tentative map for the proposed subdivision and finds that the final map is in substantial conformance with the previously approved tentative map.

The final map has been reviewed by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with local ordinances and the State Subdivision Map Act. Public Works' review indicates that the subdivision is substantially the same as it appears on the approved tentative map, that all State and local provisions and legal requirements have been met on this final map, and that the final map is technically correct.

All agreements and improvement securities, which were required as a condition of the approval of the final map, have been accepted on behalf of the County by the appropriate official.

### **ENVIRONMENTAL DOCUMENTATION**

On September 16, 2020, the Regional Planning Commission made a finding that this project is exempt from the California Environmental Quality Act pursuant to California Code of Regulations Section 15194.

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

There will be no negative impact on current County services or projects as a result of approving the final map for Tract 73156.

The Honorable Board of Supervisors  
April 19, 2022  
Page 4

DRAFT

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Land Development Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:AVV:la

Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Department of Regional Planning





# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/6/2022		
<b>BOARD MEETING DATE</b>	4/19/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Appoint a Recent Public Works Retiree as a 120-Day Temporary Employee and Waive the 180-Day Waiting Period		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	None		
<b>COST &amp; FUNDING</b>	Total cost: \$82,099.20	Funding source: Paid for by Developer Fees in the General Fund (A01)	
	TERMS (if applicable): 120-Day Temporary Employee (up to 960 Hours of Work)		
	Explanation: Fabrizio Pachano is to be employed as a Senior Civil Engineer at a rate of \$85.52 per hour for up to 960 hours of work in a fiscal year.		
<b>PURPOSE OF REQUEST</b>	Public Works requests that the Board appoint recent Public Works retiree Fabrizio Pachano as a 120-day temporary employee without reinstatement from retirement and waive the 180-day waiting period under the California Public Employee's Pension Reform Act of 2013 (PEPRA).		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>Mr. Pachano has served as a manager responsible for the review and the approval of high-profile subdivision projects Countywide, including, but not limited to, Newhall Ranch Specific Plan, Deerlake Ranch, Tesoro Highlands, and Spring Canyon developments. He also processes subdivision maps for the contract cities in the County. Mr. Pachano has 16 years of experience in land development and is key to processing these major developments in a timely manner.</p> <p>Mr. Pachano's knowledge and experience in the areas of land development are critical to ensuring continuous progress and timely completion of various high-profile development projects in the County. He is uniquely qualified to provide this continuity on a temporary basis.</p>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This Board items support the Board Priority of Sustainability by ensuring the processing of tract and parcel maps and ensuring a successor is in place to maintain the continuity of work.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Rossana D'Antonio, Deputy Director, (626) 458-4004, cell phone (626) 476-4234, <a href="mailto:rdanton@pw.lacounty.gov">rdanton@pw.lacounty.gov</a> .		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 19, 2022

IN REPLY PLEASE  
REFER TO FILE:

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

DRAFT

Dear Supervisors:

**DEVELOPMENT SERVICES CORE SERVICE AREA  
APPOINT A RECENT PUBLIC WORKS RETIREE AS A 120-DAY TEMPORARY  
EMPLOYEE AND WAIVE THE 180-DAY WAITING PERIOD  
(ALL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works requests that the Board appoint recent Public Works retiree Fabrizio Pachano as a 120-day temporary employee without reinstatement from retirement and waive the 180-day waiting period under the California Public Employee's Pension Reform Act of 2013 (PEPRA).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Certify that it is necessary for recently retired Public Works employee, Fabrizio Pachano, who possesses extensive and unique expertise, to immediately return as a 120-day temporary employee to provide critically needed land surveyor and map approval services on various high-profile development projects in the County.
2. Appoint Mr. Pachano to serve as a 120-day temporary employee at Public Works without reinstatement from retirement; waive the 180-day waiting period under California Public Employee's Pension Reform Act of 2013 (PEPRA); and approve the Director's request that Mr. Pachano be employed as a Senior Civil Engineer at a rate of \$85.52 per hour for up to 960 hours of work in each fiscal year.

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

The purpose of the recommended action is to immediately appoint Mr. Pachano as a 120-day temporary employee without reinstatement from retirement, and to waive the 180-day waiting period. Mr. Pachano will assist the County to train successor staff and ensure the continuity of processing tract and parcel maps, Certificate of Corrections, and legal survey descriptions and plat maps. He is a registered Land Surveyor with the State of California, and these documents require the approval of a registered Land Surveyor. Public Works has several employees who are registered as Land Surveyors; however, there is no employee who currently has the qualifying work experience to perform the task without additional training. Mr. Pachano will work with one or more of these employees to ensure a successor is in place to maintain the continuity of work.

Mr. Pachano has served as a manager responsible for the review and the approval of high-profile subdivision projects Countywide, including, but not limited to, Newhall Ranch Specific Plan, Deerlake Ranch, Tesoro Highlands, and Spring Canyon developments. He also processes subdivision maps for the contract cities in the County. Mr. Pachano has 16 years of experience in land development and is key to processing these major developments in a timely manner.

Mr. Pachano's knowledge and experience in the areas of land development are critical to ensuring continuous progress and timely completion of various high-profile development projects in the County. He is uniquely qualified to provide this continuity on a temporary basis.

### **Implementation of Strategic Plan Goals**

The recommendation supports the County Strategic Plan: Strategy III.1, Continually Pursue Development of our Workforce; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Sustainability, and Accountability; by maximizing public services through the appointment of a critically needed retiree as a temporary employee without reinstatement from retirement, and the promotion of operational effectiveness, fiscal responsibility, and accountability.

### **FISCAL IMPACT/FINANCING**

Mr. Pachano will be employed at a rate of \$85.52 per hour for up to 960 hours in Fiscal Year 2021-22 and 2022-23. The cost of the recommended action will be absorbed within Public Works' existing budget through the Internal Service Fund (B04).

DRAFT

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Under PEPR, a County retiree must ordinarily wait 180 days from the date of retirement before returning to work as a temporary employee without reinstatement from retirement. (Government Code section 7522.56). The recommended action is consistent with PEPR, which allows a person who retires from the County to serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system, before a period of 180 days following the date of retirement as long as the Board certifies the position is critically needed and the retired person has the skills needed to perform work of limited duration. The request for such an appointment may not be placed on a consent calendar.

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

None.

### **CONCLUSION**

Please return one adopted copy of this letter to Public Works, Land Development Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:AVV:la

c: Auditor Controller  
Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Department of Human Resources  
Los Angeles County Employees Retirement Association

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/6/2022							
<b>BOARD MEETING DATE</b>	4/19/2022							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>							
<b>DEPARTMENT(S)</b>	Public Works							
<b>SUBJECT</b>	Los Angeles County Waterworks District No. 40, Antelope Valley, Water Banking Agreement with Wagas Land Company LLC for the Delivery of Recycled Water and the Lease of Groundwater Production Rights							
<b>PROGRAM</b>								
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A							
<b>DEADLINES/ TIME CONSTRAINTS</b>	None							
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$675,000</td><td style="width: 50%;">Funding source: Los Angeles County Waterworks District No. 40's General Fund (N63)</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation: Cost of purchasing the recycled water from the Los Angeles County Sanitation Districts and the cost of leasing Wagas' groundwater rights.</td></tr> </table>		Total cost: \$675,000	Funding source: Los Angeles County Waterworks District No. 40's General Fund (N63)	TERMS (if applicable):		Explanation: Cost of purchasing the recycled water from the Los Angeles County Sanitation Districts and the cost of leasing Wagas' groundwater rights.	
Total cost: \$675,000	Funding source: Los Angeles County Waterworks District No. 40's General Fund (N63)							
TERMS (if applicable):								
Explanation: Cost of purchasing the recycled water from the Los Angeles County Sanitation Districts and the cost of leasing Wagas' groundwater rights.								
<b>PURPOSE OF REQUEST</b>	To approve the enclosed Water Banking Agreement between Los Angeles County Waterworks District No. 40, Antelope Valley (District), and Wagas Land Company LLC, which will allow the District to deliver recycled water to Wagas in exchange for the lease and extraction of Wagas' groundwater production rights in the Antelope Valley Groundwater Basin.							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	In 2004, the District commenced groundwater adjudication actions against Wagas and other parties claiming rights to groundwater in the Antelope Valley Groundwater Basin, seeking a judgment to manage the Basin and determine the relative groundwater pumping rights of the parties. On December 23, 2015, following multiple trial phases, a prove-up hearing, and a settlement reached by the majority of parties (including the District and Wagas), the Court entered Judgment. The Judgment provides, <i>inter alia</i> , for a physical solution, which includes the formation of a Watermaster to implement and enforce the stipulated Judgment. The Judgment also awarded groundwater production rights to various parties including the District and Wagas. The proposed Water Banking Agreement was negotiated in the context of, and is consistent with, the Judgment. It will require approval of the Watermaster.							
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability. The execution of this Water Banking Agreement will allow the District to deliver at least 2,000 acre-feet annually of recycled water to Wagas for the maintenance of habitat for migratory birds and will allow the District to use Wagas property for groundwater banking.							
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841, <a href="mailto:klilley@pw.lacounty.gov">klilley@pw.lacounty.gov</a> .							



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 19, 2022

IN REPLY PLEASE

REFER TO FILE: WW-0

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA  
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY  
WATER BANKING AGREEMENT WITH WAGAS LAND COMPANY LLC FOR THE  
DELIVERY OF RECYCLED WATER AND THE LEASE OF GROUNDWATER  
PRODUCTION RIGHTS  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to execute a Water Banking Agreement between the Los Angeles County Waterworks District No. 40, Antelope Valley, and Wagas Land Company LLC for the delivery of recycled water to Wagas Land Company LLC in exchange for the lease and extraction of their groundwater production rights in the Antelope Valley Groundwater Basin.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY:**

1. Find that the proposed action is not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve the Water Banking Agreement between the Los Angeles County Waterworks District No. 40, Antelope Valley, and Wagas Land Company LLC for the delivery of recycled water to Wagas Land Company LLC in exchange for the lease and extraction of their groundwater production rights in the Antelope Valley Groundwater Basin.

3. Delegate authority to the Director of Public Works or his designee on behalf of the Los Angeles County District No. 40, Antelope Valley, to execute the Water Banking Agreement with Wagas Land Company LLC for the delivery of recycled water to Wagas Land Company LLC in exchange for the lease and extraction of their groundwater production rights in the Antelope Valley Groundwater Basin.

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

The purpose of the recommended actions is to approve the enclosed Water Banking Agreement (Agreement) between Los Angeles County Waterworks District No. 40, Antelope Valley (District), and Wagas Land Company LLC (Wagas). The execution of this Agreement will allow the District to deliver at least 2,000 acre-feet annually of recycled water to Wagas for the maintenance of habitat for migratory birds. If more than 2,000 acre-feet annually of recycled water is available for the District to deliver to Wagas after meeting all other delivery commitments, the District will deliver additional recycled water to Wagas. The majority of recycled water delivered to Wagas will percolate into the ground and recharge the groundwater aquifer. This Agreement will provide the District with an option to pump this recharged groundwater, or bank it for future pumping. The Agreement will also provide the District an option to lease 577 acre-feet of Wagas' existing 580 acre-feet annual overlying groundwater pumping rights in the Antelope Valley Groundwater Basin (Basin). Wagas shall pay the District for any direct costs associated with delivering recycled water to the Wagas property. Direct costs include, but are not limited to, any and all expenses associated with administrative activities, work by consultants and contractors, in-house labor, power costs, and use and procurement of equipment and materials by the District for the delivery of recycled water to Wagas.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Objective III.3.2, Manage and Maximize County Assets by supporting ongoing efforts to manage and improve public infrastructure assets.

### **FISCAL IMPACT/FINANCING**

This action will have no impact to the County General Fund.

The District shall purchase and deliver to Wagas at least 2,000 acre-feet annually of recycled water at the recycled water rate provided by the Los Angeles County Sanitation Districts (LACSD), which is currently \$197.35 per acre-foot. Additionally, the District will lease 577 acre-feet annually of Wagas' groundwater pumping rights at rate equal to the Antelope Valley East-Kern Water Agency's (AVEK) untreated water rate, which is

currently \$481 an acre-foot. Financing for the costs associated with the Agreement will be made available in the District's General Fund (N63 – Services and Supplies Appropriations) Budget through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In 2004, the District commenced groundwater adjudication actions against Wagas and other parties claiming rights to groundwater in the Basin, seeking a judgment to manage the Basin and determine the relative groundwater pumping rights of the parties. The actions were consolidated with other proceedings and deemed a coordinated action venued in Los Angeles County Superior Court.

On December 23, 2015, following multiple trial phases, a prove-up hearing, and a settlement reached by the majority of parties (including the District and Wagas), the Court entered Judgment. The Judgment provides, *inter alia*, for a physical solution, which includes the formation of a Watermaster to implement and enforce the stipulated Judgment. The powers and duties of the Watermaster include oversight and approval over storage and banking in the Basin and transfers of overlying groundwater pumping rights. The Judgment also awarded groundwater production rights to various parties, including the District and Wagas. Wagas will obtain and maintain its agreement with the Watermaster to use recycled water in its property.

The proposed Agreement was negotiated in the context of, and is consistent with, the Judgment. This Agreement will require approval of the Watermaster.

Additionally, the Agreement must be approved by, and is conditioned on the approval of, the Regional Water Quality Control Board (RWQCB). The RWQCB requires that Wagas and the District have a Water Banking Agreement in place before it will consider Wagas' application for approval. Wagas will obtain and maintain all necessary permits with the RWQCB and the Division of Drinking Water.

The Agreement has been reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

Approval of the Agreement does not constitute a project under the California Environmental Quality Act (CEQA). This action is excluded from the definition of a project by Section 15378(b)(4) of the CEQA Guidelines because it involves the creation of a government funding mechanism or other government fiscal activity, which does not involve a commitment to any specific project that may result in a potentially significant impact on the environment. Additionally, the activity is an organizational or administrative activity of government, which will not result in direct or indirect physical changes to the environment. The activity represents no change from existing operations by the District.



The recommended Agreement allows the District to deliver recycled water currently purchased from LACSD.

The recommended Agreement also provides the District with the option to lease and pump groundwater. The District currently pumps groundwater for its operations in amounts significantly greater than the amount of production contemplated by the Agreement. Therefore, the recommended action will not result in any commitment to any specific project that may result in a potentially significant impact on the environment. In addition, there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the records of the proposed ongoing activities under the Agreement.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Los Angeles County Registrar-Recorder/County Clerk in accordance with Section No. 15062 of the State CEQA Guidelines.

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

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

**CONCLUSION**

Please return an adopted copy of this letter to Public Works, Waterworks Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:RB:cg

Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel (Warren Wellen)  
Executive Office

**WATER BANKING AGREEMENT**  
**BETWEEN WAGAS LAND COMPANY LLC AND LOS ANGELES COUNTY**  
**WATERWORKS DISTRICT NO. 40**

This Water Banking Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 2022, by and between the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40 ("District No. 40"), a special district formed under and pursuant to Section 55000, *et seq.* of the California Water Code, and WAGAS LAND COMPANY LLC ("Wagas"), a California limited liability company. District No. 40 and Wagas are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

A. District No. 40 supplies water to its customers within its service area in the Antelope Valley. District No. 40 holds a contract with the Antelope Valley East Kern Water Agency ("AVEK") to receive water from the State Water Project ("SWP"), and owns rights to return flows from the SWP water that it imports. District No. 40 also holds rights to pump groundwater from the Antelope Valley Groundwater Basin ("Basin"). Additionally, District No. 40 receives recycled water from Los Angeles County Sanitation Districts ("LACSD") and supplies such recycled water to its customers.

B. Wagas owns five parcels of contiguous land fronting on Avenue A near 30th Street West ("Wagas Property"), the parcel numbers of which are listed in the attached Exhibit "A". Wagas claimed overlying water rights based on its historic groundwater production from Wagas Property. Since 1925 Wagas has maintained and currently continues to maintain Wagas Property as a habitat for migratory birds and other wildlife and as a recreational area for its members and guests.

C. On November 29, 2004, District No. 40 commenced a civil action in the Los Angeles County Superior Court against Wagas and all other parties claiming rights to groundwater in the Basin (*Los Angeles County Waterworks District No. 40 v. Diamond Farming Co., et al.*, No. BC 325201); on December 1, 2004, District No. 40 also commenced a civil action in the Kern County Superior Court against Wagas and all other parties claiming rights to groundwater in the

Basin (*Los Angeles County Waterworks District No. 40 v. Diamond Farming Co., et al.*, No. S-1500-CV-254-348). These two actions were then consolidated with other proceedings before the Los Angeles Superior Court (Antelope Valley Groundwater Cases, Judicial Council Coordination Proceeding No. 4408; hereinafter "Litigation"). The Litigation sought, among other reliefs, declaratory and injunctive relief regarding the rights, if any, of District No. 40 and other parties to extract water from and store water in the Basin.

D. In order to achieve an equitable resolution of the Litigation, the Parties entered into a proposed stipulated judgment supported by District No. 40, Wagas, and certain other parties ("Stipulated Judgment") to resolve all claims asserted against each other in the Litigation. A copy of the Stipulated Judgment as eventually entered by the Court is attached hereto as Exhibit "B".

E. In the context of the Stipulated Judgment, the Parties have established an agreement with the following general elements, which agreement is conditioned upon various events described herein below:

- i. District No. 40 agrees to deliver at least 2000 AFA of recycled water to Wagas Property for the maintenance of habitat for migratory birds and other wildlife, and for groundwater banking; if more than 2000 AFA of recycled water is available for District 40 to deliver to Wagas Property, the Parties shall work cooperatively to effectuate delivery of recycled water above and beyond 2000 AFA to the extent feasible from operational and economic standpoints for both Parties; District 40 will retain all ownership rights in said recycled water including, without limitation, the right to store and produce the recycled water subject to any conditions that might be required by regulatory agencies with jurisdiction and the Watermaster;
- ii. Although District No. 40 has the option to pump as much of the recycled water it delivers to the Wagas Property as the Watermaster permits, it is contemplated that the water will not be pumped at the Wagas Property but will be produced through existing District No. 40 wells located elsewhere in the Antelope Valley at a distance of at least eight miles from the Wagas Property; and

- iii. District No. 40 has the obligation to lease from Wagas and Wagas has the obligation to lease to District No. 40 all but 3 acre-feet per year of Wagas' overlying groundwater pumping rights in the Basin at a cost equal to the AVEK untreated water rate as it exists from time to time. It is contemplated that this leased water will not be pumped at the Wagas Property but will be produced through existing District No. 40 wells located elsewhere in the Antelope Valley at a distance of at least eight miles, and
- jjj. It is anticipated that the heaviest usage of water by Wagas will be during the months of October, November, December, January and February.

F. During Phase III of the Pending Actions, the court decided that the Basin was in a state of overdraft based on the evidence presented to the court.

G. The Parties agreed that District No. 40 has a right to pump water from the Basin in an amount equal to a percentage of the adjusted native safe yield ("Adjusted NSY") calculated as 6,789.26 acre-feet divided by 70,686.6 acre-feet as set forth in the Stipulated Judgment. The Parties agreed that Wagas has a base overlying right in the native safe yield ("NSY") equal to a percentage of Adjusted NSY calculated as 580 acre-feet divided by 70,686.6 acre-feet as set forth in the Stipulated Judgment.

H. The Parties acknowledged and agreed that each of them had reviewed and understood the terms of the Stipulated Judgment, which is attached as Exhibit "B". The Parties agreed the Stipulated Judgment to be satisfactory and agreed to support its approval by the court in the Litigation. The Parties agreed to and did take all actions necessary to ensure that the Stipulated Judgment was confirmed and entered by the court in the Litigation including, but not limited to, signing the Stipulated Judgment. The Parties agreed that the Stipulated Judgment would provide for continuing jurisdiction by the court over District No. 40 and Wagas to the same extent the court determines to exercise continuing jurisdiction as to other parties to the Litigation.

I. On December 23, 2015, the Court entered the Stipulated Judgment. The Stipulated Judgment provides, *inter alia*, for the formation of a watermaster to implement and enforce the Stipulated Judgment ("Watermaster"). The powers and duties of the Watermaster include oversight and approval over storage and banking in the Antelope Valley Groundwater Basin and transfers of

overlying groundwater pumping rights. The Parties agree that if all or any portion of the Stipulated Judgment is overturned or modified in any way that has a material impact on this agreement, the Parties will make a good faith effort to amend this agreement to preserve its purpose and spirit.

NOW THEREFORE, in consideration of the foregoing recitals of fact and the promises and covenants contained herein, the Parties agree as follows:

## **AGREEMENT**

1.     **Effective Date.** The "Effective Date" shall mean the date after each of the following takes place: 1) the Parties fully execute this Agreement; 2) Wagas receives approval from the Lahontan Regional Water Quality Control Board ("Lahontan Regional Board") and the California Division of Drinking Water, to discharge at least 2000 AFA recycled water at Wagas Property;; and 3) the Watermaster approves the lease (i.e. transfer) of Wagas' overlying groundwater pumping rights to District No. 40.

2.     **Delivery Year.** Each "Delivery Year" shall commence on the Effective Date and any anniversary thereof and continue for a period of one (1) year.

3.     **Lease of Wagas' Overlying Rights; Costs of Leased Water.** Starting on the Effective Date and for each Delivery Year thereafter, District No. 40 shall lease from Wagas and Wagas shall lease to District No. 40, all but 3 acre-feet per year ("AFY") of Wagas' overlying rights in the Basin at an annual cost equal to the AVEK untreated water rate then in effect on the first day of each Delivery Year. Unless otherwise agreed in writing annual payments shall be made on the first day of each Delivery Year. The 3 AFY of water retained by Wagas shall only be used for domestic water usage on the Wagas Property.

4.     **District No. 40's Option to Pump on Wagas Property.** District No. 40 has the option to pump, at District No. 40's expense, the leased water as described in Section 3 and the banked water as described in Sections 13 and 14 from existing wells located on Wagas Property or from wells located elsewhere. If District No. 40 exercises its option to pump groundwater from the existing wells located on Wagas property, Wagas reserves the right to drill a new well, with which to produce its 3 AFY of retained overlying water. Subject to the provisions of Paragraph 15 hereafter, if District No. 40 pumps from the existing wells on Wagas Property, Wagas shall grant District No. 40 all necessary ingress and egress to transport the water from Wagas Property to District No. 40's facilities.

5.     **District No. 40's Right to Drill New Wells on Wagas Property.** District No. 40 has the right to drill new wells, at its own expense, on Wagas Property for the purpose of pumping the leased water as described in Section 6 and the banked water as described in Sections 13 and 14. Such right is subject to the provisions of paragraph 15 hereafter.

6. **Maintenance of Wagas' Wells.** So long as District No. 40 is pumping leased or banked water from wells owned by Wagas, District No. 40 shall be responsible for all costs of operating and maintaining such wells in the same condition. If District No. 40 exercises its option to pump water from the existing wells on Wagas Property and later elects to cease pumping from those wells, District No. 40 will ensure that those wells are in at least as good condition as they were when District No. 40 first exercised its option, minus normal wear and tear from reasonable operation.

7. **Supply and Use of Recycled Water.** After the Effective Date, for each Delivery Year, District No. 40 will deliver to Wagas and its successor in interest at least 2000 acre-feet of recycled water from LACSD, subject to other provisions of this Agreement. Wagas shall use the recycled water for the sole purposes of preserving and enhancing migratory bird habitat and nesting areas as well as other wildlife habitat on Wagas Property (including fish, amphibians and other creatures who inhabit ponds and marshes and lands adjacent to ponds and marshes). Any obligation of District No. 40 to deliver recycled water under this Agreement will be suspended during such time as any significant portion of the recycled water is being used for purposes other than those described in the preceding sentence. If more than 2000 AFA of recycled water is available for District 40 to deliver to Wagas Property, the Parties shall work cooperatively to effectuate delivery of recycled water above and beyond 2000 AFA to the extent feasible from operational and economic standpoints for both Parties. District No. 40 shall be entitled to and shall retain all ownership rights in said recycled water including, without limitation, the right to store and produce the recycled water subject to any conditions that might be required by regulatory agencies with jurisdiction and the Watermaster. District No. 40 is a party to a January 23, 2008, Agreement for Purchase and Sale of Recycled Water and Related Facilities – Lancaster Water Reclamation Plant and Palmdale Water Reclamation Plant with Los Angeles County Sanitation Districts Nos. 14 and 20 ("2008 Recycled Water Agreement"). By its own terms, the 2008 Recycled Water Agreement expires after 25 years on January 23, 2033, subject to an option on District 40's part to extend for an additional 25 years under the provisions of paragraph 10.2 of the 2008 Recycled Water Agreement. In the event that the 2008 Recycled Water Agreement is amended or extended, District No. 40 shall undertake best efforts to ensure that the amended or extended agreement contains a provision that provides for the continued sale to District No. 40 of at least 2000 AFA of recycled water for the purpose of delivering said recycled water to Wagas

Property for the purposes and uses delineated herein. In the event the 2008 Recycled Water Agreement terminates, District 40 shall undertake best efforts to ensure that arrangements are made that provide for the continued sale to district No. 40 of at least 2000 AFA of recycled water for the purpose of delivering said recycled water to Wagas Property for the purposes and uses delineated herein.

**8. Conditions Precedent to Lease of Wagas' Overlying Rights and Delivery of Recycled Water.**

(a) Wagas shall seek to obtain approval from the applicable Regional Water Quality Control Board ("Regional Board"), the California Division of Drinking Water, and any other applicable regulatory agencies to discharge recycled water onto Wagas Property to create habitat for migratory birds and storage in the groundwater basin. Failure by Wagas to obtain such approval suspends District No. 40's obligations to deliver recycled water to Wagas and Wagas' obligation to lease water to District No. 40 until such time as approval is obtained. To the extent the Regional Board's and/or other applicable regulatory agencies' approval or permit expires after a certain period, Wagas shall take all actions necessary to ensure a renewal or continuation of such approval or permit. District No. 40 and its successors in interest and assignees agree to support Wagas in its efforts to obtain, renew or continue any such approvals or permits.

(b) Wagas and District No. 40 recently have been informed by LACSD that the pipeline from the LACSD treatment plant on Avenue D in Lancaster to the Nebeker Ranch on Avenue B has been decommissioned. That presents a problem for the implementation of this agreement because the parties had contemplated that the tertiary treated water would be delivered to Wagas through an extension of this pipeline from the corner of Avenue B and 30th Street West northerly along 30th Street West to the Wagas property. Accordingly, the parties will use all reasonable efforts to find a feasible and mutually acceptable solution to this problem. Wagas acknowledges that District No. 40 is not responsible for designing, constructing, maintaining, operating, replacing, owning, or funding this pipeline and any associated infrastructure or facilities necessary to deliver recycled water from the LACSD treatment plant in Lancaster to Wagas. However, the parties agree that until they find a mutually acceptable solution to the aforementioned problem, the effective date of this agreement will be deferred.



(c) Following, or concomitant with, the satisfaction of the conditions precedent set forth in 8(a) and 8(b), Wagas and District No. 40 shall cooperatively seek approval from the Watermaster to bank and store recycled water at the Wagas Property and for District No. 40 to remove the banked water in the amounts allowed under this Agreement from wells either on Wagas' property or from wells operated elsewhere by District No. 40 within the Antelope Valley Area of Adjudication. Additionally, Wagas and District No. 40 shall cooperatively seek Watermaster approval for the lease (i.e. transfer) of Wagas' overlying groundwater pumping rights to District No. 40. The parties agree that the effective date of this agreement will be deferred until the Watermaster for approves the lease (i.e. transfer) of Wagas' overlying groundwater pumping rights to District No. 40.

**9. Quality of Recycled Water from LACSD.** Wagas hereby acknowledges that District No. 40 has not and is not making any representation or guarantee of the quality of the recycled water from LACSD. Wagas further acknowledges and agrees that District No. 40 is not obligated to blend the recycled water with any other water for any purpose.

Notwithstanding any provision to the contrary, if the quality of the recycled water received by District No. 40 from LACSD violates any applicable discharge permits or permit conditions issued or set by the Lahontan Regional Board, District No. 40 and its successors in interest and assigns shall pursue any available remedies against LACSD on behalf of Wagas.

**10. Delivery of Recycled Water.**

(a) **Point of Delivery.** Provided that Wagas is permitted by LACSD to use the existing recycled water pipeline serving the Nebeker Ranch as referenced in 8 (b) above, Wagas shall take delivery of the recycled water at Avenue B and 30<sup>th</sup> Street West. Wagas shall be responsible for constructing a metering station at this location and conveying the water from this point to a storage facility or facilities. located on the Wagas Property. The Parties acknowledge that a portion of the Wagas Property is located in the County of Kern and that District No. 40 cannot deliver water to the County of Kern.

(b) **Delivery Schedule.** District No. 40 will deliver the recycled water to Wagas upon a mutually agreeable delivery schedule which shall be fully compatible with the

primary use of Wagas Property as a habitat for migratory bird and/or other wildlife and nesting areas as well as a recreational area for Wagas members and their guests.

(c) If Wagas fails to take delivery of the water and use it for the purposes described herein, District No. 40's obligation to deliver recycled water shall be suspended so long as such failure continues.

(d) **Force Majeure.** If by reason of acts of God, earthquakes, droughts, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, or federal, state, or local law, order, rule, or regulation, District No. 40 is prevented, in whole or in part, from the delivery of the recycled water to Wagas, as provided herein, then District No. 40 may reduce delivery of recycled water up to the amount of available water.

(e) **Suspension.** The delivery of recycled water may be suspended or curtailed during any period of public emergency or disaster that is declared by the State of California or the County of Los Angeles. For the purposes of this Agreement, a public emergency or disaster shall not include ordinary measures taken during periods of drought or water shortage.

(f) **Obligations of District No. 40.** For the purposes of this Agreement and subject to the limitations contained in this Section 10, District No. 40 shall have fulfilled its obligation to make recycled water available for delivery so long as the amount of recycled water delivered by District No. 40 is available at the LACSD Lancaster Reclamation Plant or, subject to approval by LACSD, at the pipeline connection Avenue B and 30<sup>th</sup> Street West for delivery to Wagas Property for Wagas to take delivery of pursuant to a predetermined and mutually agreed upon delivery schedule.

**11. Costs of Delivering Recycled Water.** Except as expressly set forth in this Agreement, District No. 40 shall charge and Wagas shall pay for each acre foot of recycled water made available to Wagas an amount equal to the direct costs, if any, incurred by District 40, of delivering each acre foot of recycled water to Wagas Property. Such direct costs shall not include the price District 40 or its successor in interest pays to the Sanitation District for that water, any capital costs, depreciation, overhead or any other indirect costs. Applicable direct costs shall include but are not limited to any and all expenses associated with administrative activities; work by consultants and contractors; in-house labor; power costs; use and procurement of equipment

and materials by District No. 40 for the delivery of recycled water to Wagas. Wagas shall make payment to District No. 40 within thirty (30) days of receipt of the invoice for delivery of recycled water.

**12. Water Banking.** District No. 40 shall, at its sole expense, have the right to use the Wagas Property as a water banking site, free of any charge by Wagas and its successors in interest. Any such use will be conducted in such a way to be fully compatible with the primary use of Wagas Property as a habitat for migratory bird and/or other wildlife and nesting areas as well as a recreational area for Wagas members and their guests. The Parties agree that all recycled water delivered to the Wagas Property shall be considered to be water banked at the Wagas Property by District No. 40.

**13. Pumping of Banked Water.** The Parties agree that District No. 40 has the right to pump and use the water it banks at the Wagas Property without incurring any charge or fees payable to Wagas or its successors in interest. District No. 40's retrieval or pumping of the banked water from Wagas Property is not and shall not constitute the leased water described in Section 3 and shall not be subject to the fees and/or costs described in Section 3.

**14. District No. 40's Access to and Permitted Activities on Wagas Property.** Wagas hereby grants District No. 40 access to Wagas Property for the purposes of pumping the leased or banked water, and/or drilling, installing, servicing, maintaining, or replacing, in part or in whole, new or existing wells on Wagas Property. Wagas further grants District No. 40 the right to conduct all actions on Wagas Property necessary to pump the leased or banked water, including but not limited to maintaining, servicing, or replacing, in part(s) or in whole, new or existing wells on Wagas Property. The location of any new well or other activity by District No.40 on Wagas Property shall be by mutual consent which shall not be unreasonably withheld. Wagas agrees that neither it nor anyone under its control, shall interfere, restrict, inhibit, or otherwise deny District No. 40 or its agents or representatives reasonable access to Wagas Property for the purposes of pumping the leased or banked water, and/or drilling, installing, servicing, maintaining, or replacing, in part or in whole, new or existing wells on Wagas Property. Wagas also agrees to take all actions necessary to ensure that District No. 40 will have reasonable access to Wagas Property and that District No. 40 is able to conduct all actions on Wagas Property necessary to pump the leased or banked water. Notwithstanding any other provisions in this Section, any use of Wagas Property by District No. 40 will be conducted in a manner fully compatible with the primary use of Wagas Property as a habitat for migratory bird and/or other wildlife and nesting areas as well as a recreational area for Wagas members and their guests.

**15. Indemnification.** District No. 40, its successors and assigns, shall hold harmless, defend and indemnify Wagas, its officials, employees, agents, members, successors and assigns (all of which are herein referred to as the "Wagas Indemnified Parties") from and against all liabilities, obligations, claims, damages, losses, actions, judgments, suits, costs and expenses, including but not limited to reasonable attorneys' fees (collectively, "Damages"), which may be imposed on, incurred by, or asserted against Wagas Indemnified Parties as a result of District No. 40's use and access of Wagas Property. Notwithstanding the foregoing, in no event shall District No. 40 be liable to indemnify a Wagas Indemnified Party for (i) any Damages resulting from the negligence or willful misconduct of a Wagas Indemnified Party; (ii) any third party claim brought in connection with regulatory approvals or compliance; or (iii) any claim concerning water quality. This indemnification shall survive termination of the Agreement. Similarly, Wagas, its successors and assigns, shall hold harmless, defend and indemnify District No. 40, its officials, employees, agents, members, successors and assigns (all of which are herein referred to as the "District

Indemnified Parties") from and against all liabilities, obligations, claims, damages, losses, actions, judgments, suits, costs and expenses, including but not limited to reasonable attorneys' fees (collectively, "Damages"), which may be imposed on, incurred by, or asserted against District No. 40 as a result of Wagas' use of recycled water on the Wagas Property. Notwithstanding the foregoing, in no event shall Wagas be liable to indemnify a District No. 40 Indemnified Party for (i) any Damages resulting from the negligence or willful misconduct of a District No. 40 Indemnified Party; (ii) any third party claim brought in connection with regulatory approvals or compliance; or (iii) any claim concerning water quality. This indemnification shall survive termination of the Agreement.

**16. Exclusion from Scope of Agreement.** Notwithstanding any provision to the contrary, this Agreement does not address and has no effect on any claims, demands, action, causes of action and rights, in law or in equity, in the nature of an administrative proceeding or otherwise (known, unknown, contingent, accrued, inchoate or otherwise), which District No. 40 has or may have, now or in the future, against other parties in the Litigation.

**17. Default.** In the event Wagas fails to make any payment to the District No. 40 under this Agreement when due, or fails to perform any obligation otherwise required by this Agreement, District No. 40 shall demand in writing that Wagas cure such non-performance. Wagas shall have thirty (30) days after receipt of such demand to cure. In the event that Wagas fails to cure a default within the thirty (30) day period, District No. 40 may suspend delivery of the recycled water and redirect such water to other uses for the duration of the suspension. District No. 40 shall restore water delivery when Wagas has cured all outstanding defaults and paid all amounts due to District No. 40 in full. However, if deliveries of recycled water are suspended for any reason, during the period of suspension, Wagas, at its option, may exercise its unused overlying pumping rights. If Wagas does so, District No. 40's obligation to lease those overlying pumping rights shall also be suspended for as long as Wagas exercises those rights.

**18. Notice of Claims.** The Parties shall promptly notify each other within ten (10) days of District No. 40 or Wagas becoming aware of: (1) any claims or suits brought against District No. 40 or Wagas which involve this Agreement or the recycled water supplied to Wagas pursuant to this Agreement, or (2) any force majeure event. Any such notice shall conform to the requirements specified in Section 25 of this Agreement.

19. **Remedies Not Exclusive.** Remedies provided in this Agreement for enforcement of its terms are intended and shall be construed as cumulative rather than exclusive and shall not be deemed to deprive either Party from also using any other remedies provided by this Agreement or by law.

20. **No Transfer of District No. 40's Water Rights.** The rights granted to Wagas hereunder constitute the right to take delivery of recycled water only and shall not be interpreted as a sale, transfer, or assignment of any of District No. 40's water rights.

21. **Subject to Applicable Law.** The Parties acknowledge and agree that this Agreement and the rights and obligations of the Parties shall be subject to the laws governing special districts as they now exist and as they may be amended or codified by the Legislature of the State of California.

22. **Entire Agreement.** This Agreement contains the entire understanding between District No. 40 and Wagas with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between District No. 40 and Wagas. This Agreement cannot be amended except in writing signed by both Parties.

23. **No Waiver.** Any failure or delay on the part of either Party to exercise any right under this Agreement shall not constitute a waiver of the right, and shall not preclude such Party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion.

24. **Notices.** All notices or other communications required or desired to be given pursuant to this Agreement shall be in writing, and, except as otherwise provided herein, shall be effective upon personal delivery or three (3) days after deposit in the United States mail, with first-class postage fully paid, addressed as follows:

District No. 40:                      Attn: Assistant Deputy Director, Waterworks Districts  
Los Angeles County Department of Public Works  
1000 South Fremont Avenue, Building A9 - E, 4th Floor  
Alhambra, California 91803

with a copy to:                      Principal Deputy County Counsel, Warren R. Wellen  
Office of the County Counsel  
County of the Los Angeles  
500 West Temple Street, 6th Floor

Wagas: Los Angeles, California 90012  
Attn: Managing Member  
Wagas Land Company, LLC  
4906 Indianola Way  
La Canada Flintridge, California 91011

with a copy to: Edward S. Renwick  
Hanna and Morton LLP  
444 South Flower Street, Suite 2530  
Los Angeles, California 90071

**25. Headings; Section References.** Captions and headings appearing in this Agreement are inserted solely as reference aids for the ease and convenience; they shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions.

**26. Separability.** If any provision of this Agreement is finally determined by a court to be invalid or unenforceable as written, the provision shall, if possible, be enforced to the extent reasonable under the circumstances and otherwise shall be deemed deleted from this Agreement. The other provisions of this Agreement shall remain in full force and effect so long as the material purposes of the Agreement and understandings of the Parties are not impaired.

**27. Binding Effect Assignment.** This Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and permitted assigns. Each Party shall have the right to assign its rights under this Agreement with the written consent of the other Party, provided, however, that neither Party shall unreasonably withhold such consent and further provided that the assignee agrees to be bound by all of the obligations of its assignor set forth herein. Notwithstanding the foregoing, no assignment permitted hereunder shall permit the delivery of recycled water to any property or development other than the Wagas Property without the written consent of the District No. 40, in its sole and absolute discretion. Moreover, without the written consent of Wagas which Wagas may not unreasonably withhold, District No. 40 shall

not surrender, reduce, terminate or amend its contract rights to obtain recycled water from Los Angeles County Sanitation Districts 14 and 20 in any way that would interfere with or impede its ability to comply with its obligations under this Agreement.

**28. Enforcement.** Except as expressly stated otherwise, disputes relating to the implementation of this Agreement shall be resolved by the court in the Pending Actions as part of its continuing jurisdiction over this matter and the Parties. Alleged violations of the terms of this Agreement by either Party shall be brought before the court in the Pending Actions.

**29. Governing Law.** This Agreement is a contract governed in accordance with the laws of the State of California.

**30. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original. A photocopy, PDF, or fax reproduction of an original copy of the Agreement shall be of the same binding effect as the original.

**31. Authority.** The persons signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing.

**32. No Inducement or "Drafting Party".** Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Agreement, and that this Agreement represents the entire agreement between the Parties. Each of the Parties' respective legal counsel have reviewed and approved this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.



**33. No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be deemed to create any rights in favor of, or to inure to the benefit of, any third parties, or to waive or release any defense or limitation against third party claims.

[Signatures follow on the next page]



IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

**DISTRICT NO. 40:**

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

Name:\_\_\_\_\_

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

**WAGAS:**

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

Name:\_\_\_\_\_

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

**EXHIBIT A**  
**WAGAS PROPERTY**

<b>County</b>	<b>County Assessor's Parcel Number</b>
Los Angeles	3115-1-17
Los Angeles	3115-1-18
Los Angeles	3115-03-1
Los Angeles	3115-03-2
Kern	473-021-04

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/6/2022	
<b>BOARD MEETING DATE</b>	4/19/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Health Services	
<b>SUBJECT</b>	Olive View-UCLA Medical Center Fire Alarm/Nurse Call Systems Project	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Construction is expected to be substantially completed in June 2023	
<b>COST &amp; FUNDING</b>	Total cost: \$5,099,000	Funding source: The project budget of \$75,726,000 is funded with \$320,000 from Department of Health Services' operating budget (C.P. No. 87382), \$2,347,000 of prior year net County cost (C.P. No. 87394), and the remainder of \$73,059,000 will be financed with short-term borrowing through the Lease Revenue Notes Program (C.P. No. 89117).
	TERMS (if applicable): N/A	
	Explanation: Approval to execute two construction change orders for a not-to-exceed amount of \$5,099,000 will not result in a project budget increase.	
<b>PURPOSE OF REQUEST</b>	Authorize Public Works to negotiate and execute two construction change orders for a combined not-to-exceed amount of \$5,099,000 with The PENTA Building Group.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On June 9, 2020, the Board authorized Public Works to deliver the project make-ready work estimated at approximately \$4,123,000 using a Job Order Contract. On June 22, 2021, the Board approved the revised total project budget of \$75,726,000 and authorized Public Works to execute a design-build contract for the design and construction of the project for a maximum contract sum not-to-exceed \$49,820,823, including a base contract sum of \$45,296,318 and a design completion allowance of \$4,524,505.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The project improves healthcare facilities which provide quality of services to all populations seeking care at the Olive View Medical Center.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Priority No. 2: Health Integration/ Alliance for Health Integration, is supported by this project as it improves facilities that provide health and wellbeing of County residents.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Luis Ramirez, Project Management Division I, (626) 300-2300, cell (626) 614-6545, <a href="mailto:luramirez@pw.lacounty.gov">luramirez@pw.lacounty.gov</a> .	



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE:

April 19, 2022

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:

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
OLIVE VIEW-UCLA MEDICAL CENTER  
FIRE ALARM/NURSE CALL SYSTEMS REPLACEMENT PROJECT  
APPROVE CONSTRUCTION CHANGE ORDERS  
CAPITAL PROJECT NOS. 87382, 87394, AND 89117  
(FISCAL YEAR 2021-2022)  
(SUPERVISORIAL DISTRICT 3)  
(4 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to execute two construction change orders with The PENTA Building Group for the Olive View-UCLA Medical Center Fire Alarm/Nurse Call Systems Replacement Project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the previously approved Olive View-UCLA Medical Center Fire Alarm/Nurse Call Systems Replacement Project to be within the scope of the Board's previous finding of exemption under the California Environmental Quality Act, and that the work included in the proposed change orders are also exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project

2. Approve and authorize the Director of Public Works or his designee to negotiate and execute a change order with The PENTA Building Group for a not-to-exceed amount of \$4,499,000 to install 449 smoke dampers at critical care areas located within the phased construction areas.
3. Approve and authorize the Director of Public Works or his designee to negotiate and execute a change order with The PENTA Building Group for a not-to-exceed amount of \$600,000 to separate high voltage from low voltage cabling as required by the electrical building code.

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

Approval of the recommended actions will find that they are within the scope of the previous exemption findings by the Board and that the work included in the proposed change orders is exempt from the California Environmental Quality Act (CEQA), and authorize the Director of Public Works or his designee to execute two change orders with The PENTA Building Group (PENTA) for a combined not-to-exceed amount of \$5,099,000 to install 449 smoke dampers at critical care areas and to separate the high and low voltage cabling for the Olive View-UCLA Medical Center (OV-UCLA MC) Fire Alarm/Nurse Call Systems Replacement Project.

#### **Background**

On March 6, 2018, the Board approved the OV-UCLA MC Fire Alarm/Nurse Call Systems Replacement Project (Fire Alarm/Nurse Call Replacement Project) and authorized the Director of Public Works to execute an agreement with c/a ARCHITECTS, Inc., to provide predesign and schematic design services for the project.

On June 9, 2020, the Board authorized Public Works to deliver the Fire Alarm/Nurse Call Replacement Project make-ready scope at approximately \$4,123,000 using a Board-approved Job Order Contract (JOC) and to execute an amendment to Agreement PW-15147 with c/a ARCHITECTS, Inc., in the amount of \$2,188,871 for a revised total not-to-exceed amount of \$2,616,280 to complete the Design-Build (D-B) scoping documents, construction documents for the make-ready work, and related professional services.

On June 8, 2021, the Board approved the total project budget of \$50,000,000 and directed Public Works to finalize the negotiations with the responsive and responsible highest ranked Best Value Proposer. On June 22, 2021, the Board subsequently approved the revised total project budget of \$75,726,000 and authorized Public Works to award and

execute a D-B contract for the design and construction of the Fire Alarm/Nurse Call Replacement Project for a maximum contract sum of \$49,820,823, including \$45,296,318 for the base contract sum and \$4,524,505 for the design completion allowance to PENTA.

### Proposed Change Orders

**Smoke Dampers Replacement:** On June 9, 2020, the Board approved make-ready work to be delivered using a JOC which included the replacement of the existing smoke dampers throughout the hospital. There are approximately 588 smoke dampers located above the ceiling that need to be replaced to meet current code and be compatible with the technology of the new fire alarm system. The scope of work includes replacement of the existing smoke dampers and remodeling of the existing ductwork, electrical wiring, wall framing, and drywall for tie-in to the new fire alarm system. Replacement of the smoke dampers will require multiple systems shutdowns, as it will need to be carried out in phases to reduce disruption to the hospital's operations, and in coordination with the phased installation of the new fire alarm and nurse call systems by PENTA.

In order to reduce impacts to hospital operations by having separate systems shut-downs during installation of the fire alarm and nurse call systems and replacement of the smoke dampers, and to avoid potential delays to the Fire Alarm/Nurse Call Replacement Project as a result of multiple contractors carrying out overlapping work, Public Works recommends transferring the replacement of 449 smoke dampers located in patient care areas from the JOC scope of work to PENTA's D-B contract. The replacement of the remaining 139 smoke dampers in non-patient care areas, such as mechanical rooms, conference rooms, and staff offices, and will remain the JOC scope of work.

**Separate Low and High Voltage Cabling:** During the D-B construction, it was determined that low and high voltage cabling was combined in the electrical gutters feeding the existing fire alarm panels and does not meet current code. The proposed scope of work is to separate the low and high voltage cabling that feeds the 41 existing fire alarm panels throughout the building, by installing new conduits and cabling for each system from the fire alarm panel to the electrical room. This is a code requirement by the Department of Healthcare Access and Information for code compliance.

Approval of the proposed change orders will allow Public Works to complete the project by the substantial completion date of June 2023. There is sufficient funding in the Fire Alarm/Nurse Call Replacement Project's budget to cover the cost of the proposed change orders.



## Green Building/Sustainable Design Program

The project will support the Board's Green Building/Sustainable Design Program by incorporating recyclable materials, features to optimize energy and water use, and maximizing the use of sustainable and local resources during construction.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of Our Communities; Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Objective III.3.2, Manage and Maximize County Assets, by replacing existing building support systems that have exceeded their useful lives and can no longer be supported or maintained. The new replacement systems will enhance operational efficiency and support the wellness of our communities through improved delivery of comprehensive and seamless healthcare services to the residents of the County seeking healthcare assistance.

### **FISCAL IMPACT/FINANCING**

The total project budget for the Fire Alarm/Nurse Call Replacement Project remains at \$75,726,000, and includes plans and specifications, jurisdictional approvals, construction, design-completion and contract amendment allowances, consultant services, and County services.

The proposed change order to transfer the replacement of 449 smoke dampers from the JOC scope of work to PENTA's D-B contract is for a not-to-exceed amount of \$4,499,000, and the proposed change order to separate low and high voltage wiring is for a not-to-exceed amount of \$600,000. There is sufficient funding in the Board-approved budget to cover the cost of the proposed change orders with PENTA.

The project is funded with \$320,000 from Department of Health Services' (DHS) operating budget (C.P. No. 87382), \$2,347,000 of prior year net County cost (C.P. No. 87394), and the remainder of \$73,059,000 with short-term borrowing through the Lease Revenue Notes Program (C.P. No 89117). There is no net County cost impact associated with the recommended actions.

The short-term borrowing through the Lease Revenue Notes Program will eventually be refinanced through the issuance of long-term bonds. The annual repayment of the bond issued will be paid from DHS' operating budget.

### Operating Budget Impact

Following completion of the project, DHS will request and fund annual ongoing maintenance costs with departmental resources in future budget phases. There is no net County cost impact associated with the recommended actions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project continues to require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project also includes a jobs coordinator who will facilitate implementation of the targeted hiring requirement of the policy.

Section 20137 of the Public Contract Code allows the Board, with a four-fifths vote, to authorize an individual change order to a construction contract that is 10 percent or less of the original contract amount without having to obtain bids for the work. The proposed change order to transfer the replacement of 449 smoke dampers from the JOC scope of work to PENTA's D-B contract is for a not-to-exceed amount of \$4,499,000, which is 9.9 percent of the original contract value, and the proposed change order to separate low and high voltage wiring is for not-to-exceed amount of \$600,000, which is 1.3 percent of the original contract value. Therefore, both change orders, hereunder, are within the statutory threshold.

### **ENVIRONMENTAL DOCUMENTATION**

On March 6, 2018, the Board approved the project and found that the project was categorically exempt from CEQA under the following exemptions: Sections 15301 (a), (d), and (f), and 15302 (c) of the State CEQA Guidelines and Classes 1 (c), (d), and (i) and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The currently proposed actions are within the scope of the previously approved project. Notices of Exemption were filed with the Registrar Recorder/County Clerk on March 9, 2018, and on June 22, 2020.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 (a) of the California Public Resources Code and will post the Notice to the County's website in accordance with Section 21092.2.

The Honorable Board of Supervisors  
April 19, 2022  
Page 6

### **CONTRACTING PROCESS**

To date, Public Works has executed three change orders under delegated authority pursuant to Public Contract Code Sections 20142 and 20145, in the credit amount of \$5,678,241. Approval of the recommended construction change orders for a combined amount of \$5,099,000 will result in the \$5,678,241 credit being reduced to \$579,241.

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

Approval of the recommended actions will have no impact on current services at the campus. Patient care services on campus will remain fully operational during construction.

### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:LR:cg

c: Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Department of Health Services (Capital Projects Division)

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
OLIVE VIEW-UCLA MEDICAL CENTER  
FIRE ALARM/NURSE CALL SYSTEMS PROJECT  
APPROVE CONSTRUCTION CHANGE ORDERS  
CAPITAL PROJECT NOS. 87382, 87394, AND 89117  
(FISCAL YEAR 2021-2022)  
(SUPERVISORIAL DISTRICT 3)  
(4 VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Feasibility Study	01/25/2017 *
Design Build Procurement	09/02/2021 *
Jurisdictional Approvals	01/10/2022 *
Construction Start	01/11/2022 *
Substantial Completion	06/30/2023
Final Acceptance	11/30/2023

\*Actual completion date

**II. PROJECT BUDGET SUMMARY**

<b>Project Budget Category</b>	<b>Board Approved Budget</b>	<b>Impact of This Action</b>	<b>Revised Budget</b>
Design-Build Contract	\$45,296,318	(\$ 579,240)	\$44,717,078
Design-Build Contract Design Completion (Allowance)	\$ 4,524,505	(\$ 0)	\$ 4,524,505
Design-Build Change Order Contingency	\$ 3,678,996	\$ 4,144,810	\$ 7,823,806
Job Order Contract Construction	\$ 6,273,908	(\$3,150,720)	\$ 3,123,188
Job Order Contract Contingency	\$ 930,000	(\$ 347,870)	\$ 582,130
Other – Gordian Group	\$ 159,602	(\$ 66,980)	\$ 92,622
<b>Hard Cost Subtotal</b>	<b>\$60,863,329</b>	<b>\$ 0</b>	<b>\$60,863,329</b>
Plans and Specifications	\$ 3,092,550	\$ 0	\$ 3,092,550
Consultant Services	\$ 2,500,000	\$ 0	\$ 2,500,000
Miscellaneous Expenditures	\$ 92,061	\$ 0	\$ 92,061
Jurisdictional Review	\$ 1,100,000	\$ 0	\$ 1,100,000
County Services	\$ 8,078,060	\$ 0	\$ 8,078,060
<b>Soft Cost Subtotal</b>	<b>\$14,862,671</b>	<b>\$ 0</b>	<b>\$14,862,671</b>
<b>TOTAL PROJECT COST</b>	<b>\$75,726,000</b>	<b>\$ 0</b>	<b>\$75,726,000</b>