



County of Los Angeles
Chief Executive Office

COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, July 27, 2022
TIME: 3:30 p.m.

**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 MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 994 112 379#

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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 (Chief Executive Office) for August 9, 2022 Board agenda:
JOINT RESOLUTION BETWEEN THE CITY OF SANTA CLARITA AND
THE COUNTY OF LOS ANGELES FOR THE CITY'S ANNEXATION OF
UNINCORPORATED TERRITORY KNOWN AS REORGANIZATION NO.
2020-01 (TESORO DEL VALLE) AND FOR THE TRANSFERRING OR
ASSIGNING OF CERTAIN RIGHTS, TAX REVENUE, PROPERTY,
IMPROVEMENTS, ASSESSMENT AREAS AND DISTRICTS, THE
APPROVAL OF TRANSFER OF THE COUNTY'S REGIONAL HOUSING
NEEDS ASSESSMENT ALLOCATION TO THE CITY OF SANTA CLARITA,
AND APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF
PROPERTY TAX REVENUE AS A RESULT OF THE PROPOSED
ANNEXATION OF TERRITORY TO THE GREATER
LOS ANGELES COUNTY VECTOR CONTROL DISTRICT
 - B. Board Letter (Parks and Recreation Capital Project) for August 9, 2022
Board agenda:
ESTABLISH AND APPROVE SIX RESTROOM CAPITAL PROJECTS
APPROVE APPROPRIATION ADJUSTMENT
APPROVE USE OF JOB ORDER CONTRACT
 - C. Board Letter (Regional Park and Open Space District) for August 9, 2022
Board agenda:
APPROVE PROPOSED DISPOSAL OF GRANT-FUNDED PROPERTY IN THE
CITY OF SIERRA MADRE

- D.** Board Letter (Regional Park and Open Space District) for August 9, 2022
Board agenda:
AMEND GRANT AGREEMENT #2495 WITH THE DEPARTMENT OF
PARKS AND RECREATION TO REVISE THE PROJECT SCOPE, TO
ALLOCATE EXCESS FUNDS AVAILABLE TO THE FIFTH
SUPERVISORIAL DISTRICT AND TO AUTHORIZE AWARD AND
ADMINISTRATION OF A GRANT AMENDMENT FOR THE BONELLI
REGIONAL PARK FISHING PIER PROJECT
- E.** Board Letter (Public Works) for August 30, 2022 Board agenda:
PUBLIC HEARING
WATER RESOURCES CORE SERVICE AREA
AMENDMENT TO THE LOS ANGELES COUNTY WATERWORKS
DISTRICTS' AND THE MARINA DEL REY WATER SYSTEM'S WATER
SHORTAGE CONTINGENCY PLAN; DECLARATION OF WATER
SHORTAGE LEVEL 2 AND CONFIRMATION OF IMPLEMENTATION OF
WATER SHORTAGE CONTINGENCY PLAN LEVEL 2 DEMAND
REDUCTION MEASURES; AND THE REINSTATEMENT OF WATER
DISCONNECTIONS FOR UNPAID WATER BILLS

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Briefing (Los Angeles County Development Authority):
"GOING GREEN" AT THE PUBLIC HOUSING SITES
Speaker: Emilio Salas
- B.** Board Briefing (Los Angeles County Library):
STORYTIME MODEL TO SMARTSTART MODEL
Speaker: Skye Patrick

4. PUBLIC COMMENTS (2 minutes each speaker)

5. ADJOURNMENT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/27/2022		
BOARD MEETING DATE	8/9/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	CEO, Parks and Recreation, Regional Planning, and Public Works		
SUBJECT	Reorganization Number 2020-01 (Tesoro Del Valle) Tax Transfer Resolution		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No CEO and Parks and Recreation		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	Yes, Tax Transfer Resolution must be approved by August 9 to effectuate the annexation in the current calendar year.		
COST & FUNDING	Total cost: N/A	Funding source:	
	TERMS (if applicable):		
	Explanation: Tax Transfer Resolution will reallocate property tax revenue to the City of Santa Clarita to cover responsibilities for the annexed unincorporated area.		
PURPOSE OF REQUEST	To approve Tax Transfer Resolution and delegate authority to CEO and DPR to take necessary actions to transfer Tesoro Adobe Park.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The City Council of the City of Santa Clarita (City) has adopted a Negative Declaration and the Joint Resolution based on the negotiated exchange of property tax revenue resulting from the proposed annexation of unincorporated territory to the City. The annexing territory consists of Parcel 1 & 2 with approximately 1,786± acres of inhabited territory to the City of Santa Clarita and Parcel 1 with approximately 1609± acres to the Greater Los Angeles County Vector Control District. The affected territory is generally located north of the intersection of Copper Hill Drive and Avenida Rancho Tesoro.</p> <p>In order for the Local Agency Formation Commission (LAFCO) for the County of Los Angeles to proceed with the required hearings on the proposed annexation, the Board, as the governing body of the County, must first adopt the Joint Resolution.</p> <p>The Board's approval of the Joint Resolution also includes the transfer and/or assignment of various public works improvements or their respective developer agreements and securities, including storm drains, streets, sewers, sewer pump stations, and water quality facilities. These improvements are in various stages of completion, which range from being in the initial planning process to being already constructed. Upon annexation, these improvements or agreements will transfer or be assigned at an agreed upon time based on where the improvement is in the development process.</p>		

	The Board's approval of the transfer of the County's Regional Housing Needs Assessment (RHNA) allocation of 820 units associated with the annexation, and instruction to the Department of Regional Planning to effectuate the transfer to the City, is consistent with Board Policy No. 3.095 City Annexations and Spheres of Influence.
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Doyle Chow, CEO, dchow@ceo.lacounty.gov ; 213-893-0055 Clement Lau, DPR, clau@parks.lacounty.gov ; (626) 588-5301



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

FESIA A. DAVENPORT
Chief Executive Officer

August 9, 2022

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:

**JOINT RESOLUTION BETWEEN THE CITY OF SANTA CLARITA AND THE
COUNTY OF LOS ANGELES FOR THE CITY'S ANNEXATION OF
UNINCORPORATED TERRITORY KNOWN AS REORGANIZATION NO. 2020-01
(TESORO DEL VALLE) AND FOR THE TRANSFERRING OR ASSIGNING OF
CERTAIN RIGHTS, TAX REVENUE, PROPERTY, IMPROVEMENTS, ASSESSMENT
AREAS AND DISTRICTS, THE APPROVAL OF TRANSFER OF THE COUNTY'S
REGIONAL HOUSING NEEDS ASSESSMENT ALLOCATION TO THE CITY OF
SANTA CLARITA, AND APPROVING AND ACCEPTING THE NEGOTIATED
EXCHANGE OF PROPERTY TAX REVENUE
AS A RESULT OF THE PROPOSED ANNEXATION OF TERRITORY TO THE
GREATER
LOS ANGELES COUNTY VECTOR CONTROL DISTRICT
(FIFTH DISTRICT) (5 VOTES)**

SUBJECT

Adoption of the Joint Resolution for the annexation of unincorporated territory and for the transferring or assigning of certain rights, tax revenue, property, improvements, assessment areas, and districts to the City of Santa Clarita, approval of the transfer of the County's Regional Housing Needs Assessment allocation for the annexation territory to the City of Santa Clarita, and annexation of territory into the Greater Los Angeles County Vector Control District.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Joint Resolution, with its associated actions, and the transfer of the County's Regional Housing Needs Assessment allocation are

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

either not subject to the provisions of the California Environmental Quality Act, for the reasons stated herein and the reasons reflected in the record, or were independently considered as part of the Negative Declaration prepared and adopted by the City of Santa Clarita and that the County, acting as a responsible agency, is relying on said Negative Declaration pursuant to Public Resources Code Section 21167.3.

2. Adopt the attached Joint Resolution between the Board and the City Council of the City of Santa Clarita based on the negotiated exchange of property tax revenue as a result of the proposed Annexation No. 2020-01, to annex Parcel 1 & 2 with approximately 1,786± acres of inhabited territory to the City of Santa Clarita and annex Parcel 1 with approximately 1609± acres to the Greater Los Angeles County Vector Control District.
3. Authorize the Chief Executive Officer, or her designee, and the Directors of the County of Los Angeles Departments of Public Works, Regional Planning, and Parks and Recreation, or their designees, to take all actions to effectuate the Joint Resolution.
4. Find the proposed transfer of Tesoro Adobe Historic Park is categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the project.
5. Find that pursuant to Government Code section 25550.5, Tesoro Adobe Historic Park is local in character and approve the transfer of Tesoro Adobe Historic Park to the City of Santa Clarita.
6. Approve and instruct the Chair to execute a Park Transfer Agreement between the County and the City.
7. Authorize the Chair to execute the quitclaim deed consistent with Transfer Agreement and applicable conditions.
8. Authorize the Director of the Department of Parks and Recreation, Chief Executive Officer, or their designees, to execute an amended Reciprocal Easement And Joint Use Agreement with Montalvo Properties LLC, Tesoro de Valle Master Homeowners Association, and the City, for the purpose of replacing the County with the City.
9. Authorize the Director of the Department of Parks and Recreation, Chief Executive Officer, or their designees, to execute a transfer agreement with the City and Regional Parks Open Space District for the purposes of transferring the County's grant responsibilities to the City.

10. Authorize the Director of the Department of Parks and Recreation, Chief Executive Officer, or their designees to execute any other documents necessary to complete the Park Property transfer and any amendments, upon approval as to form by County Counsel.
11. Approve the transfer of the County's Regional Housing Needs Assessment allocation associated with proposed Reorganization No. 2020-01, to the City, and instruct the Department of Regional Planning to take all actions necessary to effectuate such transfer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City Council of the City of Santa Clarita (City) has adopted a Negative Declaration and the Joint Resolution based on the negotiated exchange of property tax revenue resulting from the proposed annexation of unincorporated territory to the City. The annexing territory consists of Parcel 1 & 2 with approximately 1,786± acres of inhabited territory to the City of Santa Clarita and Parcel 1 with approximately 1609± acres to the Greater Los Angeles County Vector Control District. The affected territory is generally located north of the intersection of Copper Hill Drive and Avenida Rancho Tesoro.

In order for the Local Agency Formation Commission (LAFCO) for the County of Los Angeles to proceed with the required hearings on the proposed annexation, the Board, as the governing body of the County, must first adopt the Joint Resolution.

Tesoro Adobe Historic Park (the "Park Property") is approximately 2.26 acres and located at 29350 Avenida Rancho Tesoro, Valencia, CA 91354. The Park Property consists of historical structures and a wood frame barn. The County acquired the property in 2005 from Montalvo Properties. The Park is subject to a Reciprocal Easement And Joint Use Agreement with Montalvo Properties LLC and Tesoro de) Valle Master Homeowners Association. Since the Park Property is located within' the proposed annexation area, the Board's approval of the transfer of title and interest to the City is required so that the City becomes responsible for the operation and maintenance of the park facilities. Section 25550.5 of the California Government Code authorizes the transfer of County parks situated within a city, to the city for the promise of continuing to operate them as parks.

The Transfer Agreement provides that the Quitclaim Deeds conveying the Park Properties to the City will contain the following restrictions: 1) the Park Properties are to be used for open space, public recreation and park purposes only; 2) the Park Properties shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of an incorporated area not equally accorded residents

of unincorporated territory; and 3) in the event that the County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Park Properties shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

The City also acknowledges that it is acquiring property that may be within or is located within the vicinity of a historical and archeological resource and agrees to accept any obligations associated therewith.

The City shall assume all claims, liabilities, obligations, and duties under the provisions of PROP A grant agreement for project P-129-16-2596.

The County currently has an existing exclusive residential franchise agreement with Burrtec Waste Industries and non-exclusive commercial franchise agreements with multiple waste haulers for collection of solid waste. It is anticipated the County will replace the commercial system with a new exclusive agreement effective in August 2022 and service will commence in October 2022, pending approval by your Board. Public Works intends to remove the annexed territories from its residential franchise agreement with Burrtec Waste Industries, pending approval by Burrtec Waste Industries, in compliance with continuation of services rights as set forth in Section 49520 of the Public Resources Code. Public Works has delegated authority from an October 16, 2018 Board action to execute amendments to the residential franchise agreement in order to incorporate necessary changes to the various services set forth in that agreement. As to the commercial franchise services, the City may assume responsibility for collection of solid waste effective the date of the annexation as the haulers under those agreements would not have continuation rights under Section 49520 of the Public Resources Code.

The annexation area includes Drainage Benefit Assessment Area (DBAA) No. 35, and improvements associated with the assessment area. The Board's approval of the transfer of DBAA No. 35 and associated improvements is necessary so that the City can administer the assessment districts and operate and maintain the drainage and runoff treatment systems funded by the assessments.

The Board's approval of the Joint Resolution also includes the transfer and/or assignment of various public works improvements or their respective developer agreements and securities, including storm drains, streets, sewers, sewer pump stations, and water quality facilities. These improvements are in various stages of completion, which range from being in the initial planning process to being already constructed. Upon annexation, these improvements or agreements will transfer or be assigned at an agreed upon time based on where the improvement is in the development process.

The Board's approval of the transfer of the County's Regional Housing Needs Assessment (RHNA) allocation of 820 units associated with the annexation, and instruction to the Department of Regional Planning to effectuate the transfer to the City, is consistent with Board Policy No. 3.095 City Annexations and Spheres of Influence.

Additionally, approval of the Joint Resolution will transfer certain responsibilities under the Federal Emergency Management Agency National Flood Insurance Program and the Municipal Separate Storm Sewer NPDES permit related to the areas subject to annexation, from the County to the City.

FISCAL IMPACT/FINANCING

The adopted Joint Resolution will transfer Three Hundred, Seventy-Six Thousand, Six Hundred, and Eighty-One Dollars (\$376,681) in base property tax revenue from the County General Fund to the City and will allocate a share of the annual property tax increment in each of the affected Tax Rate Areas from the County to the City, as contained in the Joint Resolution. In addition, the Joint Resolution will transfer One Hundred, Ninety-Eight Thousand, Five Hundred, and Twenty-nine Dollars (\$198,529) in base property tax revenue from the LA County Library to the City Library and will allocate a share of the annual property tax increment in each of the affected Tax Rate Areas, as contained in the Joint Resolution. The adjustment to the County and County Library's base will be made in the fiscal year following the filing of the statement of boundary change for Reorganization No. 2020-01 with the California State Board of Equalization.

There is no base transfer of property taxes associated with the annexation of Parcel 1 to the Greater Los Angeles County Vector Control District (GLACVCD). The adopted Joint Resolution will allocate a share of the annual property tax increment in each of the affected Tax Rate Areas from the County and the other affected taxing entities to the GLACVCD as indicated in the Joint Resolution. The adjustment will be made in the fiscal year following the filing of the statement of boundary change for Reorganization No. 2020-01 with the California State Board of Equalization.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

Section 99 of the California Revenue and Taxation Code (R & T Code) requires that prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service area, or service responsibilities will be altered by such change must address the fiscal impacts of the proposed annexation by negotiating a reallocation of

property tax revenue between the affected agencies, and approve and accept such reallocation by resolution. The City Council of the City has adopted the negotiated Joint Resolution, as required by Section 99 of the R & T Code.

The negotiated Joint Resolution adopted by the City Council on July 12, 2022, includes the acceptance of the transfer of the County's Regional Housing Needs Assessment (RHNA) allocation of 820 units for this proposed annexation area. Government Code Section 65584.07(d) encourages counties and cities to reach a "mutually acceptable agreement" with respect to RHNA transfers for annexations.

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

The transfer of the Park Property to the City is authorized by Government Code section 25550.5. Pursuant to this section, upon unanimous vote by the Board, the County may convey County park property located in a city upon finding that the property is local in character. Furthermore, the property may be conveyed without consideration if the city agrees to maintain the property as a public park for the benefit and use of all residents of the County.

As required by Government Code section 65402, notification of the proposed transfer will be submitted to the City's Department of Planning, which has jurisdiction for determining conformance with the adopted general plan. If no objection to this transfer was received within 40 days after the notification is provided the transfer will proceed.

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

ENVIRONMENTAL DOCUMENTATION

Some of the actions contemplated by the proposed Joint Resolution are not a project pursuant to the California Environmental Quality Act (CEQA) because they are an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. These proposed actions are an administrative activity of the government, which will not result in direct, or indirect changes to the environment.

Some of the actions contemplated by the proposed Joint Resolution were considered as a part of the Negative Declaration prepared and adopted by the City, as lead agency, on November 12, 2019. The County as a responsible agency is relying on said Negative Declaration for these actions pursuant to Public Resources Code Section 21167.3.

The City's Negative Declaration for which the County relies can be found at:
<http://santaclaritacityca.igam2.com/Citizens/FileOpen.aspx?Type=1&ID=1548&Inline=True>
[e](#)

The proposed transfer of Park Property to the City is categorically exempt from CEQA. The transfer, which consists of approximately 2.26 acres of parkland, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in section 15325 (f) of the State CEQA Guidelines and Class 25 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the project consists of acquisition, sale or other transfer to preserve open space or lands for park purposes.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Upon the effective date of the annexation, the City will become responsible for providing municipal services to the annexing territory. Additionally, any services provided by districts, including CLMD 1687, CLMD 1, CLD-LLA-1, Unincorporated Zone, and DBAA No. 35, will become the responsibility of the City in the annexing area.

Upon the acceptance of the quitclaim deed, the City will become responsible for providing municipal services to the area within its jurisdiction, including the costs for the maintenance and operation of Tesoro Adobe Historic Park.

CONCLUSION

At such time as the recommendation is approved by the Board, please return one approved copy of this letter and six signed originals of the Joint Resolution to LAFCO, one approved copy of this letter and a copy of the Joint Resolution to the Chief Executive Office, Policy Implementation and Alignment Branch, and one copy of this approved letter and a copy of the Joint Resolution to the Auditor-Controller, Tax Division.

Respectfully submitted,

Fesia A. Davenport
Chief Executive Officer

FAD:JN:JO
DC:xx

Attachments

- c: Executive Office, Board of Supervisors
- County Counsel
- Sheriff
- Animal Care and Control
- Auditor-Controller
- LA County Library
- Parks and Recreation
- Public Works
- Regional Planning

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS, AS THE GOVERNING
BODY OF THE COUNTY OF LOS ANGELES, THE CONSOLIDATED FIRE
PROTECTION DISTRICT OF LOS ANGELES COUNTY, AND THE LOS ANGELES
COUNTY FLOOD CONTROL DISTRICT,
AND THE
CITY COUNCIL OF THE CITY OF SANTA CLARITA, THE BOARD OF DIRECTORS
OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT, THE
SANTA CLARITA VALLEY SANITATION DISTRICT OF LOS ANGELES COUNTY,
THE ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, AND THE
SANTA CLARITA VALLEY WATER AGENCY, APPROVING AND ACCEPTING THE
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE
ANNEXATION OF TERRITORY KNOWN AS REORGANIZATION 2020-01 (TESORO
DEL VALLE) TO THE CITY OF SANTA CLARITA, DETACHMENT FROM COUNTY
ROAD DISTRICT NO. 5, AND WITHDRAWAL FROM THE LOS ANGELES COUNTY
LIBRARY, AND TRANSFER BETWEEN THE CITY AND THE COUNTY OF CERTAIN
IMPROVEMENTS, FACILITIES, ASSESSMENTS, AND OTHER RELATED ITEMS**

WHEREAS, the City of Santa Clarita (City) initiated proceedings with the Local Agency Formation Commission for Los Angeles County (LAFCO) for the annexation of territory identified as Reorganization 2020-01 to the City;

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

WHEREAS, the area proposed for annexation is identified as Reorganization 2020-01 and consists of Parcel 1 & 2 with approximately 1,786± acres of inhabited territory to the City and annex Parcel 1 with approximately 1,609± acres to the Greater Los Angeles County Vector Control District; and affected territory generally known as "Tesoro del Valle" is located north of the intersection of Copper Hill Drive and Avenida Rancho Tesoro;

WHEREAS, effective July 1, 2011, the City has withdrawn from the Los Angeles County Library, and therefore, all unincorporated territory annexed to the City after that date will also be withdrawn from the Los Angeles County Library;

WHEREAS, the Board of Supervisors of the County of Los Angeles (County), as governing body of the County, the Consolidated Fire Protection District of Los Angeles County, the Los Angeles County Flood Control District, and on behalf of Road District No. 5, and the LA County Library; the City Council of the City; and the governing bodies of the Greater Los Angeles County Vector Control District, the Santa Clarita Valley Sanitation District of Los Angeles County, the Antelope Valley Resource Conservation District, and the Santa Clarita Valley Water Agency, have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation of the unincorporated territory identified as Reorganization 2020-01, detachment from County Road District No. 5, and withdrawal from the LA County Library, is as set forth below;

WHEREAS, the area proposed for annexation includes a benefit assessment area formed pursuant to the Benefit Assessment Act of 1982 (California Government Code Sections 54703 et seq.), known as Drainage Benefit Assessment Area (DBAA) No. 35;

WHEREAS, DBAA No. 35 was established for the purpose of collecting annual assessments from parcels located in Tesoro Del Valle, to pay for the operation and maintenance of drainage improvements consisting of biofiltration basins and associated access roads, vegetated swales, proprietary Modular Wetland Systems, and associated low flow conveyance piping, as more particularly described in the "DRAINAGE BENEFIT ASSESSMENT AREA (DBAA) NO. 35 ENGINEER'S REPORT, TESORO DEL VALLE MASTER PLAN PROJECT TRACT NO. 51644-1" (Drainage Improvements), serving the parcels in subdivision Tract No. 51644-1;

WHEREAS, construction of the Drainage Improvements has not been completed as of the date of this joint resolution, but their completion is required pursuant to a subdivision improvement agreement and secured by performance bonds;

WHEREAS, the area proposed for annexation includes storm drains, street, sewer facilities, and water quality facilities in the Tesoro Highlands Vesting Tentative Tract Map (VTTM) No. 51644-1 (Tesoro Highlands Subdivision) which are in various stages of completion, ranging from initial planning to constructed, which the County intends, and the City agrees, shall be transferred or assigned as provided in this resolution;

WHEREAS, the area proposed for annexation includes the Tesoro Highlands Subdivision, the maps for which the County and City agree shall be reviewed and approved as provided in this resolution;

WHEREAS, portions of the area proposed for annexation are located in a Federal Emergency Management Area (FEMA) designated area of special flood hazard and regulatory floodway;

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

WHEREAS, the City and the Los Angeles County Flood Control District are parties to an existing maintenance agreement, Agreement No. CBRP20160323-01, pertaining to the maintenance of trash excluder devices (i.e., any device which partially blocks the opening or outlet of a catch basin to prevent trash from entering the storm drain system, including Connector Pipe Screen devices, installed at the opening of or

inside any catch basin owned by the Los Angeles County Flood Control District) located within the City;

WHEREAS, storm drains, basins and other flood protection improvements (Flood Protection Improvements), sewers, sewer infrastructure and water quality facilities (collectively, Facilities) are proposed to be constructed within the area proposed for annexation by the developer of subdivision VTTM No. 51644-1;

WHEREAS, some Flood Protection Improvements have not been completed as of the date of this joint resolution, but their construction is required pursuant to a subdivision improvement agreement and secured by performance bonds;

WHEREAS, the area proposed for annexation includes Facilities that have been already constructed, installed, or accepted by the County, the County intends, and the City agrees, the ownership of and responsibility for such Facilities shall be transferred to the City as provided in this resolution;

WHEREAS, the area proposed for annexation includes roads, road-related facilities and improvements and road easements which have been or are to be transferred to the County, the County intends, and the City agrees the ownership and responsibility for such roads, road-related facilities and improvements and road easements will be transferred to the City;

WHEREAS, the County intends, and the City agrees, that the City will assume ownership and responsibility for any easements, other than storm drain easements, that are located in the area proposed for annexation that have not already been accepted by the County;

WHEREAS, the County intends, and the City agrees, the County shall retain any fees paid into the Valencia Bridge and Major Thoroughfare Construction Fee District (VBMT District) for the area proposed to be annexed prior to the date of the annexation; and

WHEREAS, the annexation area of Reorganization 2020-01 includes streets and appurtenant street assets including traffic signs, pavement markings, curb markings, raised pavement markers, and traffic signals already constructed, installed, or accepted by the County, which the County intends, and the City agrees, the ownership of and responsibility for shall be transferred to the City as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenue between the County and the City, resulting from Reorganization 2020-01 is approved and accepted.

2. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2020-01 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue received by County Road District No. 5, attributable to

Reorganization 2020-01, shall be transferred to the County, and the County Road District No. 5 share in the annexation area shall be reduced to zero.

3. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization2020-01 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, a base of One Hundred, Ninety-Eight Thousand, Five Hundred, and Twenty-Nine Dollars (\$198,529) in property tax revenue attributable to the LA County Library, within the territory of Reorganization2020-01, shall be transferred to the City-Santa Clarita Library Fund, and the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization2020-01 territory shall be transferred from the LA County Library to the City-Santa Clarita Library Fund as shown below, and the LA County Library's share in the annexation area shall be reduced to zero.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the City	Tax Rate Area	Annual Tax Increment Ratio Transfer to the City	Tax Rate Area	Annual Tax Increment Ratio Transfer to the City
2477	0.028192949	13699	0.028139617	13762	0.028098851
6789	0.028683695	13700	0.028098851	14812	0.02819295
6828	0.028306067	13701	0.028139617	14865	0.028194058
6832	0.028590949	13702	0.028099952	15426	0.028234941
8723	0.031188135	13703	0.028171837	15640	0.028139617
13348	0.027872598	13704	0.028139617	15641	0.028192949
13349	0.030371569	13705	0.028139617	15839	0.028099952
13350	0.030790135	13706	0.028098253	15840	0.028098851
13351	0.028235317	13707	0.028139617	16129	0.028098851
13352	0.028192949	13761	0.028099952	16130	0.028098253
13697	0.028139617				

4. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization2020-01 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax growth as shown below shall be transferred from the affected taxing entities to the Greater Los Angeles County Vector Control District ("District") as a result of Reorganization No. 2020-01 to the District. The other affected taxing entities' share of property tax growth in the Tax Rate Areas shall be adjusted to reflect transfer to the District:

Tax Rate Area	Annual Tax Increment Ratio Transfer to the District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the District	Tax Rate Area	Annual Tax Increment Ratio Transfer to the District
6789	0.000155906	13352	0.000155779	13707	0.000155906
6832	0.000155779	13697	0.000155906	15426	0.000155906
8723	0.000150369	13699	0.000155906	15640	0.000155906
13348	0.000153714	13701	0.000155906	15641	0.000155768
13349	0.000148085	13704	0.000155906	16130	0.000155779
13350	0.000150369	13705	0.000155906		
13351	0.000155906	13706	0.000155779		

5. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2020-01 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, Three Hundred, Seventy-Six Thousand, Six Hundred, and Eighty-One Dollars (\$376,681) in base property tax revenue shall be transferred from the County to the City.

6. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2020-01 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Reorganization 2020-01 territory shall be transferred from the County to the City as shown below and the County's share shall be reduced accordingly:

Tax Rate Area	Annual Tax Increment Ratio Transfer to the City	Tax Rate Area	Annual Tax Increment Ratio Transfer to the City	Tax Rate Area	Annual Tax Increment Ratio Transfer to the City
2477	0.052904526	13699	0.051797893	13762	0.052712857
6789	0.059909032	13700	0.052712857	14812	0.052904526
6828	0.053041833	13701	0.051797893	14865	0.052901333
6832	0.054094259	13702	0.052709665	15426	0.051970954
8723	0.075371378	13703	0.063257765	15640	0.051797893
13348	0.048239167	13704	0.051797893	15641	0.051714162
13349	0.056961323	13705	0.051797893	15839	0.052709665
13350	0.062863824	13706	0.05152837	15840	0.052712857
13351	0.051971664	13707	0.051797893	16129	0.052712857
13352	0.051714163	13761	0.052709665	16130	0.05152837
13697	0.051797893				

7. The City agrees that upon completion of the Drainage Improvements, as evidenced by written notice from the County, the City will take ownership of and responsibility for the operation and maintenance of the Drainage Improvements.

8. For the first fiscal year commencing after the completion of the Drainage Improvements, as evidenced by written notice from the County, and every fiscal year thereafter, the City shall be responsible for the administration of DBAA No. 35, including the collection of the annual assessments.

9. The City acknowledges and agrees that from and after the effective date of Reorganization 2020-01, the City will be solely responsible for the enforcement of federal, state and municipal flood plain management regulations within the area annexed pursuant to Reorganization 2020-01 and shall assume all responsibility for administering and ensuring compliance with the requirements of the National Flood Insurance Program in connection with the annexed area.

10. From and after the effective date of Reorganization 2020-01, the City shall assume responsibility for compliance with the requirements and obligations of the MS4 Permit as they relate to the area annexed pursuant to Reorganization 2020-01.

11. Promptly after the effective date of Reorganization 2020-01, the City shall amend the Watershed Management Program for the Upper Santa Clara River Watershed to reflect that the area annexed pursuant to Reorganization 2020-01 is within the jurisdiction of the City.

12. Promptly after the effective date of Reorganization 2020-01, the City shall amend the Coordinated Integrated Monitoring Program for the Upper Santa Clara River Watershed to reflect that the area annexed pursuant to Reorganization 2020-01 is within the jurisdiction of the City.

13. Promptly after the effective date of Reorganization 2020-01, City shall amend the existing cost-sharing Memorandum of Understanding for the Upper Santa Clara River Watershed group to reflect that the area annexed pursuant to Reorganization 2020-01 is within the jurisdiction of the City.

14. From and after the effective date of Reorganization 2020-01, the City shall assume ownership of and responsibility for all trash excluder devices (i.e., any device which partially blocks the opening or outlet of a catch basin to prevent trash from entering the storm drain system, including Connector Pipe Screen devices, installed at the opening of or inside any catch basin owned by the Los Angeles County Flood Control District) located in the area annexed pursuant to Reorganization 2020-01, and shall promptly amend the existing maintenance agreement (Agreement No. CBRP20160323-01) with the Los Angeles County Flood Control District to add the catch basins located within the annexation area.

15. The City ensures that Tesoro del Valle provides a secondary emergency means of road access to the adjacent unincorporated Tapia Ranch tract subdivision project, TR53822.

16. The City agrees that it will satisfy conditions necessary for parcel map and grading plan approval.

17. Upon the effective date of annexation, the City agrees that responsibility for maintaining hillside and ridgeline protections standards specified in the Castaic Area Community Standards District as described and defined in the Los Angeles County Code shall be transferred to and assumed by the City.

18. Upon the effective date of annexation, the City agrees that responsibility for maintaining ridgeline protections, grading limitations, and development standards for residential projects specified in the San Francisquito Community Standards District as described and defined in the Los Angeles County Code shall be transferred to and assumed by the City.

19. Upon the effective date of annexation, the City shall assume responsibility for implementing and enforcing the Mitigation Monitoring and Reporting Program ("MMRP") included in the Environmental Impact Report as certified and approved by the County for the Tesoro Del Valle project in November, 2018.

20. The City agrees that that it will abide by and maintain all of the protections listed as mitigation measures with respect to the Santa Clara River Significant Ecological Area.

21. The Regional Housing Needs Assessment allocation for the area shall be transferred from the County to the City. Accordingly, 820 "above-moderate income" units shall be transferred from the County to the City as a result of the annexation.

22. In addition to the mitigation measures detailed in the MMRP, the City shall assume responsibility for enforcing any conditions of approval and map conditions that were required as part of the project entitlements.

23. From and after the effective date of Reorganization 2020-01, the City shall assume ownership of and responsibility for all streets and appurtenant street assets including traffic signs, pavement markings, curb markings, raised pavement markers, and traffic signals already constructed, installed, or accepted by the County and located in the area annexed by the City pursuant to Reorganization 2020-01.

24. The County Lighting Districts are impacted by the Reorganization No. 2020-01 (Tesoro Del Valle). Upon approval of Reorganization No. 2020-01, those portions of County Lighting Maintenance District 1687 and County Lighting District LLA-1 (Unincorporated Zone) located within the proposed annexation boundary shall be withdrawn from County Lighting Maintenance District 1687 and detached from County Lighting District LLA-1 (Unincorporated Zone), respectively. The responsibility for the

administration, operation, and maintenance of the existing streetlights located therein shall be transferred to the City effective upon the date of the jurisdictional change

25. From and after the effective date of Reorganization 2020-01, the City shall assume ownership of and responsibility for all Facilities already constructed, installed, or accepted by the County and located in the area annexed by the City pursuant to Reorganization 2020-01.

26. From and after the effective date of Reorganization 2020-01, the City shall be responsible for accepting the dedication of any Flood Protection Improvements within the area annexed pursuant to Reorganization 2020-01 that are completed after the effective date of Reorganization 2020-01. After acceptance by the City, the City may request the Los Angeles County Flood Control District to accept the transfer of any such Flood Protection Improvements.

27. From and after the effective date of Reorganization 2020-01, the City shall assume ownership of and responsibility for all road, road-related facilities and improvements and any road easements already constructed, installed, or accepted by the County and located in the area annexed by the City pursuant to Reorganization 2020-01.

28. From and after the effective date of Reorganization 2020-01, the County shall retain fees paid for the area to be annexed into the VBMT District prior to the date of annexation.

29. Facilities, roads, road-related facilities and improvements, streets and appurtenant street assets the Tesoro Highlands Subdivision that have been cleared for construction or started construction but not accepted by the County, upon the date of annexation, shall continue to require construction inspection by the County. However, the City shall have final approval and be required to accept the Facilities upon final approval. Notwithstanding, the County shall have the authority to assign, and the City shall accept the assignment of the Multiple Agreements and related security for the Subdivisions' Facilities. The City would then assume all further approval and acceptance responsibilities of those Facilities.

30. Facilities, roads, road-related facilities and improvements, streets and appurtenant street assets for the Tesoro Highlands Subdivision that have not been cleared for construction but have involved County review, upon the date of annexation, shall continue to require review by the County for the County review fees paid thus far. However, the City shall, after County review fees have been exhausted, collect any necessary additional review fees, perform the remaining reviews, and have final review and approval of the plans, and be required to permit, inspect, and accept the Facilities upon final approval. Notwithstanding, the County shall have the authority to assign, and the City shall accept the assignment of the Multiple Agreements and related security for the Subdivisions' Facilities. The City would then assume all further approval and acceptance responsibilities of those Facilities.

31. Upon the effective date of annexation, the County shall continue to review the remaining Tesoro Highlands Subdivision maps until the paid County review fees have been exhausted. However, the City shall, after County review fees have been exhausted, collect any necessary additional review fees, perform the remaining reviews, and have final review and approval of the maps and be required to accept the Final Maps upon final approval.

32. The County and City each agree to take such further actions as necessary to effectuate and implement the terms of this resolution in good faith.

The foregoing resolution was on the _____ day of _____, 2022, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

CELIA ZAVALA, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By _____
Deputy

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____,
2022 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

Greater Los Angeles County Vector Control District

Signature

Print Name and Title

ATTEST:

Secretary

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____,
2022 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

Santa Clarita Valley Sanitation District
of Los Angeles County

Signature

Print Name and Title

ATTEST:

Secretary

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____,
2022 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

Antelope Valley Resource Conservation District

Signature

Print Name and Title

ATTEST:

Secretary

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____,
2022 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

Santa Clarita Valley Water Agency

Signature

Print Name and Title

ATTEST:

Secretary

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(Signed in Counterpart)

TESORO ADOBE HISTORIC PARK TRANSFER AGREEMENT

This Transfer Agreement ("Agreement") is made and entered into this ____ day of _____ 2022, by and between the City of Santa Clarita, a municipal corporation ("City"), and the County of Los Angeles ("County") a body politic and corporate (collectively "Parties"), pursuant to Government Code Section 25550.5, regarding the conveyance of real property. This Agreement is made with reference to the following facts:

- A. County is the owner of three individual park property known as Tesoro Adobe Historic Park (the "Park Property"), as legally described in Exhibit A-1 and depicted in Exhibit A-2 and incorporated herein.
- B. City desires the Park Property for public park and recreation purposes, and County is willing to quitclaim its interest in the Park Property, subject to the terms and conditions contained in this Agreement, and the Quitclaim Deed (the Quitclaim Deed") attached as Exhibit A and incorporated herein.
- C. City agrees to accept the Park Property for the purpose of incorporating them into the City's park system.

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

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

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

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

4. **Condition of Title to Park Property**. Except as otherwise expressly provided in this Agreement, the City is acquiring the Park Property "AS IS" and "WITH ALL FAULTS" in their present state and conditions as of the Closing. Except for the express representations and warranties set forth herein, each party agrees that the other has not made, does not make, and specifically negates and disclaims any representations or warranties of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the property being

conveyed by it hereunder (including, without limitation, any warranty of merchantability, habitability, or fitness for a particular purpose).

5. Warranties of County. County warrants that:

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

6. Closing Date and Recordation. The closing date ("Closing Date") shall occur in conjunction with the City completing its official annexation of the Park Property into the City's borders, anticipated to occur in the Summer of 2022.

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

7. Coordination.

- a. The Parties agree to amend the existing cooperate and Reciprocal Easement And Joint Use Agreement with Montalvo Properties LLC and Tesoro del Valle Master Homeowners Association for the purpose of replacing the County with the City.
- b. The Parties agree to complete an Assumption and Assignment of Grant Agreement for Los Angeles Regional Parks Open Space District Project P-129-16-2596.

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

9. Default Regarding Use of County Lobbyists. City and each County Lobbyist or County Lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by City shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of State or any County Lobbyist or County

Lobbying firm retained by State to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

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

City: Deputy City Manager
City of Santa Clarita
23920 Valencia Boulevard, Suite 300
Santa Clarita, CA 91355

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **Final Agreement**. This Agreement and the exhibits attached hereto, contains the entire agreement of the parties with respect to the transaction contemplated hereby and supersedes any prior agreement, oral or written, between City and County, about the subject matter hereof. No contemporaneous or subsequent agreement, amendment, representation or promise made by either party hereto, or by or to any employee, officer,

COUNTY DPR Version 7/20/22

agent, or representative of either party, shall be of any effect unless it is in writing and executed by the parties hereto.

(SIGNATURE PAGE FOLLOWS)

COUNTY DPR Version 7/20/22

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

County of Los Angeles,
a body corporate and politic

City of Santa Clarita

By: _____
Supervisor Holly Mitchell
Chair, Board of Supervisors

By: _____
Title: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
Acting, County Counsel:

APPROVED AS TO FORM:
City Attorney

By: _____
Rory LoAllen, Deputy

By: _____
Title: _____

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

By: _____
Narine Hakobyan, Deputy

**EXHIBIT A
QUITCLAIM DEED**

[To be attached]

QUIT CLAIM CONDITIONS

SUBJECT TO:

1. All taxes, interest, penalties and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
3. The Preservation Covenant. [To be attached - See 2005 Quitclaim Deed]
4. Los Angeles County Regional Park and Open Space District Grant Agreement for Project number P-129-16-2596 ("Tesoro Adobe Improvement Project").
5. The County's rights and responsibilities under the Reciprocal Joint Use Agreement and Conservation Easement. [To be attached]

CONDITIONS:

1. The condition that the Property is to be maintained for public recreation, park, historic preservation, or open space purposes only.
2. The condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory.
3. In the event that the Grantee is not in compliance with any of these conditions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

EXHIBIT B
CITY OF SANTA CLARITA CERTIFICATE OF ACCEPTANCE

This is to certify that the attached interest in real property conveyed by the Quitclaim Deed dated _____ 2022, by the COUNTY OF LOS ANGELES, a body corporate and politic, to the CITY OF SANTA CLARITA, a municipal corporation and/or government agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Santa Clarita, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____

Approved as to Form:

By: _____
City Attorney

Dated: _____

RECORDING REQUESTED BY:

COUNTY OF LOS ANGELES

WHEN RECORDED MAIL TO:

City of Santa Clarita
23920 Valencia Blvd., Suite 300
Santa Clarita, CA 91355
Attention: Deputy City Manager

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

Assessor's Parcel No.: 3244-160-900

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

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic ("County")**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in sections A and B below, does hereby surrender, quitclaim and release to:

The City of Santa Clarita, a municipal corporation ("Grantee"),

all of the County's right, title and interest in and to the described real property, ("Property") excepting all oil, gas, coal, hydrocarbons, minerals, mineral rights asphaltum and hydrocarbon substances as previously reserved in various deeds of record. And excepting all right, title and interest in and to the water, water rights or interest therein appurtenant or relating to the Property. But without reserving any right for Grantor to enter upon the surface of land.

The Property is located in unincorporated area planned for annexation by the City of Santa Clarita, County of Los Angeles, State of California, and is further legally described in Exhibit A-1 and depicted in Exhibit A-2 both are incorporated herein by reference as though set forth in full.

A. SUBJECT TO GRANTEE'S ASSUMPTION OF:

1. All taxes, interest, penalties and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
3. The Preservation Covenant attached as Exhibit B.

4. Los Angeles County Regional Park and Open Space District Grant Agreement for Project number P-129-16-2596 ("Tesoro Adobe Improvement Project").
5. The County's rights and responsibilities under the Reciprocal Joint Use Agreement and Conservation Easement attached as Exhibit D.

B. SUBJECT TO THE FOLLOWING CONDITIONS:

1. The condition that the Property is to be maintained for public recreation, park, historic preservation, or open space purposes only.
2. The condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory.
3. In the event that the Grantee is not in compliance with any of these conditions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed as of _____.

GRANTOR:

County of Los Angeles

By: _____
Norma E. García-González, Director
Parks and Recreation

APPROVED AS TO FORM:
DAWYN R HARRISON
Acting, County Counsel

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

By: _____
Rory LoAllen, Deputy

By: _____
Narine Hakobyan, Deputy

EXHIBITS:

Exhibit A-1: Legal Description for the Property

Exhibit A-2: Map for the Property

RECORDING REQUESTED BY:

COUNTY OF LOS ANGELES

WHEN RECORDED MAIL TO:

City of Santa Clarita
23920 Valencia Blvd., Suite 300
Santa Clarita, CA 91355
Attention: Deputy City Manager

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

Assessor's Parcel No.: 3244-160-900

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

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic ("County")**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in sections A and B below, does hereby surrender, quitclaim and release to:

The City of Santa Clarita, a municipal corporation ("Grantee"),

all of the County's right, title and interest in and to the described real property, ("Property") excepting all oil, gas, coal, hydrocarbons, minerals, mineral rights asphaltum and hydrocarbon substances as previously reserved in various deeds of record. And excepting all right, title and interest in and to the water, water rights or interest therein appurtenant or relating to the Property. But without reserving any right for Grantor to enter upon the surface of land.

The Property is located in unincorporated area planned for annexation by the City of Santa Clarita, County of Los Angeles, State of California, and is further legally described in Exhibit A incorporated herein by reference as though set forth in full.

A. SUBJECT TO GRANTEE'S ASSUMPTION OF:

1. All taxes, interest, penalties and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
3. The Preservation Covenant attached as Exhibit B.

4. Los Angeles County Regional Park and Open Space District Grant Agreement for Project number P-129-16-2596 ("Tesoro Adobe Improvement Project").
5. The County's rights and responsibilities under the Reciprocal Joint Use Agreement and Conservation Easement attached as Exhibit D.

B. SUBJECT TO THE FOLLOWING CONDITIONS:

1. The condition that the Property is to be maintained for public recreation, park, historic preservation, or open space purposes only.
2. The condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory.
3. In the event that the Grantee is not in compliance with any of these conditions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed as of _____.

GRANTOR:

County of Los Angeles

By: _____
Norma E. García-González, Director
Parks and Recreation

APPROVED AS TO FORM:
DAWYN R HARRISON
Acting, County Counsel

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

By: _____
Rory LoAllen, Deputy

By: _____
Narine Hakobyan, Deputy

EXHIBITS:

Exhibit A-1: Legal Description for the Property

Exhibit A-2: Map for the Property

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lot 5 of Tract 51644-05 in the County of Los Angeles, State of California, as per map recorded in Book 1273, Pages 7 through 16, inclusive, of Miscellaneous Records (Maps) in the Office of the County Records of said County.

Exhibit B Preservation Covenant

The undersigned Grantee hereby covenants on behalf of itself, its successors and assigns, to preserve and maintain those certain historical structures, located on the Property described on the Grant Deed to which this Preservation Covenant is attached (the "Historical Site"), consisting of an adobe ranch house, three other adobe structures and one wood-frame structure (the "Historical Structures"), each identified in a Structural Evaluation Report for Tesoro del Valle Project, Clougherty Ranch, dated April 4, 1996, prepared by Melvyn Green and Associates, Inc., as such Historical Structures have been relocated and rehabilitated by Grantor, in order to preserve and enhance those qualities that make the Historical Structures eligible for inclusion in the National Register of Historical Places and to provide public access to the Historical Site. This covenant and the covenants listed below shall be binding servitudes upon the Historical Site and shall be deemed to run with the land.

- (1) Except for ordinary maintenance and repair, no construction, alteration, remodeling, demolition or other action ("alterations") shall be undertaken unless such alterations are consistent with the Secretary of the Interior's Standards for Rehabilitation.
- (2) Grantee will take prompt action as and when required to secure the Historical Structures from the elements, vandalism, or arson and will make any emergency stabilization. Grantee will make every effort to retain or reuse, to the extent practicable, the Historic Structures.
- (3) Grantee shall provide the California State Historic Preservation Officer ("SHPO"), a written summary of actions taken to implement the provisions of this Preservation Covenant within one (1) year after the effective date of transfer of the Historical Structures.
- (4) Grantee may modify for good cause any or all of the foregoing restrictions.
- (5) Grantee shall make the Historical Site open to the public on a regular and continuous basis in response to public demand for said access, but in no event less than twelve (12) days per year, and at such other times by appointment to permit persons affiliated with educational organizations, professional architectural associations and historical societies to study the Historical Structures. Any such public admission may be subject to restrictions as reasonably designed for the protection and maintenance of the Historical Structures. Such admission may also be subject to a reasonable fee.
- (6) In the event of damage resulting from casualty, as defined in Section 165(c)(3) of the Internal Revenue Code, which is of such magnitude and extent as to render repairs or reconstruction of the Historical Structures using all applicable insurance proceeds impractical or infeasible, then
 - (i) Grantee may elect to repair or reconstruct the Historical Structures using insurance proceeds, donations or other funds received by Grantee on account of such casualty, but otherwise at its own expense; or
 - (ii) Grantee may elect to salvage any portion of the Historical Structures and remove them from the Historical Site. In the event that all of the Historical Structures shall be removed from the Historical Site, the Historical Site shall be subject to the supervisory powers over charitable trusts held by the State of California Attorney General under California law. It shall be the responsibility of the Attorney General to appoint a viable entity capable of fulfilling the terms and conditions of this Preservation Covenant.

This covenant is binding on Grantee, its successors and assigns, in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by Grantee, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in the Historical Site, or any part thereof. To the fullest extent permitted by law and equity, Grantor and its successors in office shall have the right to enforce the foregoing covenants. Grantor and its successors in office shall be entitled to institute legal action to enforce performance and observance of these covenants, enjoin acts which violate these covenants, and exercise any other legal or equitable right or remedy with respect to covenants. These rights and remedies may be exercised separately or in connection.

Exhibit C

Tesoro Adobe Improvement Project Grant Agreement

**Los Angeles County Regional
Park and Open Space District
Grant Agreement for Project number P-129-16-2596**



**LOS ANGELES COUNTY
REGIONAL PARK AND
OPEN SPACE DISTRICT**

RPOSD.lacounty.gov
ParksProjects.lacounty.org
twitter.com/RPOSD

510 South Vermont Avenue • Room 230 • Los Angeles • CA 90020-1975 (213) 738-2981

June 21, 2016

Francine Choi, Grants Section Head
County of Los Angeles Dept. of Parks and Recreation
433 South Vermont Avenue
Los Angeles, CA 90020

Dear Ms. Choi:

**County of Los Angeles – Proposition A
Grant Project Executed Agreement
Tesoro Adobe Improvement Project
Project number P129-16-2596**

Enclosed is the executed Project Agreement V-16 that extends the performance end date to December 31, 2017, states the project scope and the grant amount to \$100,000. Please submit all remaining documents to the District before the expiration date or notify me promptly if there will be a delay.

If you have any questions, I may be reached at (213) 351-5096 or email me shsi@parks.lacounty.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Suzie Hsi".

Suzie Hsi
Program Manager
Grants Section

Enclosure (1 original)

PROJECT AGREEMENT-V16**Los Angeles County Regional Park and Open Space District Grant**

(From the Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection ("the 1992 Proposition"), which voters approved on November 3, 1992; and Los Angeles County Proposition A, Safe Neighborhood Parks Act ("the 1996 Proposition"), which voters approved on November 5, 1996.

Grant No.: P129-16-2596

The Grantee listed below ("Grantee") and the Los Angeles County Regional Park and Open Space District ("the District") do hereby enter into this Project Agreement-V16 ("this Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Description of the Project and the District, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to the Propositions, agrees to fund the project up to the total grant amount indicated.

Grantee: LA County - Parks & Recreation**Project Name:** Tesoro Adobe Improvements Project**Grant Amount:** One hundred thousand dollars (\$100,000.00)**Awarded pursuant to Funding Identification Code(s):** 4. I. 5. A.**Description of Project:**

The scope of work consists of rehabilitation of the Ranch House Museum and other park buildings; purchase and installation of utilities, finishes, fixtures; and related improvements.

Project Performance Period: FROM: 12/15/2015 TO: 12/31/2017

Special Provisions

General Provisions

A. Definitions

1. The term "Grantee" as used herein means the party described as Grantee on Page 1 of this Agreement and any future successor(s).
2. The term "Application" as used herein means the individual application, and its required attachments, for the grant identified on Page 1 of this Agreement.
3. The term "Board of Supervisors" means the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the District.
4. The term "District" as used herein means the Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of the County of Los Angeles Department of Parks and Recreation shall administer this contract on behalf of the District.
5. The term "Procedural Guide" as used herein means the Procedural Guide(s), and any subsequent amendments or changes thereto, issued by the District for grants awarded pursuant to the section(s) of the Propositions as described on Page 1 of this Agreement.
6. The term "Project" as used herein means the Project that is described on Page 1 of this Agreement.
7. The term "Propositions" as used herein means Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection, which voters approved on November 3, 1992 and Los Angeles County Proposition A, Safe Neighborhood Parks, which voters approved on November 5, 1996.

B. Project Execution

1. Subject to the availability of grant monies from the Propositions, the District hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on Page 1 in consideration of, and on the condition that the sum be expended in carrying out, the purposes set forth in the Description of Project on Page 1 and under the terms and conditions set forth in this Agreement, the Propositions (see Attachment A) and the attached Application (see Attachment B).

Grantee agrees to furnish any additional funds that may be necessary to complete the Project. Grantee agrees to budget and appropriate annually, in each fiscal year until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Agreement.
2. Grantee agrees to complete the Project in accordance with the time of Project performance as set forth on Page 1, and under the terms and conditions of this Agreement and the Procedural Guide. The time of Project performance may be extended upon mutual agreement, in writing, of the Grantee and District. The requirements of the Propositions and of this Agreement last in perpetuity and may be enforced by the District at any time.
3. Grantee shall comply as lead agency with the California Environmental Quality Act, Public Resources Code, Section 21000, et. seq. Prior to submitting requests for reimbursement of actual construction or acquisition costs, Grantee agrees to file with the District a copy of the Mitigated Environmental Impact Report or Negative Declaration along with a response from the State Clearinghouse, if required; and a copy of the Notice of Determination filed with, and stamped by, the County Clerk; or, if the Project is categorically exempt, then a copy of the Notice of Exemption filed with, and stamped by, the County Clerk, or at the District's sole discretion, other written certification of exemption as deemed acceptable by the District.

4. Grantee agrees that, prior to incurring actual development and/or acquisition costs, it will submit all requested development and/or acquisition documents to the District for prior review and approval.
5. Grantee shall use monies allocated in this Agreement, to the maximum extent practical, to employ youth from the community in which the Project is being carried out. Grantee is encouraged, and has authority to use said monies, to provide funding through agreements with community conservation corps, the California Conservation Corps and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried on in their own communities. Such agreements shall be entered into solely for the accomplishment of the Project described on Page 1 of this Agreement.

Therefore, prior to requesting reimbursement for actual construction, development or acquisition costs, Grantee must submit a report to the District describing its efforts to employ youth in the community. The report shall contain, at a minimum, the number and approximate age of youth to be employed at each stage of the Project, a description of the work the youth will perform, the process by which the youth shall be employed, the amount the youth will be paid and, the name of any organizations or agencies that will supply youth to be employed on the Project, as well as a description of Grantee's efforts to employ youth in every stage of the Project.

Grantee must comply fully with all State and Federal laws regarding the employment of youth on the Project.

Notwithstanding the above, the District reserves the right to establish goals for the employment of youth if, in the District's opinion, it is necessary to do so in order to accomplish the purposes of the Propositions.

6. Grantee agrees to file with the District copies of any contracts or agreements executed for work on the Project. Grantee further agrees that it will make a good faith effort to recruit and promote minority-owned and women-owned businesses to participate in the process for the award of any contracts or agreements executed for work on the Project.

Therefore, when filing with the District a copy of any contract or agreement for work on the Project, said copy will be accompanied, at a minimum, by a description of the process used for identifying minority and women contractors or vendors; a list of firms from which the Grantee solicited or received offers; and comparative statistics regarding the minority and women participation and percentage of minority and women ownership of each contractor and subcontractor working on the Project. In addition, said copy will be accompanied by a statement affirming that, on final analysis and consideration of award, contractor or vendor was selected without regard to race, color, creed or gender, unless City, State or Federal laws and/or regulations or court decisions require otherwise, in which case the Grantee will state the applicable reason. Grantee further agrees to retain on file, and to make available to the District on request, statistical information regarding the minority and women participation and percentage of minority and women ownership in each firm participating in the bidding process.

7. Grantee agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
8. Grantee agrees to permit the District to make periodic site visits to determine if development and/or work is in accordance with the approved plans and specifications, or force account schedule, including a final inspection upon Project completion.
9. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Grantee and the District.
10. If the Project includes acquisition of real property, Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review upon the District's request.
11. If the Project includes acquisition of real property, Grantee agrees to furnish the District preliminary title reports respecting such real property or such other evidence of title that the District determines to be sufficient.

Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of the District might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

12. If the Project includes landscaping, Grantee shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, unless Grantee can show, to the District's satisfaction, that it is infeasible to do so.
13. To the maximum extent feasible, grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Propositions, a deed restriction requiring compliance with the Propositions and this Agreement, in perpetuity.

C. Project Costs

The grant money provided under this program may be disbursed as follows:

1. If the Project includes acquisition of real property, the District may disburse to Grantee the grant monies as follows, but not to exceed, in any event, the District grant amount set forth on Page 1 of this Agreement:
 - a. When acquisition is by negotiated purchase, the District may disburse the amount of the District-approved purchase price together with District-approved costs of acquisition. The District-approved purchase price shall not exceed the value contained in a valid appraisal report, unless the District agrees, in advance, to the higher price.
 - b. When acquisition is allowed pursuant to the Propositions through eminent domain proceedings, the District may disburse the amount of the total award, as provided for in the final order of condemnation, together with District-approved costs of acquisition. Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
 - c. In the event Grantee abandons such eminent domain proceedings, Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.
2. If the Project includes development, after the completion of the Project or any phase or unit thereof, the District will disburse funds to Grantee only after the District has reviewed and approved all requested development documents and has received from Grantee a statement of incurred costs. The District may disburse funds in the amount of District-approved incurred costs shown on such statement, but not to exceed the District grant amount set forth on Page 1 of this Agreement, or any remaining portion of the grant amount.

The statements to be submitted by Grantee shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction contract or by force account. Statements shall not be submitted more frequently than once a month, unless the District requests otherwise.

The District must approve modifications of the development plans and specifications and/or force account schedule prior to any deviation from the District-approved plans and specifications, and/or force account schedule, unless previously authorized by the District.

3. The District may retain up to ten (10) percent of the grant amount pending project completion and verification that the Grantee has satisfied all terms and conditions of this Agreement. Within three (3) months of Project completion, Grantee must submit final project documents. The District will not make final payment, including but not limited to the ten percent retention, until it has received all closing documents from the Grantee and has made a final Project inspection. At the District's discretion, the District also may perform an audit of Grantee's Project expenditures before final payment is made. Nothing in this section precludes the District from performing an audit of Project expenditures at a later date in accordance with Section I of this Agreement.

D. Project Administration

1. Grantee agrees to promptly submit any reports that the District may request. In any event, Grantee shall provide

to the District a report showing total final Project expenditures.

2. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon the District's request in perpetuity.
3. Grantee agrees to use any monies disbursed by the District under the terms of this Agreement solely for the Project herein described.
4. Any non-recreational use of a Project must be preapproved in writing by the District, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless the District approves otherwise in writing.
5. Grantee also agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project, unless the District approves otherwise in writing.

Grantee agrees to submit for prior District review and approval any and all existing or proposed operating agreements, leases, concession agreements, management contracts or similar arrangements with non-governmental entities, and any existing or proposed amendments or modifications thereto, as they relate to the project or the project site in perpetuity.

Grantee further agrees not to enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in the District's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds.

6. Grantee agrees that, upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, Grantee will require said contractor to carry adequate insurance required by the District and naming the District as an additional insured. In addition, said insurance must require that Grantee and the District be given thirty (30) days advance written notice of any modification or cancellation of said insurance. Grantee agrees to submit proof of such insurance to the District for its prior approval.
7. Grantee and District will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. In the case that the Project involves acquisition of property, however, both the District and Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

In the event that the District is required to defend an action on a Public Records Act request for any of the contents of an Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.

8. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of the District, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
9. If Grantee receives the prior permission of the District, acting through the Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Grantee shall reimburse the District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2)

the fair market value of the real property; or 3) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

If the property sold or otherwise disposed of with the prior permission of the District, acting through the Board of Supervisors, is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then Grantee shall reimburse the District an amount equal to the greater of: 1) an amount equal to the proceeds; or 2) the fair market value.

10. With the written consent of the District, the Grantee may transfer property acquired, developed, improved, rehabilitated or restored with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire, develop, improve or restore real property for park, wildlife, recreation, open space, or gang prevention and intervention purposes; or to the National Park Service, provided that any proposed successor agrees to assume the obligations imposed under the Propositions and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse the District as described in Section D, Paragraph 10 of this Agreement. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written agreement with the District and agreed to comply with the terms of the Propositions and this Agreement.

E. Project Completion and Enforcement

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement, or any other agreement established pursuant to the Propositions, may be cause for suspension or termination of all obligations of the District hereunder.
3. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the District hereunder if, in the judgment of the District, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. The Grantee's full compliance with the terms of this Agreement will have significant benefits to the District, and to the property and quality of life therein, through the preservation and protection of beach, wildlife, park, recreation and natural lands of the District, provision of safer recreation areas for all residents, prevention of gangs, development and improvement of recreation facilities for senior citizens, the planting of trees, construction of trails, and/or restoration of rivers and streams. Because such benefits exceed, to an immeasurable and un-ascertainable extent, the amount of grant monies that the District furnishes under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the District of an amount equal to the amount of the grant monies disbursed under this Agreement by the District would be inadequate compensation to the District for any breach by the Grantee of this Agreement. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, with an injunction against any breaching conduct, unless otherwise agreed to by the District. Nothing in this Section shall limit in any way the District's legal or equitable remedies under this Agreement or any other remedy available by law. No delay or omission by the District in the exercise of any right or remedy upon any breach by Grantee shall impair in any way the District's right to enforce the terms of this Agreement, nor be construed as a waiver.
5. Grantee and the District agree that, if the Project includes development, final payment may not be made until the Project conforms substantially with this Agreement and is a usable public facility.
6. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the District may

terminate or suspend this Agreement.

7. If the District brings an action to enforce the terms of this Agreement, the Grantee shall be responsible to pay the District's reasonably attorney's fees and costs, including expert witness costs, if the District prevails in said action.

F. Payment of Funds

1. Grantee may request reimbursement from the District for eligible expenses, which the Grantee has properly incurred and paid, no more frequently than every thirty (30) days. Grantee shall submit reimbursement requests on District-provided Payment Request Forms, including the applicable attachments.

All Payment Request Forms should be sent to:

Los Angeles County
Regional Park and Open Space District
510 South Vermont Avenue, Room 230
Los Angeles, California 90020

2. Grantee should submit its payment request prior to the fifteenth day of the month to receive reimbursement within four to six weeks. The District may hold Payment Request Forms received after the fifteenth of the month until the next month, which may result in reimbursements being delayed.
3. The District may withhold a portion of the amount of reimbursement if, in the opinion of the District, an expenditure is not eligible under the terms and conditions of this Agreement, the Propositions, the Application or the Procedural Guide. In such cases the District shall notify the Grantee of the amount of expenditures declared ineligible and the reason(s) for the ineligibility. Grantee, within thirty (30) days of notification, may dispute the District's decision, in writing, to the District and provide records and/or documentation to support its claim. The District shall review the information and/or documentation provided and will notify Grantee of its final determination. If Grantee fails to dispute the findings, in writing, within the thirty day period, then the Grantee shall have waived its right to dispute the findings.

G. Hold Harmless and Indemnification

1. Grantee shall indemnify, defend and hold the District harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee. Grantee agrees to defend and indemnify the District from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
2. The District shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
3. Grantee and District agree that the liability of the District hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Procedural Guide. Any contracts entered into, or other obligations or liabilities incurred by, the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the District shall have no obligation or liability whatsoever thereunder or with respect thereto.

H. Independent Grantee

This Agreement is by and between the Los Angeles County Regional Park and Open Space District and Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the District and Grantee.

I. Financial Records

1. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the District for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for five (5) years following Project termination or completion.

Grantee and the District agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for District inspection, accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement and the use of any property acquired under this Agreement in perpetuity.

2. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
3. At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of the District may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to the District for reimbursement under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, the District may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to the District and provide the District with records and/or documentation to support the expenditure claims. The District shall review this documentation and make a final determination as to the validity of the expenditures.

If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, Grantee shall pay the District an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Notwithstanding Government Code Section 907, in the event that Grantee fails to repay the District in full for the amount of excepted expenditures, the District may offset an amount equal to the excepted expenditures from any monies that may be due to Grantee under the terms and conditions of the Propositions. Through the execution of this Agreement, Grantee waives its rights under Government Code Section 907.

J. Use of Facilities

1. Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by prior specific act of the Board of Supervisors as governing body of the District and consistent with the terms and conditions of the Propositions and this Agreement.
2. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Propositions. With the District's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions to a nonprofit or government entity.
3. Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of the Propositions, Procedural Guide and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.
4. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the

provision of parking and public restrooms, except where that access may interfere with resource protection.

K. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.
2. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Project Agreement.

L. Incorporation by Reference

The Application and its required attachments, including the Assurances, and any subsequent change or addition approved by the District, is hereby incorporated in this Agreement as though set forth in full. The Procedural Guide, and any subsequent changes or additions thereto, and the Proposition also are hereby incorporated in this Agreement as though set forth in full.

M. Severability

If any provision of this Agreement, or the application thereof, is held invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

No provision of this Agreement, or the application thereof, is waived by the failure of the District to enforce said provision or application thereof.

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IN WITNESS WHEREOF, Grantee and District have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: Robert Mayumber
Signature of Authorized Representative

Title: Administrative Deputy

Date: 5/26/16

LOS ANGELES COUNTY
REGIONAL PARK & OPEN SPACE DISTRICT:

By: John Wick
Director, Parks and Recreation

Date: 6/17/16


APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By: Christina A. Salseda
CHRISTINA A. SALSEDA
Principal Deputy County Counsel

Grant No.: P129-16-2596



Attachment A

Los Angeles County Proposition A
Safe Neighborhood Parks, Gang Prevention, Tree Planting, Senior and Youth Recreation,
Beaches and Wildlife Protection

Approved by Los Angeles County voters on November 5, 1996

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES, ACTING AS THE LEGISLATIVE BODY OF THE LOS
ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT,
LEVYING AN ADDITIONAL ASSESSMENT WITHIN THE DISTRICT,
AMENDING THE METHOD OF ASSESSMENT, AND AUTHORIZING THE
EXPENDITURE OF DISTRICT REVENUES FOR ANY AUTHORIZED
PURPOSE, SUBJECT TO APPROVAL BY THE COUNTY ELECTORATE

WHEREAS, the County of Los Angeles (the "County") has serious unmet needs for park, recreation, youth and senior facilities, and for positive recreational alternatives for at-risk youth to assist in gang prevention and intervention efforts, and contains irreplaceable park, recreation, beach, wildlife and natural open space land; and

WHEREAS, on November 3, 1992, sixty-four percent (64%) of voters within the County voting on the matter authorized formation of the Los Angeles County Regional Park and Open Space District (the "District"), the levy of a benefit assessment within the District, and a plan of expenditure of the proceeds of such assessment; and

WHEREAS, the Board of Supervisors of the County, acting as the legislative body of the District (the "Board"), finds and determines that the development, acquisition, improvement, restoration and maintenance of parks, recreational, cultural and community facilities and open space lands within the District confer a direct and special benefit to all parcels within the District by improving economic, environmental and recreational conditions resulting in maintained or enhanced property values; and

WHEREAS, the Board further finds and determines that the public interest and convenience require, and that it is in the best interest of the residents of the County, that an additional assessment be levied within Landscaping and Lighting District No 92-1, which is coterminous with the District, to fund the purposes of the District consistent with the plan of expenditure set forth in the Engineer's Report referred to below; and

WHEREAS, the County has many unique natural lands and is rich in biological diversity, and it is necessary and important that these natural resources be protected permanently and restored for the purposes of conserving biological diversity, protecting the health of the County's environment and for the enjoyment of this and future generations; and

WHEREAS, the Board further finds and determines that in order to provide for a more equitable apportionment of the assessment among the several properties within the District, the portion of any vacant parcel, and the vacant portion of any partially improved parcel, in excess of

two and one-half acres shall not be assessed, and it is necessary and appropriate to amend the method of assessment to reflect the foregoing change in the method of assessment of vacant or partially improved parcels which are greater than two and one-half acres in size, as detailed in the Engineer's Report referred to below; and

WHEREAS, the Board further finds and determines that it is in the best interest of the residents of the County to permit the District to expend any of its funds for any authorized purpose of the District, including the application of proceeds derived from the original assessment within the District to the plan of expenditure for the additional assessment set forth in this resolution, and vice versa; and

WHEREAS, a public hearing on the matters set forth in this resolution was called and held on June 13, 1996, and this resolution shall not take effect unless and until the question of approval of the matters set forth herein shall have been submitted to the electorate of the County and approved by a majority of voters voting on the question;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, acting as the governing body of the Los Angeles County Regional Park and Open Space District, as follows:

Section 1. (a) This resolution is adopted pursuant to Section 5539.9(d)(2) of the Public Resources Code of the State of California (the "State"). The Board hereby adopts and approves the final engineer's report relating to the Additional Assessment (the "Engineer's Report") and filed with the Executive Officer-Clerk of the Board. The Additional Assessment shall be levied within the District at a rate not to exceed the amount set forth in the Engineer's Report, in accordance with the Engineer's Report and this resolution. The Engineer's Report describes the boundaries of the assessment district, the locations of certain of the improvements to be funded by the District, the method and rationale for spreading the proposed Additional Assessment in proportion to the benefit received by each lot or parcel of land within the District, and the proposed amendments to the method of assessment. The Engineer's Report is by this reference incorporated herein as though set forth in full at this place.

Section 2. As used in this resolution, the following terms have the indicated meanings:

"Additional Assessment" means the assessment levied within the District pursuant to this resolution.

"Board" is used as defined in the recitals to this resolution.

"County" is used as defined in the recitals to this resolution.

"Department of Beaches and Harbors" means the Department of Beaches and Harbors of the County.

"Department of Children and Family Services" means the Department of Children and Family Services of the County.

"Department of Natural History Museum" means the Department of Natural History Museum of the County.

"Department of Parks and Recreation" means the Department of Parks and Recreation of the County.

"Department of Public Works" means the Department of Public Works of the County.

"District" is used as defined in the recitals to this resolution.

"Engineer's Report" is used as defined in Section 1 of this resolution.

"Financial Consultant" is used as defined in the Master Indenture, and also includes the independent auditing firm described in Section 21(i).

"Master Indenture" means the Master Indenture of Trust dated as of May 1, 1994, between the District and the Auditor-Controller of the County, as fiscal agent.

"Natural Lands" means an area of relatively undeveloped land which (a) has substantially retained its characteristics as provided by nature or has been substantially restored, or which can be feasibly restored to a near-natural condition and which derives outstanding value from its wildlife, scenic, open space, parkland or recreational characteristics, or any combination thereof, or (b) meets the definition of open-space land in Section 65560 of the California Government Code.

"1992 Assessment" means the assessment levied within the District pursuant to the 1992 Order.

"1992 Order" means the order of the Board, as amended on March 17, 1992, and approved by the voters of the County on November 3, 1992, pursuant to which the District was formed and the first assessment levied therein.

"Nonprofit Organization" means any charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, which has among its purposes the provision of park, recreation or community services or facilities, gang prevention and intervention, tree-planting, or the conservation and preservation of wetlands or of lands predominantly in their natural, scenic, historical, forested or open-space condition, or restoration of lands to a natural, scenic, historical, forested or open-space condition.

"Park" means a tract of land with scenic, natural, open-space or recreational values, set apart to conserve natural, scenic, cultural, historical or ecological resources for present and future

generations, and to be used by the public as a place for rest, recreation, education, exercise, inspiration or enjoyment.

“Parks Fund” means the Los Angeles County Regional Park and Open Space District Park Fund, into which all revenue generated by the District is required to be deposited, in accordance with Section 21(e) of this resolution and Sections 21(c) and (d) of the 1992 Order.

“Public Agency” means any governmental agency established pursuant to the laws of the State that is authorized to acquire, develop, improve and restore real property for beach, wildlife, park, recreation, community, cultural, open space, water quality, or gang prevention and intervention purposes.

“State” is used as defined in Section 1 of this resolution.

“State Lands Commission” means the Lands Commission of the State of California.

Section 3. The following funds shall be awarded for the purposes set forth below, in amounts not to exceed the following:

(a) Sixty-nine million fifty thousand dollars (\$69,050,000) to the County for the acquisition, development, improvement, restoration or rehabilitation of real property for recreational facilities, parks and park safety, gang prevention, senior citizen recreation facilities, wildlife habitat, natural lands, improvement of Santa Monica Bay, multi-use sports facilities, lakes, fishing and boating facilities, trails, rivers and streams, significant ecological areas, equestrian facilities, and museums and cultural facilities, in accordance with the following schedule:

(1) Fifty-one million fifty thousand dollars (\$51,050,000) to the Department of Parks and Recreation for the acquisition, development, improvement, restoration or rehabilitation of real property for parks, recreation, wildlife habitat or natural lands in accordance with the following schedule:

- A. One hundred thousand dollars (\$100,000) for general improvements, including landscape and/or irrigation, at Amigo Park.
- B. Six hundred thousand dollars (\$600,000) for improvements to County parks in accordance with the Americans with Disabilities Act.
- C. Three hundred fifty thousand dollars (\$350,000) for acquisition and/or preservation of wetland habitat in the Antelope Valley, including interpretive exhibits, public facilities and/or restoration.
- D. Five hundred thousand dollars (\$500,000) for development of soccer facilities and/or general park improvements at Belvedere Park.

- E. Seventy thousand dollars (\$70,000) for security improvements at Bethune Park.
- F. One million two hundred thousand dollars (\$1,200,000) for rehabilitation of the swim beach and/or general park improvements at Bonelli Regional Park.
- G. Three hundred thousand dollars (\$300,000) for development and improvement of recreation facilities, including development a multi-purpose recreation facility, at Burton Park.
- H. Three hundred thousand dollars (\$300,000) for improvements to the community center at Campanella Park.
- I. Two hundred fifty thousand dollars (\$250,000) for general park improvements including security, landscape and/or irrigation improvements at Castaic Sport Complex.
- J. One million seven hundred thousand dollars (\$1,700,000) for rehabilitation of swim beach and/or general park improvements to the recreation and park facilities at Castaic Lake.
- K. Two million ten thousand dollars (\$2,010,000) for expansion, development, and/or rehabilitation of facilities serving senior citizens or to comply with the Americans With Disabilities Act (ADA) at parks in the Central area of the County including, but not limited to Athens, Del Aire, and Keller Park.
- L. One million three hundred ninety-six thousand dollars (\$1,396,000) for renovation and/or general improvements to park and recreation facilities at Cerritos Park.
- M. Two million dollars (\$2,000,000) for development and/or general improvements, including development of gymnasium/community activity facility, at City Terrace Park.
- N. Two hundred fifty thousand dollars (\$250,000) for security and/or general improvements at Devils Punchbowl.
- O. One million six hundred fifty thousand dollars (\$1,650,000) for expansion, development, and/or rehabilitation of facilities serving senior citizens or to comply with the Americans With Disabilities Act (ADA) at parks in the East Los Angeles and San Gabriel Valley areas including, but not limited to, Avocado Heights, Basset, Salazar, Atlantic Blvd., and/or Belvedere.
- P. One million seven hundred thousand (\$1,700,000) for development, rehabilitation and/or general improvements at El Cariso Park.

- Q. One million five hundred thousand dollars (\$1,500,000) for rehabilitation and/or general park improvements at Franklin D. Roosevelt Park.
- R. Two million two hundred seventy-four thousand dollars (\$2,274,000) for development of community recreation facilities and/or general improvements to the facilities at Gunn Avenue Park.
- S. One million dollars (\$1,000,000) for renovation of campground and/or general park improvements at Hart Regional Park.
- T. One million five hundred thousand dollars (\$1,500,000) for development of regional pool facilities and/or other park improvements at Jackie Robinson Park.
- U. One million seven hundred forty-eight thousand dollars (\$1,748,000) for development, rehabilitation and/or other general park improvements at Jesse Owens Park.
- V. One million five hundred thousand dollars (\$1,500,000) for general renovation and improvements to facilities at John Anson Ford Theatre.
- W. One million three hundred ten thousand dollars (\$1,310,000) for renovation and/or general improvements at La Mirada Park.
- X. Four hundred thousand dollars (\$400,000) for development and/or general improvements at Ladera Park.
- Y. One hundred twenty-five thousand dollars (\$125,000) for development and/or improvement of recreational facilities at Lake Los Angeles which are open and accessible to the public.
- Z. Five hundred thousand dollars (\$500,000) for development, improvements and/or expansion at Lennox Park.
- AA. One million two hundred thousand dollars (\$1,200,000) for development of gymnasium/community activity facility and/or general improvements at Loma Alta Park.
- BB. Five hundred fifty thousand dollars (\$550,000) for rehabilitation, renovation, development and/or general improvements at Los Robles Park.
- CC. Six hundred thousand dollars (\$600,000) for development of sports complex and/or general improvements at Magic Johnson Park.

- DD. Eight hundred ten thousand dollars (\$810,000) for rehabilitation and/or general improvements at Manzanita Park.
- EE. Two hundred thousand dollars (\$200,000) for improvements to the campground at Marshall Canyon Regional Park.
- FF. Two hundred fifty thousand dollars (\$250,000) for rehabilitation of park facilities at Mona Park.
- GG. Three million seven hundred thousand dollars (\$3,700,000) for acquisition, development, rehabilitation and/or general improvements of parks, natural lands and/or recreation facilities in the North County area, including but not limited to George Lane and Charles White Parks, and including but not limited to, the communities of Acton, Altadena, Littlerock and Pearblossom.
- HH. One million five hundred thousand dollars (\$1,500,000) for development of regional pool facilities and/or other park improvements at Pamela Park.
- II. Two hundred thousand dollars (\$200,000) for refurbishment of picnic areas and camp grounds and/or general improvements at Peck Park.
- JJ. Five hundred thousand dollars (\$500,000) for acquisition, development, security improvements and/or general improvements at Placerita Canyon County Park.
- KK. One hundred twelve thousand dollars (\$112,000) for development and/or general improvements at Rogers Park.
- LL. Three hundred thousand dollars (\$300,000) for development, refurbishment, rehabilitation and/or general improvements at Rosas Park.
- MM. One hundred thousand dollars (\$100,000) for refurbishing hard courts and/or lighting at Rowland Heights Park.
- NN. One hundred thousand dollars (\$100,000) for development and/or general improvements to facilities at San Dimas Park.
- OO. Five hundred thousand dollars (\$500,000) for refurbishment and development and/or general improvements at Santa Fe Dam Park.
- PP. Seven hundred thirty thousand dollars (\$730,000) for rehabilitation and development at Ume Grove and/or other general park improvements at Schabarum Park.

- QQ. Eight hundred thousand dollars (\$800,000) for general improvements at facilities serving senior citizens in accordance with the following schedule:
- i. Two hundred fifty thousand dollars (\$250,000) for general improvements and/or rehabilitation of senior citizen facilities in the North County.
 - ii. Five hundred fifty thousand dollars (\$550,000) for general improvements and/or rehabilitation of senior citizen facilities in the East Los Angeles area, the San Gabriel Valley, and the Puente Hills area of the County.
- RR. Two million one hundred sixty thousand dollars (\$2,160,000) for accessibility improvements, general development, and rehabilitation of park and recreation facilities serving senior citizens, youth and/or at-risk youth in the Puente Hills and South County areas, including, but not limited to, Trailview, Country Wood and Blevins Parks.
- SS. Four hundred seventy thousand dollars (\$470,000) for rehabilitation and/or general improvements at Steinmetz Park.
- TT. One hundred fifty thousand dollars (\$150,000) for improvement and/or general restoration of trails in the north county.
- UU. Two million dollars (\$2,000,000) for development, improvement, and/or rehabilitation of urban park facilities serving the community, youth and/or at-risk youth in densely populated, highly urbanized areas in the Central area of the County including, but not limited to, the communities of Athens, Watts, Willowbrook, and Florence.
- VV. One million six hundred fifty thousand dollars (\$1,650,000) for development, improvement, and/or rehabilitation of urban park facilities serving the community, youth and/or at-risk youth in densely populated, highly urbanized areas in the East Los Angeles area and the San Gabriel Valley.
- WW. Six hundred seventy-five thousand dollars (\$675,000) for acquisition, development and improvement of active sports fields at Val Verde Park.
- XX. One million two hundred thousand dollars (\$1,200,000) for development of nature center/museum, and/or general improvements at Vasquez Rocks Regional Park.
- YY. Five hundred thousand dollars (\$500,000) for development and/or general improvements at Victoria Park.
- ZZ. Three hundred sixty thousand dollars (\$360,000) for refurbishment of the pool and/or facilities at Washington Park.

AAA. Two hundred thousand dollars (\$200,000) for general park and/or security improvements at the Whittier Narrows Nature Center.

BBB. Three million three hundred thousand dollars (\$3,300,000) for refurbishment, development, expansion and/or general improvements at Whittier Narrows Park.

(2) Seven million dollars (\$7,000,000) to the Department of Parks and Recreation for grants to Public Agencies and Nonprofit Organizations throughout the District on a competitive basis for trails, senior citizen facilities, urban tree planting, graffiti prevention, rivers and streams, and acquisition and/or restoration of natural lands.

(3) Seven million dollars (\$7,000,000) to the Department of Parks and Recreation for grants to Public Agencies and Nonprofit Organizations throughout the District on a competitive basis for acquisition, construction, development and/or improvement of at-risk youth recreation and service facilities throughout the District for gang prevention purposes.

(4) Four million dollars (\$4,000,000) to the Department of Public Works for capital outlay projects to restore and improve the Santa Monica Bay by measurably reducing the toxicity of and/or pollutant load in urban runoff to the Bay, and in accordance with the criteria set forth in Section 9 of this resolution.

(b) Ninety-five million six hundred fifty thousand dollars (\$95,650,000) for the acquisition, development, improvement, restoration or rehabilitation of real property for regional beaches, recreational facilities, parks and park safety, gang prevention, senior citizen recreation facilities, wildlife habitat, natural lands, State parks, trail and river systems, mountain ranges and canyons, significant ecological areas, and museums and cultural facilities in accordance with the following schedule:

(1) Eight million dollars (\$8,000,000) to the Department of Beaches and Harbors to acquire, develop or improve facilities to enhance beaches and public access, improve water quality, rehabilitate or restore existing facilities and improve the safety of beach facilities along the sixty miles of coastline within the County, at County-owned or operated beaches.

(2) Eleven million dollars (\$11,000,000) to the Department of Parks and Recreation for acquisition of lands for park, wildlife, natural and open space purposes, and for development of related recreation facilities and public access in the Baldwin Hills, including an amount not less than seven million dollars (\$7,000,000) for acquisition of lands.

(3) One million dollars (\$1,000,000) to the City of Los Angeles for improvement and development of the Cabrillo Marine Aquarium in accordance with Cabrillo Marine Aquarium Master Plan.

(4) Three hundred fifty thousand dollars (\$350,000) to the Department of Parks and Recreation for development and improvements at Descanso Gardens.

(5) Twelve million dollars (\$12,000,000) to the California Museum of Science and Industry for land acquisition and improvements within Exposition Park and for improvements to the California Museum of Science and Industry in accordance with the California Museum of Science and Industry Exposition Park Master Plan, including an amount not less than eight million five hundred thousand dollars (\$8,500,000) for the development and restoration of lands for park, recreational, community and open space use, and for walkways, tree-planting and landscape improvements, all within Exposition Park, including an amount not less than two million dollars (\$2,000,000) for active recreation facilities; an amount not more than two million dollars (\$2,000,000) for the improvement, development, renovation and rehabilitation of facilities, including exhibition spaces, at the California Museum of Science and Industry in accordance with the California Museum of Science and Industry Master Plan; and an amount not less than one million dollars (\$1,000,000) for the improvement, development, renovation and rehabilitation of facilities at the California Afro-American Museum.

(6) Eighteen million dollars (\$18,000,000) to the Department of Parks and Recreation for the development, improvement, restoration and rehabilitation of the Hollywood Bowl, including rehabilitation of facilities and aging infrastructure, improvement of public access and facilities and improvement of access for persons with disabilities, in accordance with the approved Hollywood Bowl Master Plan, and/or for grants to qualified Nonprofit Organizations for these purposes.

(7) One million four hundred fifty thousand dollars (\$1,450,000) to the Department of Parks and Recreation for the improvement, restoration and rehabilitation of the Los Angeles Arboretum, and/or for grants to qualified Nonprofit Organizations for these purposes.

(8) Five million dollars (\$5,000,000) to the Department of Natural History Museum for the improvement, development, restoration and/or rehabilitation of facilities of the Los Angeles County Natural History Museum, including development of exhibition space, and/or for grants to qualified Nonprofit Organizations for these purposes.

(9) Twelve million dollars (\$12,000,000) to the Mountains Recreation and Conservation Authority (MRCA) for the acquisition, development, improvement and restoration of lands along the Los Angeles River, Tujunga Wash, Verdugo Wash, Pacoima Wash, Arroyo Seco, and Compton Creek, and other tributaries of the Los

Angeles River as may be included by the Board, consistent with the Los Angeles County Los Angeles River Master Plan, for the purposes of providing recreational opportunities and public access, developing trails for walking, hiking, bicycling, and equestrian use, and restoring natural habitat for wildlife, along the entire length of the Los Angeles River and its tributaries (as defined in this paragraph). The MRCA shall consult with the Department of Public Works and the supervisorial districts through whose boundaries the Los Angeles River flows in developing the list of projects to be considered for expenditure of the funds pursuant to this paragraph and to be submitted to the Board for approval. The Department of Public Works shall review each proposed project for consistency with the Los Angeles River Master Plan and with the flood control plan of the Los Angeles River, and shall provide its findings to the MRCA to be submitted to the Board concurrently with projects submitted to the Board. The Board shall disapprove a project that it finds to be inconsistent with the Los Angeles River Master Plan or that it finds will negatively impact existing or proposed flood control projects. Not less than four million dollars (\$4,000,000) shall be allocated for projects along the Los Angeles River in the Cities of Maywood, Lynwood, Compton and Bell Gardens, including projects along Compton Creek. First priority for all expenditures shall be given to land acquisition projects which result in a net increase of park, recreation and open space lands. No funds shall be expended on projects that could negatively impact any existing or proposed flood control project as determined by the Board of Supervisors.

(10) Twelve million dollars (\$12,000,000) to the City of Los Angeles for the development, improvement and rehabilitation of the Los Angeles Zoo. The funds shall be spent on the site of the Los Angeles Zoo and in accordance with the Los Angeles Zoo Master Plan.

(11) Two million five hundred thousand dollars (\$2,500,000) to the City of Whittier for restoration and rehabilitation of the Pio Pico State Historic Park, in accordance with the Pio Pico State Historic Park General Plan.

(12) One million dollars (\$1,000,000) to the City of Santa Clarita for the acquisition and development of lands for the Santa Clara River Park in accordance with the Santa Clara River Water and Recreation Features Plan.

(13) One million three hundred fifty thousand dollars (\$1,350,000) to the Department of Parks and Recreation for general improvements to facilities at the South Coast Botanical Gardens.

(14) Ten million dollars (\$10,000,000) to the Wildlife Corridor Conservation Authority for acquisition, improvement, and/or restoration of park and natural lands in the Puente Hills Wildlife Corridor east of Colima Road.

(c) One hundred thirty-one million five hundred fifty thousand dollars (\$131,550,000) to the Department of Parks and Recreation for grants to incorporated cities within the District

and the County for the acquisition, development, improvement, rehabilitation or restoration of real property for parks and park safety, senior recreation facilities, gang prevention, beaches, recreation, community or cultural facilities, trails, wildlife habitat or natural lands in accordance with the following schedule:

(1) Thirty-five million dollars (\$35,000,000) for grants to all incorporated cities within the District and to the County on a per parcel basis, including funds on a per parcel basis to the County for the unincorporated area of the County.

(2) Ninety-six million five hundred fifty thousand dollars (\$96,550,000) for direct grants to cities in accordance with the following schedule:

- A. Five hundred thousand dollars (\$500,000) to the City of Agoura Hills for the development of a regional community center and gymnasium in partnership with the City of Calabasas.
- B. Six hundred thousand dollars (\$600,000) to the City of Alhambra for the rehabilitation and development of a walking/jogging trail system at Almansor Park.
- C. Two hundred thousand dollars (\$200,000) to the City of Arcadia for the development and refurbishment of a soccer facility at Civic Center Park.
- D. Five hundred thousand dollars (\$500,000) to the City of Artesia for the development of an at-risk youth recreation and service facility.
- E. Three hundred fifty thousand dollars (\$350,000) to the City of Avalon for improvement of beaches and the recreational diving park at Casino Point in accordance with the Avalon Urban Waterfront Restoration Plan.
- F. Two hundred thousand dollars (\$200,000) to the City of Baldwin Park for the rehabilitation and/or development of four regionally used sports fields.
- G. Four hundred thousand dollars (\$400,000) to the City of Bellflower for the development of Bellflower's portion of the West Branch Greenway and Bikeway project.
- H. Two hundred fifty thousand dollars (\$250,000) to the City of Beverly Hills for the development and rehabilitation of Beverly Gardens Park.
- I. Eight hundred thousand dollars (\$800,000) to the City of Burbank for the development of the Stough Canyon Nature Center Project and to develop and/or improve camping facilities at Stough Canyon.

- J. Five hundred thousand dollars (\$500,000) to the City of Calabasas for the development of a regional community center and gymnasium in partnership with the City of Agoura Hills.
- K. One million one hundred seventy-five thousand dollars (\$1,175,000) to the City of Claremont for the rehabilitation and development of a community center at the Danbury School site.
- L. One million dollars (\$1,000,000) to the City of Covina or to the agency responsible for the operation of Charter Oak Park for development and improvement of Charter Oak Park.
- M. Four million two hundred thousand dollars (\$4,200,000) to the City of Cudahy, in cooperation with the City of South Gate, for acquisition, improvement, and provision of public access for the Los Angeles River Recreation and Sports Complex adjacent to the Los Angeles River, and for restoration of riparian habitat.
- N. One million six hundred twenty-five thousand dollars (\$1,625,000) to the City of Culver City for development of the Culver City Senior Center.
- O. Three hundred thousand dollars (\$300,000) to the City of Downey for the rehabilitation and improvement of facilities at Rio San Gabriel Park.
- P. Four hundred thousand dollars (\$400,000) to the City of Duarte for rehabilitation of the Duarte Regional Teen Center in partnership with the City of Bradbury.
- Q. One million five hundred thousand dollars (\$1,500,000) to the City of El Monte for the development and improvement of the Community Center/Swimming Pool Complex.
- R. Two hundred fifty thousand dollars (\$250,000) to the City of Gardena for the improvement and rehabilitation of park facilities at Rowley Park.
- S. One million six hundred thousand dollars (\$1,600,000) to the City of Glendale for the development of the new Senior/Adult Recreation multi-purpose center.
- T. One million four hundred thousand dollars (\$1,400,000) to the City of Glendora in accordance with the following schedule:
 - i. Nine hundred thousand dollars (\$900,000) for the development of a regional teen center.
 - ii. Five hundred thousand dollars (\$500,000) for the acquisition of wildlife lands and natural habitat in the Glendora Wildlife Corridor.

- U. Two hundred fifty thousand dollars (\$250,000) to the City of Hawaiian Gardens for the expansion, improvement, and rehabilitation of the Lee Ware Community/Aquatics Facility.
- V. Five hundred seventy-five thousand dollars (\$575,000) to the City of Hawthorne for the development of Memorial Center Gymnasium.
- W. One million dollars (\$1,000,000) to the City of Hermosa Beach for the development, expansion and rehabilitation of the Hermosa Beach Municipal Pier and Waterfront Plaza.
- X. One million seven hundred twenty-five thousand dollars (\$1,725,000) to the City of Inglewood for the development, improvement and rehabilitation of Centinela Park.
- Y. One million dollars (\$1,000,000) to the City of La Mirada for the development of a Community/Senior Citizen Center.
- Z. Seven hundred thousand dollars (\$700,000) to the City of La Puente for the development, improvement and/or rehabilitation of the La Puente Park Community Center with emphasis on facilities for at-risk youth and other community youth.
- AA. Six hundred thousand dollars (\$600,000) to the City of Lakewood in accordance with the following schedule:
 - i. Three hundred thousand dollars (\$300,000) for the rehabilitation of athletic safety field lights at three regionally used city facilities.
 - ii. Three hundred thousand dollars (\$300,000) for the development and rehabilitation of multipurpose courts at the following city parks: Boyar, Bloomfield, Bolivar, Del Valle and San Martin.
- BB. One million eight hundred thousand dollars (\$1,800,000) to the City of Lancaster in accordance with the following schedule:
 - i. Eight hundred thousand dollars (\$800,000) for the development of the Lancaster Regional Sports Complex.
 - ii. One million dollars (\$1,000,000) for the acquisition of prime desert woodland habitat and the development of public access to the Lancaster Prime Desert Woodland Preserve.

- CC. Two hundred seventy-five thousand dollars (\$275,000) to the City of La Verne to develop and improve the La Verne Regional Sports Parks.
- DD. One hundred seventy-five thousand dollars (\$175,000) to the City of Lawndale for the expansion and rehabilitation of Jane Addams Park.
- EE. Nine million nine hundred thousand dollars (\$9,900,000) to the City of Long Beach in accordance with the following schedule:
- i. Five hundred thousand dollars (\$500,000) for the development and rehabilitation of Belmont Pier.
 - ii. Two million dollars (\$2,000,000) for the rehabilitation of Belmont Plaza Pool including development of security systems.
 - iii. Three million five hundred thousand dollars (\$3,500,000) for the development of the Park on Golden in downtown Long Beach.
 - iv. Three million nine hundred thousand dollars (\$3,900,000) for the acquisition, development and improvement of Westside Park..
- FF. Thirty million dollars (\$30,000,000) to the City of Los Angeles in accordance with the following schedule:
- i. One million dollars (\$1,000,000) to improve and restore natural habitat at the Ballona Lagoon Marine Preserve in accordance with the Ballona Lagoon Marine Enhancement Preserve enhancement plan.
 - ii. One million eight hundred thousand dollars (\$1,800,000) for the development and improvement of Cabrillo Marine Aquarium in accordance with the Cabrillo Aquarium Master Plan.
 - iii. Two million dollars (\$2,000,000) for the development and improvement of Compton-Slauson Park.
 - iv. Five hundred thousand dollars (\$500,000) for the acquisition and/or development of lands for park purposes near Eagle Rock.
 - v. One million nine hundred thousand dollars (\$1,900,000) for the development and improvement of park and recreation facilities at Elysian Park including trails, picnic facilities, playground and landscaping, in accordance with the Elysian Park Master Plan, Bishop Canyon Improvement Project.

- vi. One million nine hundred thousand dollars (\$1,900,000) for the development, and/or rehabilitation of the Travel Town Locomotive Pavilion at Griffith Park.
- vii. One million eight hundred thousand dollars (\$1,800,000) for the development of facilities and/or improvements related to the swim lake at Hansen Dam Recreation Area.
- viii. Two million three hundred thousand dollars (\$2,300,000) for the development, improvement, and/or rehabilitation of Housing Authority recreation facilities throughout the City of Los Angeles, including the San Fernando Valley.
- ix. Seven million dollars (\$7,000,000) for acquisition, improvement, development and/or rehabilitation of park, recreation, community and open space lands and/or facilities, and/or for grants to Nonprofit Organizations for these purposes. Funds shall only be spent in communities which meet the following criteria: 1) densely-populated, highly urbanized areas; 2) low per capita percentage of park, recreation, community or open space lands or facilities; 3) high population of youth, particularly at-risk youth, and where at least 25 percent of the community is under 18 years of age; and 4) lack of other positive recreation alternatives for youth. Expenditure of funds shall result in a net increase of park, recreation, community or open space lands or facilities. Not less than three million five hundred thousand dollars (\$3,500,000) of these funds shall be spent on acquiring land or facilities for the purposes described in this paragraph. Priority shall be given to projects which have matching funds, to densely-populated areas, projects which serve multiple communities, or joint applications from Public Agencies and qualified Nonprofit Organizations.
- x. One million five hundred thousand dollars (\$1,500,000) for development and/or improvements at MacArthur Park including development of athletic fields.
- xi. Five hundred thousand dollars (\$500,000) for the development and/or restoration of trails in the Northern and Northeast San Fernando Valley connecting to the Angeles National Forest, to be expended by the Santa Monica Mountains Conservancy as the Public Agency responsible for implementation of the Rim of the Valley Trail Corridor pursuant to subdivision (c) of Section 33204.3 of the Public Resources Code.
- xii. Two million eight hundred thousand dollars (\$2,800,000) for the development, restoration and/or improvement of recreation facilities and

restoration of natural lands at the Sepulveda Basin Recreation Area, including an amount not less than one million dollars (\$1,000,000) for bicycle trails connecting to Sepulveda Basin, excluding trails along the Los Angeles River. Not less than one million dollars (\$1,000,000) shall be spent on restoration of the Sepulveda Basin Wildlife Area and the development of a native plant/wildlife area west of the existing wildlife area.

- xiii. Four million dollars (\$4,000,000) for the acquisition and improvement of land for park and open space purposes adjacent to and in the vicinity of Stoney Point in the San Fernando Valley, to be expended by the Santa Monica Mountains Conservancy. Any unexpended portion of these funds shall be used for acquisition of natural lands and open space within the wildlife corridor between Brown's Canyon and the Santa Susana Mountains unit of the State Park System.
- xiv. One million dollars (\$1,000,000) for development and/or improvement of the Mid-Valley Senior Citizen Center in the San Fernando Valley.
- GG. Nine hundred seventy-five thousand dollars (\$975,000) to the City of Lynwood for the development and improvement of Mervyn M. Dymally Congressional Park.
- HH. Seven hundred thousand dollars (\$700,000) to the City of Malibu for the rehabilitation and restoration of the Malibu Pier.
- II. Five hundred thousand dollars (\$500,000) to the City of Manhattan Beach for the development and improvement of the Cultural Arts Community Center.
- JJ. Five hundred thousand dollars (\$500,000) to the City of Monrovia for the development and rehabilitation of the Recreation Park Armory Facility.
- KK. Four hundred fifty thousand dollars (\$450,000) to the City of Montebello for the development and rehabilitation of the City Park Aquatics Center.
- LL. One million dollars (\$1,000,000) to the City of Monterey Park for the development and rehabilitation of Barnes Park.
- MM. One million dollars (\$1,000,000) to the City of Norwalk in accordance with the following schedule:
 - i. Three hundred seventy five thousand dollars (\$375,000) for the development and improvements to Foster Street Greenbelt and Regional Trail Connection.

- ii. Six hundred twenty five thousand dollars (\$625,000) for the development, rehabilitation, and improvement to the Norwalk Aquatic Pavilion.
- NN. Two million five hundred thousand dollars (\$2,500,000) to the City of Palmdale for the development of the Anaverde Basin/Sports Complex.
- OO. Five hundred thousand dollars (\$500,000) to the City of Palos Verdes Estates for the acquisition of land for coastal access, trails and other open space purposes.
- PP. Three hundred thousand dollars (\$300,000) to the City of Paramount for the development of an at-risk youth center located at Progress Park.
- QQ. One million nine hundred thousand dollars (\$1,900,000) to the City of Pasadena in accordance with the following schedule:
 - i. One million dollars (\$1,000,000) for the development and rehabilitation of Hahamonga Watershed Park in accordance with the Hahamonga Park Master Plan.
 - ii. Nine hundred thousand dollars (\$900,000) for the development and rehabilitation of Brookside Park's Fannie Morrison Facility for the planned Kidspace Museum.
- RR. One million dollars (\$1,000,000) to the City of Pico Rivera for the development and rehabilitation of the Pico Rivera Community Center/Rio Hondo Park.
- SS. Four million dollars (\$4,000,000) to the City of Rancho Palos Verdes for the acquisition of critical natural lands and wildlife habitat in the vicinity of Portuguese Bend for preservation as open space.
- TT. Three hundred thousand dollars (\$300,000) to the City of Redondo Beach for the rehabilitation, development and/or improvement of Seaside Lagoon.
- UU. One million dollars (\$1,000,000) to the City of Rolling Hills Estates for the acquisition of natural lands, wildlife habitat, open space and/or equestrian facilities.
- VV. One million dollars (\$1,000,000) to the City of Rosemead for the development of Garvey Park Recreation Center.
- WW. One hundred fifty thousand dollars (\$150,000) to the City of San Dimas for the development and rehabilitation of Horsethief Canyon Park Multi-Use Trail System.

- XX. Seven hundred thousand dollars (\$700,000) for the City of San Fernando for the development of the Youth Activities Center at Las Palmas Park.
- YY. One million seven hundred thousand dollars (\$1,700,000) to the City of San Gabriel for the acquisition and/or development of park and recreation facilities located adjacent to Smith Park.
- ZZ. Two million dollars (\$2,000,000) to the City of Santa Clarita for the development and improvement of the Santa Clarita Valley Regional Park.
- AAA. One million seven hundred thousand dollars (\$1,700,000) to the City of Santa Monica for the improvement and rehabilitation of beach and bluff areas to improve access and to provide improvements for recreational activities. Funds shall only be used for improvements to beach and park lands.
- BBB. Two hundred fifty thousand dollars (\$250,000) to the City of Signal Hill for the development of hiking trails around Signal Hill.
- CCC. Two hundred seventy-five thousand dollars (\$275,000) to the City of South El Monte for the development of boxing and weight room facilities at the Aquatics and Community Fitness Center.
- DDD. Four hundred thousand dollars (\$400,000) to the City of South Gate for the development and/or rehabilitation of an at-risk youth center at Hollydale Industrial Park.
- EEE. One million five hundred thousand dollars (\$1,500,000) to the City of Torrance in accordance with the following schedule:
- i. Three hundred thousand dollars (\$300,000) for the development of a nature history center and improvements at Madrona Marsh Nature Preserve.
 - ii. One million dollars (\$1,000,000) for the development of the Sports Complex in Charles H. Wilson Park.
 - iii. Two hundred thousand dollars (\$200,000) for rehabilitation and improvements to the Victor E. Benstead Plunge.
- FFF. Four hundred thousand dollars (\$400,000) to the City of Walnut for the development of the Senior Citizens Activity Center.

GGG. One million one hundred thousand dollars (\$1,100,000) to the City of West Hollywood for the development and improvement of the Plummer Park Youth, Senior and Community Center.

HHH. Three million dollars (\$3,000,000) to the City of Whittier in accordance with the following schedule:

- i. Five hundred thousand dollars (\$500,000) for the development and improvement of Parnell Park.
- ii. Two million five hundred thousand dollars (\$2,500,000) for the acquisition of natural lands within the Whittier Hills Wilderness area for preservation of wildlife and natural lands and to provide public access and trails, to be expended by the Whittier-Puente Hills Conservation Authority.

(d) Twenty-two million seven hundred fifty thousand dollars (\$22,750,000) to the Santa Monica Mountains Conservancy, pursuant to Division 23 of the Public Resources Code and the provisions of this resolution, to acquire sensitive and critical mountain and canyon lands, streams, wildlife lands, trails and scenic areas, and to develop parks, trails, public access, senior facilities and camps for at-risk youth in mountain and canyon areas, including lands and areas in the Santa Monica Mountains and the San Fernando Valley and San Gabriel Valley foothills, including seventeen million seven hundred fifty thousand dollars (\$17,750,000) for lands and areas in the Santa Monica Mountains and including five million dollars (\$5,000,000) for the Santa Clarita Woodlands and/or the Rim of the Valley Trail Corridor, with first priority being given to completion of the Santa Clarita Woodlands Park, and for grants to Nonprofit Organizations pursuant to Section 33204.2 of the Public Resources Code.

Section 4. (a) The grant funds authorized pursuant to Section 3 shall be subject to the District's existing application and disbursement guidelines and procedures to the extent consistent with this resolution and as the same may be amended from time to time by the Board consistent with this resolution, and to the guidelines and procedures set forth in this resolution. The Department of Parks and Recreation shall continue to administer the District's grant application and disbursement program, and all applicants for a grant disbursed pursuant to Section 3 of this resolution shall submit an application to the Department of Parks and Recreation for grant approval. The Department of Parks and Recreation shall notify all affected Public Agencies as to the date when funds for grants under this resolution will be available, which shall not be later than July 1, 1997.

(b) The recipient agency of funds for any specific identified project pursuant to this resolution and the 1992 Order shall hold a public hearing regarding funding such specific identified project, either individually or as part of a broader or more general public hearing prior to said agency's application to the District for use of these funds.

Section 5. (a) The grant funds authorized pursuant to subsection (c)(1) of Section 3 shall be allocated to cities which were incorporated on or prior to June 30, 1996, and to the County (representing the unincorporated area of the District), on the basis of each city's and the unincorporated area's respective total number of parcels of land (all as of June 30, 1996). Such figures shall be determined by the Los Angeles County Assessor.

(b) Individual applications for grants pursuant to subsection (c) (1) of Section 3 shall be submitted to the Department of Parks and Recreation for approval as to conformity with the requirements of this resolution. In order to utilize available grant funds as effectively as possible, adjoining jurisdictions shall be encouraged to combine projects and submit joint applications.

(c) The minimum amount that an applicant may request for any individual project is fifteen thousand dollars (\$15,000). Any agency may allocate all or a portion of its per parcel share to a regional or state project or another neighboring jurisdiction and all agencies shall be encouraged to form partnerships with school districts for park and recreation purposes.

(d) Funds allocated to per-parcel grants pursuant to subsection (c)(1) of Section 3 shall be available for expenditure not later than July 1, 1997. These funds shall be expended or committed for expenditure by the recipient by June 30, 2001. Commencing on July 1, 2001, any such grant funds under subsection (c)(1) of Section 3 which are not expended or committed to expenditure by the recipient shall be available for allocation to one or more classes of expenditures specified in Section 3 that the Board deems in its sole discretion to be of the highest priority, consistent with the purposes of this resolution, and per parcel grant funds that were originally allocated to incorporated cities shall only be spent within municipalities. Upon reallocation by the Board, the original recipient of the funds shall have no further claim to the funds.

(e) (1) Funds allocated to grants for specific identified projects pursuant to subsections (a)(1), (b) excluding paragraph (9), and (c)(2) of Section 3 shall be available for expenditure not later than July 1, 1997, and shall be expended or committed for expenditure by the recipient prior to June 30, 2003. If these funds are not expended or committed for expenditure prior to June 30, 2003, then, after July 1, 2003 (except as provided in paragraph (2) of this subsection), the agency to which the funds are originally allocated for a specific identified project may submit to the Board an alternative plan for expenditure of the funds in accordance with the purposes of this resolution within the city or area of the District in which funds were originally authorized to be expended. The Board, in its capacity as governing body of the District, may approve the plan by a majority vote. If the revised plan of expenditure is approved by the Board, the reallocated funds shall be expended or committed to expenditure within three years after Board approval of the new plan of expenditure, and if not so expended or committed to expenditure within such three-year period, the funds shall be available to the Board for appropriation and expenditure within one or more of the classes of expenditures specified in Section 3 that the Board deems in its sole discretion to be of the highest priority, consistent with the purposes of this resolution.

The provisions of the foregoing paragraph shall also apply to funds allocated pursuant to paragraph (9) of subsection (b) of Section 3, except that the date June 30, 2003, shall instead be June 30, 2005.

(2) The agency to which funds are originally allocated under subsection (a)(1), (b) excluding paragraph (9), and (c)(2) of Section 3 may submit to the Board an alternative plan for expenditure of said funds prior to July 1, 2003, only if one or more of the following conditions exists: (A) that due to natural disasters or other acts of nature the project is incapable of being carried out at the original designated site; (B) if an acquisition project, that no lands are for sale or can be acquired within the original designated project area; (C) that the original specific identified project will be carried out using an alternate source of funds; or (D) that the original specific identified project described in Section 3 of this resolution has been completed for less than the amount allocated. The governing body of the recipient agency shall adopt a resolution making findings that one or more of the above conditions exist and the agency shall submit such resolution, together with detailed supporting documentation of such condition(s), to the Department of Parks and Recreation.

The provisions of the foregoing paragraph shall also apply to funds allocated pursuant to paragraph (9) of subsection (b) of Section 3, except that the date June 30, 2003, shall instead be June 30, 2005.

(3) If funds allocated to grants for specific identified projects pursuant to subsections (a)(1) and (c)(2) of Section 3 are not expended or committed for expenditure by the recipient prior to June 30, 2003, and if an alternative plan for expenditure is not submitted to the Board prior to June 30, 2004, these funds shall be available to the Board for appropriation and expenditure within one or more of the classes of expenditures specified in Section 3 that the Board deems in its sole discretion to be of the highest priority, consistent with the purposes of this resolution.

Section 6. (a) Funds allocated to the City of Los Angeles pursuant to paragraphs (3) and (10) of subsection (b) of Section 3, and to the City of Santa Clarita pursuant to paragraph (12) of subsection (b) of Section 3 shall be subject to all of the provisions of this resolution which apply to the funds allocated pursuant to subsection 3(c). Funds allocated to the City of Whittier pursuant to paragraph (11) of subsection 3(b) shall be subject to all of the provisions of this resolution which apply to the funds allocated pursuant to subsection 3(c), and the City of Whittier shall demonstrate to the satisfaction of the Department of Parks and Recreation that the State has authorized the City to expend such funds at the Pio Pico State Historic Park, and provided that the City has obtained all necessary approvals for such project; if the City of Whittier is unable to satisfy the conditions in this sentence, the funds shall be allocated for expenditure within the Whittier Hills in accordance with Section 3(c)(2)(HHH)(ii).

(b) If the City of Los Angeles elects to expend the funds allocated in subsection (c)(2)(FF)(iii) of Section 3 pursuant to an agreement with another Public Agency, the District shall grant these funds directly to said Public Agency, provided that the City of Los Angeles shall

certify the long-term recreational use of the improvements. The funds allocated to the City of Los Angeles in subsection (c)(2)(FF)(iv) of Section 3 shall be expended by the Santa Monica Mountains Conservancy as the public entity responsible for implementation of the Rim of the Valley Trail Corridor Master Plan pursuant to subdivision (c) of Section 33204.3 of the Public Resources Code.

Section 7. (a) The funds allocated in subsections (a)(2) and (a)(3) of Section 3 shall be available as grants on a competitive basis to Public Agencies and Nonprofit Organizations. The funds shall be encumbered by the recipient within three years of the date when such grants are awarded. The Department of Parks and Recreation shall allocate a share of such competitive funds for expenditure in the unincorporated area of the District using the same procedures specified in subsection (a) of Section 5. The funds allocated pursuant to subsection (a)(2) of Section 3 for competitive grant programs shall be divided equally among the respective purposes specified therein, consistent with the procedures developed by the District for similar competitive grant funds pursuant to the 1992 Order.

(b) Competitive funds allocated pursuant to Section 3 and the 1992 Order shall be made available on a regular annual basis until all such funds are encumbered, and the Department of Parks and Recreation shall notify affected Public Agencies and Nonprofit Organizations of the availability of such funds. Organizations representing ten or more cities shall be given the opportunity by the Department of Parks and Recreation to be fairly represented in the evaluation process established by the Department of Parks and Recreation pursuant to the 1992 Order to evaluate all competitive grant applications. For all competitive grants awarded pursuant to Section 3 and the 1992 Order to Nonprofit Organizations and to Public Agencies from a city with a population of 100,000 or less, costs eligible for reimbursement shall include reasonable costs of preparation of documents needed to apply to the District for the grant, including costs of biological assessments required pursuant to subsection (c) of Section 8, up to three percent (3%) of the total grant amount awarded. In each year that competitive grant funds are available, an amount not less than two and one-half percent (2.5%) of funds available to the District in that year for administrative purposes shall be expended by the District through grants or contracts to independent firms or qualified Nonprofit Organizations for the purpose of providing a technical assistance program to Public Agencies and Nonprofit Organizations throughout the District in preparation of competitive grant requests. The District shall prepare said technical assistance program for Board approval. The Board shall have the ability to adjust the percentage of funds used for said purposes if it determines that the level of funding required to provide the Board-approved technical assistance program is less than the stated percentage. Two hundred fifty thousand dollars (\$250,000) of the amount allocated for competitive grants for trails shall be allocated to the Santa Monica Mountains Conservancy for expenditure within the Rim of the Valley Trail Corridor, and two hundred fifty thousand dollars (\$250,000) of the amount allocated for competitive grants for trails shall be allocated to the Santa Monica Mountains Conservancy for expenditure within the Santa Monica Mountains.

(c) All other criteria being equal, priority for allocation of any competitive grants under this resolution shall be given to those cities, and to Nonprofit Organizations applying jointly with

those cities, which are not designated recipients of funds for specific identified projects in subsection (c)(2) of Section 3 of this resolution or subsection (b)(2) of Section 8 of the 1992 Order. Any city or Nonprofit Organization which would otherwise be entitled to a priority under this subsection (c) shall not be entitled to such priority after it has been awarded a competitive grant under this resolution or the 1992 Order.

(d) In awarding competitive grants, priority shall be given to those proposals which provide for the employment of youth, and particularly at-risk youth, from the area in which the proposed project is located, or which include or are to be administered by a Nonprofit Organization with a demonstrated history of youth employment, gang prevention and intervention, and training programs for at-risk youth, including local community conservation corps and the California Conservation Corps. Such priority shall give due consideration to the employment of female, as well as male, at-risk youth. In furtherance of this goal, the Board may adopt such rules and regulations, and impose such conditions on the recipients of funds under this resolution and the 1992 Order, as the Board may determine to be necessary or appropriate.

(e) One or more individual jurisdictions may enter into an agreement with one or more Public Agencies or Nonprofit Organizations for the purpose of carrying out a grant pursuant to this Section, subject to the requirements of Sections 10 and 11.

Section 8. (a) Funds allocated for competitive grants for rivers and streams pursuant to subsection (a)(2) of Section 3 and the 1992 Order shall be available on a competitive basis as grants to Public Agencies and Nonprofit Organizations for the restoration, rehabilitation or acquisition of natural lands and the development of recreational resources along rivers and streams in the County, including the Santa Clara, San Gabriel and Los Angeles Rivers or their tributaries. These funds shall be used only for the acquisition and/or restoration of lands for natural habitat, wildlife enhancement, and/or development of compatible recreational resources. No less than sixty percent (60%) of funds available for competitive grants for rivers and streams pursuant to subsection (a)(2) of Section 3 shall be used for acquisition, restoration and rehabilitation of natural lands along these rivers and streams. Remaining funds shall be available for development of recreational resources compatible with any existing or restored natural habitat.

(b) Funds allocated for competitive grants pursuant to subsection (a)(3) of Section 3 shall be available as competitive grants for at-risk youth recreation and service facilities only for projects which demonstrate at least sixty percent (60%) usage of the facilities by at-risk youth. The foregoing restriction shall also apply to funds allocated under the 1992 Order for competitive grants for at-risk youth recreation and service facilities. Priority for these grants shall be given to those applications which demonstrate equal attention to the specific needs of girls and boys. An amount not less than five hundred thousand dollars (\$500,000) shall be granted to the Department of Children and Family Services for development and/or improvement of at-risk youth recreation and service facilities at MacLaren Hall. An amount not less than two million five hundred thousand dollars (\$2,500,000) shall be allocated to the Mountains Recreation and Conservation Authority for acquisition and development of an at-risk youth camp in the Whittier

Puente Hills east of Colima Road for the use of, and accessible to, at-risk youth from densely-populated, highly-urbanized areas with a high population of at-risk youth and with low per capita percentage of park, recreation, community or open space lands or facilities.

(c) Funds allocated for competitive grants for acquisition and/or restoration of natural lands pursuant to subsection (a) (2) of Section 3 shall be available on a competitive basis as grants to Public Agencies and Nonprofit Organizations for the acquisition, improvement and/or restoration of natural lands including but not limited to coastal sage scrub, desert, coastal dunes, coastal prairies, chaparral, vernal pools, oak woodlands, forests and native grasslands habitat. Applications for these grant funds shall include a biological assessment of the site including current and historical information, a restoration plan and a long-term habitat management plan. Applicants shall provide documentation of consultation with experts in conservation biology and natural habitat restoration and shall provide documentation that said plans and assessments have been reviewed by these experts.

Section 9. (a) Funds authorized pursuant to subsection (a) (4) of Section 3 shall be available for grants to Public Agencies and shall be expended only for capital outlay projects which meet one or more of the following criteria: (1) protect public health in recreational waters; (2) preserve and enhance the ecological integrity of significant watersheds containing Significant Ecological Areas; (3) are Best Management Practices as defined in the Storm Water NPDES permit for the County and approved by the Executive Officer of the Los Angeles Regional Water Quality Control Board; and (4) reduce runoff into Santa Monica Bay where the runoff travels across lands that contribute large amounts of toxic pollutants to the storm drain system, or measurably reduce the toxicity of that runoff. Proposed projects shall be submitted to the Regional Water Quality Control Board for review and approval.

(b) The Department of Public Works shall prepare, and submit to the Board for approval, a timeline and proposed criteria and procedures for evaluating grants authorized pursuant to subsection (a) (4) of Section 3 of this resolution (and subsection (a) (6) of Section 8 of the 1992 Order) no later than March 30, 1997. The Regional Water Quality Control Board shall in a public process review and give final approval to the criteria and procedures for evaluating these grants.

Section 10. No funds authorized under Section 3 may be disbursed to any recipient unless the recipient agrees:

(a) To maintain and operate in perpetuity the property acquired, developed, improved, rehabilitated or restored with the funds. With the approval of the granting agency, the recipient or its successors in interest in the property may transfer the responsibility to maintain and operate the property in accordance with this Section.

(b) To use the property only for the purposes of this resolution and to make no other use, sale, or disposition of the property, except as provided in Section 11.

(c) Any beach, park or other public facility acquired, developed, rehabilitated or restored with funds derived under this resolution shall be open and accessible to the public without discrimination as to race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or medical handicap, medical condition, or place of residence, to the extent consistent with the provisions of Section 13. The recipient shall not discriminate against, or grant preferential treatment to, any person or organization seeking to use such facility based upon the place of residence of such person or the members of such organization.

(d) To comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended, to the extent necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes, or other evidences of indebtedness issued to finance such disbursement of funds to such recipient.

The conditions specified in paragraphs (a), (b), (c) and (d) of this Section shall not prevent the transfer of property acquired, developed, improved, rehabilitated or restored with funds authorized pursuant to Section 3 of this resolution from the recipient to another Public Agency, to a Nonprofit Organization authorized to acquire, develop, improve, restore and/or operate real property for park, wildlife, recreation, community, open space or gang prevention and intervention purposes, or to the National Park Service, provided that any such successor to the recipient assumes the obligations imposed by such conditions.

Section 11. (a) Before the use of any property acquired, developed, improved, rehabilitated or restored through a grant pursuant to this resolution is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, the recipient of said funds must hold a public hearing relative to such proposed change in use or sale or other disposition of said property, and at the conclusion of such public hearing, the recipient must adopt a finding that the proposed change in use or sale or other disposition of said property will further the purposes of this resolution. If the recipient adopts such a resolution and proceeds with the change in use or sale or other disposition of said property, an amount equal to the greater of (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated, or restored with the grant, shall be used by the recipient, subject to Section 10, for a purpose authorized in the category to which the funds were originally allocated or shall be reimbursed to the Parks Fund and be available for appropriation only for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the recipient, subject to Section 10, for a purpose authorized in the category to which the funds were originally allocated or shall be reimbursed to the Parks Fund and be available for appropriation only for a use authorized in that category.

(b) Nothing in this Section shall limit a grantee from transferring property acquired pursuant to this resolution to the National Park Service or the State Park System, with or without consideration.

Section 12. (a) All real property acquired pursuant to this resolution shall be acquired in compliance with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the California Government Code. Public Agencies and Nonprofit Organizations receiving funds under this resolution shall certify compliance to the Department of Parks and Recreation. Funds disbursed to a Public Agency under this resolution may be expended by that receiving Public Agency, or by a joint exercise of powers entity established pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code pursuant to an agreement with such receiving Public Agency.

(b) For purposes of this resolution, the term "acquisition" includes gifts, purchases, leases, easements, the exercise of eminent domain if expressly authorized, the transfer or exchange of property of like value, transfers of development rights or credits, and purchases of development rights and other interests.

(c) All grants, gifts, devises, or bequests to the District, conditional or unconditional, for park, conservation, recreational, community, cultural, wildlife habitat, natural lands or other purposes for which real property may be acquired or developed pursuant to this resolution, shall be made in the name of the County and accepted and received on behalf of the District in the name of the County by the Board. The grants, gifts, devises or bequests shall be available for expenditure for the purposes specified in Section 3.

Section 13. Reasonable public access to lands acquired in fee with funds made available pursuant to this resolution shall be provided except where that access may interfere with resource protection. "Reasonable public access" includes, but is not limited to, parking and public restrooms.

Section 14. All funds of the District allocated to projects which include tasks that can be performed by youth, including but not limited to the rehabilitation, restoration and/or development of beach, park, recreation, open space and/or natural lands, and recreation and community facilities, shall be used to the maximum extent feasible to employ at-risk youth from the community in which the particular project is being carried out. In furtherance of the goal of increasing employment opportunities for at-risk youth, the Board may adopt such rules and regulations, and impose such conditions on recipients of funds under the 1992 Order and this resolution, as the Board may determine to be necessary or appropriate.

Section 15. To the maximum extent feasible, Public Agencies and Nonprofit Organizations shall be encouraged to use funds received pursuant to this resolution to provide funding through agreements with community conservation corps, the California Conservation Corps, and with other community organizations, particularly when youth can be employed to

work on restoration or rehabilitation projects being carried out in their own communities. Such agreements shall be entered into solely for the accomplishment of the purposes set forth in this resolution.

Section 16. Prior to recommending the acquisition of lands that are located on or near tidelands, submerged lands, swamp or overflowed lands, or other wetlands, whether or not those lands have been granted in trust to a local Public Agency, any agency receiving funds pursuant to this resolution shall submit to the State Lands Commission any proposal for the acquisition of those lands. The State Lands Commission may, at its discretion, within ninety (90) days after such a submission, review the proposed acquisition, make a determination as to the State's existing or potential interest in the lands, and report its findings to the entity making the submission and to the Department of Parks and Recreation.

Section 17. (a) Funds that are granted pursuant to Section 3 for the purposes of development, improvement, rehabilitation and/or restoration shall be expended for these purposes only on lands owned by the applicant Public Agency or Nonprofit Organization or subject to a lease or other interest held by such Public Agency or Nonprofit Organization. If such lands are not owned by the applicant or subject to such other interest held by the applicant, the applicant shall first demonstrate to the satisfaction of the administering agency that the project will provide public benefits commensurate with the type and duration of the interest in land held by the applicant.

(b) No wetlands or riparian habitat acquired pursuant to this resolution shall be used as a dredge spoil area or shall be subject to revetment which damages the quality of the habitat for which the property was acquired.

(c) Any restoration of natural habitat lands restored pursuant to this resolution and the 1992 Order shall use only species native to California to the maximum extent feasible. Funds allocated pursuant to Section 3 that are used for landscaping, planting trees or any other planting projects shall use drip irrigation or other water conserving irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, except when such use can be shown to be infeasible. When projects involve the rehabilitation of existing irrigation systems or the creation of new irrigation systems, reclaimed water should be used whenever possible and priority shall be given to development of reclaimed water irrigation systems. Any recipient of funds for planting on natural lands shall make every effort to use only plant species and vegetation types which are appropriate to the local ecosystem of the site.

(d) Notwithstanding subsection (e) of this Section, the development of recreational resources or facilities pursuant to this resolution and the 1992 Order shall not degrade the natural values present or being restored along rivers, tributaries and wetlands, nor shall they be used for flood control projects.

(e) Any project funded pursuant to this resolution and the 1992 Order shall include sufficient funds to mitigate damage done to natural lands as a result of said project as otherwise required by law.

(f) No funds shall be used to pay for mitigation which is required to be carried out by state or federal law in connection with a project or activity which is not funded pursuant to this resolution or the 1992 Order.

Section 18. No provision of this resolution shall be construed as authorizing the condemnation of publicly-owned lands.

Section 19. Funds provided to the Santa Monica Mountains Conservancy shall be held and disbursed by the District and, upon application by the Conservancy, shall be expended solely for projects approved by the Board, pursuant to such criteria as the Board may in its discretion adopt; provided, that said funds shall be for projects identified in the annual work program of the Conservancy transmitted to the Governor and the Legislature pursuant to paragraphs (1) and (2) of subdivision (a) of Section 33208 of the Public Resources Code, as amended from time to time after a noticed public hearing, and provided that the Board may disapprove a project in an incorporated city only upon a finding that the acquisition or improvement of a project will involve the acquisition of or access to a site identified or proposed for present or potential future sanitary landfill purposes by the County, or involve any other land or project which may directly or indirectly hinder or impact the ability of the County to use any site so identified for such purposes. All land acquired in whole or in part with funds allocated to the Conservancy hereunder shall be purchased from willing sellers, and in no event shall funds allocated to the Conservancy hereunder be used to pay or reimburse the purchase price of land acquired through the exercise of the power of eminent domain. Disbursement of funds pursuant to subsection (d) of Section 3 shall be governed by the procedures specified for the 1992 order in the order of the Board dated March 29, 1994, and such method of disbursement shall continue to apply to the 1992 Order and to funds provided pursuant to this resolution, except that funds shall be expended within five years of disbursement.

Section 20. If funds are allocated in a citywide measure adopted by the City of Los Angeles in 1996 for any project located at the site of a project identified in subsections (c)(2)(FF)(i) through (xiv), inclusive of Section 3, and in subsection (b)(3) or (b)(10) of Section 3, the funds allocated in this resolution for that project may be reallocated by the Board for another project with regional recreation or open space benefit consistent with the purposes of this resolution within the City of Los Angeles. Such project shall be approved by the City Council of the City of Los Angeles.

Section 21. (a) The Department of Parks and Recreation shall administer for the District all funds for the projects and programs described in this resolution. Administrative costs eligible for funds available for project planning and design of projects funded pursuant to this resolution and the 1992 Order shall include project design and inspection when said inspection is required by the agency responsible for carrying out the project. In any year, a recipient agency may utilize

an amount not more than one percent (1%) of the funds which it is eligible to receive under subsection (b) of Section 23 for reimbursement of accounting and bookkeeping costs as applicable overhead to pay for compliance with the District's accounting and reporting requirements.

(b) Consistent with subsection (a) of Section 23, proceeds of the Additional Assessment shall be used for: (i) costs of maintenance and servicing of projects funded by the District (whether such projects were funded through the application of cash proceeds of assessments or proceeds of bonds, notes or other evidences of indebtedness issued by the District in accordance with this resolution or the 1992 Order) or otherwise acquired pursuant to this resolution, (ii) payment of actual administrative costs associated with carrying out the purposes of the District, by the District and recipient Public Agencies, and (iii) either to pay directly the costs of projects authorized pursuant to this resolution or the 1992 Order, or to pay debt service on any bonds, notes or other evidences of indebtedness of the District.

(c) It is the intention of the District to issue bonds, notes or other evidences of indebtedness, to fund all or a portion of the costs of the projects listed in Section 3 of this resolution. Such bonds, notes or other evidences of indebtedness may be issued in one or more series at such times and in such principal amounts as the Board may determine in its sole discretion.

(d) All proceeds of the Additional Assessment shall be deposited into the Parks Fund established pursuant to the 1992 Order. The Auditor-Controller of the County, on behalf of the District, may create any other funds, accounts or subaccounts necessary or desirable to account for the funds of the District, including the proceeds of assessments and bonds, notes and other evidences of indebtedness issued by the District.

(e) In accordance with the 1992 Order, all revenue generated by the District, including the proceeds from the issuance of any bonds, notes or other evidences of indebtedness, shall be deposited in the Parks Fund and shall be allocated among all affected Public Agencies within the District as defined in Section 5506.9 of the California Public Resources Code, for expenditure consistent with the purposes of Division 5, Chapter 3, Article 3 of said Public Resources Code and of the 1992 Order and this resolution. The County shall be reimbursed from the Parks Fund for the actual costs of administration of the District and the costs of issuance of bonds, notes or other evidences of indebtedness by the District.

(f) If the County purchases a surety bond to replace cash in a debt service reserve fund, either before or after bonds are issued, the cash so replaced shall be allocated in the same manner described in Section 24.

(g) No proceeds of any bonds, notes or other evidences of indebtedness issued by the District shall be used for any operations, maintenance or servicing purposes, except that such proceeds may be used to pay all costs incidental to the preparation and issuance of bonds, notes or other evidences of indebtedness of the District.

(h) The amounts of all allocations designated in Section 3 are net amounts, and shall not be reduced for administrative costs of the District.

(i) The District shall contract for an independent audit to be conducted annually by an independent auditing firm for the purposes of determining compliance by the District with the terms of this resolution and the 1992 Order, and to report on the status of all expenditures, grants and contracts as of the end of each fiscal year, including all fund balances; such audit to be completed and such auditor's report to be issued by January 1 of the following year. The Board may establish by resolution the scope of the annual audit which may include among other things an audit of the funds received and expended pursuant to this resolution and the 1992 Order by any recipient agency, including but not limited to the Department of Parks and Recreation, the Santa Monica Mountains Conservancy, the City of Los Angeles and the Department of Beaches and Harbors.

(j) The District shall manage its revenues and issue debt in a manner so as to ensure that sufficient funds are available in accordance with the terms of the Master Indenture to finance all capital outlay projects specified in Section 3 of this resolution and in Section 8 of the 1992 Order by the end of fiscal year 2008-09, and shall annually prepare a Plan of Revenues and Expenditures for the entire life of the 1992 Assessment and the Additional Assessment which demonstrates such availability of funds. The annual Plan of Revenues and Expenditures shall be prepared following completion of the annual audit referred to in subsection (i) of this Section and shall be adopted by the Board prior to June 30 of each year. In preparing the Plan of Revenues and Expenditures the District shall consult with an independent Financial Consultant, and may incorporate directly or by reference all or any portion of the engineer's report prepared by the District for that fiscal year.

Section 22. The Additional Assessment shall be levied for a period of twenty-two (22) years beginning with the fiscal year in which such Additional Assessment is first levied and collected by the District.

Section 23. (a) In each of the first twenty (20) years after the date the Additional Assessment is first levied and collected, a minimum of eighty percent (80%) of all proceeds of the Additional Assessment levied and collected by the District shall be used for capital outlay projects, including, but not limited to, acquisition and improvement of real property. For purposes of this resolution, capital outlay projects include the servicing of bonds, notes or other evidences of indebtedness issued by the District.

(b) On an annual basis, fifteen percent (15%) of all proceeds of the Additional Assessment and the 1992 Assessment (or such greater percentage of the proceeds of the Additional Assessment and the 1992 Assessment, not to exceed twenty percent (20%), as determined by the Board) shall be set aside and designated as the maintenance and servicing amount, and shall be used only to maintain and service capital outlay projects funded by the District pursuant to the 1992 Order and this resolution. Such maintenance and servicing amount

of the Additional Assessment and the 1992 Assessment shall be allocated each year as follows: (1) to the County (for the benefit of the Department of Parks and Recreation, or the Department of Beaches and Harbors, or any other applicable department as determined by the Board), an amount obtained by multiplying the aggregate amount of such maintenance and servicing funds to be allocated for such year by a fraction, the numerator of which is the number of parcels of land in the unincorporated area of the County and the denominator of which is the total number of parcels of land in the County; (2) to the Santa Monica Mountains Conservancy, or any other agency designated by it to manage properties acquired pursuant to this resolution or the 1992 Order by the Conservancy or any joint powers entity to which the Conservancy is a party which has acquired properties pursuant to the 1992 Order or this resolution, a percent of the total maintenance and servicing funds that equals the percent of the total capital outlay funds that are allocated to and/or to be expended by the Santa Monica Mountains Conservancy and Mountains Recreation and Conservation Authority pursuant to Section 3 of this resolution; and (3) except as provided in the next paragraph, to each incorporated city within the District, an amount obtained by multiplying the maintenance and servicing funds remaining after the allocations described in the preceding clauses (1) and (2) by a fraction, the numerator of which is the number of parcels of land in such city and the denominator of which is the total number of parcels of land in the incorporated areas of the County. Of the maintenance and servicing funds allocated to the County in this resolution and the 1992 Order, the Department of Beaches and Harbors shall be allocated an amount obtained by dividing the total amount of funds allocated to the Department of Beaches and Harbors in this resolution and the 1992 Order by the total amount of funds allocated for specific identified projects and for per parcel grants to the Department of Parks and Recreation in this resolution and the 1992 Order. On an annual basis, one million seven hundred thousand dollars (\$1,700,000) shall be deducted from the maintenance and servicing funds allocated to the City of Los Angeles in this resolution and the 1992 Order, and such amount shall be used to pay debt service on bonds, notes or other evidences of indebtedness issued to fund the project described in Section 8(b)2.V.x of the 1992 Order. In the event of an inconsistency between this Section and Section 23 of the 1992 Order, this Section shall prevail.

The allocations described in this Section 23 shall be made only to those recipients which certify that (1) such funds shall be used only to maintain and service projects funded by the District pursuant to this resolution or the 1992 Order, and (2) such funds shall be used to supplement existing levels of service and not to fund existing levels of service.

(c) If operation and maintenance and/or ownership of the County's beaches are transferred to a non-County entity in the future, the funds allocated pursuant to this section for maintenance and servicing of the County's beaches shall be re-allocated by the Board for maintenance and servicing of projects funded by this resolution or the 1992 Order.

Section 24. (a) To the extent permitted by applicable law and not inconsistent with the other provisions of this resolution, in each fiscal year, as determined by the independent audit conducted pursuant to subsection (i) of Section 21, a portion of the excess of (1) assessment revenues collected pursuant to this resolution and the 1992 Order plus investment earnings thereon, and any other revenues of the District (excluding bond proceeds or any other evidences

of indebtedness, but including collections of delinquent assessments and interest and penalties thereon), all cumulative to the date of the independent audit, over (2) amounts expended for capital outlay (excluding capital outlay funded with bond proceeds or other borrowed funds), and amounts expended or allocated for maintenance and servicing, administrative costs and debt service, all cumulative to the date of the independent audit (such excess being hereinafter referred to as the "Excess"), shall be allocated by the Board for grants in furtherance of the purposes of this resolution and the 1992 Order. The independent Financial Consultant referred to in subsection (j) of Section 21 shall annually determine what portion of the Excess from the prior year may be made available in the next fiscal year pursuant to this Section 24 without impairing the ability of the District to finance all capital outlay projects specified in Section 3 of this resolution and in Section 8 of the 1992 Order by the end of fiscal year 2008-09 and without impairing the District's ability to issue or repay bonds, notes or other evidences of indebtedness (such amount being hereinafter referred to as the "Available Excess"). The independent Financial Consultant shall make a recommendation as to the Available Excess to the District for its use in preparing the annual Plan of Revenues and Expenditures referred to in subsection (j) of Section 21. In each year, 80% of the Available Excess as identified in the Plan of Revenue and Expenditures approved by the Board shall be allocated by the Board pursuant to this section and in accordance with the following schedule (to the extent permitted by applicable law and not inconsistent with the other provisions of this resolution): 80% shall be allocated for capital projects and 20% shall be allocated for maintenance and servicing of those capital projects.

(b) Over the life of the 1992 Assessment and the Additional Assessment, a total of ten percent (10%) of the funds expended for capital outlay pursuant to subsection (a) shall be allocated for competitive grants pursuant to subsections (a)(2) and (a)(3) of Section 3, which shall be allocated equally among each supervisorial district; the remainder of the funds to be expended pursuant to subsection (a) of this Section shall be equally distributed between the category of highest priority regional open space and recreation projects (as defined in this Section) and the category of regional park and recreation facilities (as determined by the District). Of the annual amount of funds allocated pursuant to this Section, capital funds shall be available only to those agencies which have expended or committed to expenditure the capital funds allocated to said agencies in any category of expenditure under this resolution and the 1992 Order, except that the amount available for the category of regional park and recreation facilities shall be equally distributed between grants to the County and incorporated cities. Grants to incorporated cities shall be made only to those cities that have expended or committed to expenditure all funds allocated to them in all categories of expenditure under this resolution and the 1992 Order. In any year, first priority for expenditure of funds under this section shall be given to land acquisition projects. Capital funds not encumbered in any fiscal year shall be available for reallocation by the Board, pursuant to this section, in the subsequent annual allocation.

(c) For purposes of this section, "highest priority regional open space and recreation projects" shall mean projects for the purposes of and expended by the agencies identified in subsections (b)(2), (b)(9), (b)(14), and (d) of Section 3, including the Santa Clarita Woodlands,

and for projects along Ballona Creek consistent with the purposes and conditions specified in subsection (b)(9).

Section 25. Individuals who qualify for the California Property Tax Postponement Program (Sections 20581 et seq. of the California Revenue and Taxation Code) may also qualify for postponement of the Additional Assessment. The Treasurer and Tax Collector of the County shall notify those individuals who have qualified for the Property Tax Postponement Program of this provision.

Section 26. The method of assessment contained in the Engineer's Report with respect to the 1992 Assessment is hereby amended to the extent and with the effect that the portion of any vacant parcel of land, and the vacant portion of any partially improved parcel of land, in excess of two and one-half acres shall not be assessed. Notwithstanding any discrepancies, differences or variations between the Engineer's Report with respect to the 1992 Assessment and the Engineer's Report with respect to the Additional Assessment, it is the intent of this resolution that the method of assessment with respect to both the 1992 Assessment and the Additional Assessment shall be identical in all respects. Any such discrepancies, differences or variations in the method of assessment shall be resolved in favor of the Engineer's Report with respect to the Additional Assessment.

Section 27. Any revenue generated by the District (including the proceeds of any indebtedness of the District) which is available for capital outlay purposes, may be applied to fund any project contemplated under the 1992 Order or this resolution. In furtherance of this provision, proceeds of the 1992 Assessment which are to be applied to capital outlay purposes may be applied to fund projects under this resolution, and proceeds of the Additional Assessment which are to be applied to capital outlay purposes may be applied to fund projects under the 1992 Order. In addition, any proceeds of the 1992 Assessment or the Additional Assessment which are to be applied to capital outlay purposes may be applied to pay the principal of, or interest on, any bonds, notes or other indebtedness of the District, regardless of the time of issuance or the use of the proceeds of such bonds, notes or indebtedness.

Section 28. In case any provision of this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this resolution shall not in any way be affected or impaired thereby.

Section 29. This resolution shall not take effect unless approved by a majority of the voters of the County voting on the matter at a general or special election called by the Board for such purpose. If so approved by the voters, this resolution shall take effect, and the Additional Assessment shall exist and be deemed approved, all as of the date of the election, without regard to the date of certification of the election results.

Section 30. The officers and employees of the County and ex officio the officers and employees of the District, are and each of them acting alone is, hereby authorized and directed to

take any and all actions which are necessary or desirable to carry out the purposes of this resolution and the 1992 Order.

Section 31. The County Counsel is hereby authorized and directed to prepare a final text of this resolution, incorporating all amendments to the version on file with the Clerk of the Board on June 13, 1996, and approved by the Board, including appropriate paragraph numbering and/or lettering, cross references and other technical or conforming changes as County Counsel may deem necessary or desirable to carry out the Board's intent and for clarity and ease of reading. Technical and conforming changes shall include but not be limited to the insertion of new paragraphs in the appropriate place with an appropriate numerical or letter designation and the renumbering or re-lettering of other subsections and paragraphs to reflect the insertion, together with the updating of cross-references to such renumbered and re-lettered subsections and paragraphs in other portions of the resolution.

Section 32. The list of improvements in the Final Engineer's Report is amended to conform with descriptive and fiscal changes made to projects in Section 3 of this resolution.

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The foregoing resolution was on the 18th day of June, 1996, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

JOANNE STURGES, Executive Officer-Clerk of
the Board of Supervisors of the County of Los
Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

By: _____
Principal Deputy County Counsel

mjs15:measure.bos
6/17:final

Attachment B

Grant Application Form and Resolution of the LA County - Parks & Recreation

for Tesoro Adobe Improvements Project

Grant Number: P129-16-2596

The complete application is on file with the District and is hereby incorporated by reference.

Exhibit D

RECIPROCAL EASEMENT AND JOINT USE AGREEMENT

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

Leven & Seligman
1801 Century Park East, Suite 2200
Los Angeles, CA 90067
Attn: Gary E. Leven, Esq.

.....
Documentary Transfer Tax \$-0-

(Value and consideration is less than \$100.00)

RECIPROCAL EASEMENT AND JOINT USE AGREEMENT

THIS RECIPROCAL EASEMENT AND JOINT USE AGREEMENT dated _____, 2003 (this "Agreement"), is made by and among **Montalvo Properties LLC**, a California limited liability company ("Montalvo Properties"), **SunCal/Tesoro, LLC**, a Delaware limited liability company ("SunCal/Tesoro"), **Tesoro del Valle Master Homeowners Association**, a California nonprofit mutual benefit corporation ("Master Association"), and the **County of Los Angeles**, a body corporate and politic ("County"). (Montalvo Properties, SunCal/Tesoro, County and the Master Association to be individually referred to herein as, "**Party**" and collectively referred to herein as, "**Parties**"), with respect to the following:

A. Montalvo Properties, SunCal/Tesoro and other merchant builders (collectively, "**Developers**") are the owners of portions of that certain real property ("**Property**") located in the unincorporated area of the County of Los Angeles ("**County**"). Developers intend to develop a residential community on the Property to be known as Tesoro del Valle (the "**Project**").

B. In order to establish a plan for the development, maintenance, enjoyment and use of the Project, Developers have caused or will cause that certain Master Declaration of Establishment of Conditions, Covenants and Restrictions for Tesoro del Valle (the "**Declaration**") to be recorded against the initial phase of the Property to be developed and it is intended that all portions of the Property will be annexed thereto in the ordinary course of development of the Property. The Declaration provides for the formation of the Tesoro del Valle Master Homeowners Association ("**Master Association**") which shall be responsible for the management and maintenance of the Project and various portions of the common area ("**Master Common Area**"), including but not limited to, Lot 714 of Tract 51644 (referred to herein as, the "**Master Common Area Lot**"), all as described in the Declaration. As of the recording of this Agreement, the Master Common Area Lot is either (a) owned by SunCal/Tesoro and it is intended that the Master Common Area Lot will be conveyed to the Master Association, or (b) owned by the Master Association and SunCal/Tesoro has retained the right to grant the nonexclusive easement over the Master Common Area Lot, as described hereinbelow.

C. County is the owner of that certain real property located in the unincorporated area of the County of Los Angeles, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Historical Site**"), upon which is located an adobe ranch house, four other adobe structures and one wood-frame structure (collectively, the "**Historical Structures**"). County is obligated to operate, maintain and preserve the Historical Structures and the Historical Site as described in the Preservation Covenant ("**Preservation Covenant**") which was recorded against the Historical Site concurrently with the grant deed conveying title to County. By separate documentation, the maintenance and operation of the Historical Site and the Historical Structures will be made a part of a landscape and lighting act district ("**LLAD**") which has or will be formed for this purpose and all owners of Project Units (as defined in the Declaration) shall be assessed by the LLAD for such maintenance and operation costs in accordance with the terms and obligations of such separate documentation. In addition, the Master Association shall pay to the County that portion of the costs associated with the maintenance and operation of the Historical Site and the Historical Structures which are not covered by the LLAD, in the manner described hereinbelow.

D. Montalvo Properties, SunCal/Tesoro, the Master Association and County desire to (a) grant reciprocal nonexclusive easements over and across portions of the Historical Site and that portion of the Master Common Area Lot (the "**Master Common Area Easement Area**"), more particularly depicted on Exhibit B, attached hereto and incorporated herein by this reference, (b) provide for the joint use by the Parties hereto of the Historical Site and the Master Common Area Easement Area, all in accordance with the terms and provisions of this Agreement, and (c) provide for payment to the County by the Master Association for that portion of the costs associated with the maintenance and operation of the Historical Site and the Historical Structures which are not covered by the LLAD, in the manner described hereinbelow.

NOW, THEREFORE, the Parties hereto declare that the Historical Site and the Master Common Area Lot are hereby made subject to the easements, covenants, uses, restrictions, conditions, rights, burdens, benefits and other agreements hereinafter described with the intention that the same shall run with the land and shall be binding upon the Parties and shall inure to the benefit of subsequent owners thereof, upon and subject to the provisions hereof as follows:

1. Reciprocal Easements for Parking and Vehicular and Pedestrian Ingress and Egress.

1.1 Grant of Easements. SunCal/Tesoro hereby creates, establishes and grants a nonexclusive easement (the "**Master Common Area Easement**") over and across the Master Common Area Easement Area to and for the benefit of and as an appurtenance to the Historical Site for parking purposes and vehicular and pedestrian ingress and egress. County hereby creates, establishes and grants a nonexclusive easement (the "**Historical Site Easement**") over and across that portion of the Historical Site depicted on the attached Exhibit C (the "**Historical Site Easement Area**") to and for the benefit of and as an appurtenance to the Master Common Area Lot for parking purposes and vehicular and pedestrian ingress and egress. The Master Common Area Easement Area and the Historical Site Easement Area are collectively referred to herein as, the "**Easement Areas**". The easements granted herein shall continue for as long as the Historical Site is used in accordance with the terms and provisions of the Preservation Covenant.

1.2 Maintenance of Master Common Area Easement Area. The Master

Association shall at all times, at its sole expense, maintain the Master Common Area Easement Area in a neat, clean, safe and attractive condition.

1.3 No Interference. Neither Master Association nor County shall permit any uses within the Easement Areas which materially interfere with the quiet enjoyment of, and access to and from, the Historical Site and/or the Master Common Area Lot.

2. Joint Use.

2.1 Joint Use: Historical Site Rules. The Master Association, members thereof, and County shall all be entitled to joint use of the Historical Site and the Historical Structures located thereon, all in accordance with the terms and provisions of (a) this Agreement, (b) the rules and regulations for the joint use of the Historical Site ("**Historical Site Rules**"), attached hereto as **Exhibit D** and incorporated herein by this reference, and (c) the Preservation Covenant (including the requirement that County make the Historical Site open to the public on a regular and continuous basis in response to public demand for said access, but in no event less than twelve (12) days per year, and at such other times by appointment to permit persons affiliated with educational organizations, professional architectural associations and historical societies to study the Historical Structures. Any such public admission may be subject to restrictions as reasonably designed for the protection and maintenance of the Historical Structures. Such admission may also be subject to a reasonable fee. The Historical Site Rules may only be amended by the unanimous written consent of all members of the Coordinating Committee, as defined below.

2.2 Coordinating Committee. County and the Master Association shall form a committee ("**Coordinating Committee**") which will coordinate and discuss any issues which require the coordination or cooperation of the Parties hereto, including but not limited to, the scheduling of events and use of the Historical Site. Such Coordinating Committee will be comprised of one member of each of County and the Master Association and shall be formed and governed in accordance with the rules and criteria established by its members. Notwithstanding the above, the Coordinating Committee shall have no power to burden the Master Common Area Lot or the homeowners within the Tesoro del Valle Project in any manner nor to bind any Party to any obligations, other than in accordance with the terms and provisions of this Agreement.

2.3 Maintenance and Costs of the Historical Site. County shall at all times maintain the Historical Site and all improvements thereon in a neat, clean, safe and attractive condition.

3. Payment to County: Budgets and Annual Reports.

3.1 The Master Association shall pay to the County that portion of the costs associated with the maintenance and operation of the Historical Site and the Historical Structures which are not covered by the LLAD, in the manner described hereinbelow. Commencing the later of both (a) ninety (90) days after the last date of the month in which the first escrow closing within the Project occurs, and (b) that date that the interpretive center located within the Historical Site is in use and operational and is incurring operating expenses ("**Dues Commencement Date**"), the Master Association shall pay to County an initial amount equal to Ten Dollars (\$10.00) per month per

Project Unit (as defined in the Declaration) which is subject to and liable for assessments in accordance with the Declaration, which amount may be changed from time to time in accordance with Section 3.2 below, but in no event shall exceed a maximum of Ten Dollars (\$10) per month per Project Unit which is subject to and liable for assessments in accordance with the Declaration ("**Master Association Dues Subsidy**"). The initial monthly Master Association Dues Subsidy per Project Unit shall be based on the Proposed Fiscal Year 2003/2004 Budget Estimate included in the final Engineer's Report for LLA District No. 4, Zone 76, Tesoro Adobe Park ("**Budget**"), a copy of which is attached hereto as Exhibit E and incorporated herein by this reference, and shall be determined as follows: (a) subtracting the Total District Share (as shown on the Budget) from the Total Expenses (as shown on the Budget), (b) dividing the difference by the number of Project Units subject to and liable for assessments in accordance with the Declaration on the Dues Commencement Date, and (c) dividing that amount by twelve (12).

3.2 County shall distribute to the Master Association by mail, no less than ninety (90) days before the beginning of each fiscal year of County, a copy of the pro forma operating budget for the Historical Site and a notice of a request of any increase or decrease in the Master Association Dues Subsidy, if applicable, to the forthcoming fiscal year based on the pro forma operating budget. The pro forma operating budget shall be prepared consistently with the prior fiscal year's operating (income) statement and shall include (a) an estimate of all revenue (including, but not limited to, revenue derived from the LLAD and from all admission and other fees obtained in connection with the operation of the Historical Site) and expenses for the forthcoming fiscal year, and (b) adequate reserves for contingencies and for deferred maintenance, repair, replacement or improvements to the Historical Site and Historical Structures. In addition, an annual report shall be distributed to the Master Association within one hundred twenty (120) calendar days after the close of County's fiscal year consisting of: (a) a balance sheet as of the end of the fiscal year; (b) an operating (income) statement for the fiscal year; (c) a statement of changes in financial position for the fiscal year; (d) any information required to be reported under *California Corporations Code Section 8322*; and (e) a review of the annual report for the Association prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy.

The Master Association shall have the right to review and approve each year, the pro forma operating budget and annual report for the Historical Site, described hereinabove, within thirty (30) days of receipt thereof, in order to determine whether the Master Association Dues Subsidy for the forthcoming fiscal year is reasonable. Further, the Master Association's obligation to pay the Master Association Dues Subsidy shall be contingent upon its receipt of the pro forma operating budget and annual report each year, as described herein. In the event that the Master Association shall not approve such pro forma operating budget and annual report, the Master Association shall give the County written notice of disapproval thereof, but shall continue to pay to the County the amount of the Master Association Dues Subsidy for the prior year until such dispute is resolved; provided, however, the Master Association shall continue to assess its members the amount of the Master Association Dues Subsidy included in the disputed pro forma operating budget and, depending upon the resolution of the dispute, either (a) pay the difference of the amounts actually paid to the County and the disputed total Master Association Dues Subsidy to the County, or (b) refund the overage to the member who paid it, as appropriate. Any dispute arising out of or in any way relating to the payment of the Master Association Dues Subsidy or any rights and obligations contained within the Reciprocal Easement and Joint Use Agreement shall be resolved by judicial reference or arbitration in accordance with Sections 18 and 19 of this Agreement. The County hereby agrees that so long as

the Master Association is paying any dues to the County, all monies received by the County for the purposes of maintenance, repair, operation and administration of the Historical Site shall be used exclusively for such purposes for the Historical Site.

4. Required Insurance.

4.1 By County. County shall at all times maintain in full force and effect comprehensive, broad form, general liability insurance that shall protect against claims and liability for personal injury, death, and/or property damage arising from the use and/or condition of the Historical Site, the improvements thereon, and/or any abutting public right-of-way, and it shall provide combined single limit protection of at least One Million Dollars (\$1,000,000) per occurrence with a maximum deductible of Twenty-five Hundred Dollars (\$2,500). Such insurance shall be carried only with responsible insurance companies licensed to do business in California. County shall deliver certificates periodically to the Master Association that provide evidence that such insurance has not lapsed or been materially changed and the same is and will remain in full force and effect for at least one (1) year from the date of the certificate, it being County's obligation to ensure that the Master Association always has evidence that such required insurance coverage is at all times in force and effective. In lieu of commercial insurance, the County shall retain the right to self-insure all or any portion of its insurance obligations herein.

4.2 By the Master Association. The Master Association shall at all times and at its sole cost and expense maintain in full force and effect comprehensive, broad form, general liability insurance that shall protect against claims and liability for personal injury, death, and/or property damage arising from the use and/or condition of the Master Common Area Easement Area, the improvements thereon, and/or any abutting public right-of-way, and it shall provide combined single limit protection of at least One Million Dollars (\$1,000,000) per occurrence with a maximum deductible of Twenty-five Hundred Dollars (\$2,500). Such insurance shall be carried only with responsible insurance companies licensed to do business in California. The Master Association shall deliver certificates periodically to County that provide evidence that such insurance has not lapsed or been materially changed and the same is and will remain in full force and effect for at least one (1) year from the date of the certificate, it being the Master Association's obligation to ensure that County always has evidence that such required insurance coverage is at all times in force and effective.

5. Indemnification. Each of the Parties hereto hereby indemnifies and agrees to forever save and hold harmless the other Parties hereto, and their respective officers, agents and employees from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys' fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which such other Party or Parties may suffer or incur arising directly or indirectly with respect to any Party's obligations pursuant to this Agreement.

6. Defaults, Remedies. If any Party hereto shall be in breach or default of its covenants or obligations under this Agreement, then prior to exercising any right or remedy in connection therewith, the nondefaulting Party shall notify the defaulting Party of the occurrence of such breach or default, describing the particulars thereof, and shall demand that the same be fully cured within thirty (30) days after receipt of such notice. If, thereafter, such breach or default is not so fully

cured, then the nondefaulting Party may exercise such rights and remedies available to it at law, in equity and/or hereunder including, by way of example only, specific performance and compensation for any damage caused by such breach or default.

7. Rights Cumulative, No Implied Waivers. Each of the rights and remedies available hereunder, at law or in equity are cumulative, and the exercise by any such Party hereto of one or more of such rights or remedies shall not preclude such Party's exercise, at the same time or different times, of any other right or remedy for the same or any other breach or default by the other Party. No waiver of any right, remedy, breach, default or other provision hereof shall be implied, and any such waiver shall be effective only if in writing and signed by the Party to be charged with such waiver. No waiver of any breach of any provision hereof shall be deemed a waiver of any subsequent breach whether of the same or another provision hereof.

8. Time of the Essence; Construction. Time is of the essence of each and every provision hereof. Use of the neuter shall include the masculine and feminine, the singular shall include the plural, and vice versa.

9. Notices. Any notice, demand or other communication which any Party may be required or may wish to give to another Party shall be in writing and shall be addressed to said other Party at the address listed below. Any such notice so addressed shall be deemed delivered upon receipt if delivered personally or by courier service or on the third (3rd) business day after deposit into the U.S. mail if sent by certified mail, postage prepaid, return receipt requested. If any Party wishes to change its address for the receipt of any notice hereunder, then such owner shall notify the other owner of such address change in accordance with the provisions of this Section.

If to Montalvo Properties LLC:

Montalvo Properties LLC
3600 Birch Street, Suite 100
Newport Beach, California 92660
Fax: (949) 863-9010
Attention: Tim Collins & John Evans

with a copy to:

Leven & Seligman
1900 Avenue of the Stars
19th Floor
Los Angeles, California 90067
Fax: (310) 843-9353
Attention: Gary E. Leven, Esq.

If to SunCal/Tesoro:

SunCal/Tesoro, LLC
5109 E. La Palma Avenue
Suite D
Anaheim, California 92807

Fax: (949) 693-6731
Attention: Bruce Elieff

with a copy to:

SunCal/Tesoro, LLC
21601 Devonshire Blvd.,
Suite 116
Chatsworth, California 91311
Fax: (818) 772-2067
Attention: Frank Faye and Bob Barjam

and;

Voss, Cook & Thel LLP
895 Dove Street
Suite 450
Newport Beach, California 92660
Fax: (949) 720-1508
Attention: Bruce V. Cook, Esq.

If to County:

Los Angeles County Department of Parks and Recreation
455 South Vermont Avenue
Los Angeles, CA 90020
Attention: Tim Gallagher, Director

with a copy to:

If to Master Association:

Tesoro del Valle Master Homeowners Association
c/o Merit Property Management, Inc.
25910 Acero Street, #200
Mission Viejo, CA 92691
Attention: Kathy Zechmeister

10. Entire Agreement. This Agreement, together with the Exhibits attached hereto and forming a part hereof, constitutes the entire agreement among the Parties with respect to the matters covered herein and supersedes any prior negotiations, understandings or agreements with respect to the matters contemplated hereby.

11. Exhibits Incorporated. Each of the Exhibits attached hereto are incorporated herein and made a part of this Agreement.

12. Amendments, Waivers in Writing. This Agreement may not be amended or altered

except by a written instrument signed by each of the then-owners of fee title to the Historical Site and the Master Common Area Lot.

13. Severability. Should any term, part, portion or provision of this Agreement or any application hereof to any person or circumstance be held to be illegal, invalid or in conflict with any applicable law, rule or regulation, then the validity of the remaining terms, parts, portions and provisions hereof and the application hereof to other persons or circumstances shall be deemed severable, and the same shall remain enforceable and valid to the fullest extent permitted by law.

14. Covenants Running with the Land. The Parties hereto do hereby agree to the provisions hereof on its own behalf and on behalf of the subsequent owners of the Historical Site and the Master Common Area Lot, it being intended that this Agreement and its provisions shall run with the land, shall be binding upon, and shall inure to the benefit of the Parties hereto and each such subsequent owner of the Historical Site and the Master Common Area Lot.

15. Counterpart. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

16. Judicial Reference. Any dispute arising out of or in any way relating to this Agreement shall be resolved by judicial reference or arbitration, as described in Section 17 below. The same shall be governed by and be conducted in accordance with *California Code of Civil Procedure Sections 638 through 645.1* (as amended from time to time) as well as the following provisions:

16.1 The proceeding shall be brought and held in the County in which the Project is located unless the parties agree to an alternate venue. The parties shall use the procedures adopted by the Judicial Arbitration and Mediation Service, Inc./Endispute ("JAMS") for judicial reference and selection of a referee.

16.2 The parties shall agree upon a single referee who shall have the power to try any and all of the issues raised (whether of fact or of law) which may be pertinent to the matters in dispute and to issue a statement of decision thereon to the court. Any dispute regarding the selection of the referee shall be resolved by JAMS. The referee shall be authorized to provide all remedies available in law or equity appropriate under the circumstances other than punitive damages and the referee may require one or more pre-hearing conferences. The parties shall promptly and diligently cooperate with each other and the referee and perform such acts as may be necessary for an expeditious resolution of the dispute.

16.3 The parties shall be entitled to discovery and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge. A stenographic record of the trial shall be made, provided that the record shall remain confidential except as may be necessary for post-hearing motions and appeals, if any. The referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

16.4 The referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable. Said statement of decision upon all of the issues considered by the referee shall be binding upon the parties and, upon filing of the statement of

decision with the clerk of the court or with the judge where there is no clerk, judgment may be entered thereon. The decision of the referee shall be appealable.

17. Arbitration. Any dispute arising out of or in any way relating to this Agreement shall be resolved by judicial reference, as described in Section 16 above, or arbitration, as described hereinbelow. If such parties elect to utilize arbitration to settle or resolve such claim or dispute, then the arbitration shall be conducted in accordance with the following provisions:

17.1 The claimant shall be responsible for paying the initial fees and costs. The arbitrator(s) shall ultimately determine, however, which of the parties shall be liable for some or all of the costs and fees of the arbitration including the initial and ongoing fees and costs.

17.2 The arbitration shall be administered by a neutral and impartial person (the "administrator") selected by the party responsible for advancing the initial fees and costs pursuant hereto.

17.3 One (1) or more (but no more than three (3) neutral and impartial individuals shall serve as arbitrator(s), and they shall be selected and appointed by mutual agreement of the parties within sixty (60) days from the date of the administrator's receipt of a written request from a party to arbitrate the claim or dispute. In selecting the arbitrator(s) and the administrator, the provisions of *California Code of Civil Procedure Section 1297.121* (as amended from time to time) shall apply. An arbitrator or an administrator may be challenged for any of the grounds listed therein or in *California Code of Civil Procedure Section 1297.124* (as amended from time to time).

17.4 The venue of the arbitration shall be within the County unless the parties agree to some other location.

17.5 The arbitration shall be conducted in accordance with the Rules and Regulations of JAMS.

17.6 The arbitration shall commence and be concluded promptly and timely in accordance with the rules applicable thereto, but if said rules do not specify, and the parties cannot otherwise agree upon, a commencement date, then the arbitrator(s) shall fix the same.

17.7 The arbitrator(s) shall have the authority to provide for all recognized remedies available at law, in equity and hereunder for any cause of action which is the basis of the arbitration. The arbitrator(s) shall, however, base any award and/or final decision on the terms and provisions of this Agreement, if applicable, and in any event they shall endeavor to follow the law and judicial precedent which a United States District Judge sitting in the Central District of California would apply if the dispute or claim was being litigated in such court; provided, however, that nothing contained herein shall be deemed to enlarge the grounds for vacating arbitral awards even if, despite such endeavors, the arbitrator(s) fail to correctly follow applicable law.

17.8 The parties shall have the right to discovery in accordance with *California Code of Civil Procedure Section 1283.05* (as amended from time to time).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its duly authorized officer(s), agents(s) or representative(s) as of the date first written above.

DATED: _____

MONTALVO PROPERTIES LLC,
a California limited liability company

By: _____
Name: Joseph D. Clougherty
Title: Managing Member

By: _____
Name: Bernard J. Clougherty
Title: Managing Member

DATED: _____

"County"

By: _____
Name: _____
Title: _____

DATED: _____

SUNCAL / TESORO, LLC, a Delaware
limited liability company

By: SCC Acquisitions, Inc., a California
corporation member

By: _____
Name: _____
Its: _____

By: LB / Lakeside Capital Partners, LLC, a
Delaware limited liability company,
Member

By: _____
Name: _____
Its: _____

DATED: _____

"Master Association"
Tesoro del Valle Master Homeowners
Association, a California nonprofit mutual
benefit corporation

By: _____
Title: _____

By: _____
Title: _____

Exhibits:

- A: Description of Historical Site
- B: Depiction of Master Common Area Easement Area
- C: Depiction of Historical Site Easement Area
- D: Historical Site Rules
- E: Budget

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

SUBORDINATION BY LENDER

The undersigned ("**Lender**") is the current owner of and beneficiary under that certain deed of trust dated _____ (the "**Blanket Trust Deed**"), made by _____ as trustor to _____, as trustee, that was recorded in the Official Records of Los Angeles County, California, on _____, as Instrument No. _____ and creates a lien against the **[Fill in Master Common Area Lot or Historical Site, as appropriate]**.

Lender does hereby: (1) consent to each and all of the provisions contained in the foregoing Agreement to which this page is appended and of which this page is a part (together with all amendments, modifications, supplements and replacements thereof or thereto whether now or hereafter made, collectively, the "**Agreement**"); (2) agree that the lien and charge of the Blanket Trust Deed shall be, and is hereby made, subject, subordinate, and junior, in all respects, to the Agreement, which shall be remain at all times unconditionally prior and superior to the lien and charge of the Blanket Trust Deed; and (3) acknowledge and agree that the Blanket Trust Deed and the instrument(s) evidencing the obligations secured thereby shall be appropriately marked and endorsed to reflect the subordination effected hereby.

Executed by the duly authorized agent(s), officer(s) or representative(s) of Lender as of the date first written above.

"Lender"

EXHIBIT "A"
Description of Historical Site

Lot 5 of Tract 51644-05 in the County of Los Angeles, State of California, as per map recorded in Book 1273, Pages 7 through 16, inclusive, of Miscellaneous Records (Maps) in the Office of the County Recorder of said County.

EXHIBIT "B"
Depiction of Master Common Area Easement Area

EXHIBIT "C"
Depiction of Historical Site Easement Area

EXHIBIT "D"

Historical Site Rules

1. The County shall operate and maintain the Historical Site in a manner appropriate to a public site that is located within a residential neighborhood and adjacent to a recreational facility. The County shall further operate and maintain the Historical Site in accordance with the Preservation Covenant, including but not limited to, keeping the Historical Site open to the public on a regular and continuous basis in response to public demand for said access, but in no event less than twelve (12) days per year, and at such other times by appointment to permit persons affiliated with educational organizations, professional architectural associations and historical societies to study the Historical Structures. Any such public admission may be subject to restrictions as reasonably designed for the protection and maintenance of the Historical Structures. Such admission may also be subject to a reasonable fee, as determined by the County; provided, however, that such admission fee shall be waived for members of the Master Association ("Homeowners"). These Historical Site Rules are intended to be evolutionary to facilitate a high level of maintenance and preservation of a unique historic resource.
2. The County, in consultation with the Coordinating Committee, shall be responsible to prepare and monitor an annual master calendar and to allocate and assign equitable use of the Historical Site by the Master Association and the public, including but not limited to, educational and cultural institutions, filming companies and private parties. In the event of conflicts prior to the actual booking of an event, the following uses shall have the following priority: the interpretive center shall be open to the general public on the first Saturday of every month, between 10:00 a.m. – 5:00 p.m., and this use shall have first priority during this period of time. The Master Association and Homeowners shall have first priority for use during other portions of the weekends; the William S. Hart Union High School District shall have second priority for use during other portions of the weekends, but shall have first priority for use during the week for educational programs; and other historical/cultural events shall have third priority.
3. The County, in consultation with the Coordinating Committee, shall establish a list of other acceptable and compatible uses and specify the days, limitations and times when appropriate, such as: Cultural Events–Music, Recitals, Lectures, Etc.; Fundraising Events; Educational Classes/Tours; Celebrations–Receptions, Parties, Etc.; Commercial Ventures–Movie Production. All persons or entities that shall be allowed to use the Historical Site ("Users") shall be subject to the terms and provisions of the Historical Site Rules.
4. In scheduling and establishing use of the Historical Site, the County, in consultation with the Coordinating Committee, shall take reasonable measures to ensure that disturbances to the Homeowners are minimized. This includes, but is not limited to, placing restrictions and/or limitations on noise, traffic, hours of operation, ambient light and parking.
5. Occupancy Limits will be established for each specific use, such as: Main Ranch House viewing limited to thirty (30) people. Occupancy of all other areas of the Historical Site shall be limited to the amount allowed in accordance with the local municipal codes.
6. All children must be accompanied by an adult at all times.

7. A reasonable Rental Fee, Clean-up Fee, Coordination/Operational Fee and Security Deposit shall be charged for use of the Historical Site in the amounts to be determined, except as follows:

- a. The Master Association and the Homeowners shall be exempt from payment of the Rental Fee.
- b. The County shall be entitled to a waiver of the Rental Fee for two events per year.
- c. All fees may be waived for interpretative/educational uses.

In addition to the above, a fee may be charged for special security and/or valet parking to mitigate parking conflicts, if it is determined by the County that such fees are necessary. All fees will be reviewed annually and revised, if appropriate.

8. Prior to the rental of the Historical Site by any User, such User shall be required to read and approve, in writing, the regulations and restrictions for use of the Historical Site, including but not limited to:

- a. limits and restrictions for noise abatement (i.e. use of amplified music and/or public address systems), traffic, hours of operation and ambient light.
- b. clean-up requirements, including but not limited to, removal of all trash.
- c. Security and Safety Instructions, the prohibition of use or entry onto the property of the Master Association and the Homeowners.
- d. The hours of operation of the Historical Site shall begin no earlier than 10:00PM and shall end no later than 11:00 PM on Friday and Saturday and 9:30 PM on Sunday – Thursday.
- e. Use of caterers from list approved by the County.
- f. Other rules of conduct.
- g. Obtaining parking permits for the User's guests.

9. Certificates of Insurance and additional insured endorsements may be required by certain Users in an amount of coverage to be determined by the County. In addition, each User shall be required to execute an indemnification agreement indemnifying and holding harmless the County and the Master Association from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys' fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which arise directly or indirectly with respect to such User's use of the Historical Site.

10. There shall be no overnight parking within the Historical Site or the Master Common Area Easement Area.

11. Any operation, use and/or repair of the Historical Structures must be consistent with the requirement to preserve their historical character. No permanent changes or other alterations of the historical Structures may be made unless in conformance with the Secretary of the Interior's Standards for Rehabilitation.

EXHIBIT "E"
Budget

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENTDEPT'S. 600 - 06
No.

DEPARTMENT OF Parks and Recreation

February 2, ~~XX~~ 2005

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2004-2005

4 - VOTE BUDGET ADJUSTMENT

FINANCIAL SOURCES:

Tesoro Adobe Special Fund

Revenue: Operating Transfer In

CAL - PK - 40530 - ~~999~~ 9911 *cy*

\$11,000.00 Increase Revenue

Tesoro Adobe Special Fund

Revenue: Reimbursement of Expense - HOA

CAL - PK - 40530 - 9846

\$41,000.00 Increase Revenue

Tesoro Adobe Special Fund

Revenue: Donations

CAL - PK - 40530 - 9686

\$85,000.00 Increase Revenue

FINANCIAL USES:

Tesoro Adobe Special Fund

Services & Supplies

CAL - PK - 40530 - 2000

\$137,000.00 Increase Appropriation

JUSTIFICATION: To establish and provide appropriation for the operation and maintenance of the park.

LLAD - L #4 2n76

Services and Supplies *cy*P31 - PK - 52999 - 2000 *hw*

\$ 11,000

LLAD - L #4 2n76 *cy*Operating Transfer Out *hw*

P31 - PK - 52999 - 6100

\$ 11,000

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY

No. 253

Feb. 3 2004

APPROVED AS REQUESTED

AS REVISED

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

19

BY

DEPUTY COUNTY CLERK

SEND 5 COPIES TO THE AUDITOR-CONTROLLER

Tesoro Adobe Park
Projected Annual Operating Expenses and Revenue

	Fiscal Year						
	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
No. of Assessable EDUs (LLAD)	927	1,200	1,400	1,575	1,791	1,791	1,791
Assessment per EDU	\$ 57.00	\$ 59.00	\$ 61.06	\$ 63.20	\$ 65.41	\$ 67.70	\$ 70.07
No. of Assessable Property Units	700	900	1,000	1,077	1,077	1,152	1,152
<u>Operating Requirements</u>							
Salaries & Employee Benefits	41,000	167,000	171,000	175,000	179,000	183,000	188,000
Services & Supplies	26,000	106,000	110,000	114,000	117,000	122,000	126,000
LLAD Reserve	22,000	\$ 30,000	\$ 36,000	\$ 42,000	\$ 49,000	\$ 51,000	\$ 53,000
LLAD Administration	11,000	27,000	31,000	34,000	37,000	39,000	40,000
Total Operating Requirements	\$ 100,000	\$ 330,000	\$ 348,000	\$ 365,000	\$ 382,000	\$ 395,000	\$ 407,000
<u>Financing Sources</u>							
LLAD Prior Year End Reserve	\$ 9,000	\$ 91,000	\$ 30,000	\$ 36,000	\$ 42,000	\$ 49,000	\$ 51,000
LLAD Benefit Assessment	\$ 53,000	\$ 71,000	\$ 85,000	\$ 99,000	\$ 117,000	\$ 121,000	\$ 125,000
Master Association Payments	21,000	108,000	120,000	129,000	129,000	138,000	138,000
One-Time Donation	85,000						
Interest	1,000	2,000	2,000	2,000	2,000	3,000	3,000
Rental and Admission Fees	-	2,000	2,000	3,000	3,000	3,000	3,000
Total Financing Sources	\$ 169,000	\$ 274,000	\$ 239,000	\$ 269,000	\$ 293,000	\$ 314,000	\$ 320,000
Projected Net County Cost Required	\$ (69,000)	\$ 56,000	\$ 109,000	\$ 96,000	\$ 89,000	\$ 81,000	\$ 87,000
Average Net County Cost		\$ 86,333.33					

Notes:

Assumes County takes ownership of Park as of March 2005

Assumes CPI of 3.5 percent applied to expenses and benefit assessment

ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT (Assignment), dated for reference purposes only as _____, is made by and among the LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (District), a California Special District; Grantee (Los Angeles County Department of Parks and Recreation), a government organization; and Assignee (City of Santa Clarita, a general law city).

RECITALS

A. On June 7, 2016, Grantee and the District entered into Grant Agreement P129-16-2596 (Grant Agreement), for the Tesoro Adobe Improvements Project which consisted of rehabilitation of the Ranch House Museum and other park buildings; purchase and installation of utilities, finishes; and related improvements. (Project).

B. Due to the transfer of ownership of the park facility, Grantee wishes to assign its obligations under the Grant Agreement to Assignee. Assignee has agreed to accept the assignment and assume the obligations as Grantee under the Grant Agreement. The District is willing to consent to this assignment and assumption subject to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference into this Assignment, Grantee, Assignee, and the District hereby agree to the following:

1. **Assignment and Assumption.** Grantee hereby assigns, conveys and transfers to Assignee all right, title, interest, and obligations as Grantee under the Grant Agreement. Assignee hereby accepts such assignment and assumes and agrees to be bound by all of the terms and provisions of the Agreement and assumes all obligations of Grantee arising under the Grant Agreement.
2. **Consent to Assignment, Assumption and Release.** District consents to the assignment by Grantee to Assignee and to the assumption by Assignee of all rights, title, interest and obligations as Grantee under the Grant Agreement.
3. **Use of Real Property.** It is the intent of the parties that the Property shall be used, operated, maintained and managed in accordance with the Grant Agreement. The property shall not be sold, transferred, exchanged or otherwise conveyed (including any

portion of it or any interest in it) (each, a "Transfer") except in compliance with Sections D.9 and D.10 of the Grant Agreement.

4. **Effectiveness of Assignment.** This Assignment shall be deemed effective as of the date executed by the last of the parties to do so (the effective date) and shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties. Except as otherwise specifically provided in this Assignment, the rights and obligations of Grantee, Assignee, and the District shall be those set forth in the Grant Agreement.

5. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, District, Grantee, and Assignee have executed this Assignment and Assumption of Grant Agreement as set forth below.

**LOS ANGELES COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT**, a California
Special District

Dated: _____

By: _____

Christina Angeles
District Administrator

Los Angeles County Department of Parks and
Recreation, a government organization (Grantee)

Dated: _____

By: _____

[Name]
[Title]

City of Santa Clarita, a general law city
(Assignee)

Dated: _____

By: _____

[Name]
[Title]

WHEN RECORDED RETURN TO:

□

.....

**AMENDMENT NO. 1 TO
RECIPROCAL EASEMENT AND JOINT USE AGREEMENT**

This Amendment to the RECIPROCAL EASEMENT AND JOINT USE AGREEMENT dated May 20, 2005 ("**Agreement**"), is made and entered into this ____ day of _____, 2022, by and between the County of Los Angeles ("**County**"), the City of Santa Clarita ("**City**"), Montalvo Properties LLC, a California limited liability company ("**Montalvo Properties**"), Tesoro del Valle Master Homeowners Association, a California nonprofit mutual benefit corporation ("**Master Association**").

Whereas, in 2005, the County, Montalvo Properties, Master Association entered into the Agreement regarding Tesoro Adobe Park, a public park owned and operated by the County.

Whereas, the City is annexing unincorporated territory including Tesoro Adobe Park.

Whereas, the County and City have agreed to transfer ownership and operation of Tesoro Adobe Park to the City.

Therefore, the Parties wish to amend the Agreement to replace the County with the City.

1. Assumption of Rights and Responsibilities. The City agrees to assume all of County's rights and responsibilities under the Agreement.
2. Substitution of the County. All references to the County of Los Angeles or "County" in the Agreement, are hereby replaced with the appropriate reference to the City of Santa Clarita or "City".
3. Effective Date. The effective date of this Amendment shall be the later of the following: (1) final execution by all parties; or (2) completion of the transfer of Tesoro Adobe
4. No Other Changes. Except as expressly set forth herein, all other terms and provisions of the Conservation Easement remain in full force and effect.

///

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their authorized officials as of the day and year first above written.

County of Los Angeles,
a body corporate and politic

Mountains Restoration Trust,
a California public benefit nonprofit
corporation

By: _____
Norma E. García-González,
Director Parks and Recreation

By: _____
Kevin Gaston, Deputy Director

APPROVED AS TO FORM:
DAWYN R. HARRISON
Acting, County Counsel:

APPROVED AS TO FORM:
Counsel for MRT

By: _____
Rory LoAllen, Deputy

By: _____
Greenberg Glusker Fields Claman &
Machtinger LLP,

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

By: _____
Roger Hernandez, Deputy

Pursuant to Section 18, "AMENDMENTS", the Agreement is hereby amended:

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/27/2022		
BOARD MEETING DATE	8/9/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Parks and Recreation		
SUBJECT	ESTABLISH AND APPROVE SIX RESTROOM CAPITAL PROJECTS APPROVE APPROPRIATION ADJUSTMENT APPROVE USE OF JOB ORDER CONTRACT		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The grant funding requires all projects be complete and open to the public by December 2023.		
COST & FUNDING	Total cost: \$5,592,000	Funding source: \$4,792,000-State of California Proposition 68 Grant Program \$800,000-SD1 County Priority Measure A	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	<ul style="list-style-type: none"> Find that the projects are exempt from CEQA; Establish and approve the projects; Approve appropriation adjustments for the projects, fully offset with Proposition 68 and Measure A grant funds; and Authorize the Director of the Department of Parks and Recreation (or her designee) to deliver the projects through Board-approved Job Order Contracts. 		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Project Restroom will provide safe, durable, convenient, and accessible restroom facilities. Access to safe public restrooms is vital to personal and public health and is an essential park function. Project Restroom will renew parks and recreation resources for people living near a County park, including many people living in poverty, increasing population health outcomes and creating safer, more welcoming places for people to engage in healthy activities.</p> <p>Proposed scopes include renovation of eleven (11) existing restroom facilities and two (2) new restroom buildings where existing facilities cannot meet demand at the six project locations.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: "Project Restroom" projects will invest in restroom infrastructure across Los Angeles County particularly in areas that have been historically underserved and are communities of high need, as designated by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment.		

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The proposed projects will achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6) of the Our County Sustainability Plan. Aligned with the County’s Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles, data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify the proposed projects in order to reduce racial disparities in life outcomes as well as disparities in public investment to shape those outcomes.
DEPARTMENTAL CONTACTS	Daniel Abratte, Departmental Facilities Planner I (626) 588-5350, dabratte@parks.lacounty.gov Kimberly McDowell (626) 588-5347, kmcdowell@parks.lacounty.gov



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

August 9, 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:

**ESTABLISH AND APPROVE SIX RESTROOM CAPITAL PROJECTS
APPROVE APPROPRIATION ADJUSTMENT
APPROVE USE OF JOB ORDER CONTRACT
(SUPERVISORIAL DISTRICT 1)
(FY 2022-23, 4-VOTES)**

SUBJECT

Approval of the recommended actions will find the proposed projects exempt from the California Environmental Quality Act; establish and approve the proposed capital projects; approve the proposed project budgets and appropriation adjustments; and authorize the Director of Parks and Recreation, or her designee, to proceed with the proposed projects utilizing Board-approved Job Order Contracts.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed projects are categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the records of the projects.
2. Establish and approve the following proposed projects: Whittier Narrows New Restroom and Restroom Renovation Project, Capital Project No. 87833, with a total project budget of \$2,566,000; Atlantic Avenue New Restroom Project Capital Project No. 69990, with a total project budget of \$886,000; Parque de los Sueños Restroom Renovation Project, Capital Project No. 87834, with a total project budget of \$332,000; Bassett Park Restroom Renovation Project, Capital Project No. 87835, with a total project budget of \$265,000; Belvedere Community Regional Park Restroom Renovation Project, Capital Project No. 87836, with a total project budget of \$926,000; and, Peter F Schabarum Regional County Park Restroom Renovation Project, Capital Project No. 87837, with a total project budget of \$617,000.

3. Approve the appropriation adjustment in the amount of \$5,592,000 by appropriating \$4,792,000 in grant revenue from the California Department of Parks and Recreation (State Parks) through the Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Recreational Infrastructure Revenue Enhancement Grant Program Recreational Infrastructure Revenue Enhancement Grant Program (Proposition 68 RIRE) and appropriating \$800,000 in Supervisorial District 1 County Priority Measure A Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation grant program (Measure A) to fully fund the proposed projects.
4. Authorize the Director of the Parks and Recreation, or her designee, to deliver the proposed projects through Board-approved Job Order Contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the six (6) proposed Capital Projects (Projects) exempt from the California Environmental Quality Act (CEQA); establish Capital Project Numbers 87833, 69990, 87834, 87835, 87836, and 87837; and approve the proposed Projects and budgets. The recommended actions will also authorize the Department of Parks and Recreation (Department) to deliver the proposed Projects through a Board-approved Job Order Contract (JOC).

Background

On March 31, 2021, the State awarded \$19,025,731 to the Department and the grant agreement was executed by the Department on January 18, 2022. On May 4, 2021, the Board adopted a resolution to allow the Department to apply for and accept funds from the California Department of Parks and Recreation (State Parks) through the Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Recreational Infrastructure Revenue Enhancement Grant Program Recreational Infrastructure Revenue Enhancement Grant Program (Proposition 68 RIRE). Proposition 68 RIRE provides funding to local government agencies that passed local ballot revenue enhancement measures between November 1, 2012 and November 30, 2018, aimed at improving and enhancing local or regional park infrastructure. Of the total \$19,025,731 Proposition 68 RIRE funding allocated to the Department, \$4,792,000 is allocated to Projects included in this Board Letter. Additionally, \$800,000 in Supervisorial District 1 County Priority Measure A funds is allocated for the Whittier Narrows New Restroom and Restroom Renovation Project, Capital Project No. 87833.

The Proposition 68 RIRE funds will be used for projects under the Department's "Project Restroom," a multi-year program to add, replace, and renovate park restroom buildings throughout Los Angeles County (County) parks. The initiative will invest in restroom

infrastructure across the County, including in areas that have been historically underserved and are communities of high need, as designated by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment (Park Needs Assessment). The Department assessed building age, condition, and demand to determine projects funded under the initiative.

Project Restroom will provide safe, durable, convenient, and accessible restroom facilities. Access to safe public restrooms is vital to personal and public health and is an essential park function. Project Restroom will renew parks and recreation resources for people living near a County park, including many people living in poverty, increasing population health outcomes and creating safer, more welcoming places for people to engage in healthy activities.

Proposed scopes include renovation of eleven (11) existing restroom facilities and two (2) new restroom buildings where existing facilities cannot meet demand at the six project locations. Architecture and design related services will be performed by the Department's Board-approved list of consultants. A more detailed overview of scope may be found in Attachment I.

Implementation of Strategic Plan Goals

The proposed recommendations will further the County Strategic Plan Goal to pursue operational effectiveness, fiscal responsibility, and accountability (Goal 3) by investing in public infrastructure that will sustain and improve County services and facilities by effectively managing County resources for the County of Los Angeles residents and visitors.

Implementation of County Sustainability Goals

The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Projects will achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).

Implementation of County Anti-Racism, Diversity, and Inclusion Initiative

Project Restroom is aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles (Principles) adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these Principles, the Department has developed and proposes implementation of

projects that support the most disadvantaged geographies and populations. Data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify projects. Finally, the investment represents an important step in continuing to advance the Department's urgent and bold action to achieve tangible results to eliminate racism.

FISCAL IMPACT/FINANCING

The total costs for the Projects include construction, change order/contingency, plans and specifications, Civic Art, jurisdictional review, plan check/permits, County services, and miscellaneous expenditures. The proposed Project Schedules and Budget Summaries are included in Attachment I.

The proposed Projects are fully funded by the Proposition 68 RIRE in the amount of \$4,792,000 and Measure A in the amount of \$800,000. Attachment II includes the funding breakdown for each of the projects.

Approval of the appropriation adjustments in the amount of \$5,592,000 (Attachment III) will appropriate \$4,792,000 in grant revenue from Proposition 68 RIRE and \$800,000 in Measure A to fully fund the proposed projects in the respective amounts reflected in Attachment II.

Operating Budget Impact

Based on the Project description, DPR anticipates ongoing costs of \$125,150 for utilities and grounds maintenance of the proposed Atlantic Avenue New Restroom Project, Capital Project No. 69990 and Whittier Narrows New Restroom and Restroom Renovation Project, Capital Project No. 87833. Further, DPR anticipates one-time costs of \$38,500 for the proposed Whittier Narrows New Restroom and Restroom Renovation Project, Capital Project No. 87833. DPR will submit to the Chief Executive Office a funding request through the budget process. DPR will work on the funding request with the Chief Executive Office in order to allow DPR to operate and maintain the new facilities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the recommended actions will authorize the Department to deliver the Projects utilizing Board-approved JOCs, as the work involves repair, remodeling, and refurbishing of County facilities. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees will be included in the JOC.

The JOC contractors who are awarded these contracts will be required to fully comply

with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), Chapter 2.203 (Contractor Employee Jury Service Program), and Chapter 2.201 (Living Wage Program). The Projects will proceed in accordance with the Board's consolidated Local and Targeted Worker Hire Policy (LTWHP) adopted on September 6, 2016 and last amended on June 11, 2019.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004 and last amended on August 4, 2020, the proposed Project budgets for Whittier Narrows New Restroom and Restroom Renovation Project Capital Project No. 87833, Atlantic Avenue New Restroom Project Capital Project No. 69990, and Belvedere Community Regional Park Restroom Renovation Project Capital Project No. 87836 include one percent (1%) of eligible design and construction costs, in the amounts of \$24,000, \$9,000, \$9,000 respectively, to be allocated to Civic Art and be spent on-site within the grant performance period. The proposed Parque de los Sueños Restroom Renovation Project Capital Project No. 87834, Bassett Park Restroom Renovation Project, Capital Project No. 87835, and Peter F Schabaram Regional County Park Restroom Renovation Project, Capital Project No. 87837 are exempt from Civic Art Allocation as the eligible project costs are under \$500,000.

The Department will also obtain approval from the Army Corps of Engineers for the proposed Whittier Narrows New Restroom and Restroom Renovation Project, Capital Project No. 87833, prior to moving forward with the work.

ENVIRONMENTAL DOCUMENTATION

The proposed projects are categorically exempt from the California Environmental Quality Act (CEQA). The projects, which include the renovations of existing restrooms for repairs and Americans with Disabilities Act code compliance upgrades; the replacement of existing restroom buildings with new, prefabricated restroom buildings; and the installation of new, prefabricated restroom with utility connections and path of travel, are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in sections 15301 (a)(b)(c)(d)(f) and (l)(4), 15302(c), 15303(d)(e), and 15304(a) of the State CEQA Guidelines and Classes 1 (c)(d)(e)(f)(i) and (h)(4), 2(e), 3 (a)(b), and 4 (a) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The Projects involve minor alterations to existing public facilities, reconstruction of existing structures and facilities, installation of small new structures, minor alterations to the land, and will not involve the removal of healthy, mature and scenic trees.

Based on the proposed Project records, they will each comply with all applicable regulations and are not located in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that they

may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the Department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

CONTRACTING PROCESS

Implementation of the improvements will be completed using a combination of a Board-approved JOC and County Purchase Orders. A Board-approved JOC will deliver refurbishments of existing restroom facilities, site work, and utility infrastructure. County Purchase Order is authorized for and will provide new prefabricated restroom buildings and final connections. The combination of the two delivery methods will allow for the most expedient and cost-effective implementation of the proposed Projects. Where used, the Department has made the determination that JOC is the most appropriate procurement method for delivery of the construction scope.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have limited impacts to County services at the facility. The Department will minimize and mitigate disruption by coordinating work and providing temporary restroom facilities for use by the public as needed.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to forward one adopted copy of this letter to the Chief Executive Office, Capital Projects Division, and three copies to the Department Parks and Recreation.

Should you have any questions please contact Daniel Abratte at (626) 588-5350 or dabratte@parks.lacounty.gov, Kimberly McDowell at (626) 588-5347 or kmcdowell@parks.lacounty.gov, Kimberly Rios at (626) 588-5367 or krios@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ
Director

NEG:AB:JS:CK:MG:KM:da

Attachments

c: Auditor Controller
Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Arts and Culture (Civic Art Division)
Parks and Recreation

ATTACHMENT I

PROJECT SUMMARY						
Project Name	Whittier Narrows New Restroom and Restroom Renovation Project, Capital Project No. 87833	Atlantic Avenue New Restroom Project, Capital Project No. 69990	Parque de los Sueños Restroom Renovation Project, Capital Project No. 87834	Bassett Park Restroom Renovation Project, Capital Project No. 87835	Belvedere Community Regional Park Restroom Renovation Project, Capital Project No. 87836	Peter F Schabarum Regional County Park Restroom Renovation Project, Capital Project No. 87837
Project Location	750 S Santa Anita Ave, South El Monte, CA 91733	570 S Atlantic Blvd, Los Angeles, CA 90022	1333 S Bonnie Beach Pl, Los Angeles, CA 90032	510 Vineland Ave, Bassett, CA 91746	4914 East Cesar E Chavez Avenue, Los Angeles, CA 90022	17250 Colima Rd, Rowland Heights, CA 91748
Project Scope	Renovate five existing restroom buildings to meet ADA compliance and install one prefab building.	Provide new prefabricated restroom including utilities, ADA path of travel, landscaping, and site furnishings.	Replace restroom fixtures and finishes, and make related ADA improvements	Replace existing restroom finishes and update as needed for ADA compliance.	Renovate two existing restroom buildings; upgrade drinking fountain for ADA compliance	Replace two existing restroom building roofs; replace existing fixtures for ADA compliance; repair existing path of travel around restrooms.
PROJECT SCHEDULE						
Board Approval	August 2022	August 2022	August 2022	August 2022	August 2022	August 2022
Design Services	January 2023	January 2023	January 2023	January 2023	January 2023	n/a
Construction Award	January 2023	July 2023	July 2023	July 2023	September 2022	August 2022
Substantial Completion	November 2023	November 2023	November 2023	November 2023	November 2023	November 2023
Project Acceptance	December 2023	December 2023	December 2023	December 2023	December 2023	December 2023
PROJECT BUDGET SUMMARY						
Construction						
Construction	\$ 2,100,000	\$ 655,000	\$ 260,000	\$ 207,000	\$ 757,000	\$ 477,000
Change Orders	\$ 210,000	\$ 65,000	\$ 26,000	\$ 20,000	\$ 78,000	\$ 75,000
Subtotal	\$ 2,310,000	\$ 720,000	\$ 286,000	\$ 227,000	\$ 835,000	\$ 552,000
Civic Art	\$ 24,000	\$ 9,000	\$ 0	\$ 0	\$ 9,000	\$ 0
Plans and Specifications	\$ 88,000	\$ 95,000	\$ 28,000	\$ 20,000	\$ 32,000	\$ 42,000
Consultant Services	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Miscellaneous Expenditures	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Jurisdictional Review/Plan Check/Permits	\$ 70,000	\$ 34,000	\$ 6,000	\$ 7,000	\$ 26,000	\$ 5,000
County Services	\$ 74,000	\$ 28,000	\$ 12,000	\$ 11,000	\$ 30,000	\$ 18,000
TOTAL	\$ 2,566,000	\$ 886,000	\$ 332,000	\$ 265,000	\$ 926,000	\$ 617,000

**COUNTY OF LOS ANGELES - DEPARTMENT OF PARKS AND RECREATION
SUPERVISORIAL DISTRICT 1 RESTROOM PROJECTS
TOTAL CAPITAL PROJECT BUDGET
FISCAL YEAR 2022-2023**

No.	PROJECT #	PROJECT LOCATION	PROJECT DESCRIPTION	FUNDING SOURCE	AMOUNT
1	87833	Whittier Narrows Recreation Area	Whittier Narrows Recreation Area New Restroom and Restroom Renovation Project	Prop 68 RIRE Measure A	1,766,000 800,000
2	69990	Atlantic Avenue Park	Atlantic Avenue New Restroom Project	Prop 68 RIRE	886,000
3	87834	Parque de los Suenos	Parque de los Suenos Restroom Renovation Project	Prop 68 RIRE	332,000
4	87835	Bassett Park	Bassett Park Restroom Renovation Project	Prop 68 RIRE	265,000
5	87836	Belvedere Community Regional Park	Belvedere Community Regional Park Restroom Renovation Project	Prop 68 RIRE	926,000
6	87837	Peter F. Schabarum Regional County Park	Peter F. Schabarum Regional County Park Restroom Renovation Project	Prop 68 RIRE	617,000
				Total:	5,592,000

August 9, 2022

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2022-23
4 - VOTES

SOURCES

USES

BA DETAIL - SEE ATTACHMENT PAGE 1

BA DETAIL - SEE ATTACHMENT PAGE 1

SOURCES TOTAL

USES TOTAL

JUSTIFICATION

AUTHORIZED SIGNATURE

Carolyn Bernandez, Chief Financial Officer

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

☐

ACTION

☐

RECOMMENDATION

☐

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY

CHIEF EXECUTIVE OFFICER

BY

B.A. NO.

DATE

DATE

**APPROPRIATION ADJUSTMENT
ATTACHMENT II
FY2022-23
(FIRST DISTRICT-4-VOTE MATTER)**

FINANCIAL SOURCES:

PARKS AND RECREATION
**WHITTIER NARROWS RECREATION AREA
NEW RESTROOM AND RESTROOM RENOVATION**
A01-CP-88-8752-65043-87833
STATE-OTHER/CAPITAL PROJECTS
INCREASE REVENUE 1,766,000

PARKS AND RECREATION
**WHITTIER NARROWS RECREATION AREA
NEW RESTROOM AND RESTROOM RENOVATION**
A01-CP-91-R410-65043-87833
STATE-OTHER/CAPITAL PROJECTS
INCREASE REVENUE 800,000

PARKS AND RECREATION
**ATLANTIC AVENUE
NEW RESTROOM**
A01-CP-88-8752-65043-69990
STATE-OTHER/CAPITAL PROJECTS
INCREASE REVENUE 886,000

PARKS AND RECREATION
**PARQUE DE LOS SUENOS
RESTROOM RENOVATION**
A01-CP-88-8752-65043-87834
STATE-OTHER/CAPITAL PROJECTS
INCREASE REVENUE 332,000

PARKS AND RECREATION
**BASSETT PARK
RESTROOM RENOVATION**
A01-CP-88-8752-65043-87835
STATE-OTHER/CAPITAL PROJECTS
INCREASE REVENUE 265,000

PARKS AND RECREATION
**BELVEDERE COMMUNITY REGIONAL PARK
RESTROOM RENOVATION**
A01-CP-88-8752-65043-87836
STATE-OTHER/CAPITAL PROJECTS
INCREASE REVENUE 926,000

FINANCIAL USES:

PARKS AND RECREATION
**WHITTIER NARROWS RECREATION AREA
NEW RESTROOM AND RESTROOM RENOVATION**
A01-CP-6014-65043-87833
CAPITAL ASSETS – B & I
INCREASE APPROPRIATION 2,566,000

PARKS AND RECREATION
**ATLANTIC AVENUE
NEW RESTROOM**
A01-CP-6014-65043-69990
CAPITAL ASSETS – B & I
INCREASE APPROPRIATION 886,000

PARKS AND RECREATION
**PARQUE DE LOS SUENOS
RESTROOM RENOVATION**
A01-CP-6014-65043-87834
CAPITAL ASSETS – B & I
INCREASE APPROPRIATION 332,000

PARKS AND RECREATION
**BASSETT PARK
RESTROOM RENOVATION**
A01-CP-6014-65043-87835
CAPITAL ASSETS – B & I
INCREASE APPROPRIATION 265,000

PARKS AND RECREATION
**BELVEDERE COMMUNITY REGIONAL PARK
RESTROOM RENOVATION**
A01-CP-6014-65043-87836
CAPITAL ASSETS – B & I
INCREASE APPROPRIATION 926,000

**APPROPRIATION ADJUSTMENT
ATTACHMENT III
FY2022-23
(FIRST DISTRICT-4-VOTE MATTER)**

FINANCIAL SOURCES:

PARKS AND RECREATION
**SCHABARUM REGIONAL COUNTY PARK
RESTROOM RENOVATION**
A01-CP-88-8752-65043-87837
STATE-OTHER/CAPITAL PROJECTS
INCREASE REVENUE 483,000

5,592,000

FINANCIAL USES:

PARKS AND RECREATION
**SCHABARUM REGIONAL COUNTY PARK
RESTROOM RENOVATION**
A01-CP-6014-65043-87837
CAPITAL ASSETS – B & I
INCREASE APPROPRIATION 483,000

5,592,000

Justification: Reflects a total increase of \$5,592,000 in revenues and appropriations for new restrooms and restrooms renovation/replacement projects in various SD1 parks' locations, fully offset with revenue from the State of California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, RIRE Grant Program and Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 (Measure A) Grant Fund.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/27/2022							
BOARD MEETING DATE	8/9/2022							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th							
DEPARTMENT(S)	Regional Park and Open Space District							
SUBJECT	The approval of the City of Sierra Madre's proposed disposal of property acquired with Specified Funds and Per Parcel Funds from the Safe Neighborhood Parks Proposition of 1992.							
PROGRAM	Not Applicable							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: Not Applicable							
DEADLINES/ TIME CONSTRAINTS	Not Applicable							
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: Not Applicable</td> <td style="width: 50%;">Funding source: Not Applicable</td> </tr> <tr> <td colspan="2">TERMS (if applicable): Not Applicable</td> </tr> <tr> <td colspan="2">Explanation: Not Applicable</td> </tr> </table>		Total cost: Not Applicable	Funding source: Not Applicable	TERMS (if applicable): Not Applicable		Explanation: Not Applicable	
Total cost: Not Applicable	Funding source: Not Applicable							
TERMS (if applicable): Not Applicable								
Explanation: Not Applicable								
PURPOSE OF REQUEST	<p>On June 6, 2002, the Los Angeles County Regional Park and Open Space District (RPOSD) awarded a grant to the City of Sierra Madre (City) in the amount of \$228,991 for the purchase of a 15,500 square foot parcel of natural hillside for the preservation of open space. The City incurred and was reimbursed \$146,069.13, for the acquisition. The remaining amount, 82,921.87, was re-allocated to other City grants.</p> <p>The land is inaccessible for public use as open space and the City has received interest from a private entity to purchase the property. The current appraised value for the property is \$451,000. If the proposed disposal is approved by the Board, the funds generated from the sale of the property would return to RPOSD and be reallocated by the Board for an eligible park project consistent with the original source of the 1992 Proposition.</p> <p>Approval of the recommended actions will authorize the proposed disposal, as required pursuant to the Agreement entered into between the grantee and grantor subject to the 1992 Proposition.</p>							
BACKGROUND (include internal/external issues that may exist including any related motions)	Not Applicable							

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: Not Applicable
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: Not Applicable
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Karla Perez, Management Analyst, 626-588-5032, kperez@rposd.lacounty.gov



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

1000 S. Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803
(626) 588-5060
RPOSD.LACounty.gov

August 9, 2022

The Honorable Board of Directors
Los Angeles County
Regional Park and Open Space District
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Directors:

APPROVE PROPOSED DISPOSAL OF GRANT-FUNDED PROPERTY IN THE CITY OF SIERRA MADRE (FIFTH DISTRICT) (3-VOTES)

SUBJECT

Approval of the recommended actions will approve the City of Sierra Madre's proposed disposal of property acquired with Specified Funds and Per Parcel Funds from the Safe Neighborhood Parks Proposition of 1992.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions to approve a grant-funded property disposal are not subject to the California Environmental Quality Act for the reasons stated herein.
2. Approve the City of Sierra Madre's proposed disposal of property purchased with Specified Project funds allocated under Section 8, Subsection (b), Paragraph (2), Subparagraph (NN) and Per Parcel Discretionary funds allocated under Section 8, Subsection (b) Paragraph (1), of the Los Angeles County Safe Neighborhood Parks Proposition of 1992.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On June 6, 2002, the Los Angeles County Regional Park and Open Space District (RPOSD) awarded a grant to the City of Sierra Madre (City) in the amount of \$228,991 for the purchase of a 15,500 square foot parcel of natural hillside for the preservation of open space. The City incurred and was reimbursed \$146,069.13, for the acquisition. The remaining amount of 82,921.87 was re-allocated to other City grants.

The land is inaccessible for public use as open space and is very small in size, rendering it unsuitable for park development purposes. The current appraised value for the property is \$451,000. If the proposed disposal is approved by the Los Angeles County Board of Supervisors (Board), the greater of the appraised value or the funds generated from the sale of the property would return to RPOSD for reallocation by the Board for an eligible park project consistent with the original source of the 1992 Proposition.

Approval of the recommended actions will authorize the proposed disposal, as required pursuant to the Agreement entered into between the grantee and grantor subject to the 1992 Proposition.

Implementation of Strategic Plan Goals

The recommended actions further the Board approved County Strategic Plan Goal II, Foster Vibrant and Resilient Communities by having funds available for the future acquisition of land for parks in the Fifth District.

FISCAL IMPACT/FINANCING

The proposed actions are without fiscal impact to RPOSD's funds or the General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The 1992 Proposition prescribes that if the use of the property acquired through grants pursuant to this order is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, an amount equal to the (1) amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated or restored with the grant, whichever is greater, shall be used by the recipient, subject to subdivision (a) of Section 16, for a purpose authorized in that category or shall be reimbursed to the Parks Fund and be available for appropriation only for a use authorized in that category.

At its April 12, 2022 City Council meeting, the City approved a Resolution authorizing the sale of the subject property located at 487 Woodland Drive, in City of Sierra Madre.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to CEQA because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. This proposed action to set CEQA significance thresholds is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

No contracting process is required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These actions will have no impact on any other RPOSD grant-funded projects. These actions are required to approve the disposal of property acquired with Specified Project funds and Per Parcel Discretionary funds of the 1992 Proposition.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to return one adopted copy of this action to the Chief Executive Office, Capital Projects Division, and to the Department of Parks and Recreation.

Respectfully submitted,

Norma E. García-González
Director

CA:AJ

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/27/2022		
BOARD MEETING DATE	8/9/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Regional Park and Open Space District		
SUBJECT	Approval of the recommended actions will amend Grant Agreement #2495 to update the project scope and to allocate an additional \$250,000 in Excess Funds, available to the Fifth Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996, to the Department of Parks and Recreation for the Bonelli Regional Park Fishing Pier Project.		
PROGRAM	Not Applicable		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: Not Applicable		
DEADLINES/ TIME CONSTRAINTS	Not Applicable		
COST & FUNDING	Total cost: \$ 250,000	Funding source: Excess Funds	
	TERMS (if applicable): Not Applicable		
	Explanation: Not Applicable		
PURPOSE OF REQUEST	<p>Approval of the recommended actions will amend Grant Agreement # 2495 to update the project scope and to allocate an additional \$250,000 in Excess Funds, available to the Fifth Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996 (1996 Proposition A), to the Department of Parks and Recreation (Department) for the Bonelli Regional Park Fishing Pier Project (Project).</p> <p>On, April 7, 2015, the Board allocated and awarded \$250,000 to the Department for the for the Project. The original scope of work consisted of repairs to the three wooden fishing piers on the south shore of Puddingstone Reservoir, including painting and installing benches and signage for a total estimated cost of \$495,000.</p> <p>In June 2020, the Department had an above water and underwater inspection of the piers performed on the three wooden piers. The inspection concluded that all three piers were too far damaged and could not be repaired. They need to be removed and replaced instead.</p> <p>The updated scope of work for the proposed Project will construct two new floating fishing piers at Puddingstone Reservoir, including demolishing and disposing of the existing damaged fishing piers, replacing two of the existing fixed piers with new floating piers, providing Americans with Disability Act (ADA) improvements to nearby path of travel and restrooms, and related improvements. The project will also include multilingual interpretive signage to provide an enhanced experience for visitors, as the</p>		

	location of the piers offers unobstructed views of Puddingstone Reservoir and provides a prime opportunity for wildlife access and recreation, such as bird watching. The total estimated cost for the Project is \$1,743,102. The project includes funding from the following sources: the recommended additional allocation of \$250,000 of Prop A Excess Funds, \$785,000 from the Wildlife Conservation Board, \$226,102 from the County DPR Discretionary Funds, \$232,000 in NCC Funds and \$250,000 of Proposition A Excess Funds previously allocated.
BACKGROUND (include internal/external issues that may exist including any related motions)	Authorize the Director of the Department of Parks and Recreation, or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District, to award a grant when applicable conditions have been met and to administer the grant as of the date of award and pursuant to guidelines in the Proposition A Grants Administration Manual for Specified, Per Parcel, and Excess Funds Projects; otherwise, funds shall remain in the Excess Funds account.
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: Not Applicable
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: Not Applicable
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Karla Perez, Management Analyst, 626-588-5032, kperez@rposd.lacounty.gov



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

1000 S. Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803
(626) 588-5060
RPOSD.LACounty.gov

August 9, 2022

The Honorable Board of Directors
Los Angeles County
Regional Park and Open Space District
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Directors:

**AMEND GRANT AGREEMENT #2495 WITH THE DEPARTMENT OF PARKS AND
RECREATION TO REVISE THE PROJECT SCOPE, TO ALLOCATE EXCESS
FUNDS AVAILABLE TO THE FIFTH SUPERVISORIAL DISTRICT AND TO
AUTHORIZE AWARD AND ADMINISTRATION OF A GRANT AMENDMENT FOR
THE BONELLI REGIONAL PARK FISHING PIER PROJECT
(FIFTH DISTRICT) (3-VOTES)**

SUBJECT

Approval of the recommended actions will amend Grant Agreement #2495 to revise the project scope and to allocate an additional \$250,000 in Excess Funds, available to the Fifth Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996, to the Department of Parks and Recreation for the Bonelli Regional Park Fishing Pier Project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are not subject to the California Environmental Quality Act for the reasons cited herein.
2. Amend Grant Agreement #2495 to revise the project scope and to allocate an additional \$250,000 in Excess Funds, available to the Fifth Supervisorial District, to the Department of Parks and Recreation for the Bonelli Regional Park Fishing Pier Project, increasing the total grant award to \$500,000. And,

3. Authorize the Director of the Department of Parks and Recreation, or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District, to award a grant amendment when applicable conditions have been met and to administer the grant as of the date of award and pursuant to guidelines in the Proposition A Grants Administration Manual for Specified, Per Parcel, and Excess Funds Projects; otherwise, funds shall remain in the Excess Funds account.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will amend Grant Agreement #2495 to revise the project scope and to allocate an additional \$250,000 in Excess Funds, available to the Fifth Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996 (1996 Proposition A), to the Department of Parks and Recreation (Department) for the Bonelli Regional Park Fishing Pier Project (Project).

On April 7, 2015, the Board allocated and awarded \$250,000 to the Department for the Project. The original scope of work consisted of repairs to the three wooden fishing piers on the south shore of Puddingstone Reservoir, including painting and installing benches and signage for a total estimated cost of \$495,000.

In June 2020, the Department had an above water and underwater inspection of the piers performed on the three wooden piers. The inspection concluded that all three piers were too far damaged and could not be repaired. Instead, they need to be removed and replaced.

The revised scope of work for the proposed Project will construct two new floating fishing piers at Puddingstone Reservoir, including demolishing and disposing of the existing damaged fishing piers, replacing two of the existing fixed piers with new floating piers, providing Americans with Disability Act (ADA) improvements to nearby path of travel and restrooms, and related improvements. The Project will also include multilingual interpretive signage to provide an enhanced experience for visitors, as the location of the piers offers unobstructed views of Puddingstone Reservoir and provides a prime opportunity for wildlife access and recreation, such as bird watching. The total estimated cost for the Project is \$1,743,102. The Project includes funding from the following sources: the recommended additional allocation of \$250,000 of Prop A Excess Funds, \$785,000 from the Wildlife Conservation Board, \$226,102 from the County DPR Discretionary Funds, \$232,000 in NCC Funds and \$250,000 of Proposition A Excess Funds previously allocated.

It is also recommended that the Director of the Department of Parks and Recreation (Director), or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District (RPOSD), be authorized to award the grant amendment when applicable conditions have been met. Applicable conditions include grantee qualifications, consistency between the project and requirements of 1996 Proposition A, and the grantee agreement with California Environmental Quality Act (CEQA) requirements for the Project. It is further recommended that the Director be authorized to administer the grant pursuant to the Grants Administration Manual previously approved by your Board.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions further the Board approved County Strategic Plan Goal II, Foster Vibrant and Resilient Communities by expanding access to recreational and cultural opportunities.

FISCAL IMPACT/FINANCING

Sufficient appropriation, in the amount of \$250,000, is budgeted in RPOSD's Available Excess Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Grant Agreement #2495 was entered into on May 26, 2015. Amendment One to the Grant Agreement extended the performance period from December 31, 2016 to June 30, 2018; Amendment Two extended the performance period to March 31, 2020; Amendment Three extended the performance period to June 30, 2021; and, Amendment Four extended the performance period to June 30, 2024. The proposed Amendment Five will increase the grant amount from \$250,000 to \$500,000 and will amend the project scope as discussed above.

The \$250,000 increase in the grant amount will be provided through Excess Funds available to the Fifth Supervisorial District. The 1996 Proposition included a method and process for determining, in each fiscal year, the amount of funds available in the following fiscal year to fund capital improvement projects in addition to the amounts specifically identified for projects in the Safe Neighborhood Parks Propositions of 1992 and 1996. The recommended Excess Funds grant will be funded from the Excess Funds available to the Fifth Supervisorial District from prior years as no Excess Funds were declared in Fiscal Year 2021-22.

The 1996 Proposition requires that agencies to which funds were allocated under the Safe Neighborhood Parks Propositions of 1992 and 1996 encumber all such funds prior to receiving grants of Excess Funds. The Department meets this requirement.

On March 19, 2019, your Board approved the Proposition A Grants Administration Manual to govern the administration of RPOSD grants. The Grants Administration Manual will appropriately govern the administration of the recommended grant as well.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not subject to CEQA in that the actions do not meet the definition of a project according to Section 15378 (b)(2) of the State CEQA Guidelines, because the actions are administrative activities of government grants.

All projects funded by RPOSD are required to comply with CEQA as a condition of the grant. The lead agency is responsible for preparing the appropriate environmental documentation for its project. The Department is the lead agency for the proposed Project.

CONTRACTING PROCESS

A Project Agreement amendment will be entered into and administered under authority delegated to the Director and pursuant to the Grants Administration Manual only if all applicable conditions of the grant have been met.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no impact on any other projects funded by RPOSD. The recommended project will expand access to historical information in public spaces in the Fifth Supervisorial District.

The Honorable Board of Directors
August 9, 2022
Page 5

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to return one adopted copy of this action to the Chief Executive Office, Capital Projects Division, and to the Department of Parks and Recreation.

Respectfully submitted,

Norma E. García-González
Director

CA:AJ

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/27/2022		
BOARD MEETING DATE	8/30/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Amendment to the Los Angeles County Waterworks Districts' and the Marina del Rey Water System's (Districts) Water Shortage Contingency Plan (WSCP); declaration of water shortage Level 2 and confirmation of implementation of WSCP Level 2 demand reduction measures; and the reinstatement of the Districts' and Sativa Water Systems' water disconnections for unpaid water bills.		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	On May 24, 2022, the State Water Resources Control Board (SWRCB) mandated that water service providers implement the actions in the WSCP for a Level 2 water shortage immediately. Actions have already been implemented by the Districts, but an official water shortage declaration by the Board is still required per the WSCP to be in full compliance with the SWRCB mandate.		
COST & FUNDING	Total cost:	\$0	
	Funding source:	Los Angeles County Waterworks District No. 40's General Fund (N63)	
	TERMS (if applicable):		
	Explanation: There will be no impact to the County General Fund. There will be a loss of revenue in all Districts due to decreased water sales, which will be partially offset by a reduction in expenditures for the purchase of imported water and by rescinding the water shutoff moratorium as customers will now be incentivized to again pay their water bills. The SWRCB may potentially use formal enforcement actions including Cease and Desist Orders or Notices of Violations to stop a non-compliant activity and could potentially assess fines against the Districts and/or their customers. Because the Districts are required to implement demand reduction actions, it is necessary and appropriate for the Districts to require all customers to reduce their water use. By reinstating disconnections for nonpayment of bills, the Districts and the Sativa Water System will begin to recuperate uncollected revenue and improve the Districts' and Sativa Water System's financial health.		
PURPOSE OF REQUEST	To amend the Districts WSCP in order to clearly identify demand reduction actions for each shortage level, to determine that a water shortage exists in the Districts' service areas and implement the WSCP accordingly, and to authorize the Districts and the Sativa Water System to reinstate disconnections of water service and late fees for unpaid water bills.		

BACKGROUND (include internal/external issues that may exist including any related motions)	<p>After two years of exceptional drought with January, February, and March being the driest months in the State's history, on March 28, 2022, Governor Gavin Newsom issued Executive Order N-7-22. In response to this Executive Order, the SWRCB adopted requirements on May 24, 2022, which requires the Districts to implement all demand reduction measures identified in their WSCP for Level 2.</p> <p>The existing WSCP must be amended to identify and characterize surcharges as it previously identified drought rate structures or conservation surcharges as demand reduction measures rather than a financial consequence that serves to mitigate falling revenues. Once amended, the WSCP and all demand reduction measures for a Level 2 water shortage must be implemented.</p> <p>In March 2020, the Board instituted a water utility shutoff moratorium for all Los Angeles County customers over whom Los Angeles County Department of Public Health maintains jurisdiction. The purpose of the moratorium was to avoid water shutoffs for customers who were suffering economic loss and hardship as a result of the COVID-19 pandemic.</p> <p>Activating Level 2 of the WSCP and ending the moratorium on water shutoffs will help the Districts meet the expected mandate of 20 percent reduction in water use.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability. Implementation of the WSCP will preserve the quality of life for residents of the Districts, ensuring limited water supplies are conserved to meet the basic needs of all customers.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841, klilley@pw.lacounty.gov .

August 30, 2022

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:

**PUBLIC HEARING
WATER RESOURCES CORE SERVICE AREA
AMENDMENT TO THE LOS ANGELES COUNTY WATERWORKS DISTRICTS' AND
THE MARINA DEL REY WATER SYSTEM'S WATER SHORTAGE CONTINGENCY
PLAN; DECLARATION OF WATER SHORTAGE LEVEL 2 AND CONFIRMATION OF
IMPLEMENTATION OF WATER SHORTAGE CONTINGENCY PLAN LEVEL 2
DEMAND REDUCTION MEASURES; AND THE REINSTATEMENT OF WATER
DISCONNECTIONS FOR UNPAID WATER BILLS
(SUPERVISORIAL DISTRICTS 3, 4, AND 5)
(3 VOTES)**

SUBJECT

This action is to conduct a public hearing to (i) declare a Level 2 water shortage and confirm implementation of all the Level 2 water shortage demand reduction measures identified in the Los Angeles County Waterworks Districts' and the Marina del Rey Water System's Water Shortage Contingency Plan and (ii) amend the Water Shortage Contingency Plan to make certain administrative modifications. Additionally, this action seeks Board approval to reinstate disconnections of water service and late fees for unpaid water bills in the Los Angeles County Waterworks Districts, Marina del Rey Water System, and Sativa Water System.

IT IS RECOMMENDED THAT THE BOARD, AFTER THE PUBLIC HEARING, ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICTS, THE MARINA DEL REY WATER SYSTEM, AND THE SATIVA WATER SYSTEM:

1. Find that the proposed actions are exempt and not subject to the California Environmental Quality Act for the reasons stated in this Board letter and in the record.

2. In response to the May 24, 2022, emergency water conservation regulations of the State Water Resources Control Board, confirm implementation of all demand reduction measures identified in the Water Shortage Contingency Plan Level 2 and adopt a resolution determining that a Level 2 water shortage exists in the Los Angeles County Waterworks Districts and Marina del Rey Water System.
3. Adopt a resolution adopting an amended Water Shortage Contingency Plan to make the administrative modification of placing conservation surcharges and drought rate structures in the appropriate descriptive category of financial consequences and more specifically identifying demand reduction measures for each water shortage level.
4. Authorize the Los Angeles County Waterworks Districts, Marina del Rey Water System, and Sativa Water System to reinstate disconnections of water service and late fees for unpaid water bills.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The first purpose of the recommended actions is to find that a water shortage exists in the Los Angeles County Waterworks Districts and Marina del Rey Water System (Districts) and to confirm implementation of all demand reduction measures identified in Level 2 of the Water Shortage Contingency Plan (WSCP) as reflected in the enclosed resolution (Enclosure A). These actions are necessary in response to the regulations adopted by the State Water Resources Control Board (SWRCB) on May 24, 2022, requiring all public water suppliers in California to implement all demand reduction measures identified in their WSCP for Level 2.

The second purpose of the recommended actions is to approve an amendment to the WSCP to make the administrative modification of placing conservation surcharges and drought rate structures in the appropriate descriptive category of financial consequences, rather than demand reduction measures, as reflected in the enclosed resolution (Enclosure B). These measures do not trigger conservation surcharges to be implemented.

The third purpose of the recommended actions is to end the moratorium on water shutoffs and late fees for unpaid water bills in the Districts and Sativa Water System to ensure customers are conserving water and to allow action against egregious water wasters.

Lastly, the recommended actions would include a finding that these actions are exempt from the California Environmental Quality Act (CEQA) and not subject to CEQA.

California Water Code Section 10632 requires urban water suppliers prepare and adopt a water shortage contingency plan as part of their official urban water management planning process. The Districts' WSCP is a strategic planning document designed to prepare for and respond to water shortages. It specifies an increasing scale of six water shortage levels along with predetermined demand management measures. Each level of the WSCP requires a 10 percent reduction in water use by customers: Level 1 reflects a 0-10 percent reduction, Level 2 reflects a 10-20 percent reduction, and Level 6 reflects anything more than a 50 percent reduction. Each level also provides for additional demand management measures to reduce total water use.

California is experiencing a third-consecutive year of drought, which has severely impacted reservoir storage and reduced available water supplies. In response, the SWRCB directed public water suppliers, including the Districts, to implement all demand reduction measures for a Level 2 water shortage within the WSCP. In order to conserve water and comply with the SWRCB's requirement, the Board is recommended to find there is a water shortage in the Districts and implement Level 2 of the WSCP. Level 2 of the WSCP requires a total potable water use reduction of up to 20 percent and activates the following demand reduction measures: restriction of outdoor watering to specific days and times, prohibiting the use of water to wash sidewalks and pavement, requiring restaurants to serve water only on demand, requiring hotels to provide opt-out options for linen service, and restricting potable water use for construction activities and dust control. All of these demand reduction measures have been previously implemented. In addition to these demand reduction measures, the Districts also have the authority at any point in time to install flow restriction devices to limit the waste of water when a customer demonstrates egregious water misuse.

The current WSCP identifies drought rate structures and conservation surcharges as demand reduction measures. However, conservation surcharges and drought rate structures are more appropriately classified as financial consequences because they are a means to mitigate falling revenues, which may be implemented for cost recovery in certain situations during the implementation of a water conservation program and should, therefore, be included in the Financial Consequences section of the WSCP, not as demand reduction measures. Accordingly, the recommended WSCP amendments is place and characterize drought rate structures and conservation surcharges in the Financial Consequences section of the WSCP as reflected in the enclosed resolution (Enclosure B). Modified drought rate structures or surcharges are not currently recommended, however, the Board may implement such measures, subject to further action upon notice and public hearing, if necessary to address the financial consequences of implementing the Level 2 demand reduction measures.

To further support water use reduction and promote water conservation, it is recommended that the Board rescind its water utility shutoff moratorium for all County customers over whom Los Angeles County Department of Public Health maintains jurisdiction. In March 2020, the State of California and the Board both issued a moratorium to temporarily suspend water shutoffs for customers who were suffering economic loss and hardship as a result of the COVID-9 pandemic. The moratorium

ensured customers continued to have access to safe drinking water during the public health crisis. The economy is now recovering and on December 31, 2021, the State of California rescinded its shutoff moratorium. Many water suppliers, including the Los Angeles Department of Water and Power, have now reinstated water service shutoffs. It is recommended that the Board also reinstate disconnections of water service and late fees for unpaid water bills for the Districts and the Sativa Water System.

Recognizing that customers may be experiencing challenges with paying water bills, the Districts have pursued government assistance programs to provide funding for payment forgiveness for its customers. This funding was applied directly to customers' accounts. Additionally, under the direction of the Board, new flexible payment programs were instituted to assist customers experiencing financial hardship. The Districts will continue to monitor available financial assistance programs and pursue opportunities for additional payment forgiveness.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies and Objective III.3.2, Manage and Maximize County Assets by supporting ongoing efforts to manage and improve public infrastructure assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

By reinstating disconnections for nonpayment of bills, the Districts will begin to recuperate uncollected revenue and improve the Districts' financial health.

There will be a loss of revenue in all Districts due to decreased water sales, which will be partially offset by a reduction in expenditures for the purchase of imported water and partially offset by rescinding the water shutoff moratorium as customers will now be incentivized to again pay their water bills.

The Districts are required by the SWRCB to implement demand reduction actions. It is, therefore, necessary and appropriate to require all customers to reduce their water use. The SWRCB may potentially use formal enforcement actions including Cease and Desist Orders or Notices of Violations to stop a noncompliant activity. If compliance is not achieved, the SWRCB could potentially assess fines against the Districts and/or their customers.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 19, 2021, Governor Gavin Newsom declared a drought emergency for all 50 counties in California. The Governor then expanded that action through an Executive Order on March 28, 2022, which required the SWRCB to explore mandatory reductions in potable water use. On May 24, 2022, the SWRCB directed public water

suppliers to implement all demand reduction measures for a Level 2 water shortage as described in each public water supplier's applicable water shortage contingency plan. Level 2 of the WSCP for the Districts corresponds to a total potable water use reduction of up to 20 percent, as well as the following demand reduction measures: restriction of outdoor watering to specific days and times, prohibiting the use of water to wash sidewalks and pavement, requiring restaurants to serve water only on demand, requiring hotels to provide opt-out options for linen service, and restricting potable water use for construction activities and dust control.

Adoption of the resolution (Enclosure A) will declare a Level 2 Water Shortage and confirm implementation of all the Level 2 demand reduction actions identified in the WSCP in the Districts in accordance with Division 16 of the California Water Code, once a notice of the Board's determination of a shortage is published in a daily newspaper of general circulation within the Districts.

Adoption of the resolution (Enclosure B) will amend the WSCP to more appropriately categorize drought rates and conservation surcharges as Financial Consequences, related to financial impacts to the Districts' revenues, and to more specifically identify the demand reduction actions by water shortage level. The Board may implement or modify drought rate structures or surcharges, subject to further action upon notice and public hearing, if necessary to address the financial consequences of implementing the Level 2 demand reduction measures.

The resolutions have been approved as to form by County Counsel.

A notice of the time, date, and place of the public hearing was advertised according to the instructions in Enclosure C. Upon the Board's approval of implementation, a notice will be advertised according to the instructions in Enclosure D.

On October 19, 2021, the Board adopted the Districts' 2020 Urban Water Management Plans and 2020 WSCP, which were prepared in accordance with the requirements of the California Water Code, Sections 10610 through 10657. The WSCP serves as a guide for managing the Districts' water supplies, mitigating water shortages, improving preparedness for droughts and other impacts to water supplies, and ultimately enabling the Districts to efficiently manage future response actions due to water shortages.

In April 2020, the Governor instituted a Statewide water shutoff moratorium, which was allowed to expire on December 31, 2021. Similarly, on March 31, 2020, the Board initiated a Countywide moratorium on water shutoffs for unpaid bills for all water providers under the purview of the Los Angeles County Department of Public Health. The Board initiated moratorium on water shutoffs for unpaid bills has not yet been lifted.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are statutorily exempt from CEQA pursuant to Public Resources Code Section 21080(b)(4) and State CEQA Guidelines Section 15269(c) (exempting specific actions necessary to prevent or mitigate an emergency) because the

implementation of Level 2 of the WSCP is being taken in mitigation of the emergency created by the 3-year drought for the immediate protection of the health and welfare of the people. Implementation of the plan is not a long-term solution intended to mitigate a situation that has a low probability of occurring. While the drought has been severe, weather patterns are cyclical, and this drought is considered abnormal and is expected to eventually abate. Further, the State of California is enacting legislation to provide water for areas in shortage, including capital improvements in the State's infrastructure. Although the drought has been severe, the State has exerted great effort in preparation for such times by strengthening its drought resiliency through maintaining and diversifying its water supplies, protecting and enhancing natural ecosystems, and building connections to improve physical infrastructure through shared use of science, data, and technology. As part of Executive Order No. N-7-22, the Governor has also ordered State agencies to submit funding proposals to support the State's short- and long-term drought response, including emergency assistance to communities and households facing drought-related water shortages, facilitating groundwater recharge and wastewater recycling, improvements in water use efficiency, protecting fish and wildlife, and minimizing drought-related economic disruption.

Further, amending the WSCP as described herein is not subject to CEQA pursuant to Water Code Section 10652 because CEQA does not apply to the preparation and adoption of a WSCP or to the implementation of the actions taken pursuant to such plans.

Further, the proposed actions are exempt from CEQA by the terms of a Proclamation of a State of Emergency, by the Governor on October 19, 2021. The Governor's order is: "to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code Section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions," and that "For purposes of carrying out or approving any actions contemplated by the directives in operative paragraphs 5, 6, and 9, the environmental review by state agencies required by the California Environmental Quality Act in Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought." The action of implementing the WSCP and reinstatement of the disconnections of water service and late fees for unpaid water bills by the Board is as a direct result of the SWRCB's May 24, 2020, Order and, therefore, any delay in enacting the plan will prevent, hinder, or delay the mitigation of the effects of the emergency requirements as set forth by the SWRCB.

Additionally, the proposed actions are categorically exempt pursuant to CEQA Guidelines Sections 15307 (actions by regulatory agencies for protection of natural resources) and 15308 (actions by regulatory agencies for protection of the environment) because implementation of Level 2 the WSCP and reinstatement of disconnections of water service and late fees for unpaid bills are regulatory actions proposed to be taken to protect the environment and assure maintenance of water as a natural resource, ensuring that water remains available in the face of severe drought conditions.

None of the exceptions to the categorical exemptions set forth in State CEQA Guidelines Section 15300.2 have any applicability here. The proposed actions will not impact any environmental resource of hazardous or critical concern, will not result in significant cumulative impacts, is not subject to any unusual circumstances that could result in a significant environmental impact, would not damage any scenic resources within a scenic highway, is not located on a hazardous waste site identified on any list compiled pursuant to Government Code Section 65962.5, and would not impact any historical resource.

Thus, it is recommended that the Board adopt the proposed actions. 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 California Public Resources Code Section 21152 and will post the Notice of Exemption to the Districts' website pursuant to California Public Resources Code Section 21092.2.

DRAFT

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of the Level 2 demand reduction measures of the WSCP will preserve the quality of life for the Districts' residents, ensuring limited water supplies are conserved to meet the basic needs of all customers. Customers will be notified that the water shutoff moratorium due to nonpayment will expire and that financial assistance programs are available

CONCLUSION

Please return an adopted copy of this letter and a signed original of the resolutions to Public Works, Waterworks Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

DB:sb

Enclosures

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

ENCLOSURE A

RESOLUTION DECLARING A LEVEL 2 WATER SHORTAGE WITHIN THE LOS ANGELES COUNTY WATERWORKS DISTRICTS AND THE MARINA DEL REY WATER SYSTEM AND DETERMINING THAT THE WATER SHORTAGE DECLARATION IS EXEMPT FROM CEQA

WHEREAS, on April 12, 2021, the Governor of California declared a state of emergency for select counties in response to a two-year Statewide drought; and

WHEREAS, on October 19, 2021, the Governor of California expanded the state of emergency to include all California counties; and

WHEREAS, on March 28, 2022, the Governor of California issued Executive Order N-7-22 requesting a Statewide reduction of twenty percent in potable urban water usage; and

WHEREAS, Executive Order N-7-22 directed the California State Water Resources Control Board (SWRCB) to consider adopting regulations to require all public water suppliers to implement shortage response actions identified in their water shortage contingency plans for a shortage level or up to twenty percent; and

WHEREAS, on May 24, 2022 the SWRCB adopted regulations requiring all urban water suppliers to implement all demand reduction actions listed in level 2 of their water shortage contingency plan; and

WHEREAS, the Department of Water Resources has limited the amount of State Water Project water allocated to Southern California in 2020, 2021, and 2022; and

WHEREAS, the Metropolitan Water District, the largest supplier of water in Southern California, which receives a major portion of its water supplies from the State Water Project, has implemented restrictions limiting outdoor landscape and other water use to just one day a week; and

WHEREAS, West Basin Municipal Water District, the main supplier of water to the Los Angeles County Waterworks District No. 29, Malibu, and the Marina del Rey Water System, receives 100 percent of its water from the Metropolitan Water District; and

WHEREAS, in order to provide available supplies to meet critical customer needs and to protect public welfare and safety, it will be necessary to significantly reduce water usage in the Los Angeles County Waterworks Districts and the Marina del Rey Water System (hereinafter referred to as WATERWORKS DISTRICTS); and

WHEREAS, in accordance with the Water Shortage Contingency Plan (WSCP), the Board of Supervisors, as the Board of Directors of the WATERWORKS DISTRICTS,

may implement the provisions of the WSCP of the WATERWORKS DISTRICTS in order to protect public welfare and safety; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 2100 et seq.), the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 et seq.), and local CEQA Guidelines (collectively, "CEQA"), the County of Los Angeles is the lead agency for the proposed actions; and

WHEREAS, in accordance with State CEQA Guidelines Section 15061, the County of Los Angeles evaluated the proposed actions to evaluate whether an exemption from CEQA applied.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Los Angeles, as the governing body of the WATERWORKS DISTRICTS, hereby incorporates the above recitals in these findings and further finds as part of the record that these actions are statutorily exempt from CEQA pursuant to Section 21080(b)(4) of the Public Resources Code and Section 15269(c) of the State CEQA Guidelines because they are taken in mitigation of the emergency created by the three year drought for the immediate protection of health and welfare of people; and are exempt from CEQA by proclamation of a state of emergency by California Governor Gavin Newsom suspending, to the extent necessary, the environmental review by state agencies required by CEQA in Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division to address the impacts of the drought; and are categorically exempt from CEQA pursuant to Section 15307 and 15308 of the State CEQA Guidelines because they include protection of the environment and assure maintenance of water as a natural resource, ensuring that water remains available in the face of severe drought conditions; and none of the exceptions to the categorical exemptions set forth in State CEQA Guidelines Section 15300.2 have any applicability here. Thus, staff recommends that the Board adopt the proposed actions and directs staff to file a CEQA Notice of Exemption.

The Board of Supervisors previously approved implementation of all demand reduction measures identified in Level 2 of the WSCP, as amended, of the WATERWORKS DISTRICTS and is in compliance with the SWRCB May 24 Regulations, and further hereby finds and declares that there currently is a water supply shortage in the WATERWORKS DISTRICTS; and that drought conditions will likely continue for the foreseeable future, and that all WATERWORKS DISTRICTS may suffer a shortage of up to twenty percent of their respective water supplies. Therefore, under the provisions of the WSCP, the Board of Supervisors of the County of Los Angeles, as the governing body of the WATERWORKS DISTRICTS, further declares that a Level 2 water shortage shall take effect and be implemented for all districts.

The Board of Supervisors of the County of Los Angeles, as the governing body of the WATERWORKS DISTRICTS further declares that the implementation of the declared Level 2 water shortage is necessary to protect the public welfare and safety, and that corrective measures as set forth in Level 2 shall be implemented.

The foregoing resolution was adopted on the ____ day of _____, 2022, by the Board of Supervisors of the County of Los Angeles as the governing body of the Los Angeles County Waterworks Districts and the Marina del Rey Water System.

CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By 
Sr. Deputy

ENCLOSURE B

RESOLUTION ADOPTING AN AMENDED WATER SHORTAGE CONTINGENCY PLAN FOR THE LOS ANGELES COUNTY WATERWORKS DISTRICTS AND THE MARINA DEL REY WATER SYSTEM

WHEREAS, on October 19, 2021, the Board of Supervisors of the County of Los Angeles adopted the Los Angeles County Waterworks Districts and Marina del Rey Water System Water Shortage Contingency Plan (WSCP); and

WHEREAS, the WSCP complies with California Water Code Section 10632; and

WHEREAS, the adopted WSCP identifies drought rate structures and conservation surcharges as demand reduction measures rather than as the more appropriate categorization of financial consequences to mitigate falling revenues during the implementation of a water conservation program; and

WHEREAS, in light of the above, the proposed amendment to the WSCP places drought rate structures and conservation surcharges under the category of financial consequences; and

WHEREAS, the amendment to the WSCP more specifically identifies the demand reduction actions for each shortage level; and

WHEREAS, the amendment to the WSCP now characterizes and locates drought rate structures and conservation surcharges in the Financial Consequences section of the WSCP; and

WHEREAS, the amended WSCP has been prepared in accordance with the Water Code, and in accordance with applicable legal requirements, including certain coordination, notice, public involvement, public comment, and other procedures in relation to the amended WSCP; and

WHEREAS, Section 10652 of the California Water Code provides that the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) (CEQA) does not apply to the preparation and adoption of a WSCP.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Los Angeles, as the governing body of the Los Angeles County Waterworks Districts and the Marina del Rey Water System:

1. Hereby finds and determines that this resolution is not subject to CEQA pursuant to Water Code Section 10652 because CEQA does not apply to the preparation and adoption of a WSCP or to the implementation of the actions taken pursuant to such

2. Hereby adopts the amended Los Angeles County Waterworks Districts and the Marina del Rey Water System Water Shortage Contingency Plan, attached hereto as Exhibit A.

Page 2 of 3

The foregoing resolution was adopted on the ____ day of _____, 2022, by the Board of Supervisors of the County of Los Angeles as the governing body of the Los Angeles County Waterworks Districts and the Marina del Rey Water System.

CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By 
SR Deputy

WATER SHORTAGE CONTINGENCY PLAN

LOS ANGELES COUNTY WATERWORKS DISTRICTS

LOS ANGELES COUNTY PUBLIC WORKS

1000 South Fremont Avenue
Alhambra, CA 91801



HOA.103274250.1

Updated: ~~July 8, 2021~~ July 6, 2022

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Introduction

This Water Shortage Contingency Plan (WSCP) details how the Los Angeles County Waterworks Districts (Districts) respond in the event of a declared water emergency or water shortage conditions. This WSCP complies with California Water Code (CWC) Section 10632, which requires every urban water supplier to prepare and adopt a WSCP as part of its Urban Water Management Plan (UWMP). The California Urban Water Management Planning Act of 1983 requires urban water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to adopt and submit a UWMP. Section 10632.2 states, "An urban water supplier shall follow, where feasible and appropriate, the prescribed procedures and implement determined shortage response actions in its water shortage contingency plan, as identified in subdivision (a) of Section 10632, or reasonable alternative actions, provided that descriptions of the alternative actions are submitted with the annual water shortage assessment report pursuant to Section 10632.1." However, the CWC does not prohibit an urban water supplier from taking actions that are not specified in its WSCP, if needed, without having to formally amend its UWMP or WSCP.

Per CWC Section 10632.3, the State defers to the locally adopted WSCPs to the extent practicable upon the Governor's proclamation of a state of emergency under the California Emergency Services Act based on drought conditions. The Districts' WSCP provides guidance for managing water supplies, mitigating water shortages, improving preparedness for droughts, and other impacts to water supplies and ultimately enables the Districts to efficiently manage future response actions due to water shortages. This WSCP includes an analysis of the Districts' water supply reliability, an annual assessment of supply and demand, and a detailed breakdown of the standard water shortage levels for the Districts. Furthermore, it outlines the Districts' water shortage response actions, communication protocols, compliance and enforcement guidelines, legal authorities, financial consequences, monitoring and reporting procedures, and discusses future reevaluations of the WSCP.

Additionally, this WSCP incorporates portions of the Districts' existing Phased Water Conservation Plan (PWCP), which is Part 5 of the Rules and Regulations of the Los Angeles County Waterworks Districts and the Marina del Rey Water System (Rules and Regulations). A copy of the PWCP is provided in Appendix A of the WSCP. The Districts' PWCP was adopted in May 1991 and amended in June 2015. Lastly, the Districts' WSCP is included as Appendix D in its 2020 UWMP for the Los Angeles County Waterworks District No. 29, Malibu, and the Marina del Rey Water System (District No. 29); and Appendix F for the Los Angeles County Waterworks District No. 40, Antelope Valley (District No. 40).

Section 1: Water Supply Reliability Analysis

Water supply reliability is a measure of a water system's expected success in managing water shortages. Reliability planning requires information about the following: (1) expected frequency and severity of shortages; (2) how additional water management is likely to affect the frequency and severity of shortages; and (3) how available contingency measures can reduce the impact of shortages when they occur. Section 10635 of the CWC requires that, "Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years."

1.1 Los Angeles County Waterworks District No. 29, Malibu, and the Marina del Rey Water System

District No. 29 purchases its entire water supply from the West Basin Municipal Water District (West Basin). Therefore, a reliable water supply is completely dependent on the availability of water from the District No. 29's wholesaler. The reliability of West Basin's supply can potentially be impacted by legal, environmental, water quality, and climatic factors. West Basin's contingency planning includes a comprehensive plan to provide reliable water supplies under average, single-dry, and multiple-dry year hydrology for current and projected supplies. Under single-dry and multiple-dry year conditions West Basin plans to meet its annual increases in demand by purchasing imported water supplies. West Basin does not anticipate any shortages and will be able to provide reliable water supplies under both single-dry year and multiple-dry year conditions. Any shortfall in supplies will be met through imported water from the Metropolitan Water District of Southern California, which manages its supply and demand balance through both their Water Surplus and Drought Management Plan and Water Supply Allocation Plan.

Additionally, West Basin anticipates 100 percent reliability by continuing to move forward with its Water Reliability 2020 (WR2020) Program. In 2009, West Basin developed and launched its WR2020 Program to communicate to the public West Basin's goal of increasing local water reliability by doubling recycled water production, doubling its water conservation efforts, expanding its water use efficiency programs, and introducing ocean-water desalination to its water portfolio. All West Basin's supply development programs fall under the umbrella of the WR2020 Program. West Basin is continuing to plan and invest in its WR2020 Program to reduce its dependence on imported water to mitigate future water shortages and allocation impacts on West Basin's customers. The expanded use of recycled water and introduction of ocean water desalination supplies coupled with additional conserved supplies through water use efficiency programs in West Basin's service area will continue to reduce the demand on imported water.

West Basin does not anticipate any shortages as it is actively diversifying its water supply portfolio, maintaining imported water reliability, and developing local resources, as well as furthering existing water conservation efforts. West Basin has available supply to meet the expected demand for the District.

1.2 Los Angeles County Waterworks District No. 40, Antelope Valley

District No. 40's supply portfolio consists of approximately 60 to 70 percent of imported water from the Antelope Valley–East Kern Water Agency (AVEK), and 30 to 40 percent of groundwater produced from the District No. 40's wells. As the third largest California State Water Project (SWP) Contractor and wholesaler, AVEK is a regional water agency that supplements Antelope Valley groundwater supplies with surface water supplies and delivers water to municipalities, ranchers, and agricultural water users. District No. 40 is AVEK's largest municipal customer and purchases its entire imported water supply from AVEK.

AVEK is entitled to receive Table A water from the Department of Water Resources (DWR), which refers to the maximum amount of water a contractor can receive annually and is used by DWR for allocating SWP supplies and costs among the contractors. Although AVEK has a set maximum annual allocation of SWP Table A water at 144,844 acre-feet per year (AFY), they typically receive an average of 58 percent of this allocation, or 84,000 AFY of which District 40 typically receives 70 percent. SWP water supplies have been a historically variable source of imported water for AVEK due to constant fluctuations in climate and precipitation, limited reliability of its conveyance system (primarily restrictions with the Bay Delta system), regulatory/legislative restrictions, and operational conditions and is particularly unreliable during dry years. To maximize and ensure reliability in the region, AVEK has the Westside and Eastside Water Banks within its service area and has participated in various exchange programs with other SWP contractors. The Westside Water Bank allows for an estimated total storage of up to 150,000 acre-feet (AF). The Eastside Water bank allows for a total storage of 5,700 AF. Any unused Table A water made available by AVEK to District No. 40 can potentially be stored during normal years and purchased from AVEK during dry years when SWP Table A supplies and groundwater will not meet demands. During years where AVEK is allocated at least half of their maximum SWP allocation, AVEK may store any excess supplies not used by District No. 40 and any other AVEK customers.

Groundwater continues to be an important resource within the Antelope Valley Region. With a future of anticipated continued urban growth, increased agricultural demand, and limits on the fluctuating supply of imported water, the demand for water will only continue to increase. District No. 40's ability to produce groundwater is subject to the Antelope Valley Groundwater Cases Judgment, which includes District No. 40's annual groundwater rights. If District No. 40 pumps more than its entitlement under the Judgment in an emergency situation, there could be financial and operational consequences. These rights include 6,789 AFY of the native safe yield, 55 percent of the unused Federal reserve right, and imported water return flows, which consists of 39 percent of the previous 5-year average of imported water used by District No. 40. Additionally, under a

separate lease agreement with AVEK, District No. 40 can lease a percentage of groundwater rights allocated to AVEK, up to 2,600 AFY.

District No. 40 currently owns and operates 56 wells. Some locations within District No. 40 face groundwater quality issues, where they contain high amounts of arsenic and nitrates resulting in those wells being inoperable or operated on blending plans with imported water to meet water quality requirements. According to District No. 40's 2020 UWMP, the overall groundwater quality in the basin is good and considered to be generally suitable for domestic, agricultural, and industrial uses. District No. 40 plans to continue to utilize groundwater to supply approximately 30 to 40 percent of its demands.

To improve resiliency, District No. 40 is planning to construct additional wells to be able to recover carryover water. District No. 40 is planning to secure sites for new groundwater wells and collaborate with other agencies in the Antelope Valley to improve water supply resiliency for the region. The new sites of these wells are planned to be in locations within District No. 40 containing the lowest amounts of arsenic and nitrates. The projected water supply from AVEK and District No. 40 wells matches the expected demand.

Section 2: Annual Water Supply and Assessment Procedures

The annual water supply and demand assessment (Annual Assessment) is conducted by the Districts staff annually on or before July 1 of each year beginning with the first annual water supply and demand assessment due by July 1, 2022. The Annual Assessment Report is submitted to DWR with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with this WSCP. Per the CWC Sections 10632(2)(A) and 10632(2)(B), the Districts must prepare a WSCP that includes "the written-process that [they] will use each year to determine [their] water supply" and "the key data inputs and assessment methodology used to evaluate [their] water supply reliability for the current year and one dry year."

To meet these requirements, the Districts will conduct an annual water supply and demand assessment as follows.

2.1 Decision-Making Process

The Districts will assess its water supply reliability by examining the Districts available water supplies and expected demands. Steps for the decision-making process are outlined below.

2.2 Data and Methodologies

The Districts collect key data inputs for the Annual Assessment including water supplies and unconstrained customer demands as described below.

2.2.1 Evaluation Criteria

The Districts will evaluate current year available supply and one dry year available supply, which will consider hydrological and regulatory conditions. The methodology for determining the available supply from each water source is as follows:

- Imported Water: The type of water year for West Basin and AVEK is determined before May 1 of each year. West Basin and AVEK can then determine water allocations for District Nos. 29 and 40, respectively. District No. 40 will determine available supply based on AVEK's allocation.
- Groundwater: District No. 40 will analyze historical production, groundwater rights, and carry over water.

2.2.2 Quantify Supplies Needed

- Water Supply: The available water supply by source is estimated for the current year and one subsequent dry year.
- Quantify each source of water supply and provide descriptive text of each source.
- Quantify current year available supply by source, considering hydrological and regulatory conditions in the current year.
- Quantify available supply by source for one subsequent dry year.
- Considerations for water supply availability estimates by source:
 - The existing infrastructure capabilities and plausible constraints as they impact the Districts' ability to deliver supplies to meet expected customer water use needs in the coming year should be considered.
 - Hydrological and regulatory conditions in the current year.
 - Specific locally applicable factors that can influence or disrupt each supply source.

2.2.3 Estimate Unconstrained Customer Demands

- Current year unconstrained demand is estimated, considering weather, growth, and other influencing factors such as policies to manage current supplies to meet demand objectives in future years, as applicable.
- Unconstrained customer demand does not include demand reductions that may occur as a result of the Districts implementing any special shortage response actions that may be necessary.

2.2.4 Supply Evaluation Criteria and Infrastructure Considerations

Evaluation criteria is determined by the supply source conditions and factors that impact the condition of the supply source. The Annual Assessment is based on evaluating the key data inputs to determine the water supply reliability. Although an actual shortage may occur at any time during the year, shortage conditions can usually be forecasted by West Basin and AVEK on or about May 1 each year.

Supply source evaluations are based on applying the following criteria:

- Imported Water:
 - Infrastructure issues (repairs, construction, environmental mitigation, new projects, etc.)
 - System distribution capabilities
 - Water quality
 - SWP availability
- Groundwater:
 - Capacity of active wells on-line
 - Groundwater levels
 - Groundwater quality

Section 3: Six Standard Water Shortage Levels

The Districts' PWCP defines ten water supply condition phases. In compliance with Section 10632(a)(3)(B) of the CWC, a crosswalk analysis was performed on the PWCP to determine 6 standard shortage levels that correspond to the new requirements by DWR. A summary is provided in Table 3-1 below. The 6th standard shortage level is new to the WSCP and represents a shortage of supplies greater than 50 percent. The Districts will implement the appropriate water shortage level based on the Districts' current water supply conditions as listed in the 6 levels defined in Table 3-2 in accordance to Section 10632(a)(3)(A). The County of Los Angeles Board of Supervisors, as the governing body for the Districts, may determine the appropriate level and implement rate changes and conservation surcharges. Regardless of the water supply availability or service conditions within the Districts, the Board of Supervisors may set water conservation goals and modify level declarations as necessary to align with regional or State water conservation policies, agreements or declarations, or legal requirements.

Table 3-1 WSCP Crosswalk Analysis			
2015 UWMP Stage			2020 WSCP Level
Stage	Percent Supply Reduction ¹ <i>Numerical value as a percent</i>	Water Supply Condition ² <i>(Narrative description)</i>	Shortage Level
Phase I shortage	5%	District engineer determines over consumption of water, loss of pressure in a system, breakdown, drought conditions or any similar occurrence	Level 1
Phase II shortage	10%	Board of Supervisors determines that the Districts will suffer a 10% shortage of supplies	
Phase III shortage	15%	Board of Supervisors determines that the Districts will suffer a 10%–15% shortage of supplies	Level 2
Phase IV shortage	20%	Board of Supervisors determines that the Districts will suffer a 15%–20% shortage of supplies	
Phase V shortage	25%	Board of Supervisors determines that the Districts will suffer a 20%–25% shortage of supplies	Level 3

Phase VI shortage	30%	Board of Supervisors determines that the Districts will suffer a 25%–30% shortage of supplies	
Phase VII shortage	35%	Board of Supervisors determines that the Districts will suffer a 30%–35% shortage of supplies	Level 4
Phase VIII shortage	40%	Board of Supervisors determines that the Districts will suffer a 35%–40% shortage of supplies	
Phase IX shortage	45%	Board of Supervisors determines that the Districts will suffer a 40%–45% shortage of supplies	Level 5
Phase X shortage	50%	Board of Supervisors determines that the Districts will suffer a 45%–50% shortage of supplies	
N/A	>50	Board of Supervisors determines that the Districts will suffer a 50% or greater shortage of supplies	Level 6
¹ One stage in the WSCP must address a water shortage of 50 percent.			
² Water supply condition shortage as percent of current normal year supplies.			

Table 3-1: Crosswalk Analysis

Table 3-2 (DWR Submittal Table 8-1)

WSCP Levels

Shortage Level		
	Percent Shortage Range ¹ <i>Numerical value as a percent</i>	Water Shortage Condition <i>(Narrative description)</i>
1	Up to 10%	District engineer determines over consumption of water, loss of pressure in a system, breakdown, drought conditions or any similar occurrence; Board of Supervisors determines that the Districts will suffer a 10% shortage of supplies
2	Up to 20%	Board of Supervisors determines that the Districts will suffer a 10%–20% shortage of supplies
3	Up to 30%	Board of Supervisors determines that the Districts will suffer a 20%–30% shortage of supplies
4	Up to 40%	Board of Supervisors determines that the Districts will suffer a 30%–40% shortage of supplies
5	Up to 50%	Board of Supervisors determines that the Districts will suffer a 40%–50% shortage of supplies
6	>50%	Board of Supervisors determines that the Districts will suffer a shortage of supplies greater than 50%
¹ One stage in the WSCP must address a water shortage of 50 percent.		

Table 3-1: WSCP levels.

Section 4: Shortage Response Actions

~~The Districts' PWCP describes the shortage response actions corresponding to the different stages. These stages then correspond to the 6 standard shortage levels. For more information, see the crosswalk analysis and the Districts' PWCP.~~

4.1 Demand Reduction

The Districts' ~~PWCP and~~ Water Waste Ordinance include mandatory prohibitions on water uses.

Demand reduction by the Districts is accomplished through various actions in response to shortage levels. Demand reduction measures are actions taken by the Districts and its customers to reduce water demand within the service area. DWR categorizes the various types of demand reduction actions. Categories include public information campaigns, landscape and Commercial, Industrial, Institutional (CII) restrictions, and others. Table 4-1 summarizes the Districts demand reduction actions in accordance with Section 10632(a) (4) (B) and (a)(4)(E). Any Restrictions placed on the Districts by the State of California take precedent over water use restrictions outlined in Table 4-1.

~~Table 4-1 (DWR Table 8-2): Demand Reduction Actions~~

Shortage Level^a	Demand Reduction Actions	How much is this going to reduce the shortage gap? Include units used (volume type or percentage)	Additional Explanation or Reference (optional)	Penalty, Charge, or Other Enforcement?^b
Normal	Other—Prohibit use of potable water for washing hard surfaces	Up to 10%	Exception for benefit of public health and safety.	Yes
Normal	Landscape—Limit landscape irrigation to specific times	Up to 10%	Limit landscape irrigation to specific times. Prohibition from 10 a.m. to 5 p.m.	Yes
Normal	Landscape—Other landscape restriction or prohibition	Up to 10%	Prohibit lawn watering more than once a day and irrigation causing runoff.	Yes
Normal	Other—Customers must repair leaks, breaks, and	Up to 10%	Customers must repair leaks, breaks, and malfunctions in a timely manner (required for renters and owners).	Yes

	malfunctions in a timely manner			
Normal	Other—Require automatic shut-off hoses	Up to 10%	Require automatic shut-off hoses for car washing.	Yes
Normal	CII—Restaurants may only serve water upon request	Up to 10%	CII—Restaurants may only serve water upon request.	Yes
Normal	Water Features—Restrict water use for decorative water features, such as fountains	Up to 10%	Restrict water use for decorative water features, such as fountains. Prohibit cleaning, filling, or maintaining levels.	Yes
Normal	Provide Rebates on Plumbing Fixtures and Devices	Up to 10%	Rebates for high efficiency clothes washers, weather-based sprinkler controllers, and rotary sprinkler nozzles.	No
Normal	Provide Rebates for Landscape Irrigation Efficiency	Up to 10%	Rebates for removing water inefficient grass with drought-tolerant landscaping.	No
1 through 6	Expand Public Information Campaign	Up to 50%	Website and social media outreach and advertising for water conservation awareness and rebate programs. Direct mail postcards and bill inserts to customers.	No
1 through 6	Other—Prohibit use of potable water for construction and dust control	Up to 50%	New meters for construction water service to be removed. No new meters installed. Prohibit use of potable water for construction and dust control.	Yes
1 through 6	Landscape—Limit landscape irrigation to specific days	Up to 50%	Limit landscape irrigation to specific days. Irrigation to occur every other day.	Yes
1 through 6	Landscape—Limit landscape irrigation to specific days	Up to 50%	Limit landscape irrigation to specific days. Irrigation to occur 3 times per week in the	Yes

			summer, 2 times per week in the winter.	
1 through 6	CH—Other CH restriction or prohibition	Up to 50%	CH Lodging establishment must offer opt out of linen service.	Yes
1 through 6	Decrease Line Flushing	Up to 50%	Line flushing and fire flow testing as-needed only.	No
2 through 6	Implement or Modify Drought Rate Structure or Surcharge	Up to 50%	Conservation surcharges in effect.	Yes

NOTES:

a. Items at normal level are included in the Water Waste Ordinance. Although no shortage gap exists at normal level, demand reduction actions can potentially reduce up to 10 percent of water use corresponding with Shortage Level 1.

b. Enforcement is not by the Districts but by the County of Los Angeles Department of Public Health or city of jurisdiction.

Table 4-1 (DWR Table 8-2): Demand Reduction Actions

<u>Shortage Level</u>	<u>Demand Reduction Actions</u>	<u>How much is this going to reduce the water use?</u>	<u>Additional Explanation or Reference</u>
<u>Level 1</u>	<u>Enforcement of the County's Water Waste Ordinances, such as:</u>	<u>5% - 10%</u>	-
	<u>Potable water shall not be used for washing hard surfaces, such as pavement, roadways, concrete, and sidewalks, except for public health and safety exceptions.</u>		
	<u>No person shall water or cause to be watered any lawn or landscaping more than once a day</u>		
	<u>No person shall water or cause to be watered any lawn or landscaping to such an extent that causes runoff due to incorrectly directed or maintained sprinklers or excessive watering.</u>		

<u>Shortage Level</u>	<u>Demand Reduction Actions</u>	<u>How much is this going to reduce the water use?</u>	<u>Additional Explanation or Reference</u>
	<u>Hoses must have an automatic shut-off nozzle for car washing and outdoor hand watering of plants and trees.</u>		
	<u>Customers must repair water leaks, breaks, and malfunctions in a timely manner.</u>		
	<u>Restaurants shall only serve water upon request.</u>		
	<u>Hotel and lodging establishments must offer an option for customers to opt-out of linen service to reduce laundry water use.</u>		
	<u>No person shall use potable water to clean, fill, or maintain levels in decorative fountains, ponds, lakes, or other similar aesthetic structures.</u>		
	<u>Initiate a public information campaign</u>		
<u>Level 2</u>	<u>All measures from Level 1</u>	<u>5% - 10%</u>	<u>Suggested irrigation times: before 10AM and after 6PM (10mins/station)</u>
	<u>Expand public information campaign</u>		
	<u>Limit landscape irrigation to specific days a week during certain hours of the day for an allotment time period.</u>	<u>8%-10%</u>	
<u>Level 3</u>	<u>All measures from Level 1 and Level 2</u>	<u>5% - 10%</u>	<u>Suggested irrigation times: before 10AM and after 6PM (10mins/station)</u>
	<u>Limit landscape irrigation to specific days a week during certain hours of the day for an allotment time period.</u>	<u>10%-15%</u>	
	<u>Prohibit the use of potable water for the irrigation of ornamental turf.</u>		
	<u>Prohibit the use of potable water for construction.</u>	<u>2%-4%</u>	<u>Voluntary at the discretion of the District Engineer</u>
<u>Level 4</u>	<u>All measures from previous shortage levels</u>	<u>17% - 30%</u>	
	<u>Limit landscape irrigation to specific days a week during certain hours of the day for an allotment time period.</u>	<u>15% - 20%</u>	<u>Suggested irrigation times: before 10AM and after 6PM (10mins/station)</u>
	<u>No New meters to provide construction water service shall not be issued</u>	<u>2%-4%</u>	

<u>Shortage Level</u>	<u>Demand Reduction Actions</u>	<u>How much is this going to reduce the water use?</u>	<u>Additional Explanation or Reference</u>
	<u>Water Service letters will be issued with the condition that permanent metered service to any newly created lot will be prohibited until restrictions are lifted.</u>		<u>Voluntary at the discretion of the District Engineer</u>
<u>Level 5</u>	<u>All measures from previous shortage levels</u>	<u>34%-54%</u>	
	<u>Existing meters providing construction water service shall be removed.</u>	<u>2%-4%</u>	
<u>Level 6</u>	<u>All measures from previous shortage levels</u>		
	<u>No outdoor irrigation. Hand or drip irrigation is allowed only to preserve trees.</u>		
	<u>No new permanent meters shall be installed.</u>		

Table 4-1: Demand Reduction Actions

PWCP

The Districts' PWCP outlines a moratorium for demand increase on new connections and the Districts' conservation rate surcharge when necessary.

~~At Level 1, existing meters for construction water service are removed and no new permanent meters are installed.~~

~~Implementing conservation surcharges can be an effective demand reduction action taken by the Districts to reduce water demand. The surcharges for the various shortage levels are as described in the PWCP. The conservation target is a percentage of the quantity used during a "base" billing period set by the Board of Supervisors. Water use up to the target quantities shall be billed at the established quantity charge or normal charge. Water use exceeding target quantities shall be subject to the following conservation surcharges in addition to the established quantity charge or normal charge:~~

- ~~• For all customers within the Districts, an additional conservation surcharge of 1 times the established quantity charge or normal charge will be assessed for water use exceeding the target quantity, up to 115 percent of the target quantity.~~
- ~~• For all customers within the Districts, an additional conservation surcharge of 2 times the established quantity charge or normal charge will be assessed for water use exceeding 115 percent of the target quantity.~~

Water Waste Ordinance

The Water Waste Ordinance found in Title 11 of the Code of Ordinances for Los Angeles County, Part 4 – Water Conservation Requirements for the Unincorporated Los Angeles

County Area (11.38) outlines ~~hose~~—water prohibitions, irrigation prohibitions, leak prohibitions, prohibitions for car wash facilities and public eateries, and decorative fountains (County of Los Angeles 2015 Los Angeles County-Code of Ordinances. "Water Waste Ordinance").

Landscape irrigation prohibitions are enforced in all levels and become progressively restrictive in terms of allowable watering times, then days, then types of plants allowed. Runoff and water waste are always prohibited under the Water Waste Ordinance.

CII water use prohibitions are enforced with the Water Waste Ordinance. Eating establishments may serve drinking water only at customer request. Lodging establishments should wash linens daily only, upon customer request.

Use of water in ornamental fountains, ponds, lakes, or other similar-aesthetic features shall be prohibited unless the water is recirculated. This is outlined in the Water Waste Ordinance.

Expand Public Information Campaign

Outreach campaigns and public education play a crucial role in demand reduction. The Districts' Public Information Program includes several different methods to engage with customers, such as web-based publications, bill inserts, and public outreach events. The Districts also work closely with their wholesalers, West Basin and AVEK, to expand their public information and water conservation efforts.

Provide Rebates

The Districts provide rebates on plumbing fixtures and devices for items, such as high-efficiency clothes washers, weather-based sprinkler controllers, and rotary sprinkler nozzles. Rebates for landscape irrigation efficiency that includes removing grass and replacing it with drought-tolerant landscaping are also available to customers of the Districts through its Cash for Grass Program.

Decrease line flushing

At Level 1, the Districts will decrease line flushing activities and reduce fire-flow testing to an as-needed basis. These operations will temporarily be suspended until it is determined that the severity of the water supply condition may be reduced.

~~More details and information for demand reduction actions can be found in Section 8 of the Districts' UWMP, the PWCP, and Water Waste Ordinance.~~

4.2 Supply Augmentation

Supply augmentation methods and other actions describe the Districts' method of acquiring additional water supply at corresponding shortage levels. Table 4-2 summarizes the Districts' supply increase actions by identifying the water shortage level that triggers the augmentation method in accordance to Section 10632(a)(4)(A).

Table 4-2 (DWR Table 8-3): Supply Augmentation and Other Actions			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier	How much is it going to reduce the shortage gap? (Amounts Available) ^a	Additional Explanation or Reference (optional)
All	Stored Emergency Supply	Up to 87,000 AF	Purchase Banked water in dry years
All	Transfers	Up to 2,600 AFY	AVEK lease agreement
All	Stored Emergency Supply	Up to 20,000 AFY	Pump carry-over water in dry years
All	Emergency Supply	Palmdale Water District-2 MGD; Las Virgenes Municipal Water District -1.29 MGD; Los Angeles Department of Water and Power-3.45 MGD	Use interconnections with other Agencies (District No. 40: Palmdale Water District; District No. 29: Las Virgenes Municipal Water District and Los Angeles Department of Water and Power)
NOTES: <i>a. Quantities shown indicate amounts available. Actual use will vary depending on shortage level and expected demands.</i>			

Table 4-2: Supply Augmentation and Other Actions

The selection of the supply augmentation method will be determined on a real-time basis depending on the supply and demand assessment at the discretion of the Districts.

4.3 Operational Changes

In order to address water shortage response actions in this WSCP, the following operational changes can be implemented in response to water shortage levels. The Districts' operational changes include the following at all water shortage levels:

- *Customer notifications* – Convey water shortage messaging through the Districts' website, door hangers, monthly bill inserts, e-mail blasts, and text messaging alerts.
- *Customer Information System* – Increase monitoring, analysis, and tracking of customer water usage and rates. Business Operations staff will increase their reporting on customers in certain tiers and water usage will be monitored more closely.

More details and information on programs can be found in Section 8 of the Districts UWMP.

4.4 Additional Mandatory Restrictions

Additional mandatory restrictions, such as limitations on irrigation water use, car washing, and water feature restrictions, have been included in Table 8-2 in accordance to Section 10632(a)(4)(D).

More information can be found in the specific ordinances. The Water Conservation Regulation is found in Part 5 of the Rules and Regulations. The Water Waste Ordinance is found in Part 4 of Chapter 11 of the Code of Ordinances for Los Angeles County.

4.5 Emergency Response Plan

In the event of a catastrophe (earthquake, regional power outage, or any other emergency that results in a water supply interruption), the District will take the following measures to prevent water shortages: (1) use the emergency interconnections (District No. 29: Las Virgenes Municipal Water District/Los Angeles Department of Water and Power; District No. 40: Quartz Hill Water District/Palmdale Water District); (2) implement the WSCP; and (3) enforce the Water Waste Ordinance. In addition, the Districts also have an Emergency Response Plan (ERP), which was updated in 2021. The Districts maintains this ERP to address responding to catastrophic supply interruptions as well as other emergencies. The Districts also have back-up power available in the form of portable diesel, natural gas, and propane generator units for water supply facilities in order to continue supplying water to customers, communicating with the power company, activating emergency connections, continuing water quality monitoring, and issuing boil water advisories if necessary. In the event of an emergency, the Districts will implement its ERP.

The Districts' ERP also addresses scheduled and planned disruptions to supply. Such disruptions in supply will occur when demand is lowest (time of year) and when alternate supply is available.

The Districts utilizes an emergency organizational structure and chain of command in response to all emergencies within or affecting its service area. The ERP defines the emergency management positions.

The Districts have also implemented a feature to contact customers of critical notifications via text messaging and e-mail, which allows all Districts customers to be reached within 90 minutes.

In an emergency event, response actions for all levels of the WSCP will be in place in addition to the Districts' ERP procedures. The ERP is not included in this document due to security reasons.

4.6 Seismic Risk Assessment and Mitigation Plan

The Districts have completed its own seismic risk assessment as part of the America's Water Infrastructure Act of 2018 (CWC Section 10632.5) through the Risk and Resilience Assessment (RRA). The RRA was completed by the Districts in 2020 and it includes a seismic risk assessment component for the Districts water supply facilities, such as wells, pump stations, and storage tanks. The RRA assesses the vulnerability of these facilities and provides a mitigation plan to address these vulnerabilities. Detailed information is found in the Districts' 2020 RRA, but it is not included as an Appendix because it is a privileged and confidential document.

The District has also considered seismic mitigation for its water supply from the SWP. The following discusses how DWR would mitigate seismic interruption to the SWP's water supply (District No. 40 2015 UWMP).

4.7 Shortage Response Action Effectiveness

To monitor the reduction in water usage during the implementation of this WSCP at any water shortage level, supply and demand data would be collected and analyzed more frequently by the Districts' Business Operations Unit. The Districts billing system and water meter readings are collected and billed on a bimonthly basis. The Districts are currently in the process of converting all water meters to an Advanced Metering Infrastructure (AMI) system. Once fully complete, this technology can allow the Districts to monitor near real-time water usage data and could track water usage more precisely. AMI data can be used to assist in quantifying water use reductions associated with the various response actions at different water shortage levels. Because the District has yet to complete the meter replacements and infrastructure needs for the AMI conversion, water savings cannot be directly quantified at this time.

For each shortage response action, estimates by what amount the gap was reduced in a quantitatively value were provided in Table 4-2 . Values correspond with the water shortage level percent reduction in supply.

Section 5: Communication Protocols

The Districts' communication plan will provide customers information regarding the WSCP, its implementation, and water shortage allocations/actions. The Districts will also coordinate with the Board of Supervisors and other key audiences (outlined below) to ensure efficient water management during water supply shortage levels. The communication plan strives to:

- Educate customers regarding
 - Water supplies and sources
 - Water shortage conditions
 - Local and State regulations
- Explain proposed actions and how those actions are to be implemented
- Motivate customers to increase conservation by:
 - Participating in water-saving programs/rebates
 - Following specific water-conservation guidelines
- Maintain open communication with key audiences and customers.

Customer specific information will include, but not be limited to:

- Current or predicted shortages
- Restrictions on water use
- Water-saving tips
- Water Conservation Surcharges
- Compliance and enforcement information
- Shortage response actions

In addition, as outlined in Section N of the PWCP, "each customer will be notified on his or her bill as to what the target quantity and the base quantity will be for the applicable billing period."

Collaboration with key audiences is an essential part of the success of the communication plan specifically during water shortage periods. The frequency and extent of the collaboration and outreach will increase with each increasing shortage level. The Districts' water conservation and water resources management staff regularly interact and coordinate with key audiences, including constituents and governing agencies to ensure outreach efforts are consistent with the varying levels of drought periods. Key audiences include, but are not limited to the following:

- Single-family homeowners and tenants
- Multi-family property owners and tenants
- Commercial/industrial/governmental businesses
- Homeowner Associations:
 - Zuma Mesa Property Owners
 - Horizon Hills Property Owners Association
 - Malibu La Costa Owners Association

- School Districts and other educational institutions
- Construction contractors
- Community based organizations and community councils
- State, Federal, and local representatives
- General public
- Los Angeles County Board of Supervisors
- Internal Los Angeles County Public Works staff
- Media networks
- Public/Community Agencies:
 - Los Angeles County Sanitation Districts
 - Big Rock Mutual Water Company
 - City of Lancaster
 - City of Palmdale
 - Palmdale Water District
 - AVEK
 - Quartz Hill Water District
 - City of Malibu
 - West Basin
 - Los Angeles Department of Water and Power
 - DWR
 - Santa Clarita Valley Water Agency
 - Antelope Valley Watermaster
- Member agencies/Partnerships:
 - American Water Works Association
 - Association of California Water Agencies
 - Big Rock Mutual Water Company
 - California Water Efficiency Partnership
 - National Ground Water Association
 - Southern California Water Committee
 - Urban Water Institute, Inc.
 - WaterReuse Association
 - California Urban Water Conservation Council

The following Communication strategies and outreach methods will be implemented during each of the water supply conditions:

Table 5-1 Communication Protocols				
Shortage Level	Percent Shortage Range	Communication Strategy	Customer Outreach Methods	Other Key Audiences Outreach Methods
1, 2, and 3	Up to 30%	Provide updates on shortage conditions and any status changes. Promote available water conservation rebates and assistance.	Social media (Twitter), water-saving tips on the website (dpw.lacounty.gov/), customer e-mail blasts, bill inserts defining specific water target quantity, and community events.	Memos and e-mail communications to provide updated information about restrictions and conservation methods.
4 and 5	Up to 50%	Provide updates on shortage conditions and any status changes. Increase outreach. Increase promoting available water conservation rebates and assistance.	Social media (Twitter), water-saving tips on the website (dpw.lacounty.gov/), customer e-mail blasts, bill inserts defining specific water target quantity, and community events.	Memos and e-mail communications to provide updated information about restrictions and conservation methods.
6	>50%	Provide updates on shortage conditions and any status changes. Specialized outreach and agency communication. Water for essential use only.	Social media (Twitter), water-saving tips on the website (dpw.lacounty.gov/), customer e-mail blasts, bill inserts defining specific water target quantity, and community events.	Memos and e-mail communications to provide updated information about restrictions and conservation methods.

Table 5-1: Communication Protocols

Section 6: Compliance and Enforcement

6.1 Relief from Compliance/Violations/Hearings

The information required by CWC Section 10632 is included in Sections M, O, and P of the Districts' PWCP.

Section 7: Legal Authorities

The description of the legal authority that empowers the Districts to implement and enforce the PWCP is described in Section C of the PWCP.

Section 8: Financial Consequences of the Water Shortage Contingency Plan

The implementation of the WSCP could result in a significant short-term reduction in the Districts revenue. The Districts sources of funding are structured into four categories: Service Charge, Facility Surcharge, Water Quantity Charge, and Standby Charge. The Service Charge is a fixed connection charge based on the size of the meter. The Facility Surcharge and Water Quantity Charge are based on the actual quantity of water used. The Standby Charge is assessed on all properties and is included on the property owner's tax bill. A reduction in water sales will affect only the revenues from the Water Quantity Charge and Facility Surcharge. The Districts' Service Charge and Standby Charge are intended to provide adequate revenue for the Districts to ensure continuous operations and maintenance functions regardless of reductions in water sales. However, if water sales do affect the operation and maintenance revenues, the Districts have the following measures to reduce such an impact:

- Extra revenues contributed by the conservation surcharge from customers who do not comply with the conservation targets.
 - Implementing conservation surcharges can be an effective way to mitigate falling revenues due to reduction in water use. In addition, conservation surcharges have been shown to reduce water demand. Implementation of surcharges are described in detail in the Districts' PWCP.
 - The conservation target is a percentage of the quantity used during a "base" billing period set by the Board of Supervisors. Water use up to the target quantities shall be billed at the established quantity charge or normal charge. Water use exceeding target quantities shall be subject to conservation surcharges in addition to the established quantity charge or normal charge.
-
- Delayed capital improvement projects if necessary, the Board of Supervisors can authorize the transfer of funds for capital improvement projects from the Districts' Accumulative Capital Outlay Fund to the Districts' General Fund.
- Increased water rates. In the event the first two options are not sufficient, the Board of Supervisors would have to consider increases to water rates to meet operational needs. Any such increase would have to be approved by the Board of Supervisors pursuant to the Proposition 218 and Public Hearing process.

Section 9: Monitoring and Reporting

The Districts intends to monitor the effectiveness of each shortage response action in the future by collecting data from customer meters. Data from the Districts' water supply and demand is collected and analyzed on a bimonthly basis and readings are compiled into annual summaries. The base quantity of a customer with a meter size of one and one-half (1-1/2) inches or larger shall be determined by the amount of water used on the customer's premises during the corresponding billing period of a base period to be defined by the Board of Supervisor. For meter sizes of one (1) inch or less, a base quantity shall be the average of the water usage for all similar sized meters during the corresponding billing period of a base period to be defined by the Board of Supervisors. Excessive water use is reported on the customer's bimonthly bills and is compared to target conservation goals as well as compared to normal year conditions. If water conservation goals are not met, the Districts may implement additional shortage response actions.

Section 10: Water Shortage Contingency Plan Refinement Procedures

The WSCP will be reevaluated and refined every 5 years in accordance with the UWMP, or at the discretion of the Districts. The evaluation will include assessing the effectiveness of the water shortage response actions for each demand level. The evaluation will compare the expected percent demand reduction against actual reductions, as well as assessing the communication and outreach protocols and refining the WSCP accordingly.

Section 11: Special Water Distinction Feature

Per Section 10632(b) of the CWC, the Districts are required to "analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas." It is the Districts' policy that recycled water be used for nonpotable uses wherever its use is financially and technically feasible and consistent with legal requirements. As such, nonpool and nonspa water features may use or be able to use recycled water when it is available, whereas pools and spas must use potable water for health and safety reasons.

Response, enforcement, and monitoring actions for pools and spas are consistent with the other potable water end uses discussed in this WSCP. As for nonpool and nonspa water features, such as ornamental fountains, ponds, lakes, or other similar-aesthetic features, the use of water is prohibited unless the water is recirculated as outlined in this WSCP and Chapter 11.38 of the Code of Ordinances of the Los Angeles County.

To satisfy the requirements set forth in Section 10632(b) of the CWC, the following water features have been analyzed and defined:

Artificial Lake: A human-made lake, pond, lagoon, or other body of water that is used wholly or partly for landscape, scenic, or noncontact recreational purposes. (Chapter 6 of the Rules and Regulations).

Ornamental Fountains: An ornamental structure in a pool or lake from which one or more jets of water are pumped into the air. (General Definition).

11.1 Los Angeles County Waterworks District No. 29, Malibu, and the Marina del Rey Water System

The use of recycled water within District No. 29 is currently limited to landscape irrigation at Pepperdine University. However, District No. 29 is committed to working with the City of Malibu to identify creative solutions for using recycled water when it becomes available in the area consistent with existing regulations and subject to available funding.

11.2 Los Angeles County Waterworks District No. 40, Antelope Valley

The use of recycled water within District No. 40 is currently limited to landscape irrigation at institutional locations, refilling lakes at Apollo Park, and commercial uses. However, District No. 40 does not produce or treat recycled water, nor does it operate the recycled water distribution system. The Los Angeles County Sanitation District Nos. 14 and 20 produce and treat the recycled water while the Cities of Lancaster and Palmdale operate the recycled water distribution system. District No. 40 currently does not plan on using recycled water in the future.

Section 12: Plan Adoption, Submittal, and Availability

Since the early 1980s, Section 10632 of the CWC has required urban water suppliers to prepare and adopt a WSCP as part of its UWMP. The goal of developing a WSCP is to prepare in advance a response for various water shortage conditions that could be caused by dry years, natural forces, system interruptions or failure, chronic maintenance deferral, dropping groundwater levels, or regulatory action.

Prior to adoption of an UWMP and subsequent WSCP, Section 10642 of the CWC requires that the water supplier make the plans available for public inspection and hold a public hearing. Notice of the time and place of the hearing must be published pursuant to Government Code 6066, which states that the publication of the notice shall be once a week for 2 successive weeks with at least 5 intervening days. The notice must also be provided to any city within which the supplier provides water supplies.

The public hearing was held pursuant to Section 10642 of the CWC. Notice of the time and place of the hearing were published pursuant to Government Code 6066 and were provided to the City of Malibu, as well as the Cities of Lancaster and Palmdale. Following review and approval from the County of Los Angeles County Counsel, the Board of Supervisors adopted the resolution approving the 2020 UWMP and WSCP for District Nos. 29 and 40. The Notices of Public Hearing were as to form.

Following adoption from the Board of Supervisors, the 2020 UWMP and WSCP for District Nos. 29 and 40 were submitted to DWR for review and approval. Upon approval, DWR will submit reports to the State Legislature summarizing the status of the plans. This WSCP can be periodically amended independently of the UWMP on an as-needed basis. If an amendment is needed to the WSCP, the same process of review, public hearings, approval, and adoption will be followed.

Lastly, the submitted and approved plans will be available to the public and the Cities of Malibu, Lancaster, and Palmdale on the Districts' website pursuant to Section 10635(c) of the CWC no later than 30 days after they have been submitted to DWR.

Districts' Website: (<https://dpw.lacounty.gov/www/web/Publications/WMP.aspx>)

References

- Antelope Valley-East Kern Water Agency (AVEK). May 2021. WSC Water Systems Consulting Inc. Draft Antelope Valley-East Kern Water Agency 2020 Urban Water Management Plan.
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- Department of Water Resources (DWR). March 2021. 2020 Urban Water Management Plans Guidebook for Urban Water Suppliers.
- Metropolitan Water District (MWD). April 2021. Draft 2020 Urban Water Management Plan.
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- US Geological Survey (USGS). Aquifer-System Compaction: Analyses and Simulations-the Holly Site, Edwards Air Force Base, Antelope Valley, California, By Michelle Sneed and Devin L. Galloway. Water-Resources Investigations Report 00-4015. 2000.
- US Department of the Interior Geological Survey (USGS). Examples of the Use of Geologic and Seismologic Information for Earthquake-Hazard Reduction in Southern California - By William J. Kockelman. <https://pubs.usgs.gov/of/1983/0082/report.pdf>. 1983
- County of Los Angeles. 2015. Los Angeles County-Code of Ordinances. "Water Waste Ordinance." Accessed online at: https://library.municode.com/ca/los%20angeles%20county/codes/code%20of%20ordinances?nodeId=TIT11HESA_DIV1HECO_CH11.38WASE_PT4WACOREUNLOANCOAR
- Los Angeles County Department of Public Works (LACDPW). 2015. "Part 5: Phased Water Conservation Plan." Accessed online at: <https://dpw.lacounty.gov/www/web/About/RulesRegulations.aspx>

ENCLOSURE C

**INSTRUCTION SHEET FOR PUBLISHING
LEGAL ADVERTISEMENTS**

TO: Executive Officer of the
Board of Supervisors
County of Los Angeles

FROM: Los Angeles County Public Works
Waterworks Division

**NOTICE OF PUBLIC HEARING
FOR CONSIDERATION OF WATER SHORTAGE AND AMENDMENT OF WATER
SHORTAGE CONTINGENCY PLAN IN THE LOS ANGELES COUNTY
WATERWORKS DISTRICTS AND THE MARINA DEL REY WATER SYSTEM**

Publishing

The Executive Officer of the Board of Supervisors shall cause notice of the public hearing, in the form and manner specified in Section 6066 of the Government Code, to be published in *The Daily Newspaper* and circulated in the County of Los Angeles, which is hereby designated for that purpose, and such publication to be completed twice, not less than 14 days and 7 days prior to the date of said hearing.

Forward five reprints of the attached advertisement to the County of Los Angeles Public Works, Waterworks Division, P.O. Box 1460, Alhambra, California 91802-1460.

Should there be any questions regarding this matter, please contact Mr. Daniel Bradbury at (626) 300-3334, Monday through Thursday, 8 a.m. to 5 p.m.

Attach.

**NOTICE OF PUBLIC HEARING TO AMEND THE WATER SHORTAGE
CONTINGENCY PLAN FOR THE LOS ANGELES COUNTY WATERWORKS
DISTRICTS AND THE MARINA DEL REY WATER SYSTEM**

In accordance with the California Water Code, Section 375, the Los Angeles County Board of Supervisors, as the Board of Directors of the Los Angeles County Waterworks Districts and the Marina del Rey Water System (Districts), will hold a public hearing on August 30, 2022, at 9:30 a.m. in the Hearing Room of the Board, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, in the matter of determining whether or not a Level 2 Water Shortage exists in the Districts and to confirm that all demand reduction measures for Level 2 have been fully implemented in compliance with the State Water Resources Control Board's May 24, 2022, Emergency Drought Regulations. The Board of Supervisors will consider declaring a Level 2 Water Shortage.

Please note that due to the COVID-19 pandemic, a virtual hearing may be held. Please visit <http://bos.lacounty.gov/Board-Meeting/Board-Agendas> for details on how to listen to the virtual meeting and/or address the Board.

The Board of Directors of the Districts will also consider adopting an administrative, clarifying amendment to the Water Shortage Contingency Plan. A copy of the proposed amendment is available for public review at <https://pw.lacounty.gov/wwd/web/Documents/2020%20WSCP%20Amendments%202022-07-06.pdf>.

On October 19, 2021, the Board of Supervisors adopted a multi-level Water Shortage Contingency Plan, which references the May 23, 1991, Phased Water Conservation Plan for the Districts that provides for water usage reductions ranging from 10 to 50 percent depending on a water supply shortage to any or all of the Districts. The full text of the adopted Water Shortage Contingency Plan is available at <https://dpw.lacounty.gov/wwd/web/Documents/LACWD%202020%20WSCP%20FINAL.pdf> and the full text of the Phased Water Conservation Plan is available at www.lacwaterworks.org/About/RulesRegulations.aspx.

For additional information regarding this matter, please call (626) 300-4688, Monday through Thursday, from 7 a.m. to 5:45 p.m.

Si no entiende este aviso o si necesita más información, favor de llamar al (626) 300-3384. Nuestra oficina está abierta de lunes a jueves de 7 a.m. a 5:45 p.m.,

**INSTRUCTION SHEET FOR PUBLISHING
LEGAL ADVERTISEMENTS**

TO: Executive Officer of the
Board of Supervisors
County of Los Angeles

FROM: Los Angeles County Public Works
Waterworks Division

**NOTICE OF IMPLEMENTATION OF WATER SHORTAGE CONTINGENCY PLAN
IN THE LOS ANGELES COUNTY WATERWORKS DISTRICTS AND THE
MARINA DEL REY WATER SYSTEM**

Publishing

Upon approval of Agenda Item No. **xxx**, the Executive Officer of the Board of Supervisors shall cause notice of the determination of shortage and implementation of the Water Shortage Contingency Plan for the Los Angeles County Waterworks Districts and the Marina del Rey Water System (Districts) by resolution of the Board of Supervisors acting as the governing body of the Districts to be published in a daily newspaper of general circulation within the affected Districts.

The resolution should be printed in *The Daily Newspaper* as soon as possible after the Board takes action to implement the plan.

Should there be any questions regarding this matter, please contact Mr. Daniel Bradbury at (626) 300-3334, Monday through Thursday, 8 a.m. to 5 p.m.