

#### **COUNTY OF LOS ANGELES**

**CHIEF EXECUTIVE OFFICER**Fesia A. Davenport

### COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, September 13, 2023

TIME: 9:00 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.

TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996

ID: 885 291 326#

Click here to join the meeting

#### **AGENDA**

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

#### 1. CALL TO ORDER

- 2. **INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - **A.** Board Letter (Animal Care and Control) for September 26, 2023 Board agenda:

DELEGATE AUTHORITY TO THE DIRECTOR OF ANIMAL CARE AND CONTROL TO ENTER INTO AN AGREEMENT WITH DOG IS MY COPILOT FOR DONATED ANIMAL TRANSPORTATION SERVICES

**B.** Board Letter (LA County Library – Capital Programs) for September 26, 2023 Board agenda:

LA COUNTY LIBRARY

LA COUNTY LIBRARY HEADQUARTERS FIRE RESTORATION PROJECT CATEGORICAL EXEMPTION

ESTABLISH AND APPROVE CAPITAL PROJECT NO. 89160

APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT

AUTHORIZE USE OF JOB ORDER CONTRACT

C. Board Letter (Parks and Recreation) for September 26, 2023 Board agenda:
ADOPT A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE SAN GABRIEL VALLEY AQUATIC CENTER AND ADOPT YOUTH EMPLOYMENT PLANS FOR THE PUENTE HILLS

LANDFILL VISITOR CENTER PROJECT & JACKIE ROBINSON INTERPRETIVE ART PROJECT

**D.** Board Letter (Parks and Recreation) for September 26, 2023 Board agenda:

ADOPT RESOLUTIONS APPROVING THE SUBMISSION OF GRANT APPLICATIONS AND ACCEPTANCE OF GRANT FUNDS TO THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR THE PUENTE HILLS LANDFILL VISITOR CENTER PROJECT AND THE FRIENDSHIP PARK TRAIL ENHANCEMENTS AND SIGNAGE PROJECT

- E. Board Letter (Parks and Recreation Capital Programs) for September 26, 2023 Board agenda:
  CHARLES WHITE PARK RENOVATION PROJECT
  ESTABLISH AND APPROVE CAPITAL PROJECT,
  ADOPT A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION TO THE REGIONAL PARK AND OPEN SPACE DISTRICT, APPROVE YOUTH EMPLOYMENT PLAN, PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT
  CAPITAL PROJECT NO. 87801
- F. Board Letter (Public Works) for September 26, 2023 Board agenda: TRANSPORTATION CORE SERVICE AREA ANNEXATION AND LEVYING OF ASSESSMENTS FOR COUNTY LIGHTING DISTRICTS NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES TRACT 82160 HACIENDA HEIGHTS
- G. Board Letter (Public Works) for September 26, 2023 Board agenda: SERVICES CONTRACT
  TRANSPORTATION CORE SERVICE AREA
  AWARD OF SERVICES CONTRACT FOR FLORENCE AREA ENHANCED MAINTENANCE SERVICES IN THE UNINCORPORTED AREAS OF FLORENCE-FIRESTONE AND WALNUT PARK
- H. Board Letter (Public Works) for September 26, 2023 Board agenda: TRANSPORTATION CORE SERVICE AREA COOPERATIVE AGREEMENT FOR SOUNDWALLS ALONG INTERSTATE 10 FREEWAY IN THE UNINCORPORATED COUNTY COMMUNITY OF CITY TERRACE

- I. Board Letter (Public Works) for September 26, 2023 Board agenda: WATER RESOURCES CORE SERVICE AREA DELEGATE AUTHORITY TO EXECUTE AGREEMENTS FOR THE APPLICATION, ACCEPTANCE, AND ADMINISTRATION OF PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT FUNDS
- Board Letter (Public Works Capital Programs) for September 26, 2023
  Board agenda (also on the 9/13/2023 Health and Mental Health
  Services Cluster):
  CONSTRUCTION CONTRACT
  CONSTRUCTION MANAGEMENT CORE SERVICE AREA
  LOS ANGELES GENERAL MEDICAL CENTER
  GENERAL HOSPITAL STRUCTURAL IMPROVEMENTS PROJECT

ESTABLISH AND APPROVE PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING

CAPITAL PROJECT NO. 87958

K. Board Letter (Public Works - Capital Programs) for September 26, 2023 Board agenda: CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA PARAMOUNT LIBRARY REFURBISHMENT PROJECT APPROVE REVISED PROJECT BUDGET

APPROVE APPROPRIATION ADJUSTMENT SPECS. 2074; CAPITAL PROJECT NO. 87884

**L.** Board Letter (Public Works - Capital Programs) for September 26, 2023 Board agenda:

**CONSTRUCTION CONTRACT** 

CONSTRUCTION MANAGEMENT CORE SERVICE AREA

WILLOWBROOK SENIOR CENTER

AMERICANS WITH DISABILITIES ACT UPGRADES PROJECT

ESTABLISH AND APPROVE CAPITAL PROJECT

APPROVE APPROPRIATION ADJUSTMENT

APPROVE USE OF JOB ORDER CONTRACTING SPECS. 7873;

CAPITAL PROJECT NO. 87991

M. Board Letter (Beaches and Harbors) for October 3, 2023 Board agenda: DELEGATE AUTHORITY TO THE DIRECTOR TO EXECUTE LICENSE AGREEMENT TO SOUTHLAND FARMERS' MARKET ASSOCIATION FOR MARINA DEL REY FARMERS' MARKET

- N. Board Letter (Los Angeles County Development Authority) for October 3, 2023 Board agenda:

  APPROVE HEALTH PLANS
- O. Board Letter (Los Angeles County Development Authority) for October 3, 2023 Board agenda:

  APPROVE ACCEPTANCE AND ALLOCATION OF STATE OF CALIFORNIA EMERGENCY SOLUTIONS GRANT FUNDS
- P. Board Letter (Public Works) for October 3, 2023 Board agenda:
  CONSTRUCTION CONTRACT
  TRANSPORTATION CORE SERVICE AREA
  DELEGATED AUTHORITY TO ADOPT, ADVERTISE, AND AWARD WEST
  WHITTIER/LOS NIETOS MINES BOULEVARD, ET AL. PROJECT ID NO.
  RMD4403002 IN THE UNINCORPORATED COMMUNITY OF WEST
  WHITTIER/LOS NIETOS
- Q. Board Letter (Public Works) for October 3, 2023 Board agenda: TRANSPORTATION CORE SERVICE AREA MUNICIPAL SERVICES CORE SERVICE AREA APPROVAL OF THE FINAL MAP FOR TRACT 50385-02 AND ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION THEREWITH IN UNINCORPORATED AGUA DULCE
- R. Board Letter (Public Works) for October 3, 2023 Board agenda: MUNICIPAL SERVICES CORE SERVICE AREA APPROVAL OF THE FINAL MAP FOR TRACT 61105-40 AND ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION THEREWITH IN UNINCORPORATED STEVENSON RANCH
- S. Board Letter (Public Works) for October 3, 2023 Board agenda:
  MUNICIPAL SERVICES CORE SERVICE AREA
  APPROVAL OF THE FINAL MAP FOR TRACT 82468 AND ACCEPTANCE
  OF GRANTS AND DEDICATIONS IN CONNECTION THEREWITH IN
  UNINCORPORATED LA CRESCENTA-MONTROSE
- T. Board Letter (Public Works) for October 3, 2023 Board agenda: TRANSPORTATION CORE SERVICE AREA RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE TO GRANT A PROPRIETARY INDUSTRIAL GAS PIPELINE FRANCHISE TO AIR PRODUCTS AND CHEMICALS, INC.
- U. Board Letter (Public Works) for October 3, 2023 Board agenda: MUNICIPAL SERVICES CORE SERVICE AREA QUITCLAIM OF STORM DRAIN EASEMENTS MISCELLANEOUS EASEMENT PRIVATE DRAIN 2483, PARCELS 1EX AND 2EX, IN THE UNINCORPORATED CASTAIC AREA

Wednesday, September 13, 2023

- V. Board Letter (Regional Planning) for October 24, 2023 Board agenda: DEPARTMENT OF REGIONAL PLANNING: ADOPTION OF ORDINANCE AMENDING TITLES 12, 21 AND 22 RELATING TO FEE REVISIONS
- W. Board Letter (Parks and Recreation) for October 24, 2023 Board agenda: APPROVAL OF MAXIMUM AND MINIMUM 2024 TICKET PRICE SCHEDULE FOR THE HOLLYWOOD BOWL

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

- A. Board Briefing (Public Works):
  UTILITY BOX BEAUTIFICATION PROGRAM
  Speaker: Mark Pestrella and Steve Burger
- 4. PUBLIC COMMENTS (2 minutes each speaker)
- 5. ADJOURNMENT

### BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	9/13/2023
BOARD MEETING DATE	9/26/2023
SUPERVISORIAL DISTRICT AFFECTED	⊠ AII □ 1st □ 2nd □ 3rd □ 4th □ 5th
DEPARTMENT(S)	Animal Care and Control
SUBJECT	The Department of Animal Care and Control (Department) requests delegated authority to the Director of Animal Care and Control or her designee to enter into an agreement with Dog is My CoPilot, Inc. (DIMC) to accept donated animal transportation services.
PROGRAM	Community Services
AUTHORIZES DELEGATED AUTHORITY TO DEPT.	⊠ Yes □ No
SOLE SOURCE CONTRACT	☐ Yes ☐ No
	If Yes, please explain why: N/A
DEADLINES/ TIME CONSTRAINTS	none
COST & FUNDING	Total Cost: 0.00 Funding source:
	TERMS (if applicable): n/a
	Explanation: This donation incurs no direct or net County cost or any additional expenses. All costs associated with the transport are fully covered as part of the donation.
PURPOSE OF REQUEST	Once the Director is delegated authority, an agreement will be executed to allow the Department to accept donated animal transportation services related to pet adoptions.
BACKGROUND (include internal/external issues that may exist including any related motions)	No anticipated internal or external issues are expected.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☐ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☐ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email:
	Bradley Kim, Admin. Services Mgr. I, (562) 379-9722, BKim@animalcare.lacounty.gov





Marcia Mayeda, Director

September 26, 2023

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:

# DELEGATE AUTHORITY TO THE DIRECTOR OF ANIMAL CARE AND CONTROL TO ENTER INTO AN AGREEMENT WITH DOG IS MY COPILOT FOR DONATED ANIMAL TRANSPORTATION SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### SUBJECT.

The Department of Animal Care and Control (Department) requests delegated authority to the Director of Animal Care and Control or her designee to enter into an agreement with Dog is My CoPilot, Inc. (DIMC), to accept donated animal transportation services.

#### IT IS RECOMMENDED THAT THE BOARD:

 Delegate authority to the Director of Animal Care and Control or her designee to enter into an agreement with DIMC and execute any amendments necessary to accept donated animal transportation services related to pet adoptions. Approval by County Counsel will be obtained before any agreement is executed.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DIMC is a 501(c)(3) organization based in Jackson Hole, Wyoming, that provides air transport of animals from high-volume animal care centers to adoption centers where loving families are waiting to adopt a new pet. Once an agreement is executed, it will

Agoura ACC 29525 Agoura Road Agoura Hills, CA 91301 (818) 991-0071

Lancaster ACC 5210 W. Avenue I Lancaster, CA 93536 (661) 940-4191 Baldwin Park ACC 4275 N. Elton Street Baldwin Park, CA 91706 (626) 962-3577

Palmdale ACC 38550 Sierra Highway Palmdale, CA 93550 (661) 575-2888 Carson/Gardena ACC 216 W. Victoria Street Gardena, CA 90248 (310) 523-9566 Castaic ACC 31044 N. Charlie Canyon Rd. Castaic, CA 91384 (661) 257-3191 Downey ACC 11258 S. Garfield Ave. Downey, CA 90242 (562) 940-6898

Administrative Office 5898 Cherry Avenue Long Beach, CA 90805 (800) 253-3555

allow DIMC to transport animals from Los Angeles County animal care centers to adoption centers in other states where adoptable animals are less abundant. This will provide relief for the Department's very busy animal care centers while providing more positive outcomes for adoptable animals.

#### IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with County Strategic Plan Goal II.2, Support the Wellness of our Communities, and Goal III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by leveraging a partnership with a non-profit partner to provide additional adoption opportunities for animals within Los Angeles County animal care centers.

#### FISCAL IMPACT/FINANCING

This donation incurs no direct or net County cost or any additional expenses. All costs associated with the transport are fully covered as part of the donation.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department wishes to engage in a partnership with DIMC that will provide regular transportation of animals from Los Angeles County animal care centers to adoption centers across the nation. Animals will be transported via airplane at DIMC's expense. Custody of the animals will be transferred to the receiving agency upon arrival. DIMC will cover transport costs and will work with the source animal care center to meet any prescribed protocols such as medical or behavioral evaluation requirements.

Upon approval of this Board letter, the Department will engage in an official agreement with DIMC and will execute any necessary amendments.

#### IMPACT ON CURRENT SERVICES

This agreement will significantly improve our current services by enabling the Department to establish additional adoption avenues for animals through their transportation to high-demand areas. This will subsequently alleviate the strain on Los Angeles County animal care centers, which frequently operate near capacity. This relief will enable our dedicated staff to provide enhanced care for animals that present more challenging placement needs.

#### CONCLUSION

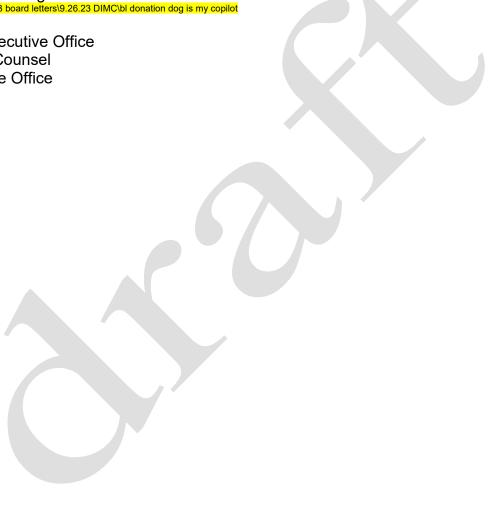
Upon approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the Department for our records.

Respectfully submitted,

MARCIA MAYEDA Director

MM:DU:WD:BK:cg
s:\brd corres\bls\2023 board letters\9.26.23 DIMC\bl donation dog is my copilot

c: Chief Executive Office **County Counsel Executive Office** 



### BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Other ☐ Board Memo **CLUSTER AGENDA** 9/13/2023 **REVIEW DATE BOARD MEETING DATE** 9/26/2023 SUPERVISORIAL DISTRICT **AFFECTED** 1<sup>st</sup> 2<sup>nd</sup> ☐ 3<sup>rd</sup> DEPARTMENT(S) LA County Library SUBJECT LA County Library Headquarters Fire Restoration Project **PROGRAM AUTHORIZES DELEGATED** Yes ⊠ No **AUTHORITY TO DEPT** SOLE SOURCE CONTRACT ⊠ No ☐ Yes If Yes, please explain why: **DEADLINES**/ N/A TIME CONSTRAINTS **COST & FUNDING** Total cost: Funding source: LA County Library's operating budget \$15,431,000 TERMS (if applicable): Explanation: Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$15,431,000 from the LA County Library's operating budget to the LA County Library Headquarters Fire Restoration Project, Capital Project No. 89160, to fully fund the proposed Project. **PURPOSE OF REQUEST** Approval of the recommendations will find the proposed LA County Library Headquarters Fire Restoration Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 89160, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Boardapproved Job Order Contract. **BACKGROUND** On November 2021, a fire occurred at the LA County Library Headquarters, located at 7400 Imperial Highway, Downey, CA 90242. The fire and resulting water and smoke (include internal/external issues that may exist damage due to fire suppression activities, caused extensive damage throughout the including any related facility. The proposed Project will provide necessary repairs and renovations to enable motions) occupancy and use of the LA County Library Headquarters by restoring it to pre-loss conditions, but compliant with current code. **EQUITY INDEX OR LENS** ☐ Yes ⊠ No **WAS UTILIZED** If Yes, please explain how: Yes SUPPORTS ONE OF THE ⊠ No **NINE BOARD PRIORITIES** If Yes, please state which one(s) and explain how: DEPARTMENTAL Name, Title, Phone # & Email: CONTACTS Thomas DeSantis, P&PM Division Manager, (323) 267-3467, TDesantis@isd.lacounty.gov



### County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue Los Angeles, California 90063

Telephone: (323) 267-2101 FAX: (323) 264-7135

"Trusted Partner and Provider of Choice"

September 26, 2023

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

**Dear Supervisors:** 

LA COUNTY LIBRARY

LA COUNTY LIBRARY HEADQUARTERS FIRE RESTORATION PROJECT

CATEGORICAL EXEMPTION

ESTABLISH AND APPROVE CAPITAL PROJECT NO. 89160

APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT

AUTHORIZE USE OF JOB ORDER CONTRACT

(FISCAL YEAR 2023-24)

(SUPERVISORIAL DISTRICT 4)

(4 VOTES)

#### **SUBJECT**

Approval of the recommendations will find the proposed LA County Library Headquarters Fire Restoration Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 89160, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

#### IT IS RECOMMENDED THAT THE BOARD:

- Find the proposed LA County Library Headquarters Fire Restoration Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
- 2. Establish and approve the proposed LA County Library Headquarters Fire Restoration Project, Capital Project No. 89160 with a total budget of \$15,431,000.

- 3. Approve an appropriation adjustment to transfer \$15,431,000 from the LA County Library operating budget to the proposed LA County Library Headquarters Restoration Project, Capital Project No. 89160.
- 4. Authorize the Director of the Internal Services Department, or designee, to deliver the proposed LA County Library Headquarters Fire Restoration Project using Board-approved On-Call Architect and Engineers, Job Order Contracts, Master Agreements and approved vendors.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed LA County Library Headquarters Fire Restoration Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 89160, approve the project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved On-Call Architect and Engineers, Job Order Contracts (JOC), Master Agreements and approved vendors.

On November 2021, a fire occurred at the LA County Library Headquarters, located at 7400 Imperial Highway, Downey, CA 90242. The fire and resulting water and smoke damage due to fire suppression activities, caused extensive damage throughout the facility. The proposed Project will provide necessary repairs and renovations to enable occupancy and use of the LA County Library Headquarters by restoring it to pre-loss conditions, but compliant with current code.

The initial remediation efforts were completed in April 2023, which included the remediation and removal of hazardous materials, damaged building components and property which resulted from the fire and the efforts to extinguish the fire. The value of this scope was \$2,628,390 and was funded from the LA County Library's operating budget. In June 2023, LA County Library received \$3,230,270.29 from insurance claims to offset these costs and the County is continuing to work with the insurers on claims for displacement and restoration.

The proposed Project will consist of the removal of damaged wood and metal frames, partitions, roofing materials, T-bar ceilings, HVAC diffusers, grilles, light fixtures, ceiling tiles, flooring, carpet, conduits, partitions, and various damaged mechanical, electrical, HVAC components and the replacement of the rooftop boiler structure, damaged roofing, walls, fire protection, plumbing, HVAC, electrical, architectural finishes, trusses, boiler, pumps, and other mechanical equipment on the roof that was damaged by the fire. The proposed Project also includes additional demolition and hazardous materials testing, abatement, and mitigation, in addition to refurbishments to bring the entire building up to current accessibility, Title 24, Fire, and local building codes. These required code upgrades include the following: fire rated walls, corridors and stairwells; architectural finishes in remaining building areas; ADA compliant restroom refurbishments; fire sprinkler system; elevator maintenance; seismic upgrades in remaining parts of the building; and Title 24 compliance. The estimate of this scope is \$15,431,000. The procurement of long lead items and large equipment will be handled by approved vendors and Master Agreements; the JOC scope of work will consist of the labor, construction, and installation of the equipment and also various necessary accessories and materials.

The estimated project duration is approximately 20 months, which includes construction, and project completion.

LA County Library is anticipating an additional project to provide enhancements to the facility which include, but are not limited to, improvements on the ground floor for the installation of automated equipment to support operations, and tenant improvements on the 2<sup>nd</sup> floor. We are planning to return to the Board in the future with additional scope and budget for consideration.

#### <u>Implementation of Strategic Plan Goals</u>

These recommendations support the County Strategic Plan: Goal II. Foster Vibrant and Resilient Communities, Strategy II.2 – Support the Wellness of our Communities, Objective II.2.2 Expand Access to Recreational and Cultural Opportunities, and Goal III. Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets by investing in public infrastructure that will enhance the recreational and cultural opportunities for County residents and visitors and improve the operational effectiveness of an existing County asset.

#### Green Building/Sustainable Design Program

The proposed Project will support the Board's Green Building/Sustainable Design Program by incorporating design features that will optimize energy efficiency.

The proposed project will be designed and constructed to comply with Title 24 of the California Code of Regulations. Title 24 contains building standards to conserve electricity and natural gas in new and existing buildings within the State. When possible, ISD will document all Title 24 related improvements that qualify for Leadership in Energy and Environmental Design (LEED) building points to apply toward future LEED certification for the County building.

#### FISCAL IMPACT/FINANCING

The total cost for the proposed Project is currently estimated at \$15,431,000 which includes construction, change order allowance, and ISD County services (Enclosure A).

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$15,431,000 from the LA County Library's operating budget to the LA County Library Headquarters Fire Restoration Project, Capital Project No. 89160, to fully fund the proposed Project.

To date, LA County Library has received \$3,230,270.29 from the insurance claim related to the damage costs. The initial costs for remediation of the damaged facility, valued at \$2,628,390, was paid from the LA County Library's operating budget using a portion of the funds received from the insurance claim. County staff continues to work with property adjusters to identify additional insurance funds. Due to the extensive fire damage, the completion of the fire remediation was essential to accurately assess the comprehensive scope of work required for the restoration, while also enabling the County to submit the claim to the insurance provider and allocate and manage the funds needed to deliver the project.

#### **Operating Budget Impact**

The scope of work consists of repairs and remodeling to an existing space. Therefore, following the completion of the proposed Project, LA County Library does not anticipate any one-time start-up or additional ongoing costs as a result of the proposed Project. However, LA County Library is utilizing operating reserves to fund the Project and future anticipated tenant improvements, which may significantly impact future LA County Library operations. The County will continue to work with insurers on maximizing the reimbursement for damages, displacement, and restoration.

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

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on May 17, 2023, the proposed Project will have a mandatory hiring requirement of at least thirty percent (30%) Local Workers and 10 percent (10%) Targeted Workers.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project budget includes one percent (1%) of eligible design and construction costs, in the amount of \$37,000, to be allocated to the Civic Art Fund.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from CEQA. The scope of work consists of repairs and renovations to an existing facility. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a), (d),and (f), 15302(c), 15303 and Section 15311 (a) and (b) of the State CEQA Guidelines and Classes 1(c), (d), (i), (n) and (x)(2), 2(e), 3 and 11(d) and (f) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, placement of small equipment and accessory structures, and installation of equipment at existing facilities.

In addition, based on the records of the proposed project, it will comply with all applicable regulations, it is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

#### **CONTRACTING PROCESS**

The proposed Project will be delivered using ISD Board-approved JOC, Master Agreements, and approved Vendors for the construction. The standard Board-directed clauses, including those that

provide for contract termination and hiring qualified displaced County employees, are included in all JOCs.

The contractors who will perform the work are required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively-procured construction contract, such as a JOC, not by County employees, due to the "Force Account" limitations set forth in the Public Contract Code.

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

Approval of the recommendations will have minimal impact on current County services.

#### CONCLUSION

Please return one adopted copy of the Board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and LA County Library.

Respectfully submitted,

Selwyn Hollins Director

SH:MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel
Arts and Culture (Civic Art Division)
LA County Library

### PROJECT INFORMATION SHEET SCHEDULE AND BUDGET SUMMARY

PROJECT :	Library HQ Fire Restoration
CAPITAL PROJECT NO. :	89160

I. PROJECT SCHEDULE				
Project Activity	Duration	Scheduled Completion Date		
Complete Construction Documents	3 months following Board approval	Dec 2023		
Jurisdictional Approval	5 months following Board approval	Feb 2024		
Award Construction Contract	1 month following Board approval	Oct 2023		
Substantial Completion	18 months following Board approval	Mar 2025		
Project Acceptance	May 2025			

II. BUDGET SUMMARY				
Budget Category Proposed Budget				
Construction		<del>-</del>		
Construction	\$	9,547,000.00		
Change Orders (Contingency)	\$	1,910,000.00		
Subtotal	\$	11,457,000.00		
Civic Art (if not exempt)	\$	-		
Library FFE	\$	-		
Plans and Specifications	\$	-		
Jurisdictional Review/Plan Check/Permits	\$	-		
County Services (ISD Indirect)	\$	3,974,000.00		
Total Project Budget \$ 15,431,000.00				

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY
September 26, 2023

COUNTY OF LOS ANGELES

#### **REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF LA COUNTY LIBRARY

#### AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS  BALANCES AND FORWA		HIS DEPARTMENT. PLEASE CONFIRM THE VE OFFICER FOR HER RECOMMENDATION	
	FY 2	D AND REASONS THEREFORE 2023-24 VOTES	
SOURCES			JSES
LA COUNTY LIBRARY		LA COUNTY LIBRARY	
B06-PL-2000-41200		B06-PL-6100-41200	
SERVICES & SUPPLIES		OTHER FINANCING USES	
DECREASE APPROPRIATION	15,431,000	INCREASE APPROPRIATION	15,431,000
LA COUNTY LIBRARY - A.C.O FUND		LA COUNTY LIBRARY - A.C.O FUND	
LA COUNTY LIBRARY HEADQUARTERS FIRE RESTORAT	TION PROJECT	LA COUNTY LIBRARY HEADQUARTERS F	FIRE RESTORATION PROJECT
J12-CP-96-9919-65052-89160		J12-CP-6014-65052-89160	
OPERATING TRANSFERS IN - CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	15,431,000	INCREASE APPROPRIATION	15,431,000
Reflects the transfer of \$15,431,000 from the LA		USES TOTAL  g budget to the LA County Library Head	
Reflects the transfer of \$15,431,000 from the LA Capital Project No. 89160, to fully fund the propo	County Library Operatir	Grace Reyes	adquarters Fire Restoration Project,
Reflects the transfer of \$15,431,000 from the LA Capital Project No. 89160, to fully fund the propo	County Library Operatir	Grace Reyes	adquarters Fire Restoration Project,  Digitally signed by Grace Reyes Date: 2023.08.31 15:57:44 -07'00'
IUSTIFICATION  Reflects the transfer of \$15,431,000 from the LA	County Library Operatir osed project. /REVISED)	Grace Reyes	adquarters Fire Restoration Project,  Digitally signed by Grace Reyes Date: 2023.08.31 15:57:44 -07'00'
Reflects the transfer of \$15,431,000 from the LA Capital Project No. 89160, to fully fund the proposed and t	County Library Operatir osed project. /REVISED)	Grace Reyes	adquarters Fire Restoration Project,  Digitally signed by Grace Reyes Date: 2023.08.31 15:57:44 -07'00'
Reflects the transfer of \$15,431,000 from the LA Capital Project No. 89160, to fully fund the proposed by the project No. 89160, to fully fund the pro	County Library Operatir osed project.  /REVISED)	Grace Reyes  AUTHORIZED SIGNATURE  APPROVED AS REQUESTED  APPROVED AS REVISED	Digitally signed by Grace Reyes Date: 2023.08.31 15:57:44 -07'00'  Grace Reyes, LA County Library  Digitally signed by C.
Reflects the transfer of \$15,431,000 from the LA Capital Project No. 89160, to fully fund the proposed by the project No. 89160, to fully fund the pro	County Library Operatirosed project.  /REVISED)	Grace Reyes  AUTHORIZED SIGNATURE  APPROVED AS REQUESTED  APPROVED AS REVISED	Digitally signed by Grace Reyes Date: 2023.08.31 15:57:44 -07'00' Grace Reyes, LA County Library
Reflects the transfer of \$15,431,000 from the LA Capital Project No. 89160, to fully fund the proposed action of the chief act	County Library Operatir osed project.  /REVISED)	Grace Reyes  AUTHORIZED SIGNATURE  APPROVED AS REQUESTED  APPROVED AS REVISED	Digitally signed by Grace Reyes Date: 2023.08.31 15:57:44 -07'00'  Grace Reyes, LA County Library  Digitally signed by C. Chia-Ann Yen Date: 2023.09.01

### BOARD LETTER/MEMO CLUSTER FACT SHEET

OLUGIED AGENDA	0/40/0000			
CLUSTER AGENDA REVIEW DATE	9/13/2023			
BOARD MEETING DATE	9/26/2023			
SUPERVISORIAL DISTRICT AFFECTED	☐ All	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>		
DEPARTMENT(S)	Los Angeles County	Department of Parks and Recreation		
SUBJECT	GRANT APPLICAT CENTER AND YOU HILLS LANDFILL V	TION AUTHORIZING THE SUBMISSION OF A ION FOR THE SAN GABRIEL VALLEY AQUATIC ITH EMPLOYMENT PLANS FOR THE PUENTE ISITOR CENTER PROJECT & JACKIE PRETIVE ART PROJECT		
PROGRAM	Regional Park and Oper	n Space District (RPOSD)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☐ No			
SOLE SOURCE CONTRACT	☐ Yes ☐ No			
	If Yes, please explain wh	ny:		
DEADLINES/ TIME CONSTRAINTS				
COST & FUNDING	Total cost: \$14,750,000	Funding source: Prop A		
	TERMS (if applicable):			
	Explanation:			
PURPOSE OF REQUEST	Adopt a Resolution	Authorizing the Submission of a Grant Application		
		Valley Aquatic Center and Adopt Youth Employment		
		Hills Landfill Visitor Center Project and Jackie		
	Robinson Interpretive Art Project as required by the Los Angeles County			
BACKGROUND		Open Space District procedural guide.  mmendations will allow the Department of Parks and		
(include internal/external		nent) to complete the grant submission process to the		
issues that may exist including any related	Los Angeles County Regional Park and Open Space District (District) for			
motions)	Los Angeles County Safe Neighborhood Parks Propositions of 1992 and			
,		grant funds in the amount of \$14,750,000 for the		
		Aquatic Center Project and comply with the District's		
	•	Puente Hills Landfill Visitor Center Project and the terpretive Art Project funded by Proposition A. No		
	issues to report.	to produce that i rejout randod by i republican the ind		

EQUITY INDEX OR LENS WAS UTILIZED	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	
DEPARTMENTAL CONTACTS	Luva Robinson, Grants Manager – (626) 588-5246), <u>Irobinson@parks.lacounty.gov</u>



### COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

September 26, 2023

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

Dear Supervisors:

ADOPT A RESOLUTION AUTHORIZING THE SUBMISSION
OF A GRANT APPLICATION FOR THE SAN GABRIEL VALLEY AQUATIC CENTER
AND ADOPT YOUTH EMPLOYMENT PLANS FOR
THE PUENTE HILLS LANDFILL VISITOR CENTER PROJECT &
JACKIE ROBINSON INTERPRETIVE ART PROJECT
(SUPERVISORIAL DISTRICTS 1 & 5) (3-VOTES)

#### <u>SUBJECT</u>

Approval of the recommended actions will adopt a Resolution for the San Gabriel Valley Aquatic Center Project and Youth Employment Plans for the Puente Hills Landfill Visitor Center Project and Jackie Robinson Interpretive Art Project.

#### IT IS RECOMMENDED THAT THE BOARD:

- Find that the proposed projects are within the scope of the projects that were previously approved by the Board under the California Environmental Quality Act, and the record of the projects;
- Adopt a resolution approving submission of a grant application to the Los Angeles County Regional Park and Open Space District for Proposition A grant funds in the amount of \$14,750,000 available to the First Supervisorial District to fund the San Gabriel Valley Aquatic Center Project;
- 3. Authorize the Director of the Department of Parks and Recreation, or her designee, as agent of the County, to accept grant funds, conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements,

deed restrictions, amendments, and payment requests which may be necessary for the completion of the proposed San Gabriel Valley Aquatic Center Project;

4. Adopt a Youth Employment Plan for the Puente Hills Landfill Visitor Center Project and Jackie Robinson Interpretive Art Project as required by the Los Angeles County Regional Park and Open Space District procedural guide.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will allow the Department of Parks and Recreation (Department) to complete the grant submission process to the Los Angeles County Regional Park and Open Space District (District) for Los Angeles County Safe Neighborhood Parks Propositions of 1992 and 1996 (Proposition A) grant funds in the amount of \$14,750,000 for the San Gabriel Valley Aquatic Center Project and comply with the District's requirements for the Puente Hills Landfill Visitor Center Project and the Jackie Robinson Interpretive Art Project funded by Proposition A.

The San Gabriel Valley Aquatic Center Project is located at 635 North California Avenue in West Puente Valley, an unincorporated Los Angeles community in the heart of the San Gabriel Valley. The San Gabriel Valley region, including West La Puente Valley, suffers from overlapping concerns related to high park need, a lack of developable land for parks, and various challenging environmental and socio-economic factors. The scope of work will consist of feasibility, design, community engagement, development of an aquatic center including pool building, offices, restrooms, storage, Olympic-size competitive pool, practice pool and related improvements. Once completed, the new San Gabriel Valley Aquatic Center will provide regional access to a new aquatic facility and public park, expand connectivity and increase recreational opportunities and quality of life for residents of the San Gabriel Valley.

The Puente Hills Landfill Visitor Center Project is located at 13130 Crossroads Parkway in the City of Industry. The scope of work will consist of construction of a nature and visitor center and related improvements. Once completed, the project will reclaim, reuse and recycle the towering site of the once second largest landfill in the country and re-imagine the site into LA County's first new regional park in more than 30 years. The regional park will serve disadvantaged communities and represents a rare opportunity to create a new regional park in a highly developed suburban regional and help offset severe shortages for urban parkland regionally and in the surrounding communities that include many parkpoor communities of color that lack ready access to green spaces.

The Jackie Robinson Interpretive Art Project is located at 8773 East Avenue R, in the unincorporated community of Sun Village. Jackie Robinson Park is the first park in the

nation to be named for the baseball legend and civil rights icon. Notably, Jackie Robinson Park is Sun Village's only park and serves as a vital resource for free, affordable recreation for this rural community with a significant population of disadvantaged and severely disadvantaged households. The scope of work will consist of installation of interpretive art and signage that celebrates the rich cultural history of the community.

#### <u>Implementation of Strategic Plan Goals</u>

The recommended actions will further the Board-approved County Strategic Plan Goals: Make Investments that Transform Lives (Goal I) and Support the Wellness of the Community (Goal II) by improving and enhancing recreational opportunities to benefit Los Angeles County residents.

#### FISCAL IMPACT/FINANCING

Approval of the recommended actions will not have an impact on net County Cost.

#### **Operating Budget Impact**

If the grants are awarded, the Department anticipates one-time and ongoing costs for operation, maintenance, and programming upon completion of the projects. The Department will submit a funding request to the Chief Executive Office (CEO), as part of the annual budget process.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District requires that the grantee submit an adopted resolution by its governing body authorizing the submission of a grant application and acceptance of grant funds.

In June 2009, the Board, acting as the governing body of the District, adopted a Youth Employment Policy for projects funded by Proposition A. The District's policy requires that the governing body of the grantee adopt a YEP for each Proposition A funded project at a duly noticed public meeting. Approval of the enclosed YEPs will comply with the District's policy.

County Counsel has reviewed this letter and approved the attached resolution as to form.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed actions are not subject to the California Environmental Quality Act (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.

The proposed actions will not result in direct or indirect physical changes to the environment.

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

Approval of these actions will not have any impact on current services or projects.

#### **CONCLUSION**

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

Should you have any questions, please contact Luva Robinson at (626) 588-5246 or Irobinson@parks.lacounty.gov, or Astrid Ochoa at (626) 588-5355 or aochoa2@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González Director

NEGG:JS:FP:Ir

Attachments

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

### RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES

APPROVING THE APPLICATION FOR GRANT FUNDS FROM
THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
AVAILABLE TO THE FIRST SUPERVISORIAL DISTRICT PROPOSITION A
FUNDING FOR THE SAN GABRIEL VALLEY AQUATIC CENTER PROJECT AND
APPROVES THE ADOPTION YOUTH EMPLOYMENT PLANS FOR THE PUENTE
HILLS LANDFILL VISITOR CENTER PROJECT AND
JACKIE ROBINSON INTERPRETIVE ART PROJECT

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WHEREAS, the people of the County of Los Angeles on November 3, 1992, and on November 5, 1996 enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beach and Wildlife Protection (the Propositions), which among other uses, provides funds to public agencies and nonprofit organizations in the County for the purpose of acquiring and/or development facilities and open space for public recreation; and

WHEREAS, the Propositions also created the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary procedures governing application for grant funds under the Propositions, and

WHEREAS, the District's procedures require County of Los Angeles Department of Parks and Recreation (Department) to certify, by resolution, the approval of the application before submission of said application(s) to the District; and

WHEREAS, said application contains assurances that the Department must comply with; and

WHEREAS, the Department certifies, through this resolution, that the application is approved for submission to the District; and

WHEREAS, the Department will enter into an Agreement with the District to provide funds for acquisition and development projects.

WHEREAS, the District's procedures require the adoption of a Youth Employment Plan for development projects by the governing body of the agency.

NOW, THEREFORE, BE IT RESOLVED THAT THE LOS ANGELES COUNTY BOARD OF SUPERVISORS HEREBY:

- 1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Funds for the above project; and
- 2. Certifies that the Department understands the assurances and certification in the application form; and

- 3. Certifies that the Department has, or will have, sufficient funds to operate and maintain the project in perpetuity; and
- 4. Certifies that the Department will sign and return, within 30 days, both copies of the project agreement sent by the District for authorizing signature; and
- 5. Approves the adoption of Youth Employment Plans for the projects (see attached); and
- 6. Appoints the Director of the County of Los Angeles Department of Parks and Recreation, or designee (Chief Deputy Director; Administrative Deputy; Deputy Director, Planning and Development), to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned project.

Approved and adopted this	day of, 2023
	CELIA ZAVALA, Executive Officer- Clerk of the Board of Supervisors County of Los Angeles
	By Deputy

APPROVED AS TO FORM: DAWYN R. HARRISON County Counsel

By Senior Deputy Counsel

### BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	9/13/2023			
BOARD MEETING DATE	9/26/2023			
SUPERVISORIAL DISTRICT AFFECTED	☐ All ⊠ 1 <sup>st</sup> ☐ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ⊠ 4 <sup>th</sup> ☐ 5 <sup>th</sup>			
DEPARTMENT(S)	Los Angeles County Department of Parks and Recreation			
SUBJECT	ADOPT RESOLUTIONS APPROVING THE SUBMISSION OF GRANT APPLICATIONS AND ACCEPTANCE OF GRANT FUNDS TO THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR THE PUENTE HILLS LANDFILL VISITOR CENTER PROJECT AND THE FRIENDSHIP PARK TRAIL ENHANCEMENTS AND SIGNAGE PROJECT			
PROGRAM	State of California Department of Pars and Recreation (State Parks)			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes         No			
SOLE SOURCE CONTRACT	☐ Yes ☐ No			
	If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS				
COST & FUNDING	Total cost:  \$10,000,000 - Puente Hills  \$200,000 Friendship Habitat Conservation Funds  TERMS (if applicable):			
	, , ,			
	Explanation:			
PURPOSE OF REQUEST	The Department of Parks and Recreation is requesting approval to adopt resolutions authorizing the submission of grant applications to the State of California Department of Parks and Recreation for the Puente Hills Landfill Visitor Center Project and the Friendship Park Trail Enhancements and Signage Project.			
BACKGROUND (include internal/external issues that may exist including any related motions)	An adopted Resolution for each project is required by the State to allow the Department to apply for and accept funds. The Resolutions authorize the Director of the Department of Parks and Recreation (Director), or her designee, to conduct all negotiations and take appropriate actions as necessary to execute and submit all documents for the completion of the projects. It also certifies that the Department will have sufficient funds to operate and maintain the projects.			

EQUITY INDEX OR LENS WAS UTILIZED	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luva Robinson, Grants Manager – (626) 588-5246), <u>Irobinson@parks.lacounty.gov</u>



### COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

September 26, 2023

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

Dear Supervisors:

ADOPT RESOLUTIONS APPROVING THE SUBMISSION OF GRANT APPLICATIONS AND ACCEPTANCE OF GRANT FUNDS TO THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR THE PUENTE HILLS LANDFILL VISITOR CENTER PROJECT AND THE FRIENDSHIP PARK TRAIL ENHANCEMENTS AND SIGNAGE PROJECT (SUPERVISORIAL DISTRICTS 1 & 4) (3-VOTES)

#### **SUBJECT**

The Department of Parks and Recreation is requesting approval to adopt resolutions authorizing the submission of grant applications to the State of California Department of Parks and Recreation for the Puente Hills Landfill Visitor Center Project and the Friendship Park Trail Enhancements and Signage Project.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed actions are not a project under the California Environmental Quality Act, for the reasons stated in this Board letter and the record of the projects.
- 2. Adopt resolutions to complete the application submission process for specified funds to the State of California Department of Parks and Recreation in the amount of \$10,000,000 for the Puente Hills Landfill Visitor Center Project and competitive grant funds for the Friendship Park Trail Enhancements and Signage Project under the Habitat Conservation Funds Program in the amount of \$200,000.

3. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, as the agent of the County of Los Angeles, to accept grant funds, conduct all negotiations, and execute and submit all documents including, but not limited to, applications, agreements, deed restrictions, amendments, and payment requests which may be necessary for the completion of the Puente Hills Landfill Visitor Center Project and the Friendship Trail Signage Project.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will comply with the California Environmental Quality Act (CEQA) and complete the grant submission process, as required by the State of California Department of Parks and Recreation (State), for the Puente Hills Landfill Visitor Center Project and the Friendship Park Trail Enhancements Signage Project. The State has specific guidelines that require adopted Resolutions from the applicant's governing Board to approve the proposed projects.

#### <u>Puente Hills Landfill Visitor Center Project</u>

The proposed Puente Hills Landfill Visitor Center Project is located at 13130 Crossroads Parkway South in the City of Industry. State specified grant funds in the amount of \$10,000,000 will be used to develop the Puente Hills Landfill Visitor Center, which includes development and construction of a new visitor center and supporting elements including parking and entry plaza, outdoor classroom, landscaping, and related amenities. Once completed, the project will reclaim, reuse, and recycle the towering site of the once second largest landfill in the country and re-imagine the site into LA County's first new regional park in more than 30 years. The regional park will serve disadvantaged communities and represents a rare opportunity to create a new regional park in a highly developed area and help offset severe shortages of urban parkland regionally and in the surrounding communities that include many park-poor communities of color that lack ready access to green spaces.

#### Friendship Park Trail Enhancements and Signage Project

The proposed Friendship Park Trail Enhancements and Signage Project is located at 1805 West Ninth Street in San Pedro. State competitive funds under the Habitat Conservation Fund (HCF) Program in the amount of \$200,000 will be used to develop. rehabilitate, and enhance trails at Deane Dana Friendship Natural Area and Nature Center (Natural Area). This will include rehabilitation of trails damaged by recent winter storms, including the restoration of an Americans with Disabilities Act (ADA) trail, approximately 950 linear feet, within the Natural Area; development of a new trail alignment, approximately 1,160 linear feet, that will provide expanded access between the Natural Area and the adjacent City of Los Angeles-operated park and ballfields; decommissioning of select user-created trails through implementation of prevention measures, such as lodgepole fencing and boulders, to discourage Park visitors and illegal dirt bikes from entering sensitive areas, damaging habitat and creating unsanctioned trails; the creation and installation of both wayfinding and interpretive signage that will improve the user experience and safety; the installation of trail counters at key locations to establish baseline data and provide an annual profile of trail usage to inform management decision-making and resource allocation; and associated improvements that aim to protect sensitive habitat areas.

This project supports community input received as part of the Board adopted, 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment (PNA) and the subsequent 2022 Park Needs Assessment Plus (PNA+), which quantify parks and recreation needs throughout Los Angeles County. The reports' findings suggest that increased information, including trail signage; more trail opportunities and infrastructure improvements; and stewardship-focused efforts at Friendship Park are much-needed and may contribute to increased protection of the Natural Area's sensitive habitats.

An adopted resolution for each project is required by the State to allow the Department of Parks and Recreation (Department) to apply for and accept funds. The resolutions authorize the Director of the Department (Director), or her designee, to conduct all negotiations and take appropriate actions as necessary to execute and submit all documents for the completion of the projects. It also certifies that the Department will have sufficient funds to operate and maintain the projects.

#### <u>Implementation of Strategic Plan Goals</u>

The recommended actions will further the Board-approved County Strategic Plan Goals: Make Investments that Transform Lives (Goal I) and Support the Wellness of the Community (Goal II) by improving and enhancing recreational opportunities to benefit County residents.

#### FISCAL IMPACT/FINANCING

Approval of the recommended actions will not have an impact on net County Cost.

#### **Operating Budget Impact**

If the grants are awarded, the Department anticipates one-time and ongoing costs for operation, maintenance, and programming upon completion of the projects. The Department will submit a funding request to the Chief Executive Office (CEO), as part of the annual budget process.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The grant guidelines require the adoption of a resolution to establish the governing board's intent to apply for and accept the State provisions and guidelines. The resolutions will complete the grant submission process for the grant program.

The resolutions will authorize the submission of grant applications to the State for specified funds as well as competitive funds under the HCF Program. The specified funds originate from a line item in the State of California Budget for fiscal year 2022-23 to fund the Puente Hills Landfill Visitor Center Project. The HCF Program is funded by the Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore, or develop facilities for public recreation and fish and wildlife habitat protection purposes.

County Counsel has reviewed and approved the attached resolution as to form.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed actions are not subject to the 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. The proposed actions to apply, accept, and execute grant agreements with State Parks are organizational or administrative activities of government, which will not result in direct or indirect physical changes to the environment.

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

Approval of these actions will not have any impact on current services or projects.

#### CONCLUSION

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

Should you have any questions, please contact Luva Robinson at (626) 588-5246 or lrobinson@parks.lacounty.gov, Kasey Dizon at (626) 588-5360 or kdizon@parks.lacounty.gov, or Astrid Ochoa at (626) 588-5355 or aochoa2@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González Director

NEGG:JS:FP:Ir

Attachment

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

### RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES

### APPROVING THE APPLICATION FOR SPECIFIED GRANT FUNDS FROM THE STATE DEPARTMENT OF PARKS AND RECREATION FOR THE PUENTE HILLS LANDFILL VISITOR CENTER PROJECT

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the County of Los Angeles Department of Parks and Recreation, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the County of Los Angeles Board of Supervisors hereby:

- 1. Approves the filing of project application(s) for specified grant project(s); and
- 2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
- 3. Certifies that the applicant has or will provide sufficient funds to operate and maintain the project(s); and
- 4. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
- 5. Delegates the authority to the Director of Parks and Recreation, or, or designee (Chief Deputy; Administrative Deputy; Deputy Director, Planning and Development) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and
- 6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted theday o	of	
I, the undersigned, hereby certify that t adopted by the County of Los Angeles		_ was duly
Ayes:		
Noes:		
Absent:		
	CELIA ZAVALA, Executive Officer- Clerk of the Board of Supervisors County of Los Angeles	
	By Deputy	
APPROVED AS TO FORM: DAWYN R. HARRISON County Counsel		
By Renior Deputy County Counsel		

#### **RESOLUTION FORM**

Resolution No:			

## RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE HABITAT CONSERVATION FUND PROGRAM

**WHEREAS**, the people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the HCF Program, setting up necessary procedures governing project application under the HCF Program; and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

**WHEREAS**, the applicant will enter into a contract with the State of California to complete the project(s);

**NOW, THEREFORE, BE IT RESOLVED** that the County of Los Angeles Board of Supervisors hereby:

- 1. Approves the filing of an application for the Habitat Conservation Fund Program; and
- 2. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project; and
- 3. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and
- 4. Certifies that the applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the Grant Administration Guide; and
- 5. Delegates the authority to (designated position) to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project.

<ol><li>Agrees to comply with all applica rules, regulations and guidelines</li></ol>	ble federal, state and local laws, ordinances,
Approved and adopted theday of	f, 20
	ne foregoing Resolution Number was duly Board of Supervisors following a roll call vote:
Ayes:	
Noes:	
Absent:	
	CELIA ZAVALA, Executive Officer- Clerk of the Board of Supervisors County of Los Angeles
	By Deputy
APPROVED AS TO FORM: DAWYN R. HARRISON County Counsel	
By Senior Deputy County Counsel	

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Letter	☐ Board Memo		☐ Other	
CLUSTER AGENDA REVIEW DATE	9/13/2023			
BOARD MEETING DATE	9/26/2023			
SUPERVISORIAL DISTRICT AFFECTED	All 1st 2	2nd ☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ⊠ 5 <sup>th</sup>		
DEPARTMENT(S)	Parks and Recreation			
SUBJECT (255 characters)	CHARLES WHITE PARK RENOVATION PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT, ADOPT A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION TO THE REGIONAL PARK AND OPEN SPACE DISTRICT, APPROVE YOUTH EMPLOYMENT PLAN, PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT CAPITAL PROJECT NO. 87801  USED: CHARLES WHITE PARK RENOVATION PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT, ADOPT A RESOLUTION APPROVING THE			
	SUBMISSION TO	) RPOSD, APPROVE YEP, PROJECT, ION ADJUSTMENT CAPITAL PROJEC	BUDGET, AND	
PROGRAM				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No			
SOLE SOURCE CONTRACT	Yes No  If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS	None.			
COST & FUNDING	Total cost: \$ 3,576,000	Funding source: Proposition A; CP #87391; and CP #87	7801	
	TERMS (if applicable):  Explanation: Approval of the Appropriation Adjustment will reflect a total increase of \$3,576,700 in appropriation to the Charles White Park Renovation Project, Capital Project No. 87801, fully offset with \$20,000 in residual Fifth District net County cost from Farnsworth Park General Improvements CP# 87391, and \$3,310,000 in RPOSD Proposition A Excess Funds. The appropriation adjustment will augment the Capital Project No. 87801 balance of \$246,000 in Fifth District net County cost to fully fund the proposed Project.			
	The total estimated Project cost of \$3,576,000 includes as-needed consultant services, jurisdictional review and permits, construction, at-risk youth employment, change order/contingency, Civic Art, and County services.			
PURPOSE OF REQUEST	<ol> <li>Find that the proposed Charles White Park Renovation Project is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and in the record of the project.</li> <li>Adopt a Resolution approving the submission of an application to the Regional Park and Open Space District for the proposed Charles White Park Renovation Project in the amount of \$3,310,000 for the Safe Neighborhood Parks</li> </ol>			

	<ol> <li>Proposition A Excess Funds.</li> <li>Adopt a Youth Employment Plan for the proposed Project as required by the Regional Park and Open Space District.</li> <li>Delegate authority to the Director of the Department of Parks and Recreation, or their designee, as the agent of the County, to accept grant funds, conduct all negotiations, and execute and submit all documents including, but not limited to, applications, agreements, deed restrictions, amendments, and payment requests which may be necessary for the completion of the project.</li> <li>Establish and approve the proposed Charles White Park Renovation Project, Capital Project No. 87801, with a total project budget of \$3,576,000.</li> <li>Approve an appropriation adjustment of \$3,576,700 by appropriating \$20,000 in net County cost residual funds from Farnsworth Park General Improvements, CP# 87391, \$3,310,000 in Regional Park and Open Space District's Safe Neighborhood Parks Proposition A Excess Funds available to the Fifth Supervisorial District, to fund the proposed Charles White Park Renovation Project.</li> <li>Authorize the Director of the Parks and Recreation, or their designee, to deliver the proposed Charles White Park Renovation Project through a Board-approved Job Order Contract.</li> </ol>
BACKGROUND (include internal/external issues that may exist including any related motions)	Charles White Park is a five-acre park located at 77 Mountain View Street in the unincorporated community of Altadena. Built in 1980 and named after Charles White, one of the most celebrated and influential African American artists of the twentieth century. and, in his later years, a resident of Altadena. The park features two adjacent playground areas, a restroom building, fitness zone, covered picnic area, a staff office, an open multi-purpose field, walking path, and ample open lawn areas dotted with shade trees.  The proposed project scope will include park-wide remodeling such as improved walking paths; pickleball courts; remodeling and improvements to lighting and site furnishings; turf reduction, installation of waterwise landscaping and shade trees, and a landscaped outdoor classroom area; installation of a prefabricated multi-purpose building to replace the existing building; updated outdoor exercise equipment; and additional covered picnic areas.
EQUITY INDEX OR LENS WAS UTILIZED	∑ Yes  □ No     If Yes, please explain how:     The proposed project will serve a study area with high park need according to the 2016     Parks Needs Assessment. The proposed project will be the first major overhaul to     Charles White Park in over 40 years and result in improved recreational opportunities     for the surrounding community.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how:  The proposed project will support Goal 5, Strategy 5A, by increasing ecosystem function, habitat quality, and connectivity, and prevent the loss of native biodiversity in the region; Goal 5A, by preserving and enhancing open space, waterways, and prioritizing ecological areas; Goal 6, Strategy 6A, by improving access to parks, public lands, and public spaces so that all visitors may enjoy their benefits and Goal 9B, by implementing strong water conservation measures by the reduction of turn and installation of climate appropriate planting. Additionally, the proposed Project is in an area prioritized by the LA County Climate Vulnerability Assessment as it serves residents experiencing social vulnerability and extreme heat.
	The proposed project is aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding 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 proposed Project will directly address disadvantage and inequity by

	serving census tracts throughout the San Gabriel Valley highlighted as High Need by the County of Los Angeles Equity Explorer.
DEPARTMENTAL CONTACTS	Daniel Abratte, Section Head (626) 588-5350, dabratte@parks.lacounty.gov
	Mark Glassock, Capital Projects Manager (626) 588-5304, <a href="mailto:mglassock@parks.lacounty.gov">mglassock@parks.lacounty.gov</a>



# COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

September 26, 2023

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

Dear Supervisors:

CHARLES WHITE PARK RENOVATION PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT, ADOPT A RESOLUTION
APPROVING THE SUBMISSION OF AN APPLICATION
TO THE REGIONAL PARK AND OPEN SPACE DISTRICT,
APPROVE YOUTH EMPLOYMENT PLAN, PROJECT SCOPE, BUDGET,
AND APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 87801
(SUPERVISORIAL DISTRICT 5)
(FY2023-24, 4-VOTES)

# **SUBJECT**

Approval of the recommended actions will adopt a resolution approving the submission of an application to the Regional Park and Open Space District for the proposed Charles White Park Renovation Project in the amount of \$3,310,000 for the Safe Neighborhood Parks Proposition A Excess Funds; approve the Youth Employment Plan for the proposed Charles White Park Renovation Project, budget, and appropriation adjustment; and authorize the Director of Parks and Recreation, or their designee, to submit an application to the Regional Park and Open Space District and proceed with the Charles White Park Renovation Project utilizing a Board-approved Job Order Contract.

### IT IS RECOMMENDED THAT THE BOARD:

 Find that the proposed Charles White Park Renovation Project is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and in the record of the project.

- Adopt a resolution approving the submission of an application to the Regional Park and Open Space District for the proposed Charles White Park Renovation Project in the amount of \$3,310,000 for the Safe Neighborhood Parks Proposition A Excess Funds.
- 3. Adopt a Youth Employment Plan for the proposed Charles White Park Renovation Project as required by the Regional Park and Open Space District.
- 4. Delegate authority to the Director of the Department of Parks and Recreation, or their designee, as the agent of the County of Los Angeles, to accept grant funds, conduct all negotiations, and execute and submit all documents including, but not limited to, applications, agreements, deed restrictions, amendments, and payment requests which may be necessary for the completion of the proposed project.
- 5. Establish and approve the proposed Charles White Park Renovation Project, Capital Project No. 87801, with a total project budget of \$3,576,000.
- 6. Approve an appropriation adjustment of \$3,576,000 by appropriating \$20,000 in net County cost residual funds from Farnsworth Park General Improvements, CP# 87391, \$3,310,000 in Regional Park and Open Space District's Safe Neighborhood Parks Proposition A Excess Funds available to the Fifth Supervisorial District, to fund the proposed Charles White Park Renovation Project.
- 7. Authorize the Director of the Parks and Recreation, or their designee, to deliver the proposed Charles White Park Renovation Project through a Board-approved Job Order Contract.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Charles White Park (Park) is a five-acre park located at 77 Mountain View Street in the unincorporated community of Altadena. Built in 1980 and named after Charles White, one of the most celebrated and influential African American artists of the twentieth century, and, in his later years, resident of Altadena. The park features two adjacent playground areas, a restroom building, fitness zone, covered picnic area, a multi-purpose building, an open multi-purpose field, walking path, and ample open lawn areas dotted with shade trees.

According to the 2016 Parks Needs Assessment, the proposed Charles White Park Renovation Project (Project) is in the western region of unincorporated Altadena, Study Area 47. Although Study Area 47 is within an area with low park need, areas identified as moderate and high park need are located adjacent to Charles White Park. The proposed Project will be the first major overhaul to Charles White Park in over 40 years and result in improved recreational opportunities for the surrounding community.

The proposed Project scope will include park-wide remodeling such as improved walking paths; pickleball courts; remodeling and improvements to lighting and site furnishings; turf reduction, installation of waterwise landscaping and shade trees, and a landscaped outdoor classroom area; installation of a prefabricated multi-purpose building to replace the existing facility staff office; updated outdoor exercise equipment; and additional covered picnic areas.

The proposed Project will be delivered though a Board-approved Job Order Contract (JOC) and County Purchase Orders. Department staff will utilize the services of a Board-approved as-needed Landscape Architecture consultant to provide engineered drawings and specifications. Additionally, the Project will feature Civic Art elements honoring the Park's namesake

Approval of the recommended actions will adopt a Resolution to allow the Department of Parks and Recreation (Department) to apply for and accept grant funds from the Regional Park and Open Space District's (RPOSD) Safe Neighborhood Parks Proposition A Excess Funds. Additionally, RPOSD's procedural guide requires an adopted Youth Employment Plan by its governing body.

# **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions further the Los Angeles County (County) Strategic Plan Goal to Support the Wellness of Our Communities (Strategy II.2) by enhancing recreation opportunities for residents and visitors of the County, expanding access to recreational opportunities (Goal II.2.2), address the serious threat of global climate change (Goal II.3.3) by integrating climate resiliency, fiscal responsibility, and accountability (Goal III.3) by investing in public infrastructure that will sustain and improve County services and facilities by effectively managing County resources for County 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 Project will support Goal 5, Strategy 5A, by increasing ecosystem function, habitat quality, and connectivity, and prevent the loss of native biodiversity in the region; Goal 5A, by preserving and enhancing open space, waterways, and prioritizing ecological areas; Goal 6, Strategy 6A, by improving access to parks, public lands, and public spaces so that all visitors may enjoy their benefits and Goal 9B, by implementing strong water conservation measures by the reduction of turn and installation of climate appropriate planting. Additionally, the proposed Project is in an area prioritized by the LA County Climate Vulnerability Assessment as it serves residents experiencing social vulnerability and extreme heat.

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

The proposed Project 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 proposed Project will directly address disadvantage and inequity by serving census tracts throughout the San Gabriel Valley highlighted as High Need by the County of Los Angeles Equity Explorer.

# FISCAL IMPACT/FINANCING

The total estimated proposed Project cost of \$3,576,000 includes as-needed consultant services, jurisdictional review and permits, construction, at-risk youth employment, change order/contingency, Civic Art, and County services. The proposed Project's Schedule and Budget Summary are included in Attachment I.

Approval of the appropriation adjustment (Attachment II) will reflect a total increase of \$3,576,000 in appropriation to the Charles White Park Renovation Project, Capital Project No. 87801, fully offset with \$20,000 in residual Fifth District net County cost from Farnsworth Park General Improvements CP# 87391, and \$3,310,000 in RPOSD Proposition A Excess Funds. The appropriation adjustment will augment the Capital Project No. 87801 balance of \$246,000 in Fifth District net County cost to fully fund the proposed Project.

The Consolidated Appropriations Act of 2023, which provides \$1.7 trillion to fund the federal government through fiscal year 2023 was signed into law on December 29, 2022. These funds include \$750,000 for the Charles White Park Renovation Project. The Department is anticipating the award of these funds later this year and will return to the Board with an amended Board Letter and Budget.

# **OPERATING BUDGET IMPACT**

Based on the project description, the Department estimates one-time costs of \$75,000 as well as ongoing costs of \$350,000 for recreation and maintenance staff, utilities, and maintenance supplies following the project completion. The Department will submit to the Chief Executive Office (CEO) a funding request through the budget process. The Department will work on the funding request with the CEO to allow the Department to operate, program, and maintain the new facility.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the recommended actions will authorize the Department to deliver the proposed Project utilizing a Board-approved Job Order Contract (JOC), 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 contractor who is awarded this contract 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 proposed Project 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 budget includes 1 percent (1%) of the design and construction costs, in the amount of \$43,000, to be allocated to Civic Art. The Department will contribute an additional \$422,000 for Civic Art at the site. The total Civic Art allocation of \$465,000 will be spent on-site and managed by the Civic Art Division of the Department of Arts and Culture.

In June 2009, the Board, acting as the governing body of the District, adopted a Youth Employment Plan (YEP) policy for projects funded by Prop A. The District required that the governing body of the grantee adopt a YEP for each grant funded project at a duly noticed public meeting. Approval of the attached YEP will comply with the District's Policy (Attachment II).

# **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The proposed Project, which includes park-wide improvements such as expanded and updated walking paths; pickleball courts; improvements to lighting and site furnishings; turf reduction, installation of waterwise landscaping and shade trees, and a landscaped outdoor classroom area; installation of a prefabricated multi-purpose building to replace the existing building; updated outdoor exercise equipment; additional covered picnic areas, and civic art elements, is 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 (c)(d)(h), 15302(c), 15303(d)(e), and 15304(a)(b) of the State CEQA Guidelines and Classes 1 (c)(f)(j), 2(e), 3 (a)(b), and 4 (a)(c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Project involves minor alterations to existing public facilities, replacement of an existing facility involving negligible or no expansion of capacity, installation of small new structures, and minor alterations to the land and will not involve the removal of healthy, mature, and scenic trees.

Based on the proposed Project records, it will comply with all applicable regulations and is 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 it 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 remodeling of the existing park facilities, site work, and utility infrastructure. County Purchase Order is authorized for and will provide new prefabricated structures 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.

# <u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

The recommended actions will have limited impacts to County services at the facility. The Department will minimize and mitigate disruption by phasing work and providing sufficient notification to the facility and the public.

# **CONCLUSION**

Upon approval by the Board, 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 of Parks and Recreation.

Should you have any questions, please contact Daniel Abratte at (626) 588-5350 or dabratte@parks.lacounty.gov or Mark Glassock at (626) 588-5304 or mglassock@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González Director

NEGG:AB:JS:CK:MG: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**

CHARLES WHITE PARK RENOVATION PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT, ADOPT A RESOLUTION
APPROVING THE SUBMISSION OF AN APPLICATION
TO THE REGIONAL PARK AND OPEN SPACE DISTRICT,
APPROVE YOUTH EMPLOYMENT PLAN, PROJECT SCOPE, BUDGET,
AND APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 87801
(SUPERVISORIAL DISTRICT 5) (FY2023-24, 4-VOTES

# I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Board Approval	September 2023
Design Services	April 2024
Jurisdictional Approvals	October 2024
Construction Award	April 2024
Substantial Completion	December 2025
Project Acceptance	January 2026

# II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Project Budget	
Construction		
Construction	\$ 2,000,000	
Youth Employment Plan	\$ 4,000	
Change Orders	\$ 196,000	
Subtotal	\$ 2,200,000	
Civic Art	\$ 465,000	
Plans and Specifications	\$ 700,000	
Consultant Services	\$ 50,000	
Jurisdictional Review/Permits	\$ 79,000	
County Services	\$ 82,000	
TOTAL	\$ 3,576,000	

### **ATTACHMENT II**

# CHARLES WHITE PARK RENOVATION PROJECT YOUTH EMPLOYMENT PLAN

# BACKGROUND:

Charles White Park is a five-acre park located at 77 Mountain View Street in the unincorporated community of Altadena. Built in 1980 and named after Charles White, a pivotal African American artist and, in his later years, resident of Altadena. The park features two adjacent playground areas, a restroom building, fitness zone, covered picnic area, a multi-purpose building, an open multi-purpose field, walking path, and ample open lawn areas dotted with shade trees. The proposed Project scope will include park-wide improvements such as expanded and updated walking paths; pickleball courts; improvements to lighting and site furnishings; turf reduction, installation of waterwise landscaping and shade trees, and a landscaped outdoor classroom area; installation of a prefabricated multi-purpose building to replace the existing building; updated outdoor exercise equipment; and additional covered picnic areas. Additionally, the project will feature Civic Art elements honoring the park's namesake.

# Tasks that may be performed by At-Risk Youth:

Youth will perform minor landscaping and general clean-up duties.

# **Estimated Cost of Youth Employment:**

The estimated budget for youth employment for this project is approximately \$4,000.

### **Youth Employment Goal:**

The Youth Employment Goal (YEG) established for the County of Los Angeles was \$15,739,750. The County has exceeded this goal.

# RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES APPROVING THE APPLICATION FOR GRANT FUNDS FROM

# THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT AVAILABLE TO THE FIFTH SUPERVISORIAL DISTRICT FOR THE CHARLES WHITE PARK RENOVATION PROJECT AND APPROVE THE ADOPTION OF A YOUTH EMPLOYMENT PLAN

\_\_\_\_\_

WHEREAS, the people of the County of Los Angeles on November 3, 1992, and on November 5, 1996 enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beach and Wildlife Protection (the Propositions), which among other uses, provides funds to public agencies and nonprofit organizations in the County for the purpose of acquiring and/or development facilities and open space for public recreation; and

**WHEREAS**, the Propositions also created the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

**WHEREAS**, the District has set forth the necessary procedures governing application for grant funds under the Propositions, and

**WHEREAS**, the District's procedures require the Department of Parks and Recreation (Department) to certify, by resolution, the approval of the application before submission of said application(s) to the District; and

**WHEREAS**, said application contains assurances that the Department must comply with; and

**WHEREAS**, the Department certifies, through this resolution, that the application is approved for submission to the District; and

**WHEREAS**, the Department will enter into an Agreement with the District to provide funds for acquisition and development projects.

**WHEREAS**, the District's procedures require the adoption of a Youth Employment Plan for development projects by the governing body of the agency.

# NOW, THEREFORE, BE IT RESOLVED THAT THE COUNTY OF LOS ANGELES BOARD OF SUPERVISORS HEREBY:

1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Funds for the above project; and

- 2. Certifies that the Department understands the assurances and certification in the application form; and
- 3. Certifies that the Department has, or will have, sufficient funds to operate and maintain the project in perpetuity; and
- 4. Certifies that the Department will sign and return, within 30 days, both copies of the project agreement sent by the District for authorizing signature; and
- 5. Approves the adoption of a Youth Employment Plan for the project (see attached); and
- 6. Appoints the Director of Parks and Recreation, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned project.

Passed, approved, and adopted this	day of	, 2023
ATTEST:		

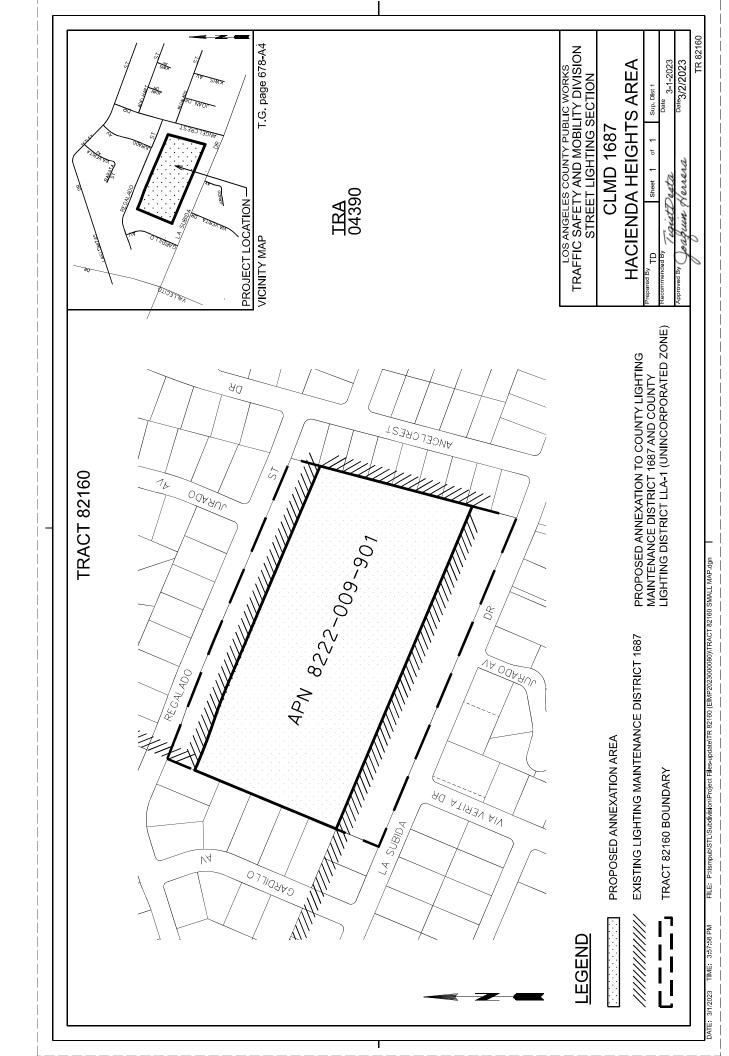
# BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	9/13/2023		
BOARD MEETING DATE	9/26/2023		
SUPERVISORIAL DISTRICT AFFECTED	☐ AII ☐ 1 <sup>st</sup> ☐ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ☐ 5 <sup>th</sup>		
DEPARTMENT(S)	Public Works		
SUBJECT	Annexation and Levying of Assessments for County Lighting Districts, Negotiated Exchange of Property Tax Revenues, Tract 82160, Hacienda Heights		
PROGRAM	County Lighting Districts		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes       No		
SOLE SOURCE CONTRACT	☐ Yes         No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The November 28, 2023, Public Hearing date is needed to meet our commitment to the developer to complete the annexation process by fall 2023. This is required before the area can be recorded.		
COST & FUNDING	Total cost: \$2,805 Funding source: County Lighting Maintenance District 1687 (Fund F46)		
	TERMS (if applicable):		
	Explanation: The estimated annual cost for the operation and maintenance of new streetlights in the annexed territory is \$2,805. Sufficient funding will be included in the Fiscal Year 2024-25 Budget.		
PURPOSE OF REQUEST	The proposed annexation of the territory to the County Lighting Districts will provide funding for the operation and maintenance of streetlights.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul> <li>Public Works administers County Lighting Districts serving the unincorporated County area. The County Code requires the annexation and installation of a street lighting system by a developer as a condition of development.</li> <li>The proposed annexation and levy of assessments, as well as exchange of property tax with other taxing agencies will provide funding for the operation and maintenance of streetlights.</li> <li>Proposition 218 assessment ballots and notices of the public hearing will be mailed to the affected property owner 45 days in advance of the November 28, 2023, public hearing.</li> <li>Provided there is no majority protest the Board may approve the annexation and levying of assessments in Fiscal Year 2024-25 upon conclusion of the public hearing.</li> </ul>		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☐ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>		



# PROPOSED ANNEXATION TO COUNTY LIGHTING DISTRICTS SUPERVISORIAL DISTRICT 1







# **COUNTY OF LOS ANGELES**

### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE

REFER TO FILE: T-0

September 26, 2023

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:

TRANSPORTATION CORE SERVICE AREA
ANNEXATION AND LEVYING OF ASSESSMENTS FOR
COUNTY LIGHTING DISTRICTS
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES
TRACT 82160
HACIENDA HEIGHTS
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)

# <u>SUBJECT</u>

Public Works is seeking Board approval and authorization to annex approved tentative subdivision project known as Tract 82160 located in the unincorporated area of Hacienda Heights to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone; order the levying of assessments for street lighting purposes; and approve the negotiated exchange of property tax revenues among those nonexempt taxing agencies whose service areas are subject to the jurisdictional changes.

### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and record of the action.
- 2. Adopt the Resolution of Intention to Annex Approved Tentative Subdivision Territory to County Lighting Maintenance District 1687 and County Lighting

District Landscaping and Lighting Act-1, Unincorporated Zone, and order the levying of assessments within the annexed territory for Fiscal Year 2024-25 whose area and boundary is identified on the diagram included in the resolution.

- 3. Set a date for a public hearing regarding the proposed annexation of territory and levying of annual assessments based on Fiscal Year 2023-24 Annual Engineer's Report, which establishes assessments based on land use type for all zones within County Lighting District Landscaping and Lighting Act-1 for street lighting purposes with an annual base assessment rate for single-family residence of \$5 for the Unincorporated Zone.
- 4. Instruct the Executive Officer of the Board to cause notice of the public hearing by mail at least 45 days prior to the scheduled public hearing date of November 28, 2023, pursuant to Section 53753 of the California Government Code. The mailed notice will include assessment ballots.

# AFTER THE PUBLIC HEARING, IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the annexation and assessments are for the purposes of meeting operating expenses; purchasing supplies, equipment, or materials; meeting financial reserve needs and requirements; and obtaining funds for capital projects, including the operation and maintenance of streetlight(s) necessary to maintain service within the proposed annexation territory.
- 2. Order the tabulation of assessment ballots submitted, and not withdrawn, in support of or in opposition to the proposed assessments.
- 3. Determine whether a majority protest against the proposed annexation or assessment exists.
- 4. Make a finding terminating the annexation, levying of assessments, and property tax transfer proceedings in this tentative subdivision territory where the proposed annexation and levying of assessments has been rejected, if any, as a result of a majority protest and refer the matter back to Public Works.
- 5. If there is no majority protest against the proposed annexation or assessments:
  - a. Adopt the Resolution Ordering Annexation of Approved Tentative Subdivision Territory to County Lighting Maintenance District 1687,

and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, confirming a Diagram and Assessment and Levying of Assessments within the Annexed Territory for Fiscal Year 2024-25, either as proposed or as modified by the Board. The annexation and the exchange of property tax revenues shall not become effective unless the legal description for the annexed territory is approved as to definiteness and certainty by the Assessor. The adoption of the resolution ordering annexation shall constitute the levying of assessments in Fiscal Year 2024-25.

b. Adopt the joint resolutions between the Board and other taxing agencies approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of subdivision territory to County Lighting Maintenance District 1687 as approved by the nonexempt taxing agencies.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act Guidelines (CEQA) and allow the Board to: (1) annex specified tentative subdivision territory known as Tract 82160 to County Lighting Maintenance District (CLMD) 1687 and County Lighting District (CLD) Landscaping and Lighting Act-1 (LLA-1), Unincorporated Zone (collectively, County Lighting Districts); (2) levy assessments in Fiscal Year 2024-25 on each lot or parcel lying within the proposed annexation territory based on land use categories that designate usage units on the basis of benefits received; and (3) approve the exchange of property tax revenue between CLMD 1687 and other nonexempt taxing entities whose service areas are subject to the jurisdictional changes.

The proposed annexation, levy of assessments, and exchange of property tax revenues are required to provide the necessary funding for the operation and maintenance of new streetlights. The proposed assessment rate for the subdivision development will be an annual assessment of \$5 per single-family residence within the Unincorporated Zone with proportionately higher rates for other land uses.

# <u>Implementation of Strategic Plan Goals</u>

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions will allow for the

The Honorable Board of Supervisors September 26, 2023 Page 4

installation of streetlights in the community and provide funding for operation and maintenance. Maintaining lighting services provides for the convenience and safety of the motoring public, as well as the safety and security of people and property, which improves the quality of life in the County.

# FISCAL IMPACT/FINANCING

The estimated annual costs for operation and maintenance of the streetlights within the annexed territory is \$2,805. Sufficient funding will be included in CLMD 1687 Fund (F46 - Services and Supplies) Fiscal Year 2024-25 Budget.

In subsequent years, the ongoing operation and maintenance costs within the annexed territory will be funded by the CLMD's share of ad valorem property taxes supplemented by assessments annually approved by the Board from property owners within this annexed territory. Adoption of the Joint Resolutions will result in a minimal property tax growth transfer from the affected taxing entities, including those taxing entities governed by the Board: County General Fund, County of Los Angeles Public Library, Los Angeles County Road Maintenance District 4, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, and the Consolidated Fire Protection District of Los Angeles County.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County Code, and applicable subdivision, planning, and zoning ordinances require the installation of a street lighting system by a subdivider as a condition of development. The subdivision development must comply with the terms of these ordinances and provide street lighting as a condition of development. The purpose of the recommended action is to annex the territory into the County Lighting Districts to comply with these ordinances and the California Streets and Highways Code Sections 5821.3 and 22608.2.

The Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22573) provides for the assessment of street lighting costs against the benefited properties within CLD LLA-1 by any formula or method that fairly distributes the costs among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel. A method of distributing the street lighting costs based on land use was approved by the Board on May 22, 1979, and amended on July 22, 1997, to include government-owned or -leased parcels. The same distribution method was used to compute the Fiscal Year 2023-24 base assessment rates for each zone within CLD LLA-1 as shown in the Fiscal Year 2023-24 Annual Engineer's Report on file with Public Works.

The Honorable Board of Supervisors September 26, 2023 Page 5

The procedures for levying of assessments previously authorized by the Board under California Government Code Section 53753, including the distribution, receipt, and tabulation of ballots at a public hearing are required and will be followed for the subdivision annexation project. The assessments are subject to the results of ballot tabulation at the conclusion of the public hearing. Failure to annex a territory, levy assessments, and collect property tax revenues will result in the inability to operate and maintain the streetlights as part of the County-administered street lighting districts and will result in the final subdivision map not being allowed to record with the office of the Register-Recorder/County Clerk or be issued a Certificate of Occupancy. The assessments will not be levied if the weighted majority of ballots returned are opposed to the assessment.

The enclosed Resolution of Intention to Annex Approved Tentative Subdivision Territory (Enclosure A) must be adopted to set a date for the required public hearing. The Board, at the close of the public hearing, may delay its determination regarding the annexation and levying of assessments until a later date, continue the public hearing to receive further testimony, or make a determination regarding the annexations and/or assessments. The approval of the enclosed Resolution Ordering Annexation of Approved Tentative subdivision Territory (Enclosure B), the levying of assessments, and exchange of property tax revenues are required to provide the necessary funding for the operation and maintenance of the streetlights in the annexed territory.

The California Revenue and Taxation Code Section 99 et seq. provides that affected agencies must approve and accept the negotiated exchange of property tax revenues by resolution. The Joint Resolutions approving and accepting the negotiated exchange of property tax revenues have been approved by all other nonexempt taxing agencies and are enclosed for your consideration (Enclosure C).

Following the Board's approval of the resolutions for the annexation, levying of assessments, exchange of property tax revenues, and the developer's recordation of the final subdivision map and/or approval of the legal description by the Assessor, Public Works will file the statement of boundary changes with the State Board of Equalization as required by California Government Code Section 54900 et seq. The resolutions have been approved as to form by County Counsel.

# **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. Adoption of the proposed resolution annexing territory to CLMD 1687 and CLD LLA-1, Unincorporated Zone, will provide the

The Honorable Board of Supervisors September 26, 2023 Page 6

necessary funding for the operation and maintenance of streetlights for the purpose of meeting operating expenses and is exempt from CEQA pursuant to Section 21080(b)(8) of the California Public Resource Code and Section 15273(a) of the State CEQA Guidelines based upon the written findings incorporated in the record setting forth the basis of the exemption with specificity.

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

The annexation of territory to the County Lighting Districts will result in street lighting for this territory and will have no impact on other services or projects.

# CONCLUSION

Please return one adopted copy of this letter and resolutions to Public Works, Traffic Safety and Mobility Division. Also, please forward one adopted copy of the letter and resolutions to the Assessor, Ownership Services Section; and one to the Auditor-Controller, Tax Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:EK:wm

**Enclosures** 

C: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Assessor, Ownership Services Section (Sonia Carter Baltazar)
Auditor-Controller, Tax Division (Linda Santillano)

P:\TSMPUB\TRAFFIC\GRANTS\LTCAP I-5 FUND CMMT LTR

# COUNTY OF LOS ANGELES BOARD OF SUPERVISORS RESOLUTION OF INTENTION TO ANNEX APPROVED TENTATIVE SUBDIVISION TERRITORY TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687 AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1, UNINCORPORATED ZONE, AND ORDER THE LEVYING OF ASSESSMENTS WITHIN THE ANNEXED TERRITORY FOR FISCAL YEAR 2024-25 TRACT 82160

WHEREAS, the Board of Supervisors of the County of Los Angeles (Board of Supervisors) established County Lighting Maintenance District 1687 under the Improvement Act of 1911 (California Streets and Highways Code Section 5000 et seq.), to fund the installation, operation, and maintenance of street lighting systems within its boundaries; and

WHEREAS, the Board of Supervisors subsequently approved the formation of County Lighting District Landscaping and Lighting Act-1 (LLA-1), under the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.) to provide supplemental funds for the operation of streetlights within various County Lighting Maintenance Districts, including County Lighting Maintenance District 1687; and

WHEREAS, the Board of Supervisors adopted the Fiscal Year 2023-24 Annual Engineer's Report that shows estimated operating costs and recommended assessments for Unincorporated Zone within County Lighting District LLA-1; and

WHEREAS, the Improvement Act of 1911 (California Streets and Highways Code Section 5821.3) provides that a territory owned by a subdivider may be annexed to an existing lighting district, without notice or hearing, in the event an ordinance requires installation of a street lighting system; and

WHEREAS, the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22608.2) provides that in the event an ordinance requires installation of improvements, such as a street lighting system by a subdivider, the territory may be annexed to an existing lighting district without notice and hearing or filing of an Engineer's Report, or both; and

WHEREAS, by the County Code, the subdivision development is required to install a street lighting system, which may be accomplished by annexing to County Lighting Maintenance District 1687, and County Lighting District LLA-1, Unincorporated Zone (collectively, County Lighting Districts); and

WHEREAS, upon annexation to the County Lighting Districts, the annexed territory known as approved tentative subdivision Tract 82160 located in the unincorporated area of Hacienda Heights, will become subject to new assessment; and

WHEREAS, California Government Code Section 53753 provides notice, protest, and hearing requirements applicable to the levying of the new assessments, which supersede any other such statutory requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that:

SECTION 1. The public interest and convenience require, and it is the intention of the Board of Supervisors to authorize, the annexation of the territory to County Lighting Maintenance District 1687, as applicable, pursuant to California Streets and Highways Code Section 5837.

SECTION 2. The public interest and convenience require, and it is the intention of the Board of Supervisors to authorize the annexation of the territory to County Lighting District LLA-1, Unincorporated Zone, pursuant to California Streets and Highways Code Section 22605.

SECTION 3. The public interest and convenience require, and it is the intention of the Board of Supervisors to authorize, the expense necessary for the operation, maintenance, repairs, replacement, electric current, care, supervision, and all other items necessary for proper operation and maintenance of proposed streetlights within the proposed annexation territory and located within the County Lighting The needed amounts shall be assessed, levied, and collected in Fiscal Year 2024-25 upon each lot or parcel of land lying within the annexed territory based on land use categories that designate usage units on the basis of benefits received, as defined in the Assessor's report dated May 22, 1979, and amended on July 22, 1997, to include government-owned or -leased parcels, and which should be assessed to pay the expenses of the operation and maintenance of said improvements. The base assessment rates for a single-family residence, along with proportional increases for other land uses, are shown in the Fiscal Year 2023-24 Annual Engineer's Report for each zone within County Lighting District LLA-1. The same annual base assessment rate established for the Unincorporated Zone are proposed for all benefited properties within the proposed annexation territory.

SECTION 4. The boundary of the territory proposed to be annexed is shown on the attached diagram.

SECTION 5. The proposed assessments are subject to approval by the affected property owner(s). A ballot and public hearing notice will be sent to the property owner(s) within the territory proposed for annexation at least 45 days prior to the date of the public hearing. The ballots will be weighted by the amount of assessment to be paid by each property owner. A territory will not be annexed, and the proposed assessment will be abandoned if the weighted majority of the ballots returned are opposed to the assessment.

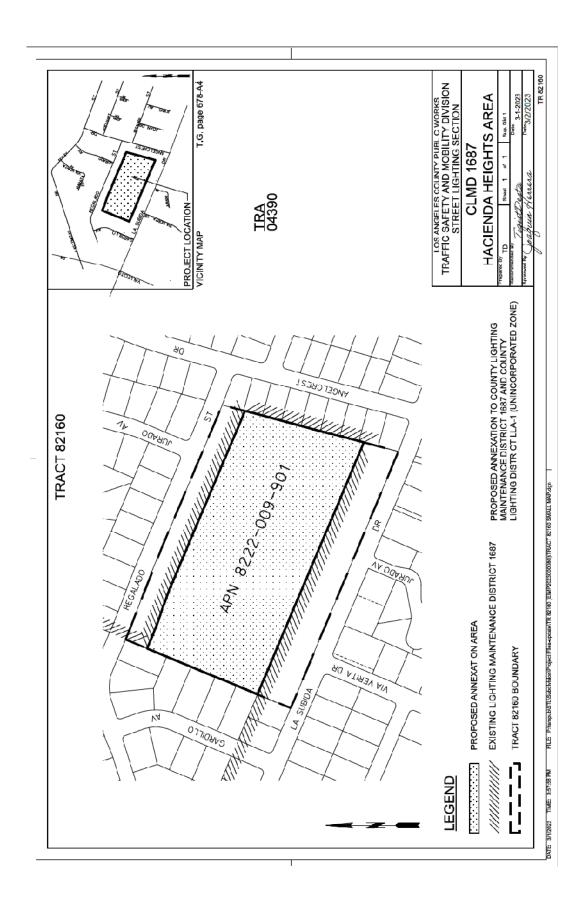
SECTION 6. The amounts to be assessed for the expense of such operation and maintenance of the work or improvements described above shall be levied and collected in the same manner and by the same officers as taxes for County purposes.

SECTION 7. Proceedings for levying of assessments shall be taken in accordance with California Streets and Highways Code Section 22500 et seq. and California Government Code Section 53753.

SECTION 8. Tuesday, November 28, 2023, at 9:30 a.m., is the day and hour of the public hearing at the Chambers of the Board of Supervisors of the County of Los Angeles, in Room 381B of the Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street and Grand Avenue), Los Angeles, California 90012, the place fixed by said Board of Supervisors when and where any and all interested persons may hear the proposal and be heard regarding the proposed street lighting assessments in the territory proposed for annexation to County Lighting District LLA-1, Unincorporated Zone.

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Page 3 of 5

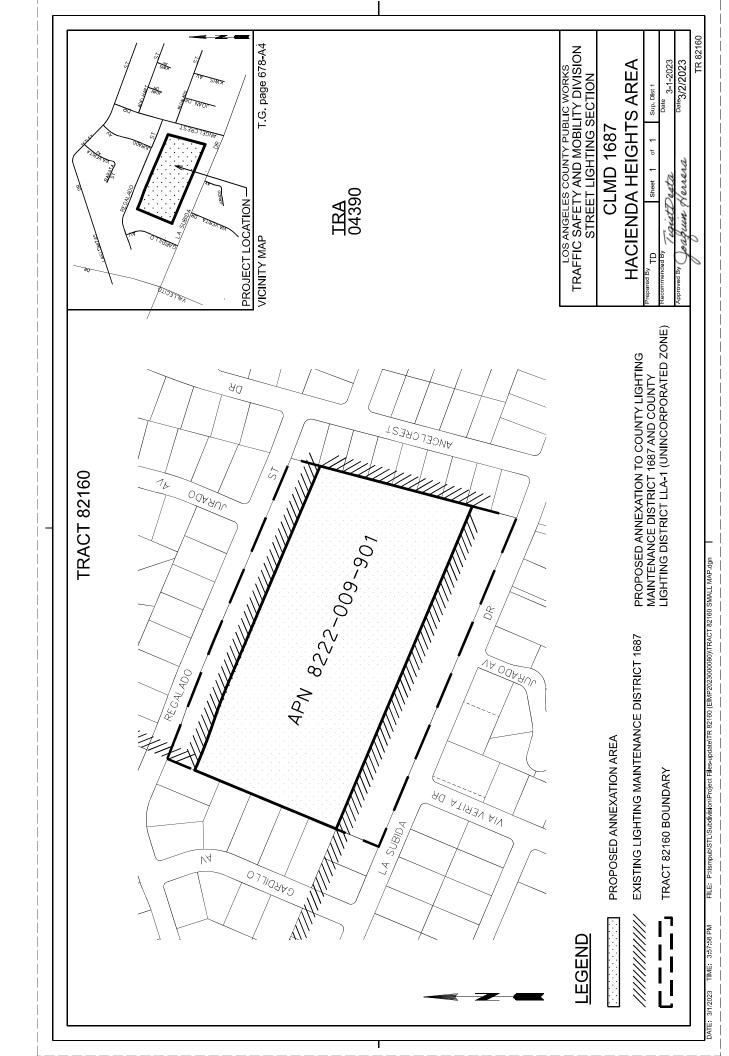


The foregoing resolution was adopted 2023, by the Board of Supervisors of the C governing body of all other special asseand authorities for which said Board so acts.	ounty of Los Angeles and ex-officio the
	CELIA ZAVALA Executive Officer of the Board of Supervisors of the County of Los Angeles
	By Deputy
APPROVED AS TO FORM:	
DAWYN R. HARRISON County Counsel	
By Talin Halabi Senior Deputy County Counsel	



# PROPOSED ANNEXATION TO COUNTY LIGHTING DISTRICTS SUPERVISORIAL DISTRICT 1





# COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

RESOLUTION ORDERING ANNEXATION OF APPROVED TENTATIVE
SUBDIVISION TERRITORY TO COUNTY LIGHTING MAINTENANCE DISTRICT
1687 AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1,
UNINCORPORATED ZONE, AND ORDER THE LEVYING OF ASSESSMENTS
WITHIN THE ANNEXED TERRITORY FOR
FISCAL YEAR 2024-25
TRACT 82160

WHEREAS, the Board of Supervisors of the County of Los Angeles on \_\_\_\_\_\_\_, adopted a Resolution of Intention to Annex Approved Tentative Subdivision Territory to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone (collectively, County Lighting Districts), and Order the Levying of Assessments within the Annexed Territory for Fiscal Year 2024-25 to provide funds for the operation of streetlights in the annexed territory pursuant to provisions of the Improvement Act of 1911 and the Landscaping and Lighting Act of 1972; and

WHEREAS, the Executive Officer of the Board caused the notice of public hearing to be mailed to all property owners within the territory subject to the proposed annexation and levying of assessments at least 45 days prior to the date set for public hearing; and

WHEREAS, the Executive Officer of the Board caused the notice of public hearing to be mailed to all property owners within the territory subject to the proposed annexation and levying of assessments at least 45 days prior to the date set for public hearing; and

WHEREAS, the Los Angeles County Public Works mailed assessment ballots and notices to all property owners of identified parcels within the territory proposed for annexation, pursuant to California Government Code Section 53753, to indicate support of or opposition to the matter of an assessment; and

WHEREAS, said Board of Supervisors has heard all testimony and evidence with regard to the annexation and levying of assessments, has tabulated the returned assessment ballots concerning the proposed assessments for the subdivision territory shown in Appendix A, and has made a determination on whether a majority protest exists.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles that:

SECTION 1. The Board of Supervisors hereby finds that the public interest and convenience require the operation and maintenance of the street lighting improvements within the territory proposed for annexation to the County Lighting Districts, provided that no majority protest exists within a proposed annexation territory.

SECTION 2. The Board of Supervisors hereby orders the annexation of subdivision territory listed in Appendix A to the County Lighting Districts, with the exception where a majority protest exists.

SECTION 3. The Board of Supervisors hereby determines that the territory identified will be benefited by the annexation to the County Lighting Districts and hereby authorizes the boundary of said County Lighting Districts be altered to include said benefited territory.

SECTION 4. The County Lighting Districts assessments and diagrams, as set forth in Sections 3 and 4 of the Resolution of Intention, are hereby approved, confirmed, and adopted by the Board for all parcels of land within the annexed territory, as proposed or as modified by the Board.

SECTION 5. The adoption of this resolution constitutes the levying of assessments for all lots and parcels within the area annexed to County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, for the fiscal year commencing July 1, 2024, and ending June 30, 2025.

SECTION 6. The amounts to be assessed for the expense of the operation and maintenance of streetlights shall be levied and collected in the same manner and by the same officers as taxes for County purposes and shall be disbursed and expended for operation, maintenance, and service of said County Lighting Districts, all as described in the Resolution of Intention.

SECTION 7. The Executive Officer of the Board is hereby authorized and directed to file a certified copy of this resolution upon their adoption with the Assessor, Ownership Services Section and with the Auditor-Controller, Tax Division.

SECTION 8. Notwithstanding the foregoing, the above annexation of the subdivision territory listed in Appendix A to the County Lighting Districts, is conditioned upon, and shall not become effective unless the legal description for an annexed territory is approved as to definiteness and certainty by the Assessor, and when legally required, the final subdivision map is approved and recorded with Registrar-Recorder/County Clerk.

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# PROPOSED ANNEXATION OF APPROVED TENTATIVE SUBDIVISION TERRITORY AND LEVYING OF ASSESSMENTS LOS ANGELES COUNTY PUBLIC WORKS

Subdivision	LLA-1 Zone	CLMD	SD	County Area or City	Location	Majority Protest (Yes or No)
Tract 82160	Unincorporated Zone	1687	1	Hacienda Heights	Northwest quadrant of La Subida Drive and Angelcrest Drive	

The foregoing resolution was adopted 2023, by the Board of Supervisors of the Ogoverning body of all other special assess authorities for which said Board so acts.	County of Los Angeles and ex-officio the
	CELIA ZAVALA Executive Officer of the Board of Supervisors of the County of Los Angeles
	By Deputy
APPROVED AS TO FORM:	
DAWYN R. HARRISON County Counsel	
By <i>Talin Halabi</i> Senior Deputy County Counsel	

# **JOINT RESOLUTION OF**

THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION
DISTRICT NO. 21 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS
OF THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF
PROPERTY TAX REVENUES RESULTING FROM
ANNEXATION OF TRACT 82160
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 21 of Los Angeles County; and the Board of Directors of the Upper San Gabriel Valley Municipal Water District have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 82160 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

# NOW. THEREFORE. BE IT RESOLVED AS FOLLOWS:

- 1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 21 of Los Angeles County, and the Upper San Gabriel Valley Municipal Water District resulting from the annexation of Tract 82160 to CLMD 1687 is approved and accepted.
- 2. For fiscal years commencing on or after July 1, 2024, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 82160, Tax Rate Area 04390, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.
- 3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 82160.
- 4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

AYES: NOES: ABSENT: ABSTAIN:

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

President, Board of Trustees

#### JOINT RESOLUTION OF

THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION
DISTRICT NO. 21 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS
OF THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF
PROPERTY TAX REVENUES RESULTING FROM
ANNEXATION OF TRACT 82160
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 21 of Los Angeles County; and the Board of Directors of the Upper San Gabriel Valley Municipal Water District have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 82160 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

//

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

- 1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 21 of Los Angeles County, and the Upper San Gabriel Valley Municipal Water District resulting from the annexation of Tract 82160 to CLMD 1687 is approved and accepted.
- 2. For fiscal years commencing on or after July 1, 2024, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 82160, Tax Rate Area 04390, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.
- 3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 82160.
- 4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this  $\underline{26^{th}}$  day of  $\underline{April}$  2023, by the following vote:

AYES: Eight (8)
NOES: None
ABSENT: Two (2)
ABSTAIN: None

COUNTY SANITATION DISTRICT NO. 21

OF LOS ANGELES COUNTY

Chairperson, Board of Directors

ATTEST: Linetenson
Secretary

April 26, 2023

Date

#### **JOINT RESOLUTION OF**

THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION
DISTRICT NO. 21 OF LOS ANGELES COUNTY, AND THE BOARD OF DIRECTORS
OF THE UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF
PROPERTY TAX REVENUES RESULTING FROM
ANNEXATION OF TRACT 82160
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of Directors of the County Sanitation District No. 21 of Los Angeles County; and the Board of Directors of the Upper San Gabriel Valley Municipal Water District have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract 82160 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

//

Date

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

- 1. The negotiated exchange of property tax revenues between the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 21 of Los Angeles County, and the Upper San Gabriel Valley Municipal Water District resulting from the annexation of Tract 82160 to CLMD 1687 is approved and accepted.
- 2. For fiscal years commencing on or after July 1, 2024, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract 82160, Tax Rate Area 04390, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.
- 3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract 82160.
- 4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

the following vote:	<u>12</u> day of <u>April</u> 2023, by
AYES: FELLOW, TREVIÑO, GA NOES: ABSENT: CHAVEZ ABSTAIN:	ARCIA, SANTANA
	UPPER SAN GABRIEL VALLEY
	MUNICIPAL WATER DISTRICT
	By PREFECULAR BY
	President, Board of Directors
ATTEST:DocuSigned by:	
08230900AA394A1	
Secretary	
5/2/2023	

AUDITOR ACAFAN03

ANNEXATION TO:
ACCOUNT NUMBER: CO LIGHTING MAINT DIST NO 1687 019.40 04390 07/01/2023 TR 82160 PROJECT NAME: TRA

EFFECTIVE DATE: ANNEXATION NUMBER: PROJECT NAME: TRACT 82160

DISTRICT SHARE: 0.021423831

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.330872496	33.0883 %	0.021423831	0.007088567	-0.007253861	0.323618635
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000117223	0.0117 %	0.021423831	0.000002511	0.000000000	0.000117223
003.01	L A COUNTY LIBRARY	0.024179912	2.4179 %	0.021423831	0.000518026	-0.000518026	0.023661886
005.20	ROAD DIST # 4	0.006000979	0.6000 %	0.021423831	0.000128563	-0.000128563	0.005872416
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.180259569	18.0259 %	0.021423831	0.003861850	-0.003861850	0.176397719
007.31	L A C FIRE-FFW	0.007598254	0.7598 %	0.021423831	0.000162783	0.000000000	0.007598254
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001810246	0.1810 %	0.021423831	0.000038782	-0.000038782	0.001771464
030.70	LA CO FLOOD CONTROL MAINT	0.010244593	1.0244 %	0.021423831	0.000219478	-0.000219478	0.010025115
061.80	GREATER L A CO VECTOR CONTROL	0.000388966	0.0388 %	0.021423831	0.000008333	-0.000008333	0.000380633
066.80	CO SANIT DIST NO 21 OPERATING	0.013158027	1.3158 %	0.021423831	0.000281895	-0.000281895	0.012876132
368.05	UPPER SAN GAB. VY. MUN. WATER	0.000594376	0.0594 %	0.021423831	0.000012733	-0.000012733	0.000581643
400.00	EDUCATIONAL REV AUGMENTATION FD	0.066407845	6.6407 %	0.021423831	0.001422710	EXEMPT	0.066407845
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021423831	0.002825324	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001453954	0.1453 %	0.021423831	0.000031149	EXEMPT	0.001453954
400.21	CHILDREN'S INSTIL TUITION FUND	0.002885584	0.2885 %	0.021423831	0.000061820	EXEMPT	0.002885584
809.04	MT.SAN ANTONIO COMMUNITY COLLEGE	0.031142794	3.1142 %	0.021423831	0.000667197	EXEMPT	0.031142794
809.20	MT SAN ANTONIO CHILDRENS CTR FD	0.000300588	0.0300 %	0.021423831	0.000006439	EXEMPT	0.000300588
870.03	HACIENDA-LA PUENTE UNIF. SCH.DIS	0.182122274	18.2122 %	0.021423831	0.003901756	EXEMPT	0.182122274
870.06	CO.SCH.SER.FD.HACIENDA-LA PUENTE	0.007694269	0.7694 %	0.021423831	0.000164840	EXEMPT	0.007694269

N

	***019.40	870.07	ACCOUNT #	ANNEXATION NUMBER:
	CO LIGHT	DEV.CTR.		NUMBER:
	ING MAINT	HDCPD.MIN	TAXING AGENCY	TR 82160
TOTAL:	CO LIGHTING MAINT DIST NO 1687	DEV.CTR.HDCPD.MINOR-HACI-LA PUTE		
TOTAL: 1.000000000	0.00000000	0.000890401	CURREN AX SHAR	PROJECT NAME: TRACT 82160
100.0000 %	O O O O O	0.0890 %	PERCENT	0
	0.021423	0.021423831	PROPOS:	
0.021423831	831 0.000000000	0.000019075	ALLOCATED	TRA: 04390
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The foregoing resolution was adopted 2023, by the Board of Supervisors of the Cogoverning body of all other special assessment authorities for which said Board so acts.	ounty of Los Angeles and ex-officio the
	CELIA ZAVALA Executive Officer of the Board of Supervisors of the County of Los Angeles
	By Deputy
APPROVED AS TO FORM:	
DAWYN R. HARRISON County Counsel	
By <i>Talin Halabi</i> Senior Deputy County Counsel	

## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□B	Soard Memo	☐ Other
CLUSTER AGENDA REVIEW DATE	9/13/2023		
BOARD MEETING DATE	9/26/2023		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 <sup>st</sup> ⊠	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works		
SUBJECT		ract for Florence Area Enhanced Maint f Florence-Firestone and Walnut Park	enance Services in the
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes ☐ No		
	If Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS		oired on June 29, 2023. The award of th he recommended contractor, Urban Gra	
COST & FUNDING	Total cost:	Funding source:	
	\$2,376,745	Funding for these services is includ (B03, Services and Supplies) Fiscal Funds to finance the contract's option additional funding for contingencies withe annual budget process.	Year 2023-24 Budget.  years and 10 percent
	TERMS (if applicable):		
		r a period of 1 year with three 1-year on up to 6 months for a potential contrac	
	Explanation: N/A		
PURPOSE OF REQUEST	Enterprises, Inc., a Lo	Board approval to award a services co ocal Small Business Enterprise and ed maintenance services in the un	Community Business

desire to shop with the local merchants.

BACKGROUND

motions)

(include internal/external

issues that may exist

including any related

Florence-Firestone and Walnut Park in the Second and Fourth Supervisorial Districts.

Approval of the recommended action will award a services contract to Urban Graffiti

Enterprises, Inc., to provide enhanced maintenance services in the unincorporated areas of Florence-Firestone and Walnut Park in the Second and Fourth Supervisorial

Districts. The work to be performed will consist of removal of consumer-generated trash

and litter, indiscriminate dumping, gum and grease removal, and pressure washing and steam cleaning of sidewalks to maintain a clean service area to enhance the public's

<b>EQUITY INDEX OR LENS</b>	
WAS UTILIZED	If Yes, please explain how:
	On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with Department of Economic Opportunity and advertise in regional and small newspapers in each Supervisorial Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code and all Board contracting policies.
SUPPORTS ONE OF THE	
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how:
	Board Priority No. 7, Sustainability. To provide a comprehensive and coordinated approach to sustainability issues with the County Sustainability Plan as the foundation. This Priority will focus on working towards the vision of making the County healthier, more livable, economically stronger, more equitable, and more resilient.
DEPARTMENTAL CONTACTS	Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov

| \\pw01\pwpublic\brcdpub\Service Contracts\CONTRACT\Victoria\FLORENCE ENHANCEMENT\2022 Rebid\Rebid\05 AWARD\BOARD LETTER\Florence - Cluster Fact Sheet.docx



#### **COUNTY OF LOS ANGELES**

#### **DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE REFER TO FILE:

September 26, 2023

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

Dear Supervisors:

SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
FLORENCE AREA ENHANCED MAINTENANCE SERVICES IN
THE UNINCORPORTED AREAS OF FLORENCE-FIRESTONE AND WALNUT PARK
(SUPERVISORIAL DISTRICTS 2 AND 4)
(3 VOTES)

#### SUBJECT

Public Works is seeking Board approval to award a services contract to Urban Graffiti Enterprises, Inc., a Local Small Business Enterprise and Community Business Enterprise, for enhanced maintenance services in the unincorporated areas of Florence-Firestone and Walnut Park in the Second and Fourth Supervisorial Districts.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Find that these services can be more economically performed by an independent contractor than by County employees.

- 3. Award and direct the Chair to execute the contract for Florence area enhanced maintenance services with Urban Graffiti Enterprises, Inc., a Local Small Business Enterprise and Community Business Enterprise. This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$2,376,745.
- 4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Urban Graffiti Enterprises, Inc., has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.
- 5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to Urban Graffiti Enterprises, Inc., to provide enhanced maintenance services to maintain the areas of the Second and Fourth Supervisorial Districts within the unincorporated County areas of Florence-Firestone and Walnut Park. The work to be performed will consist of removal of consumer-generated trash and litter, weed removal, gum and grease removal, and pressure washing and steam cleaning of sidewalks to maintain a clean service area to enhance the public's desire to frequent these locations and to shop with the local merchants. These services will provide regularly scheduled cleaning of the public sidewalks in areas where foot traffic is high.

The current contract expired on June 29, 2023. Services will be provided temporarily by Public Works staff until the award of this contract by the recommended contractor. Services will begin upon Board approval.

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

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Objective II.1.2, Support Small

Businesses and Social Enterprises; and Strategy II.2, Support the Wellness of our Communities, Objective II.2.3, Prioritize Environmental Health Oversight and Monitoring, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

#### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract amounts below are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The terms and sums for each term of the maximum contract period if all optional renewal periods are exercised are as follows:

The sum for the initial term is \$467,474.

The sum for the first option term is \$477,651.

The sum for the second option term is \$479,940.

The sum for the third and final option term is \$490,408.

The sum for the month-to-month option to extend up to 6 months is \$245,204.

The maximum potential contract sum is \$2,376,745 with a maximum term of 54 months. The total maximum potential contract sum includes 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding.

Funding for these services is included in the Road Fund (B03, Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, Urban Graffiti Enterprises, Inc., a Local Small Business Enterprise and Community Business Enterprise, is located in Azusa, California. This contract will commence upon the Board's approval for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding.

County Counsel has approved the recommended contract, which has been executed by Urban Graffiti Enterprises, Inc., (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, sex, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code, Section 2.201. In addition, the contractor understands and agrees that to the extent the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

#### **ENVIRONMENTAL DOCUMENTATION**

These services are exempt from the provisions of the California Environmental Quality Act. The contract services to provide enhanced maintenance services on public sidewalks is within the class of projects that have been determined not to have a significant effect on the environment and meet the criteria set forth in Section 15301 of the California Environmental Quality Act Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, based on the proposed project records, the contracted work will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, and damage to scenic highways, listing on the hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

#### **CONTRACTING PROCESS**

On August 22, 2022, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and Twitter. In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Watts Times, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,465 Local Small Business Enterprise, 165 Disabled Veteran Business Enterprise, 163 Social Enterprise, 876 Community Business Enterprise, and 355 independent contractors about this business opportunity.

On December 14, 2022, two proposals were received. All proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, performance history/references, equipment, and demonstrated control over labor/payroll recordkeeping utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, lowest cost, responsive and responsible proposer, Urban Graffiti Enterprises, Inc., located in Azusa, California. Public Works notified the applicable union on this solicitation.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

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

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

#### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:EM:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division

# SERVICES CONTRACT TRANSPORTATION CORE SERVICE AREA AWARD OF SERVICES CONTRACT FOR FLORENCE AREA ENHANCED MAINTENANCE SERVICES IN THE UNINCORPORTED AREAS OF FLORENCE-FIRESTONE AND WALNUT PARK (SUPERVISORIAL DISTRICTS 2 AND 4) (3 VOTES)

This Board letter has large enclosures.

Click on link to access:

Florence BI 09.26.2023 (FTP Large Enc Link)

P:\brcdpub\Service Contracts\CONTRACT\Victoria\FLORENCE ENHANCEMENT\2022 Rebid\Rebid\05 AWARD\BOARD LETTER\09.26.2023 Florence Large Enc\_.docx

## BOARD LETTER/MEMO CLUSTER FACT SHEET

	ШЕ	Board Memo	∐ Other
CLUSTER AGENDA REVIEW DATE	9/13/2023		
BOARD MEETING DATE	9/26/2023		
SUPERVISORIAL DISTRICT AFFECTED	☐ All	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works		
SUBJECT		nent for Soundwalls along Intersta nty Community of City Terrace	te 10 Freeway in the
PROGRAM	Transportation		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes		
	If yes, please explain wh	ny:	
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$1,150,000	Funding Source: Funding is included in the District's Transportation Improv the Measure M Local Return Fu and Supplies) Fiscal Year 2023	vement Program in nd (CN2 – Services -24 Budget.
	\$160,000 prior to pe will reimburse Caltra up to \$1,150,000.	le): County is to deposit with Cal rforming work on this project. The ans for actual costs performed u	ereafter, the County nder the agreement
		oposed work is in Caltrans jurisding a cooperative agreement with	

roles, responsibilities, and financial obligations.

We are recommending the Board to authorize the Director of Public Works to execute a cooperative agreement and amendments to the agreement with Caltrans. The agreement provides for Caltrans to prepare a Project Study Report-Project Report (PSR-PR) for proposed soundwalls along Interstate 10 freeway in the unincorporated County community of City Terrace from the Cities of Los Angeles to Monterey Park. The County will reimburse Caltrans for up to \$1,150,000.

First Supervisorial District and the community of City Terrace requested

soundwalls along the Interstate 10 freeway. Public Works must enter

into cooperative agreements with Caltrans at various stages of the

cooperative agreement for this Board letter requires the County to pay

The

The

project to outline roles and responsibilities of each agency.

Caltrans to prepare a PSR-PR which is a scoping document.

**PURPOSE OF REQUEST** 

(Include internal/external

issues that may exist

including any related

BACKGROUND

motions)

	PSR-PR will review the purpose and need, project scope, conceptual design, and cooperative elements for the proposed soundwall project.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov



MARK PESTRELLA, Director

#### COUNTY OF LOS ANGELES

#### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

September 26, 2023

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

IN REPLY PLEASE

REFER TO FILE:

TPP-1

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:

TRANSPORTATION CORE SERVICE AREA
COOPERATIVE AGREEMENT FOR SOUNDWALLS ALONG
INTERSTATE 10 FREEWAY IN THE UNINCORPORATED COUNTY
COMMUNITY OF CITY TERRACE
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)

#### **SUBJECT**

Public Works is seeking Board approval to authorize the Director of Public Works or his designee to execute a cooperative agreement and amendments to the agreement between Los Angeles County and Caltrans. The agreement provides for Caltrans to prepare a Project Study Report-Project Report for the proposed soundwalls along the Interstate10 freeway in the unincorporated County community of City Terrace from the City of Los Angeles to the City of Monterey Park.

#### IT IS RECOMMENDED THAT THE BOARD:

- Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Authorize the Director of Public Works or his designee to enter a cooperative agreement and amendments to the agreement with the State of California through Caltrans, whereby the State will prepare a Project Study Report-Project Report for the proposed soundwalls along Interstate 10 freeway in the unincorporated community of City Terrace from the City of Los Angeles to the City of Monterey Park for an amount not to exceed \$1,150,000.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that they are not subject to the California Environmental Quality Act (CEQA) and authorize the Director to execute a cooperative agreement between the County and the State of California through Caltrans under which Caltrans will prepare a Project Study Report-Project Report (PSR-PR) to assess the feasibility of a proposed project to construct soundwalls along Interstate10 (I-10) freeway in the unincorporated County community of City Terrace from the Cities of Los Angeles to Monterey Park for an amount not to exceed \$1,150,000.

Residents in the City Terrace area have expressed concern that the noise from the I-10 freeway impacts their quality of life, particularly for those residents that live adjacent to the freeway. Soundwalls will improve the quality of life for the residents of the unincorporated County community of City Terrace by absorbing or reflecting noise coming from the I-10 freeway. Since the I-10 is under the jurisdiction of Caltrans an agreement with Caltrans is needed for the County to sponsor this project.

This PSR-PR is the first step to consider the feasibility of soundwalls along the I-10 freeway through City Terrace. Future agreements with Caltrans will be needed to further develop the project (i.e., through environmental, design, and construction phases) beyond the PSR-PR, if desired.

#### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities. These actions will lead to improvements to the quality of life for its residents by reducing noise from the freeway.

#### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Caltrans will prepare a PSR-PR for soundwalls along the I-10 freeway in the unincorporated County community of City Terrace from the Cities of Los Angeles to Monterey Park for an estimated cost of \$950,000 plus \$200,000 in contingency for a total amount of \$1,150,000. Funding is included in the First Supervisorial District's Transportation Improvement Program in the Measure M Local Return Fund (CN2 – Services and Supplies) Fiscal Year 2023-24 Budget. Funding for future years will be requested through the annual budget process.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the terms of the proposed cooperative agreement, Caltrans will prepare a PSR-PR for soundwalls along the I-10 freeway in the unincorporated County community of City Terrace from City of Los Angeles to City of Monterey Park.

The PSR-PR will review the purpose and need, project scope, conceptual design, and cooperative elements for the proposed soundwall project. The County is agreeing to fund the costs of the PSR-PR for an estimated cost of \$950,000. The County is to deposit with Caltrans the amount of \$160,000 prior to Caltrans performing work on the PSR-PR. Thereafter, the County will reimburse Caltrans for actual costs performed under the agreement. The County will fund the estimated \$950,000 plus an additional \$200,000 in contingency for a total amount not to exceed \$1,150,000.

Caltrans and the County are authorized to enter into cooperative agreements for improvements to State Highway Systems per California Streets and Highways Code, Sections 114 and 130 and California Government Code Section 6586.5. The Director is identified as the Executive Officer for the purpose of the proposed agreement.

The agreement and amendments will be approved as to form by County Counsel.

#### **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. The proposed cooperative agreement is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment and a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment.

By approving the agreement, the County does not commit to or otherwise authorize or approve any specific project. Any project developed from the agreement remains subject to the Board's sole discretion to approve. Authorization of any future project activities would occur only following compliance with CEQA. Public Works will return to the Board for consideration of the appropriate environmental documentation.

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

This action will result in no impact to current services or projects. The proposed cooperative agreement is of general County interest. It may ultimately result in a project that will improve the quality of life for the residents in the area.

#### **CONCLUSION**

Please return one adopted copy of this letter to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:MER:pr

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

## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		☐ Board Memo	☐ Other
USTER AGENDA	9/13/2023		

CLUSTER AGENDA REVIEW DATE	9/13/2023
BOARD MEETING DATE	9/26/2023
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 <sup>st</sup> ☐ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ☒ 5 <sup>th</sup>
DEPARTMENT(S)	Public Works
SUBJECT	Delegate Authority to Execute Agreements for the Application, Acceptance, and Administration of Proposition 1 Integrated Regional Water Management Implementation Grant Funds
PROGRAM	Unincorporated Area Stormwater Quality Program
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No
SOLE SOURCE CONTRACT	☐ Yes ☐ No
	If Yes, please explain why:
DEADLINES/ TIME CONSTRAINTS	
COST & FUNDING	Total cost: Funding source: \$100,000 + 4 percent of grant funds received
	TERMS (if applicable):
	Explanation: The cost and fees for preparing, filing, processing, and management of the Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant Funds will be included in the Fiscal Year 2023-24 Public Works General Fund Budget under the Unincorporated Area Stormwater Quality Program. The recommended action will secure grant funds, leverage resources, and will have no further fiscal impact.
PURPOSE OF REQUEST	The purpose of the recommended actions is to obtain delegated authority on behalf of the County of Los Angeles; Los Angeles County Waterworks Districts No. 36, Val Verde, and No. 37, Acton; and Los Angeles County Flood Control District to execute agreements for the application, acceptance, and administration of Proposition 1 IRWM Implementation Grant Funds in establishing projects and programs in the Upper Santa Clara River Watershed.
BACKGROUND (include internal/external issues that may exist including any related motions)	The IRWM Plan is a document that identifies and plans for the current and future water resource-related needs of the Upper Santa Clara River Watershed, including facilitating regional cooperation to reduce water demands, increase water supply, improve water quality, address flooding, and adapt to climate change. The IRWM Plan was completed in 2008, updated in 2014, and amended in 2018. The County; Waterworks Districts No. 36, Val Verde, and No. 37, Acton; and the District are eligible to apply for and accept IRWM grant funds.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Anthony Nyivih, Assistant Director, Office (626) 458-4014, Cell (626) 483-9181, anyivih@pw.lacounty.gov



#### **COUNTY OF LOS ANGELES**

#### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

IN REPLY PLEASE

REFER TO FILE: SWQ-3

September 26, 2023

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

**Dear Supervisors:** 

WATER RESOURCES CORE SERVICE AREA
DELEGATE AUTHORITY TO EXECUTE AGREEMENTS FOR THE APPLICATION,
ACCEPTANCE, AND ADMINISTRATION OF PROPOSITION 1 INTEGRATED
REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT FUNDS
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)

#### **SUBJECT**

Public Works is requesting Board approval for delegated authority on behalf of the County of Los Angeles; Los Angeles County Waterworks Districts No. 36, Val Verde, and No. 37, Acton; and the Los Angeles County Flood Control District to execute agreements for the application, acceptance, and administration of Proposition 1 Integrated Regional Water Management Implementation Grant Funds in establishing projects and programs in the Upper Santa Clara River Watershed.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed actions are not a project under the California Environmental Quality Act for reasons stated in this Board letter and the record.
- Delegate authority to the Director of Public Works or his designee to execute a cost-sharing agreement with the Santa Clarita Valley Water Agency or designated grantee, including necessary amendments, for the reimbursement of costs and fees associated with the preparation and filing of

the grant application not to exceed \$100,000 and costs for the administration of the Proposition 1 Integrated Regional Water Management Implementation Grant Funds not to exceed 4 percent of the grant award per project.

3. Delegate authority to the Director of Public Works or his designee to execute a standard Local Project Sponsor grant agreement with the Santa Clarita Valley Water Agency or designated grantee, including necessary amendments, to complete projects, extend time, make minor changes in project scope, reflect alterations in the total project budget or total grant amount, and accept Proposition 1 Integrated Regional Water Management Implementation Grant Funds.

# IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICTS NO. 36, VAL VERDE, AND NO. 37, ACTON:

- Find that the proposed actions are not a project under the California Environmental Quality Act for reasons stated in this Board letter and the record.
- 2. Delegate authority to the Director of Public Works or his designee on behalf of Los Angeles County Waterworks Districts No. 36, Val Verde, and No. 37, Acton, respectively, to execute a cost-sharing agreement with the Santa Clarita Valley Water Agency or designated grantee, including necessary amendments, for the reimbursement of costs and fees associated with the preparation and filing of the grant application not to exceed \$100,000 and costs for the administration of the Proposition 1 Integrated Regional Water Management Implementation Grant Funds not to exceed 4 percent of the grant award per project.
- 3. Delegate authority to the Director of Public Works or his designee on behalf of Los Angeles County Waterworks Districts No. 36, Val Verde, and No. 37, Acton, respectively, to execute a standard Local Project Sponsor grant agreement with the Santa Clarita Valley Water Agency or designated grantee, including necessary amendments to complete projects, extend time, make minor changes in project scope, reflect alterations in the total project budget or total grant amount, and accept Proposition 1 Integrated Regional Water Management Implementation Grant Funds.

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

- 1. Find that the proposed actions are not a project under the California Environmental Quality Act for reasons stated in this Board letter and the record.
- 2. Delegate authority to the Chief Engineer of Los Angeles County Flood Control District or his designee to execute a cost-sharing agreement with the Santa Clarita Valley Water Agency or designated grantee, including necessary amendments for the reimbursement of costs and fees associated with the preparation and filing of the grant application not to exceed \$100,000 per project and costs for the administration of the Proposition 1 Integrated Regional Water Management Implementation Grant Funds not to exceed 4 percent of the grant award per project.
- 3. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute a standard Local Project Sponsor grant agreement with the Santa Clarita Valley Water Agency or designated grantee, including necessary amendments to complete projects, extend time, make minor changes in project scope, reflect alterations in the total project budget or total grant amount, and accept Proposition 1 Integrated Regional Water Management Implementation Grant Funds.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the actions are not subject to the California Environmental Quality Act (CEQA) and will delegate authority to the Director of Public Works or his designee to execute a cost-sharing agreement for reimbursement to the Santa Clarita Valley Water Agency (SCVWA) or designated grantee of incurred costs and fees associated with preparing and filing Proposition 1 Integrated Regional Watershed Management (IRWM) Round 2 grant applications, not to exceed \$100,000 and costs for the administration of the Proposition 1 Integrated Regional Water Management Implementation Grant Funds not to exceed 4 percent of the grant award per project. The recommended actions also delegate authority to the Director of Public Works or his designee to execute a standard Local Project Sponsor (LPS) grant agreement with the SCVWA or designated grantee that establishes roles, responsibilities, and liabilities with respect to meeting grant obligations; and to accept Proposition 1 IRWM Round 2 Implementation Grant Funds of \$2,446,667 to be used toward the implementation of eligible projects and programs in the Upper Santa Clara River (USCR) Watershed.

On June 16, 2020, the Board approved the Resolution to adopt the 2018 Amended USCR IRWM Plan and delegated authority to the Director of Public Works to adopt subsequent amendments or updates to the USCR IRWM Plan. The IRWM Plan is a document that identifies and plans for the current and future water resource-related needs of the USCR Watershed, including facilitating regional cooperation to reduce water demands, increase water supply, improve water quality, address flooding, and adapt to climate change. The USCR IRWM Plan was completed in 2008, updated in 2014, and amended in 2018.

The IRWM Program, managed by the California Department of Water Resources (DWR) and known as the grantor, allocates IRWM Grant Funding for the Los Angeles-Ventura Funding Area, which includes the USCR IRWM Region. The SCVWA currently serves as the lead entity and designated grantee for the USCR IRWM Region.

Public Works will return to your Board for any necessary environmental documentation, approval, and implementation of any projects and programs to be utilized by the Proposition 1 IRWM Round 2 Implementation Grant Funds.

#### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

These recommendations support the County Strategic Plan: Strategy II.3 – Make Environmental Sustainability Our Daily Reality; Objective II.3.1 – Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies; and Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions promote a collaborative approach to improving the quality of life for residents of Los Angeles County. Additionally, securing grant funds to implement projects will leverage resources.

#### FISCAL IMPACT/FINANCING

Funding for the cost and fees for preparing, filing, processing, and managing of associated grant applications not to exceed \$100,000 and costs for the administration of the Proposition 1 IRWM Implementation Grant Funds not to exceed 4 percent of the grant award per project will be included in the Fiscal Year 2023-24 Public Works General Fund Budget under the Unincorporated Area Stormwater Quality Program.

Waterworks Districts No. 36, Val Verde, and No. 37, Acton, and the Los Angeles County Flood Control District will budget for preparing, filing, processing, and managing associated grant applications and the implementation of projects and programs in the USCR Region, as needed.

Funding for the subsequent fiscal years will be requested through the annual budget process.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The cost-sharing agreement and the standard LPS grant agreement with the SCVWA or designated grantee will be substantially similar to the enclosed sample agreements (Enclosures A and B) and will be approved as to form by County Counsel prior to execution.

#### **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. These proposed actions to execute a cost-sharing agreement and the standard LPS grant agreement with the SCVWA or designated grantee are administrative activities of government that will not result in direct or indirect physical changes to the environment.

#### <u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

There will be no adverse impact on current services or projects. Securing grant funds will enable the County to achieve multi-beneficial goals for water supply, water quality, water conservation, and resource stewardship.

#### CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Stormwater Quality Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:ML:dw

Enclosures

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

## MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE SANTA CLARITA VALLEY WATER AGENCY

REGARDING THE REIMBURSEMENT OF FUNDS TO THE SANTA CLARITA VALLEY WATER AGENCY FOR THE PREPARATION AND FILING OF THE UPPER SANTA CLARA RIVER PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT GRANT PROPOSAL.

This Memorandum of Agreement (MOA), made and entered into as of the date of the last signature set forth below by and between the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California, and the SANTA CLARITA VALLEY WATER AGENCY (SCVWA). Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

#### WITNESSETH

WHEREAS, the Upper Santa Clara River (USCR) Integrated Regional Water Management (IRWM) Region is seeking grant funding through the Department of Water Resources' (DWR) Proposition 1 Integrated Regional Water Management Implementation (IRWM) Grant Program; and

WHEREAS, the Legislature and the Governor of the State of California have provided funds for the Integrated Regional Water Management (IRWM) Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1); and

WHEREAS, the Regional Watershed Management Group (RWMG) consists of the SCVWA, City of Santa Clarita, Los Angeles County Flood Control District, San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, and the Santa Clarita Valley Sanitation District of Los Angeles; and

WHEREAS, the COUNTY has been recommended by the RWMG for Proposition 1 Integrated Regional Water Management Grant funding for an upcoming regional stormwater quality project, and it is included in the Upper Santa Clara River IRWM Plan project list; and

WHEREAS, on June 16, 2020, the COUNTY adopted the USCR IRWM Plan and the 2018 Amendments to the USCR IRWM Plan; and

WHEREAS, SCVWA solicited proposals and selected the consultant, Kennedy/Jenks Consultants (CONSULTANT), to prepare and file the Proposition 1 Integrated Regional Water Management Grant Application Proposal (PROPOSAL) with DWR; and

WHEREAS, the CONSULTANT has provided the cost associated with the preparation and filing of the PROPOSAL for each agency included in the IRWM Plan project list as shown in Exhibit A; and

WHEREAS, other agencies in the Upper Santa Clara River IRWM Plan project list include the Santa Clarita Valley Sanitation District of Los Angeles, City of Santa Clarita, and the Santa Clarita Valley Water Agency; and

WHEREAS, the total cost to prepare and file the PROPOSAL is \$99,192; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES and of the promise herein contained, the PARTIES agree as follows:

**Section 1. Recitals:** The recitals set forth above are incorporated into this MOA between the PARTIES.

**Section 2. Purpose:** The purpose of this MOA is to reimburse SCVWA for the cost associated with the preparation and submittal of the PROPOSAL to DWR.

**Section 3.** Cooperation: The PARTIES shall fully cooperate with one another to attain the purpose of this MOA.

**Section 4.** Term: This MOA shall become effective on the latest date of execution by a PARTY and shall remain in effect until the CONSULTANT has been paid in full for its preparation of the PROPOSAL, and SCVWA has received payment from the COUNTY for its share of the CONSULTANT cost.

#### Section 5. SCVWA Agrees:

- a. To invoice COUNTY up to \$16,532 within thirty (30) days after the execution of this MOA by the PARTIES for their share of the cost to prepare and file the PROPOSAL to DWR. This amount represents the COUNTY's share of the PROPOSAL cost.
- b. To contract with CONSULTANT and to be responsible for coordinating the activities of CONSULTANT. SCVWA agrees to use the funds received from COUNTY only for the preparation and submission of the PROPOSAL.
- c. To manage the CONSULTANT, including approving and paying the invoices, to prepare and file the PROPOSAL to DWR.
- d. To provide an accounting at the termination of the MOA or cancellation thereof and to return to COUNTY its share of the unused portion of all funds deposited with SCVWA, if any.
- e. To notify COUNTY in writing if the CONSULTANT's actual total cost of preparing the PROPOSAL will exceed the cost estimate set forth in section 5(a) and obtain

written approval of the increase from COUNTY. Upon written approval of the increased costs by COUNTY, SCVWA will invoice COUNTY for COUNTY's share of the increased cost.

#### Section 6. COUNTY Agrees:

- a. To pay the invoice within forty-five (45) days of receiving the invoice from the SCVWA.
- b. To cooperate in good faith with SCVWA and CONSULTANT in the preparation of the PROPOSAL.

#### Section 7. Indemnification.

- a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with, and in relative proportion to, its own negligence or willful misconduct under this MOA; provided, however, that no PARTY shall indemnify another PARTY for said other' PARTY's own negligence or willful misconduct.
- b. If any of PARTY pays in excess of its pro rata share based on its relative contribution as itemized in Table 1 of Exhibit A, in satisfaction of any liability arising out of this MOA, such PARTY shall be entitled to contribution from each of the other PARTIES; provided, however, that the right of contribution is limited to the amount paid in excess of the PARTY 's pro rata share and provided further that no PARTY may be compelled to make contribution beyond its own pro rata share of the entire liability; and provided that no PARTY shall indemnify another PARTY for that PARTY 's own negligence or willful misconduct.
- c. The PARTIES agree that any liability borne by or imposed upon any PARTY or PARTIES hereto as a result of this MOA that is not caused by or attributable to the negligence or willful misconduct of any PARTY shall be fully borne by all the PARTIES in accordance with their pro rata cost share, as set forth in this MOA.
- d. To the maximum extent permitted by law, the SCVWA shall require the CONSULTANT retained pursuant to this MOA to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the CONSULTANT's performance of its agreement with the SCVWA. In addition, the SCVWA shall require the CONSULTANT to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its elected and

appointed officers, employees, attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the CONSULTANT's work. These requirements will also apply to any subcontractors hired by the CONSULTANT.

#### Section 8. General Provisions.

- a. <u>Relationship of Parties.</u> The PARTIES are and shall remain at all times as to each other, wholly independent entities. No PARTY to this MOA shall have power to incur any debt, obligation, or liability on behalf of another PARTY unless expressly provided to the contrary by this MOA. No official, employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an official, agent, employee or officer of another PARTY. Each PARTY shall have no financial obligation to the other PARTIES of this MOA, except as herein expressly provided.
- b. <u>Binding Effect.</u> This MOA shall be binding upon and inure to the benefit of each Party to this MOA and its respective heirs, administrators, representatives, successors and assigns.
- c. <u>Amendment.</u> The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all PARTIES, through their designated representative as listed in Exhibit B, who have not terminated their interests herein or whose involvement has not terminated by reason of non-payment or default.
- d. <u>Waiver</u>. Waiver by any Party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- e. <u>Law to Govern; Venue.</u> This MOA shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- f. No Presumption in Drafting. The Parties to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or the PARTY causing it to be prepared, shall not apply.
- g. <u>Interpretation.</u> All Parties have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

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- h. <u>Entire MOU.</u> This MOA, including exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- i. <u>Severability.</u> If any term, provision, condition or covenant of this MOA is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this MOA shall be read and constructed without the invalid, void, or unenforceable provision(s).
- j. <u>Counterparts</u>. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOA as described in section 8(c).

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IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES	
By Mark Pestrella, Director of Public Works	11/14/20 Date
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	
By	6/23/20
/ Dénuty/	Date

SAN	TA CLARITA VALLEY WATER AGENCY		
Ву	Matthew G. Stone 1C50DE94EC6B485	10/6/2020	
·	Matthew G. Stone, General Manager	Date	
APPI	ROVED AS TO FORM:  DocuSigned by:		
Ву	Joe Byrne 800D7933C7204EC	10/19/2020	
	Joseph P. Byrne, General Counsel	Date	

#### **EXHIBIT A**

Table 1. USCR IRWM Plan Project List

Project Proponent	Project Name	Consultant Cost per Project	Total Cost per Proponent
County of Los Angeles	Hasley Canyon Stormwater Improvement Project	\$16,532	\$16,532
Santa Clarita Valley Sanitation District of Los Angeles	Valencia WRP Advanced Water Treatment Facilities	\$16,532	\$16,532
City of Santa Clarita	Newhall Memorial Park	\$16,532	\$33,064
City of Santa Clarita	Santa Clara River Arundo Removal Program	\$16,532	
SCVWA	Phase 2C Recycled Pipeline	\$16,532	\$33,064
SCVWA	PFAS Removal Program	\$16,532	***
		Total	\$99,192

**Table 2. Invoice Schedule** 

Project Proponent	Fiscal Year	Total
County of Los Angeles	2019-20	\$16,532

#### **EXHIBIT B**

#### **Responsible Agencies Representatives**

Los Angeles County Department of Public Works Stormwater Quality Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331 Representative: Mark Lombos

E-mail: mlombos@pw.lacounty.gov Phone: (626) 458-7143 Santa Clarita Valley Water Agency 27234 Bouquet Canyon Road Santa Clarita, CA 91350 Representative: Matthew G. Stone

Email: mstone@scvwa.org Phone: (661) 297-16000

# PROPOSITION 1 ROUND 1 IRWM SUBGRANT AGREEMENT BETWEEN SANTA CLARITA VALLEY WATER AGENCY AND COUNTY OF LOS ANGELES

This Proposition 1Round 1 Implementation Integrated Regional Water Management Subgrant Agreement ("AGREEMENT") is made between the SANTA CLARITA VALLEY WATER AGENCY (the "AGENCY" or "SCV WATER") and the County of Los Angeles (the "SUBGRANTEE"), regarding the approved grant-funded project component known as Hasley Canyon Park Stormwater Improvement Project (hereinafter, the "PROJECT COMPONENT"). AGENCY and SUBGRANTEE are sometimes individually referred to herein as a "PARTY" and are sometimes collectively referred to herein as the "PARTIES."

WHEREAS the Castaic Lake Water Agency, City of Santa Clarita, Los Angeles County Flood Control District, San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, Newhall County Water District, Santa Clarita Valley Sanitation District of Los Angeles County, Santa Clarita Water Division of the Castaic Lake Water Agency, and Valencia Water Company have, through a Memorandum of Understanding (March 2007), established the Upper Santa Clara River Watershed Integrated Regional Water Management Plan ("IRWM Plan") and a Regional Water Management Group in accordance with the Integrated Regional Water Management Planning Act of 2002;

WHEREAS on January 1, 2018, the Santa Clarita Valley Water Agency Act (SB 634, October 15, 2017) consolidated Castaic Lake Water Agency (including its Santa Clarita Water Division), Newhall County Water District, and Valencia Water Company into one entity operating as the "Santa Clarita Valley Water Agency";

WHEREAS, on or about April 8, 2019, the AGENCY was authorized, designated and requested by the Regional Water Management Group to prepare and submit a grant application to the California Department of Water Resources (hereinafter, the "State") for a Proposition 1 Round 1 IRWM Implementation Grant for component water enhancement projects in the Upper Santa Clara River IRWM Region, as specified in the IRWM Plan, to be carried out by various public agencies in the Santa Clarita Valley with authority and responsibility for water facilities and programs;

WHEREAS, the City of Santa Clarita, the County of Los Angeles, the Santa Clara River Conservancy, the Santa Clarita Valley Sanitation District of Los Angeles County, and the AGENCY all have current or pending projects within the suite of projects identified in the IRWM Plan;

WHEREAS, in accordance with the October 5, 2020 letter to the Agency, the State has approved the Proposition 1 Round 1 IRWM Implementation Grant application of the Upper Santa Clara River IRWM Plan, but requires that the Grant Agreement be entered into with a single eligible grant recipient that is a member of the Regional Water Management Group;

WHEREAS, the AGENCY is a member of the Regional Water Management Group, is an eligible grant recipient in accordance with the terms, provisions and requirements of the Proposition 1 Round 1 IRWM Implementation Grant Guidelines, is willing to serve as the single grantee under the Grant Agreement with the State and has entered into the Grant Agreement with the State.

HOA.103354881.1 27881.00100\34230883.1 AGENCY is now willing to enter into subgrant agreements with the other agencies for Stateapproved project components set forth in the IRWM Plan and grant application and is willing to act, with the assistance of Kennedy Jenks Consultants, Inc. (Grant Administration Consultant), to administer the Proposition 1 Round 1 IRWM Implementation Grant;

WHEREAS, the SUBGRANTEE now consents to and requests the AGENCY perform the function of grantee under the Proposition 1 Round 1 IRWM Implementation Grant for the limited purpose of providing SUBGRANTEE with its allocated portion of the Proposition 1 Round 1 IRWM Implementation Grant funds for the PROJECT COMPONENT;

WHEREAS, the PROJECT COMPONENT, for purposes of this AGREEMENT, specifically refers to and consists of a pretreatment chamber and infiltration gallery under the park field, and bioretention swales to be constructed along the south and east curbs of Quincy Street. The project will address water quality and water supply by diverting, treating, and infiltrating dry weather and stormwater flows from the 150-acre tributary watershed.

WHEREAS, the SUBGRANTEE wishes to continue construction and improvement on the PROJECT COMPONENT;

WHEREAS, the SUBGRANTEE is willing to meet all requirements under the Grant Agreement related to and concerning the PROJECT COMPONENT; and

WHEREAS, any PROJECT COMPONENT costs above the grant amount authorized for the PROJECT COMPONENT pursuant to the Grant Agreement are the responsibility of and will be provided by the SUBGRANTEE.

Now, therefore, for valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

- 1. AGENCY shall act as grantee under the Proposition 1 Round 1 Integrated Regional Water Management Grant Program, and shall administer the grant requirements as set forth in the Grant Agreement. The Grant Agreement between the AGENCY and the State, including its related Exhibits A through J, is incorporated by reference into this AGREEMENT, and is attached hereto as Exhibit 1. The AGENCY may contract with third parties for the administrative services called for in the Grant Agreement.
- The SUBGRANTEE shall fulfill all Local Project Sponsor responsibilities in the Grant Agreement. SUBGRANTEE as a Local Project Sponsor is required to comply with all of the terms of the Grant Agreement for THE PROJECT COMPONENT. If the SUBGRANTEE is in breach of the Grant Agreement then this AGREEMENT will terminate pursuant to Section 21.
- 3. AGENCY shall disburse State grant funds to SUBGRANTEE for work on THE PROJECT COMPONENT for eligible activities completed in accordance with the terms of the Grant Agreement ("PROJECT COSTS") contingent upon AGENCY'S receipt of grant funds for that work from the State. In accordance with Section 7 of the Grant Agreement, only work performed after the Final Award Date as defined in the Grant Agreement shall be eligible for reimbursement. Reasonable administrative expenses may be included as PROJECT COSTS and will depend on the complexity of the preparation, planning, coordination, construction, acquisitions, implementation and maintenance required for THE PROJECT COMPONENT. The AGENCY will not

- disburse funds for any costs or expenses incurred at any time by the SUBGRANTEE that are not eligible under the Grant Agreement or not carried out in accordance with the terms of the Grant Agreement.
- 4. SUBGRANTEE shall pay or cause to be paid and provide all required grant matching funds or in-kind matching services for THE PROJECT COMPONENT. The initial budget for THE PROJECT COMPONENT is set forth in Exhibit B of the Grant Agreement, and that initial budget may be adjusted in accordance with the Grant Agreement.
- 5. SUBGRANTEE shall be responsible for obtaining, or demonstrating compliance with any and all applicable requirements for any and all permits, licenses, and approvals necessary for THE PROJECT COMPONENT and as may be further set forth in the Grant Agreement, including those necessary for the design, construction, or operation and maintenance of THE PROJECT COMPONENT. SUBGRANTEE shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental review, procurement, and safety laws, rules, regulations, and ordinances.

#### 6. Disbursement Process.

- a. The SUBGRANTEE may hire contractors, consultants and subcontractors to complete THE PROJECT COMPONENT. The SUBGRANTEE is responsible for the selection and compensation of any subcontractors hired to assist with the completion of THE PROJECT COMPONENT, as further set forth in Sections 9, 10, 19 and 32 of this AGREEMENT.
- b. The SUBGRANTEE shall submit invoices to the AGENCY for all eligible PROJECT COSTS, including subcontractor invoices. Each SUBGRANTEE invoice shall clearly delineate those costs claimed for disbursement from the State's Grant Amount, and those costs that represent the SUBGRANTEE's funding match.
- c. The AGENCY shall submit invoices received from the SUBGRANTEE for eligible PROJECT COSTS to the State for disbursement in accordance with the Grant Agreement.
- d. Following the review of each invoice, the State will disburse to the AGENCY the approved amount subject to the availability of funds through normal State processes. Within thirty (30) days of receipt of funds from the State, the AGENCY shall forward these funds to the SUBGRANTEE. All funds disbursed by the State under the Grant Agreement for purposes of THE PROJECT COMPONENT and all related interest earned by the AGENCY shall be used solely to pay eligible PROJECT COSTS.
- 7. AGENCY shall timely submit to the State invoices, reports, and assurances received from SUBGRANTEE prepared to meet the accounting, reporting and other requirements in the Grant Agreement for THE PROJECT COMPONENT.

a. <u>Accounting and Deposit of Grant Disbursement; Separate</u>
Accounting of Grant Disbursement and Interest Records:

#### SUBGRANTEE shall:

- Account for the funds and in-kind services disbursed and contributed pursuant to this AGREEMENT separately from all other funds and services.
- 2. Maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices.
- 3. Keep complete and accurate records of any and all receipts, disbursements, and interest earned on expenditures of funds related to THE PROJECT COMPONENT.
- 4. Require its contractors, consultants, and subcontractors, or others employed in connection with THE PROJECT COMPONENT to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the AGENCY or State at all reasonable times.
- b. Fiscal Management Systems and Accounting Standards: SUBGRANTEE's fiscal control and accounting procedures shall be maintained in a manner sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law, this AGREEMENT or the Grant Agreement.
- c. <u>Disposition of Money Disbursed:</u> All money disbursed pursuant to this AGREEMENT shall be deposited, administered, and accounted for pursuant to the provisions of the Grant Agreement and all applicable law.
- d. Remittance of Unexpended Funds: SUBGRANTEE shall remit to AGENCY any unexpended funds that were disbursed to SUBGRANTEE under this AGREEMENT and were not used to pay PROJECT COSTS within a period of forty-five (45) calendar days from the final disbursement from the AGENCY of funds or, within thirty (30) calendar days of the expiration of this AGREEMENT, whichever comes first.
- e. <u>Submission of Reports</u>: All reports required to be prepared by SUBGRANTEE in accordance with this AGREEMENT or the Grant Agreement shall be submitted to the AGENCY's Project Manager for THE PROJECT COMPONENT. The submittal by the SUBGRANTEE, and the approval by the State and/or the AGENCY, of all reports is a conditional requirement for the initial and continued disbursement of State funds pursuant to this AGREEMENT and the Grant Agreement. All reports shall be submitted by SUBGRANTEE in electronic form, shall meet generally accepted professional standards for technical reporting, and shall be proofread for content and accuracy before submission. SUBGRANTEE shall promptly provide any additional information requested by the State or the AGENCY for approval of reports. Reports shall be presented in the formats described in Exhibit F of the

Grant Agreement. Each report shall meet the requirements of Section 14 and Exhibit F of the Grant Agreement.

- 1. <u>Progress Reports</u>: SUBGRANTEE shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds under Section 5.B. the Grant Agreement. The reporting period shall not exceed one quarter in length. Upon request by the AGENCY's Project Manager and/or Grant Administration Consultant, the SUBGRANTEE's progress reports shall be submitted via e-mail or other designated mode of submission.
- Project Completion Reports: Within sixty (60) calendar days of completion of all project tasks for THE PROJECT COMPONENT, SUBGRANTEE shall submit to the AGENCY a Project Completion Report, which Report shall comply with the requirements of Section 14 of the Grant Agreement.
- 3. <u>Project-Performance Reports</u>: Within sixty (60) calendar days after the first operational year of the PROJECT COMPONENT has elapsed, SUBGRANTEE shall submit a Project-Performance Report to the AGENCY, which Report shall comply with the requirements of Section 14 of the Grant Agreement.
- 8. AGENCY shall maintain accounts for THE PROJECT COMPONENT in accordance with the Grant Agreement.
- 9. SUBGRANTEE shall carry out, build and/or perform THE PROJECT COMPONENT in accordance with all requirements for THE PROJECT COMPONENT as set forth in the Grant Agreement.
  - a. SUBGRANTEE shall fulfill all assurance, declarations, representations and commitments made by SUBGRANTEE in support of SUBGRANTEE's request for grant funds.
  - b. SUBGRANTEE shall satisfy and comply with all requirements and limitations of the Grant Agreement for THE PROJECT COMPONENT. SUBGRANTEE shall timely submit to the AGENCY all invoices, reports, and assurances needed to meet the accounting, reporting and other requirements in the Grant Agreement for THE PROJECT COMPONENT.
  - c. SUBGRANTEE shall immediately provide notice to AGENCY's representative in the event SUBGRANTEE wishes to alter the schedule, materials, methods or deliverables related to THE PROJECT COMPONENT as set forth in the Grant Agreement. AGENCY shall timely forward SUBGRANTEE's request for alteration to the State for its consideration.
  - d. As AGENCY is acting as grantee under the Grant Agreement, SUBGRANTEE's questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement shall be directed to the AGENCY's representatives for resolution with the State.

- 10. <u>Labor Certification</u>: SUBGRANTEE, its contractors and subcontractors shall comply with any and all applicable provisions of the California Labor Code (Section 1720 et seq.) regarding payment of prevailing wages for public works projects. At the request of AGENCY, SUBGRANTEE shall promptly submit evidence of compliance upon request from the AGENCY or the State.
- 11. <u>Drug-Free Workplace</u>. SUBGRANTEE, its contractors and subcontractors shall comply with any and all applicable requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and shall promptly submit evidence of compliance upon request from the AGENCY or the State.
- 12. <u>Notification of AGENCY</u>. SUBGRANTEE shall promptly notify the AGENCY in writing of the occurrence of any event specified in Section 18 of the Grant Agreement between the State and the AGENCY.
- 13. <u>Disposition of Equipment</u>: Not less than forty-five (45) days before submission of its final invoice to the AGENCY, SUBGRANTEE shall provide to the AGENCY a final inventory of equipment purchased with grant funds provided by the State in accordance with this AGREEMENT and the Grant Agreement. SUBGRANTEE shall consult with the AGENCY on the scope of the inventory not less than seventy-five (75) days before the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within sixty (60) days of receipt of the inventory of equipment, the State will provide the AGENCY with a list of the items on the inventory to which the State will take title. All other items shall become the property of SUBGRANTEE. The State will arrange for delivery from SUBGRANTEE of items to which the State will take title in accordance with Exhibit D of the Grant Agreement. Cost of transportation, if any, will be borne by State.
- 14. Duty to Indemnify, Defend and Hold Harmless: To the fullest extent permitted by law, the SUBGRANTEE shall indemnify, defend and hold harmless under this Section 14 the State and the AGENCY, and their respective elected officials, directors, officers, agents, employees, assigns, contractors, subcontractors, consultants and attorneys from and against all suits, actions, claims, proceedings, damages, losses, expenses, and other costs, arising out of or resulting from or in connection with SUBGRANTEE's performance under this AGREEMENT or the Grant Agreement, or any challenge of any environmental review undertaken for THE PROJECT COMPONENT, or any event(s) covered by Section 23 of this AGREEMENT, or any negligent or wrongful act or omission of the SUBGRANTEE, or its elected officials, directors, officers, employees, agents, assigns, contractors, subcontractors, or consultants. Liabilities covered by SUBGRANTEE's duties under this Section 14 include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

SUBGRANTEE'S duties under this Section 14 extend through final judgment of any suits, actions, claims, or proceedings, including exhaustion of any appeals.

a. The SUBGRANTEE's obligation to indemnify, defend and hold harmless under this Section 14 applies except upon a determination by a court or other tribunal of competent jurisdiction that SUBGRANTEE's liability was caused,

in whole or in part, by the negligence or willful misconduct of an indemnified party. Where an allegation of comparative negligence or willful misconduct has been made by SUBGRANTEE and legal counsel for the parties determine that a conflict exists between providing a defense and pursuing the allegation of comparative negligence or willful misconduct, SUBGRANTEE and the affected indemnified party may select separate counsel of their choosing. Upon such a determination of negligence or willful misconduct, SUBGRANTEE 'S obligations under this Section 14, including the cost of defense, shall be reduced in proportion to the established comparative liability of the indemnified party, and SUBGRANTEE and the affected indemnified party shall be entitled to be reimbursed from each other for the reasonable cost of its separate counsel in proportion to the established comparative liability of the affected parties.

- b. The review, acceptance or approval of the SUBGRANTEE's work or work product by any indemnified party shall not affect, relieve or reduce SUBGRANTEE's indemnification or defense obligations under this Section 14. This Section 14 survives completion of the work or the termination of this AGREEMENT or the Grant Agreement. The provisions of this Section are not limited by and do not affect the provisions of this AGREEMENT or the Grant Agreement relating to insurance.
- 15. AGENCY guarantees that all funds it receives for THE PROJECT COMPONENT from the State under the Grant Agreement shall solely and exclusively be used for the purposes set out in this AGREEMENT for THE PROJECT COMPONENT; provided, however, that the AGENCY shall not be responsible for any funds paid out as a result of fraud, forgery, misrepresentation or other illegal activity.
- 16. AGENCY shall have no obligation or other responsibility for operation or maintenance of, or insurance for, THE PROJECT COMPONENT.
- 17. AGENCY is not acting as a surety. This AGREEMENT is not a performance, payment, completion or labor and materials bond. AGENCY does not guarantee, represent or warrant that construction of THE PROJECT COMPONENT will proceed, be completed, or that the grant funds for THE PROJECT COMPONENT will be sufficient to meet incurred expenses by the SUBGRANTEE.
- 18. AGENCY does not guarantee, represent or warrant the plans and specifications for THE PROJECT COMPONENT. AGENCY does not guarantee, represent or warrant any estimated construction costs or budgets for THE PROJECT COMPONENT as set forth in either the grant application or the Grant Agreement. AGENCY shall have no obligation or responsibility for any aspect of bidding or the selection of contractors or subcontractors to perform any aspect of the work for THE PROJECT COMPONENT under this AGREEMENT or the Grant Agreement. Instead, AGENCY is only acting as a conduit for: (1) the transfer of grant funds from the State to SUBGRANTEE for THE PROJECT COMPONENT in furtherance of the Grant Agreement, and (2) the transmission of invoices, reports, financial information, disclosure assurances and other information from the SUBGRANTEE to the State in furtherance of the Grant Agreement.

- 19. AGENCY does not guarantee, represent or warrant that it will pay any invoice submitted by SUBGRANTEE until funds for approved invoices have actually been transmitted by the State to the AGENCY. AGENCY assumes no obligation or liability of any nature to any person, company or entity, including but not limited to, SUBGRANTEE or its contractors, subcontractors or consultants for any delay(s) by the State in approval or transmittal of grant funds to the AGENCY for THE PROJECT COMPONENT.
  - a. SUBGRANTEE agrees that it shall return any audit disallowance related to THE PROJECT COMPONENT, as provided in Exhibit D of the Grant Agreement, to the AGENCY for transmission to the State.
- 20. The SUBGRANTEE shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with THE PROJECT COMPONENT without prior permission of State and only after thirty (30) days written notice to the AGENCY, for the useful life of THE PROJECT COMPONENT. SUBGRANTEE shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of SUBGRANTEE to meet its obligations under this AGREEMENT and the Grant Agreement, without prior written permission of State and the AGENCY. State may require that the proceeds from the disposition of any real or personal property be remitted to State, but in no event shall the SUBGRANTEE be required to remit proceeds in excess of the amount of the grant funds provided by the State, as set forth in Exhibit B of the Grant Agreement.
- 21. The PARTIES agree that if SUBGRANTEE abandons THE PROJECT COMPONENT in any way, or fails to cure any breach of this AGREEMENT within thirty (30) days of receipt of Notice of Breach from the AGENCY, then the AGENCY may, in its sole discretion, serve written notice to SUBGRANTEE that the AGENCY intends to terminate this AGREEMENT in thirty (30) days. Thereafter, if the breach is not timely and reasonably cured, the AGENCY may terminate this AGREEMENT upon a final written notice of termination.
  - a. If this AGREEMENT is terminated, SUBGRANTEE shall, upon demand, immediately repay to AGENCY an amount equal to the amount of grant funds disbursed to SUBGRANTEE, with interest, equal to the State of California general obligation bond interest rate in effect at the time of the termination, on all amounts due, as provided in Section 12 of the Grant Agreement.
  - b. Disputes: If the State disputes an invoice, payment will not be made until the dispute is resolved to the satisfaction of the State, and a corrected invoice is submitted, as provided in Exhibit D of the Grant Agreement. Any claim by SUBGRANTEE regarding the performance of this AGREEMENT shall be submitted to the AGENCY's Project Manager and to the State within thirty (30) calendar days of SUBGRANTEE's knowledge of the claim. The State and the AGENCY, in cooperation with the SUBGRANTEE, shall then attempt to negotiate a resolution of such claim.
- 22. The PARTIES agree that if any applicable federal or state budget act of the current year and/ or any subsequent year(s) does not appropriate sufficient grant funds for THE PROJECT COMPONENT in accordance with this AGREEMENT and the Grant

Agreement, then this AGREEMENT shall be of no force and effect unless and until sufficient grant funds are appropriated, and this AGREEMENT shall terminate if the Grant Agreement is canceled by the State. In such an event, except for those monies already received from the State and approved for payment for work on THE PROJECT COMPONENT, the AGENCY shall have no obligation or liability of any nature to transmit any funds to SUBGRANTEE for THE PROJECT COMPONENT.

- 23. AGENCY shall not be responsible for securing insurance protection against loss or damage to THE PROJECT COMPONENT and any pre-purchased materials from any source, including but not limited to the following: fire, earthquake, vandalism and theft. AGENCY shall have no obligation or liability of any nature for any loss or damage to SUBGRANTEE or any other person, company or entity resulting from the failure to secure any such insurance. SUBGRANTEE shall provide all insurance required for THE PROJECT COMPONENT in accordance with the requirements of the Grant Agreement.
- 24. Subject to other terms and conditions of this AGREEMENT and the Grant Agreement, upon completion of construction or performance of THE PROJECT COMPONENT or termination of this AGREEMENT, the AGENCY shall disburse to SUBGRANTEE any remaining funds in the account approved and provided by the state for payment to SUBGRANTEE to cover eligible PROJECT COSTS incurred by SUBGRANTEE, which have not already been disbursed by AGENCY to SUBGRANTEE.
- 25. SUBGRANTEE shall proceed with all reasonable diligence in: (i) the commencement and completion of THE PROJECT COMPONENT; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for THE PROTECT COMPONENT; and (iii) submittal of requests for payment in full compliance with Section 9 of the Grant Agreement.
- 26. SUBGRANTEE shall not assign this AGREEMENT to any third party, except as agreed to in writing by both the State and the AGENCY.
- 27. Should any provision of this AGREEMENT be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this AGREEMENT. This AGREEMENT is only for the benefit of the PARTIES and not for the benefit of any third party, other than the State.
- 28. Changes to the authorized signature(s) of the SUBGRANTEE shall be accomplished by written notice from SUBGRANTEE to the AGENCY.
- 29. SUBGRANTEE shall ensure that any and all activities carried out in connection with THE PROJECT COMPONENT that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76, commencing with Section 10780) of Division 6 of the Water Code). SUBGRANTEE shall further ensure that any and all activities carried out in connection with THE PROJECT COMPONENT that may affect any surface or groundwater quality shall include a monitoring component that allows the integration of data into statewide, regional and/or local monitoring efforts, including, where applicable, the surface water ambient monitoring program carried out by the State Water Resources Control Board or other

- monitoring programs administered by the Regional Water Quality Control Board or other regulatory agency.
- 30. Nothing in this AGREEMENT shall create any contractual relationship between the AGENCY and any employee, agent, assign, contractor, subcontractor or consultant of the SUBGRANTEE. As further set forth in Section 14 of this AGREEMENT, SUBGRANTEE agrees to be fully responsible to the AGENCY for the acts and omissions of its elected officials, directors, officers, employees, agents, assigns, contractors, subcontractors, consultants and any other person, company or entity either directly or indirectly employed by them or by SUBGRANTEE. SUBGRANTEE's obligation to pay its elected officials, directors, officers, employees, agents, assigns, contractors, subcontractors, consultants or other persons or entities is independent of the obligation of the State to transmit funds to the AGENCY, and AGENCY's obligation to transmit funds to SUBGRANTEE under the Grant Agreement and this AGREEMENT. As a result, the AGENCY shall have no obligations or liability of any nature to pay any monies to any person, company or entity either directly or indirectly employed by SUBGRANTEE.
- 31. SUBGRANTEE agrees that, at SUBGRANTEE's sole expense, SUBGRANTEE shall ensure that the AGENCY, including its elected officials, directors, officers, employees, contractors, subcontractors, consultants, agents and volunteers shall be named as additional insured, and insured in the same amount as SUBGRANTEE, on all insurance policies which SUBGRANTEE is required to obtain pursuant to the Grant Agreement. SUBGRANTEE agrees to provide AGENCY with written documentation that the additional insured parties have been so named on all insurance policies which SUBGRANTEE is required to obtain pursuant to the Grant Agreement.
- 32. Except as otherwise provided in this AGREEMENT, the term of this AGREEMENT shall be the same as, and coincide with, the term of the Grant Agreement.

#### 33. Record Retention:

- a. For five years after completion of THE PROJECT COMPONENT or as otherwise required by the Grant Agreement, the AGENCY shall retain a copy of records of: (i) AGENCY deposits into, and disbursements from, accounts for THE PROJECT COMPONENT; (ii) requests for payment received from SUBGRANTEE; and (iii) AGENCY inspection of SUBGRANTEE requests for payment on THE PROJECT COMPONENT. Upon prior written request from the State or SUBGRANTEE, the AGENCY shall provide the State or SUBGRANTEE reasonable access to inspect such records on AGENCY premises during normal business hours.
- b. SUBGRANTEE shall retain all records pertaining to matters addressed in this AGREEMENT for a period of not less than five (5) years after submission of the Project Performance Report described in Section 7 of this AGREEMENT. Upon prior written request from the State or the AGENCY, SUBGRANTEE shall provide the State or the AGENCY reasonable access to inspect such records on SUBGRANTEE premises during normal business hours.
- 34. Each of the PARTIES represents and warrants that each person signing this AGREEMENT on behalf of that PARTY has legal authority to sign this AGREEMENT, and bind that PARTY.

35. Any and all notice(s) provided pursuant to this AGREEMENT shall be sent by United States mail and by electronic transmission to the following representatives for the PARTIES:

#### SUBGRANTEE:

County of Los Angeles
Department of Public Works
Stormwater Quality Division, 11<sup>th</sup> Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
ATTN: Paul Alva, Assistant Deputy Director
palva@pw.lacounty.gov

#### AGENCY:

Santa Clarita Valley Water Agency 27234 Bouquet Canyon Road Santa Clarita, CA 91350 ATTN: Matthew G. Stone, General Manager mstone@scvwa.org

The PARTIES may change representatives upon written notice to the other PARTY in accordance with the notice procedures of this Section 35.

- 36. This AGREEMENT is entered into, and shall be construed and interpreted in accordance with, the laws of the State of California. If any action is brought to interpret or enforce any provision of this AGREEMENT, the action shall be brought in state court in Los Angeles County, California.
- 37. This AGREEMENT has been negotiated between the PARTIES and shall not be construed against any PARTY as the drafting PARTY.
- 38. This AGREEMENT will be considered binding and effective when it has been fully executed by the PARTIES. This AGREEMENT may be executed in counterpart originals, with all counterparts taken as a whole constituting one complete AGREEMENT.

Dated: _	10/20/2021	SANTA CLARITA VALLEY WATER AGENCY	
		By: Matthew & Stone  Matthew G. Stone	
		General Manager	

Approved as to Form:

Best, Best & Krieger, LLP

By: Joe Byrue

Joseph Byrne, Esq. General Counsel

10/19/2021 Dated: \_\_\_\_\_

**COUNTY OF LOS ANGELES** 

Approved as to Form:

RODRIGO A. CASTRO-SILVA

Los Angeles County Counsel

### **EXHIBIT 1**

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND SANTA CLARITA VALLEY WATER AGENCY AGREEMENT NUMBER 4600013902 PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT

# GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND SANTA CLARITA VALLEY WATER AGENCY AGREEMENT NUMBER 4600013902 PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the **Santa Clarita Valley Water Agency**, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in **Exhibit A**, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) <u>TERM OF GRANT AGREEMENT.</u> The term of this Grant Agreement begins on **September 24, 2020** through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by **December 31, 2025**, in accordance with the Schedule as set forth in **Exhibit C** and no funds may be requested after **March 31, 2026**.
- 3) <u>GRANT AMOUNT.</u> The maximum amount payable by the State under this Grant Agreement shall not exceed **\$10.582,640**.
- 4) <u>GRANTEE COST SHARE.</u> The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in **Exhibit B** (Budget). Local Cost Share may include Eligible Project Costs directly related to **Exhibit A** incurred after **January 1, 2015**.
- 5) BASIC CONDITIONS.
  - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
    - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
    - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such projects could be eligible under the next round of grant solicitation.
  - B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

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- The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines).
- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and **Exhibit A**, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
  - 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in **Exhibit A** of this Grant Agreement.
  - 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
    - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
    - b) Documents that satisfy the CEQA process are received by the State,
    - c) The State has completed its CEQA process as a Responsible Agency, and
    - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) <u>DISBURSEMENT OF FUNDS.</u> The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) <u>ELIGIBLE PROJECT COST.</u> The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and **Exhibit B**, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related

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to the Project included in this Agreement. Costs incurred beginning **September 24, 2020** (Final Award date) may be eligible for reimbursement.

Costs that are <u>not eligible</u> for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources for ongoing programs.
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

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Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in **Exhibit B**, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
  - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the address provided in Paragraph 21.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
  - A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in **Exhibit I**) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

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- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
  - i. Descriptive information of each project with an update on project status
  - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
  - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
  - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
  - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
  - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
    - An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
    - An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
    - 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
    - 4. Proof of distribution of advanced funds to LPS(s), if applicable.

#### **ENCLOSURE B**

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- v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in **Exhibit A**, the State will reject the claim and remove them from the Accountability Report.
- E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) <u>REPAYMENT OF ADVANCES.</u> The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
  - A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
  - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
  - C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
  - D. Failure to deposit funds in a non-interest-bearing account.
  - E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
  - F. Inappropriate use of funds, as deemed by DWR.
  - G. Repayment amounts may also include:
    - i. Actual costs incurred which are not consistent with the activities presented in **Exhibit A**, not supported, or are ineligible.
    - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) <u>WITHHOLDING OF DISBURSEMENTS BY THE STATE.</u> If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this

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Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

- 12) <u>DEFAULT PROVISIONS</u>. The Grantee shall be in default under this Grant Agreement if any of the following occur:
  - A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
  - B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
  - C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
  - D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
  - E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
  - F. Failure to routinely invoice the State pursuant to Paragraph 8.
  - G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

- 13) <u>CONTINUING ELIGIBILITY.</u> The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:
  - A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
  - B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
  - C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
  - D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.

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E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.

- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- 14) <u>SUBMISSION OF REPORTS.</u> The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of **Exhibit F**, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
  - A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
  - B. <u>Accountability Report:</u> The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
  - C. <u>Project Completion Report:</u> The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in **Exhibit A**. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in **Exhibit F**.
  - D. <u>Grant Completion Report:</u> Upon completion of all the Projects included in **Exhibit A**, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in **Exhibits A**, and **F**. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
  - E. <u>Post-Performance Reports:</u> The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such

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maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in **Exhibit F**, and follow the guidance provided in **Exhibit J**, "Project Monitoring Plan Guidance."
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
  - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
  - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - A. By delivery in person.

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- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 20) <u>PERFORMANCE EVALUATION.</u> Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 21) <u>PROJECT REPRESENTATIVES.</u> The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources	Santa Clarita Valley Water Agency
Arthur Hinojosa Chief, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236-0001 Phone: (916) 653-4736 Email: Arthur.Hinojosa@water.ca.gov	Matthew G. Stone General Manager 27234 Bouquet Canyon Drive Santa Clarita, CA 91350 Phone: (661) 297-1600 Email: mstone@scvwa.org

Direct all inquiries to the Project Manager:

Department of Water Resources	Santa Clarita Valley Water Agency
Tanya Meeth Engineering Geologist P.O. Box 942836 Sacramento, CA 94236-0001 Phone: (916) 651-9227 Email: Tanya.Meeth@water.ca.gov	Cheryl Fowler Management Analyst II 27234 Bouquet Canyon Drive Santa Clarita, CA 91350 Phone: (661) 513-1260 Email: cfowler@scvwa.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following **Exhibits** are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B - Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

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Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA	SANTA CLARITA VALLEY WATER
DEPARTMENT OF WATER RESOURCES	AGENCY
	Matthew G. Stone
Arthur Hinojosa	Matthew G. Stone
Chief, Division of Regional Assistance	General Manager
Date	Date

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#### **EXHIBIT A**

#### **WORK PLAN**

#### PROPOSITION 1 ROUND 1 UPPER SANTA CLARA RIVER IRWM IMPLEMENTATION GRANT

#### **PROJECT 1: Grant Administration**

**IMPLEMENTING AGENCY:** Santa Clarita Valley Water Agency (SCVWA)

**PROJECT DESCRIPTION:** The Regional Water Management Group authorized SCVWA to act as the Grantee for the Proposition 1, Round 1 IRWM Implementation Grant. The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration.

The Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

#### **Budget Category (a): Project Administration**

#### Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

#### Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

#### Deliverables:

Quarterly Invoices and associated backup documentation

#### Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. SCVWA will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report. Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in **Exhibit F** of this Agreement.

#### **Deliverables:**

- Quarterly Progress Reports
- Grant Completion Report

#### **ENCLOSURE B**

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## PROJECT 2: Valencia Water Reclamation Plant Advanced Water Treatment (AWT) Facility Enhanced Membrane System (EMS) Project

**IMPLEMENTING AGENCY:** Santa Clarita Valley Sanitation District (SCVSD)

**PROJECT DESCRIPTION:** To achieve the waste load allocations assigned by the Upper Santa Clara River (USCR) Chloride Total Maximum Daily Load (TMDL), SCVSD has adopted a multi-pronged approach that includes source control (including a complete ban on sewer discharges from automatic water softeners), ultraviolet disinfection (UV) at the Saugus and Valencia Water Reclamation Plants (WRPs), and advanced water treatment (AWT) with brine management via limited trucking at the Valencia WRP. The centerpiece of the advanced water treatment (AWT) facility is an enhanced membrane system (EMS) using a High Efficiency Reverse Osmosis (HERO) system for chloride removal and brine concentration.

The overall AWT facility consists of microfiltration (MF), nanofiltration (NF), ion exchange, pH control, reverse osmosis (RO), pumps, chemical storage facilities to support membrane cleanings, a decarbonator for post-RO pH adjustment, and other ancillary equipment. The EMS project is a component of the overall AWT Facility, whereby this component will remove the required chloride load based on WRP chloride loadings from a portion of the plant's flow under a variety of scenario conditions (including drought and severe drought conditions), resulting in a reduction of up to 47 mg/L of chloride. Brine will be transported via truck to the Joint Water Pollution Control Plant (JWPCP) in Carson, CA for treatment and ocean discharge.

For this grant agreement, the project scope has been limited to solely furnishing the EMS equipment and providing startup/commissioning services from the EMS equipment supplier. The EMS equipment includes all pumps, cartridge filters, injection assemblies (scale inhibitor and caustic), sampling systems, storage tanks, weak acid cation (WAC) units, decarbonator fan and tank systems, ion exchange tanks/accessories, EMS RO feed analyzer equipment, nitrogen generation system, and RO trains for the primary, secondary and recovery stages.

#### **Budget Category (a): Project Administration**

#### Task 1: Project Management

This task includes the management of the Project and grant agreement, including agreement execution activities, including financial statements and the project-specific Environmental Information Form, compliance with grant requirements; preparation and submission of supporting grant documents; and coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the Project, such as coordinating with partnering agencies, and managing consultants/contractors.

#### Deliverables:

- DWR Environmental Information Form (EIF)
- Financial Statements
- Invoices and associated backup documentation

#### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in **Exhibit F** of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The Final Report will be prepared addressing DWR comments. The report shall be prepared and presented in accordance with guidance as outlined in **Exhibit F**.

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#### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

#### **Budget Category (b): Land Purchase/Easement**

#### Task 3: Easement

SCVSD owns the land on which the AWT Facility (including the EMS) will be constructed. In addition, the SCVSD obtained approval to stage construction of the AWT Facility by entering into a Property Use Agreement (Construction Staging for AWTF/UV Facilities at the Valencia WRP) with the owner of the real property adjacent to the Valencia WRP (Newhall Land & Farming). This agreement took effect on August 9, 2018 and will expire on June 30, 2022. However, SCVSD has the option to extend the Property Use Agreement by one year, if necessary.

#### **Deliverables:**

- Property Use Agreement
- · All easement documents as required

#### Budget Category (c): Planning/Design/Engineering/Environmental Documentation

#### Task 4: Feasibility Studies

Several studies/documents have been conducted and are available regarding the AWT Facility EMS Project. Studies include: The Regional Water Quality Control Board, Los Angeles Region (LARWQCB) study, and two technical memoranda prepared for SCVSD by Trussell Technologies.

#### **Deliverables:**

Feasibility Study Reports (upon request)

#### Task 5: CEQA Documentation

SCVSD has completed all necessary steps to comply with CEQA, including certification of final environmental documents. Any legal challenges will be described in the Legal Challenges letter that will be prepared and submitted to DWR.

Completed CEQA documents include: An Environmental Impact Report (EIR), a Supplemental EIR (SEIR), and a Recirculated EIR (REIR), certified by the SCVSD Board in October 2013, March 2016, and August 2017, respectively.

#### **Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter to DWR

#### Task 6: Permitting

The LARWQCB adopted the most recent Waste Discharge Requirements (WDRs)/National Pollutant Discharge Elimination System (NPDES) permit (Order No. R4-2015-0071) for the Valencia WRP in April 2015. The Valencia WRP is currently operating under these WDRs and NPDES permit. An application for renewed WDRs and NPDES permit was submitted to the LARWQCB in November 2019 and on April 20, 2020, the LARWQCB administratively extended the existing Order No. R4-2015-0071 until new WDRs and NPDES permit are adopted. The LARWQCB also granted coverage under the NPDES General Permit for

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Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-009-DWQ as amended by Order No. 2009-0014-DWQ) by approving the SCVSD's Stormwater Pollution Prevention Plan (SWPPP) in April 2019. In addition, the South Coast Air Quality Management District (SCAQMD) issued a Permit-to-Construct for the AWT Facility.

#### Deliverables:

Permits as required

#### Task 7: Design

Design of the AWT Facility is complete and has been outlined in the Basis of Design Report (BODR). In addition, contract drawings and special provisions (i.e., specifications) have also been developed.

#### **Deliverables:**

- Basis of Design Report
- 100% Design Plans and Specifications

#### Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

#### **Deliverables:**

Project Monitoring Plan

#### **Budget Category (d): Construction/Implementation**

#### Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. This task is complete.

#### Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

#### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

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#### **Deliverables:**

- DWR Certificate of Project Completion
- Valencia AWT Facility Baseline Schedule
- Record Drawings

#### Task 11: Construction

This task includes furnishing the EMS equipment, providing EMS supplier field services, successful startup of EMS equipment, and completion of the EMS within the context of the larger AWT Facility Project. This task has been subdivided into four (4) subtasks below.

- 11(a) <u>EMS Signed Contract:</u> This subtask includes a signed agreement between the general contractor and EMS equipment supplier to supply all EMS equipment, commissioning/start-up services, operator training, Programmable Logic Controller (PLC) Programming services and a two-year guarantee.
- 11(b) <u>Delivery of EMS Equipment:</u> This subtask includes delivery of all EMS materials and equipment described. Each part will be factory tested, and the results will be submitted to the SCVSD for approval.
- 11(c) <u>Start-up:</u> This subtask includes the commissioning and uninterrupted operation of EMS equipment (including the larger AWT facility) for consecutive 30 days. In addition, this task requires completion of all operations and maintenance training.
- 11(d) <u>Contract Completion</u>: This subtask represents completion of all work specified in the Special Provisions of the construction contract. Once attained, the SCVSD Board of Directors will approve and accept work and direct the Chief Engineer and General Manager of the SCVSD to execute and record a Notice of Completion.

#### Deliverables:

- Photographic Documentation of Progress
- Notice of Completion

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#### PROJECT 3: Mapping and Managing Invasive Weeds in the Santa Clara River Watershed Project

IMPLEMENTING AGENCY: Santa Clara River Conservancy and City of Santa Clarita

**PROJECT DESCRIPTION:** This project will address the infestation of invasive plants, primarily Arundo donax (Arundo), in the Santa Clara River (SCR) watershed. The watered is approximately 1,634 square miles and crosses Los Angeles and Ventura Counties. Arundo occupies over 1,200 acres in the Santa Clara River floodplain, of which roughly 500 acres is in Los Angeles County in the Upper Santa Clara River IRWM Region.

The Project develops a comprehensive process to prioritize removal and management of these invasive plants and consists of three stages: 1) process and analyze existing remote sensing Light Detection And Ranging (LiDAR) data to map current vegetation status, prioritize locations for weed management, and characterize distribution of non-native (and native) vegetation and physical traits in the SCR floodplain, with site surveys to validate vegetation classification for distinct polygons; 2) create a tool to guide site prioritization for Arundo removal; and 3) implement Arundo removal on the resulting high-prioritized site locations of at least 10 acres.

Project benefits include: Habitat restoration through removal of Arundo (at least 10 acres); and an estimated 11.75 AF/acre of water that would otherwise be consumed by Arundo (resulting in 117 to 235 AFY) – that will increase the amount of water within the river available for environmental uses, and on a large-scale, provide positive impacts to groundwater recharge.

#### **Budget Category (a): Project Administration**

#### Task 1: Project Management

This task includes the management of the Project and grant agreement, including agreement execution activities, including financial statements and the project-specific Environmental Information Form, compliance with grant requirements; preparation and submission of supporting grant documents; and coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the Project, such as coordinating with partnering agencies, and managing consultants/contractors.

#### **Deliverables:**

- DWR Environmental Information Form (EIF)
- Financial Statements
- Invoices and associated backup documentation

#### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in **Exhibit F** of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The Final Report will be prepared addressing DWR comments. The report shall be prepared and presented in accordance with guidance as outlined in **Exhibit F**.

#### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

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#### **Budget Category (b): Land Purchase/Easement**

#### Task 3: Land Purchase/Easement

If the Arundo removal area that is prioritized is part of the City of Santa Clarita property, then permission exists currently for site access. The Santa Clara River Arundo Task Force includes most major land holders of river property. They are amendable to Arundo removal, but legal access will need to be acquired.

#### **Deliverables:**

Land Access Agreements (if necessary)

#### Budget Category (c): Planning/Design/Engineering/Environmental Documentation

#### Task 4: Feasibility Studies

All planning and preliminary design efforts, including feasibility analyses have been completed.

#### **Deliverables (upon request):**

- Santa Clara River Arundo Removal Plan (SCARP)
- Santa Clarita Site Specific Plan

#### Task 5: CEQA Documentation

The City of Santa Clarita and the Ventura County Resource Conservation District (VCRCD) completed an EIR for this project and submitted the Notice of Determination to the Office of Planning and Research in March of 2006.

#### Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

#### Task 6: Permitting

This project plans to utilize the Upper Santa Clara River Arundo/Tamarisk Removal Program (SCARP) programmatic permits held by the VCRCD. The permits include: 401 permit from the LA Regional Water Quality Control Board; 404 permit from the U.S. Army Corps of Engineers; 1602 Streambed Alteration Agreement from the CA Department of Fish and Wildlife; Concurrence Letter from the U.S. Fish and Wildlife. An Access Permit from LA County Flood Control District may be needed for flood control easement. The permits will need annual renewal to ensure compliance. This task includes obtaining additional permits as needed. This task includes the Santa Clara River Conservancy (SCRC), City of Santa Clarita and VCRCD working and collaborating with newly assigned staff on the history and breadth of the regional permits.

#### Deliverables:

Permits as required

#### Task 7: Design

Design of the Project includes three phases: 1) process and analyze existing remote sensing LiDAR or equivalent spatial data to map current vegetation status, prioritize locations for weed management, and characterize distribution of non-native (and native) vegetation and physical traits in the SCR floodplain; 2) conduct site surveys to validate vegetation classification for distinct polygons; and 3) create a tool to guide site prioritization for Arundo removal. A Technical Memorandum will be prepared that summarizes the

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methodology and performance of the remote sensing mapping tool to identify and prioritize the sites for Arundo removal.

#### Deliverables:

Technical Memorandum

#### Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

#### **Deliverables:**

Project Monitoring Plan

#### **Budget Category (d): Construction/Implementation**

#### Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### **Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

#### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time observer will be on site for the duration of the project. Observer duties may include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

The project proponents will use EcoHydrological Assessment, developed by Stillwater Sciences and URS (or similar), to guide restoration by integrating remote sensing data, soil maps and ground-truthing to target restoration where successful riparian recovery is likely and prioritize those areas.

Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Restoration Site Map(s)

#### Task 11: Construction

This task involves the following implementation activities on high-ranked sites (per Task 7), on a minimum of 10 acres:

Mobilization/demobilization to various sites. Includes equipment staging as needed.

#### **ENCLOSURE B**

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- Arundo removal activities will involve a combination of weed control tactics based on information acquired during the Design phase, including machine-driven mower for dense infestations and handcutting and cut-stem treatments for mixed native/invasive stands.
- Cut material will be mulched in-place for soil moisture retention and secondary weed inhibition.
- Significant native plants or other elements for protection will be flagged prior to mechanical treatments, and on-site observer will ensure that protected resources are avoided.
- Mowed plants will be allowed to re-grow to height of approx. 1 meter and then treated; and retreatments will be conducted twice annually before native re-vegetation is performed.
- Conduct site surveys before and for minimum of 5 years post treatment to document efficacy of treatments and apply future treatments according to adaptive management principles, and to evaluate recovery of native vegetation and other desired objectives of the restoration program.

#### Deliverables:

• Photographic Documentation of Progress

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#### PROJECT 4: City of Santa Clarita Newhall Memorial Park Stormwater Retrofit Project

**IMPLEMENTING AGENCY:** City of Santa Clarita

**PROJECT DESCRIPTION:** The project will install two large-scale regional infiltration facilities for stormwater that will capture and infiltrate approximately 17.6-acre feet (AF) of polluted stormwater during most rain events. One chamber will capture about 9 AF from Avenida Ignacio, and the other will capture about 8.6 AF from Newhall Avenue. The project included within this agreement will address a drainage area of about 1,159 acres and capture up to an estimated 147 AF per year (AFY) of storm water (for an average year), which will then percolate into the ground to replenish local groundwater. The installation of the infiltration chambers and the subsequent turf restoration are considered the first and second phases of a park renovation.

The project includes three (3) phases. The construction of both Phase 1 and Phase 2 are included within this agreement. Phase 3 is anticipated to be completed later and is outside of this grant agreement.

Phase 1 includes excavating for and installing two large infiltration chambers (about 30 feet deep) and removing about 200,000 cubic yards of earth. The infiltration chambers are a series of large perforated pipes covered with porous rock. Phase 2 includes covering the perforated pipes with turf to create multipurpose fields. Phase 3 will restore and improve the aging park to better serve the Newhall DAC.

Project benefits (Phase 1 and Phase 2) are bacteria reduction in Reach 6 of the Santa Clara River, in addition to the approximately 17.6 AF of stormwater capture capacity.

#### **Budget Category (a): Project Administration**

#### Task 1: Project Management

This task includes the management of the Project and grant agreement, including agreement execution activities, including financial statements and the project-specific Environmental Information Form, compliance with grant requirements; preparation and submission of supporting grant documents; and coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee This task also includes administrative responsibilities associated with the Project, such as coordinating with partnering agencies, and managing consultants/contractors.

#### **Deliverables:**

- DWR Environmental Information Form (EIF)
- Financial Statements
- Invoices and associated backup documentation

#### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in **Exhibit F** of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The Final Report will be prepared addressing DWR comments. The report shall be prepared and presented in accordance with guidance as outlined in **Exhibit F**.

#### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

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#### **Budget Category (b): Land Purchase/Easement**

#### Task 3: Land Purchase/Easement - Not applicable

The property is owned by the City of Santa Clarita and is an existing Park. No additional easements are necessary.

#### Budget Category (c): Planning/Design/Engineering/Environmental Documentation

#### Task 4: Feasibility Studies

The following studies and corresponding documents are available regarding the Project and are summarized as follows:

Various studies have been completed or are underway regarding the project. These include: a site evaluation of existing infrastructure study; Field surveys and mapping; geotechnical site evaluation; a conceptual facility layout and alternatives; a concept plan and engineering design analysis for the final plan layout; an oak tree study; detailed civil engineering plans of the infiltration system design and facility layout; and diversion facility plans to access water from the storm drain system.

#### Deliverables:

Feasibility Studies (upon request)

#### Task 5: CEQA Documentation

As part of the Enhanced Watershed Management Programs (EWMP) plan submittal to the Regional Board, the County of Los Angeles Board of Supervisors certified an EWMP Program Environmental Impact Report (PEIR) in April 2015, which analyzed the cumulative impacts due to the structural and non-structural projects identified in the twelve EWMPs that were submitted to the Regional Board. This Project is expected to involve a project-specific evaluation pursuant to CEQA that will supplement the 2015 EWMP PEIR, likely resulting in the preparation of an addendum. Prepare letter stating no legal challenges (or addressing legal challenges).

#### **Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

#### Task 6: Permitting

Following permits have been acquired: A flood control permit from Los Angeles County Flood Control; oak tree, grading, and building permits from the City of Santa Clarita.

#### **Deliverables:**

Permits as required

#### Task 7: Design

This task includes the completion of preliminary design and design surveys, including updating information and data in past feasibility studies. Preliminary design work will provide the overall Project concept, including infiltration chambers, diversion structures, pipeline, and other appurtenances. Following preliminary design, final plans and specifications will be developed for the advanced treatment facilities and related infrastructure.

#### **Deliverables:**

- Preliminary Design Report
- 100% Design Plans and Specifications

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# Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

#### **Deliverables:**

• Project Monitoring Plan

# **Budget Category (d): Construction/Implementation**

# Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. This task includes activities necessary to secure a contractor and award the contract: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

#### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on-site for the duration of the Project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing contractor's questions on site, reviewing/ updating project schedule, reviewing contractor submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings (or similar) will be provided to DWR.

#### Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

#### Task 11: Construction

Construction activities are outlined below.

- 11(a): Mobilization and Demobilization: Initiate project site preparation and mobilize project; order project equipment and supplies; assure project permits are in place; secure site and stage materials as needed. Design and install a DWR Acknowledgement Sign in an appropriate location.
- 11(b): Construction/installation activities include but are not limited to the following:

<u>Phase 1 component:</u> excavation and installation of the infiltration chambers, approximately 160 feet by 470 feet and 30 feet deep. The infiltration chambers are a series of perforated pipes that are placed and covered with permeable rock fill. Infiltration chambers will be constructed in accordance with the final design plans and specifications for these structures.

<u>Phase 2 component:</u> Replace the surface material with turf, which in turn will become multipurpose fields for the park.

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# **Deliverables:**

• Photographic Documentation of Progress

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# **PLACEHOLDER PROJECTS**

As per Paragraph 5 of this Agreement, the following projects (5 and 6) are included in the Agreement as placeholder projects. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement as per Paragraph 5) A.ii.

# PROJECT 5: SCVWA Recycled Water Project (Phase 2C)

**IMPLEMENTING AGENCY:** Santa Clarita Valley Water Agency (SCVWA)

**PROJECT DESCRIPTION:** This Project involves the construction of a new phase (Phase 2C) to the existing recycled water system in the Santa Clarita Valley. The goal of the Project is to provide recycled water to customers in order to offset the potable water demand for irrigation and its associated demand otherwise served by imported State Water Project (SWP) and local groundwater.

Phase 2C (South End Recycled Water Main Extension) pipeline diameters range from 8-inches up to 24-inches and will convey recycled water from the existing Phase 1 recycled water distribution system to customers in the western portion of the City of Santa Clarita. The Phase 2C pipeline length is approximately 28,400 linear feet and includes an Interstate-5 freeway bridge crossing and a Santa Clara River bridge crossing, as well as pump station modifications. The project pipelines will be installed using the open cut construction method, other than the two bridge crossings. This Project will originate at the Old Road and Valencia Boulevard where it connects to the existing recycled water system. The project alignment terminates at Newhall Elementary School at 11th Street and Newhall Avenue.

Project benefits include offsetting an estimated minimum of 670 acre-feet (AF) of potable water use with recycled water for irrigation; and a reduction in greenhouse gas emissions related to extraction of 670 AF of local groundwater or importing 670 AF of State Water Project (SWP) water.

#### **Budget Category (a): Project Administration**

# Task 1: Project Management

This task includes the management of the Project and grant agreement, including agreement execution activities, including financial statements and the project-specific Environmental Information Form, compliance with grant requirements; preparation and submission of supporting grant documents; and coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee This task also includes administrative responsibilities associated with the Project, such as coordinating with partnering agencies, and managing consultants/contractors.

#### **Deliverables:**

- DWR Environmental Information Form (EIF)
- Financial Statements
- Invoices and associated backup documentation

#### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in **Exhibit F** of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The Final Report will be prepared addressing DWR comments. The report shall be prepared and presented in accordance with guidance as outlined in **Exhibit F**.

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#### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

# **Budget Category (b): Land Purchase/Easement**

Task 3: Land Purchase - Not applicable.

# Budget Category (c): Planning/Design/Engineering/Environmental Documentation

# Task 4: Feasibility Studies

The SCV Water prepared an administrative draft Recycled Water Master Plan based on recent developments affecting recycled water sources, supply availability and demand. In 2017 this project was then specifically evaluated in a Mitigated Negative Declaration.

#### Deliverables:

Feasibility Study Report (upon request)

# Task 5: CEQA Documentation

A Notice of Determination for a Mitigated Negative Declaration was filed with the Los Angeles County Clerk for this project in January of 2016. An addendum to the NOD is currently being prepared to address some minor changes in the pipeline alignment, and some limited additional pipeline sections since the adoption of the original MND (January 2016). Prepare letter stating no legal challenges (or addressing legal challenges).

#### **Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

#### Task 6: Permitting

Permits are anticipated to include: City of Santa Clarita Excavation Permit, County of Los Angeles Excavation Permit, Caltrans Bridge Crossing Permit, NPDES General Construction Permit, Engineering Report for RWQCB, and Amended Operating Permit (Division of Drinking Water).

#### Deliverables:

Permits as required

#### Task 7: Design

In 2010, a Preliminary Design Report (PDR) was prepared for the Phase 2C Project and was refined in August of 2016. Design for the Project has since been completed in 2018 with plans and specifications but some changes to the design will be needed to finalize the plans and specs to 100% final.

#### Deliverables:

- Preliminary Design Report
- 100% Design Plans and Specifications

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# Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

#### **Deliverables:**

Project Monitoring Plan

# **Budget Category (d): Construction/Implementation**

# Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. This task includes activities necessary to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### **Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

#### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Other duties include: monitoring overall budget and schedule and identifying any issues that affect the timely procedures and cost-effective completion of the project; attending weekly and special construction meetings to evaluate and control progress, quality, budget, and other items for which action may be needed; reviewing and coordinating services provided by testing and inspection firms for compliance with service agreement requirements; and coordinating final acceptance and inspection. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

#### Task 11: Construction

This task involves project construction, including mobilization, site preparation, and demobilization. Major construction activities are described below.

The project will construct a recycled water distribution pipeline, with diameters ranging from 12-inches up to 24-inches and will convey recycled water from the existing Phase 1 recycled water distribution system to customers in the western portion of the City of Santa Clarita. The Phase 2C pipeline length is approximately 28,400 linear feet and includes an Interstate-5 freeway bridge crossing and a Santa Clara River bridge crossing, as well as pump station modifications. The project pipelines will be installed using the open cut construction method, other than the two bridge crossings.

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The pipeline construction activities consist of the following: routing and environmental services, staking for construction, temporary fencing and signage, clearing, grading and top soiling, re-staking trench centerline, trenching, rock trenching and padding, pipe set-up and bending, setup, end preparation, alignment (pipeplay), lowering-in, as-built survey, backfilling, tie-ins, fabrication, cleanup, hydrostatic pressure testing, dewatering, drying, final tie-ins, commissioning, final cleanup, restoration, and revegetation, monitoring and maintenance. Construction will be in accordance with the final plans and specification.

#### **Deliverables:**

• Photographic Documentation of Progress

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# PROJECT 6: Los Angeles County Hasley Canyon Park Stormwater Improvement Project

**IMPLEMENTING AGENCY:** Los Angeles County Public Works

**PROJECT DESCRIPTION:** The project consists of a pretreatment chamber, infiltration gallery, and bioretention swales to be constructed along the south and east curbs of Quincy Street. The diversion line will first lead into a pretreatment chamber where flows will undergo physical treatment to remove trash, sediment, and other pollutants. Flows will then lead to an infiltration gallery where water will be infiltrated to help recharge the Santa Clara River Valley East Subbasin. The swales will be designed to retain and infiltrate dry weather flows utilizing drought tolerant, fire resistant landscaping. The project will help protect the beneficial uses of the USCR watershed receiving waters. The project will address water quality and water supply by diverting, treating, and infiltrating dry weather and stormwater flows from the 150-acre tributary watershed. The project is expected to recharge groundwater up to approximately 38 AFY into the Santa Clara River Valley East Subbasin.

# **Budget Category (a): Project Administration**

# Task 1: Project Management

This task includes the management of the Project and grant agreement, including agreement execution activities, including financial statements and the project-specific Environmental Information Form, compliance with grant requirements; preparation and submission of supporting grant documents; and coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee This task also includes administrative responsibilities associated with the Project, such as coordinating with partnering agencies, and managing consultants/contractors.

#### **Deliverables:**

- DWR Environmental Information Form (EIF)
- Financial Statements
- Invoices and associated backup documentation

#### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in **Exhibit F** of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The Final Report will be prepared addressing DWR comments. The report shall be prepared and presented in accordance with guidance as outlined in **Exhibit F**.

#### Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

# **Budget Category (b): Land Purchase/Easement**

<u>Task 3: Land Purchase/Easement</u> – Not applicable.

# Budget Category (c): Planning/Design/Engineering/Environmental Documentation

# Task 4: Feasibility Studies

A Final Project Concept Report evaluating the multi-benefit regional project will be completed. This document summarizes the necessary information to progress towards final design.

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Other feasibility studies that support the project include: Upper Santa Clara River EWMP, the Geotechnical Investigation Low Impact Development – Hasley Canyon Park Unincorporated Castaic Area Report, and the Hasley Canyon Park Hydrology Study.

#### Deliverables:

- Project Concept Report
- Upper Santa Clara River Enhanced Watershed Management Program
- Geotechnical Investigation Low Impact Development Hasley Canyon Park Unincorporated Castaic Area Hasley Canyon Park Hydrology Study

# Task 5: CEQA Documentation

As part of the EWMP plan submittal to the Regional Board, the County of Los Angeles Board of Supervisors certified an EWMP Program Environmental Impact Report (PEIR) in April 2015. This project is expected to involve a project-specific evaluation pursuant to CEQA that will supplement the 2015 EWMP PEIR, likely resulting in the preparation of an addendum. Prepare letter stating no legal challenges (or addressing legal challenges).

#### **Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

# Task 6: Permitting

It is anticipated that the following permits will be required:, general construction permit from the RWQCB, California Department of Public Health Permit, Los Angeles County Building and Safety Construction Permit, Los Angeles County Land Development Permit, Los Angeles County Regional Planning Permit, Los Angeles County Fire Department Permit, South Coast Air Quality Management District Permit, Castaic Union School District Permit (as applicable), Santa Clarita Valley Water Agency Permit

#### **Deliverables:**

Permits as required

#### Task 7: Design

Complete preliminary design and design surveys, including updating information and data in past feasibility studies. Preliminary design work will provide the overall project concept, including treatment units, bio-swales, diversion structure, infiltration gallery, and other appurtenances. Following preliminary design, final plans and specifications will be developed for related project infrastructure.

#### **Deliverables:**

- Preliminary Design Report
- 100% Design Plans and Specifications

# Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

#### **Deliverables:**

Project Monitoring Plan

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# **Budget Category (d): Construction/Implementation**

# Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. This task includes activities necessary to secure a contractor and award the contract: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

#### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing contractor's questions on site, reviewing/updating project schedule, reviewing contractor submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. In addition, the necessary items will be procured: diversion structure, pre-treatment unit, infiltration galley, piping, bio-swales, and other appurtenances. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

#### Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Initiate project site preparation and mobilize project; order project equipment and supplies; assure project permits are in place; secure site and stage materials as needed. Design and install a DWR Acknowledgement Sign in an appropriate location.

#### 11(b): Construction/installation:

<u>Storm drain diversion component</u>: includes construction of the storm drain diversion, installation of the pretreatment chamber and infiltration gallery (approximately 105 feet by 105 feet and 8 feet in depth), and construction of three separate bioretention swales along the south and east curbs of Quincy Street. The swales (two at approximately 30 feet by 5 feet, one at approximately 18 feet by 5 feet) will be designed to retain and infiltrate dry weather flows utilizing drought tolerant, fire resistant landscaping.

<u>Aboveground amenities and park improvements:</u> includes planting a demonstration garden, and installing irrigation and a decomposed granite pathway.

#### **Deliverables:**

• Photographic Documentation of Progress

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# **EXHIBIT B**

# **BUDGET**

# PROPOSITION 1 ROUND 1 UPPER SANTA CLARA RIVER IRWM IMPLEMENTATION GRANT

# **AGREEMENT BUDGET SUMMARY**

PROJECTS	Grant Amount	Required Cost Share (Non- State fund Source)	Other Cost Share	Total Cost	Percent Cost Share
Project 1: Grant Administration	\$216,800	\$90,000	\$0	\$306,800	29.3
Project 2: Valencia Water Reclamation Plant Advanced Water Treatment (AWT) Facility Enhanced Membrane System (EMS) Project	\$3,000,000	\$8,758,565	\$5,758,564	\$17,517,129	50.0
Project 3: Mapping and Managing Invasive Weeds in the Santa Clara River Watershed	\$365,840	\$378,075	\$0	\$743,915	50.8
Project 4: City of Santa Clarita Newhall Memorial Park Stormwater Retrofit Project	\$3,000,000	\$9,833,119	\$6,683,139	\$19,516,258	50.3
Project 5: Santa Clarita Valley Water Agency Recycled Water Project (Phase 2C)	\$3,000,000	\$4,739,205	\$1,154,445	\$8,893,650	53.2
Project 6: Los Angeles County Hasley Canyon Park Stormwater Improvement Project	\$1,000,000	\$4,107,491	\$3,068,761	\$8,176,252	50.2
GRAND TOTAL	\$10,582,640	\$27,906,455	\$16,664,909	\$55,154,004	-

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#### **PROJECT 1: Grant Administration**

Implementing Agency: Santa Clarita Valley Water Agency

Project serves needs of a DAC: No

	BUDGET CATEGORY	Grant Amount	Required Cost Share (Non- State fund Source)*	Other Cost Share	Total Cost
(a)	Grant Administration	\$216,800	\$90,000	\$0	\$306,800
	TOTAL COSTS	\$216,800	\$90,000	\$0	\$306,800

<u>Notes:</u> Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

# PROJECT 2: Valencia Water Reclamation Plant Advanced Water Treatment (AWT) Facility Enhanced Membrane System (EMS) Project

Implementing Agency: Santa Clarita Valley Sanitation District (SCVSD)

Project serves needs of a DAC: No

	BUDGET CATEGORY	Grant Amount	Required Cost Share (Non-State fund Source)*	Other Cost Share*	Total Cost
(a)	Project Administration	\$0	\$30,000	\$30,000	\$60,000
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$0	\$0
(d)	Construction/Implementation	\$3,000,000	\$8,728,565	\$5,728,564	\$17,457,129
TOTAL COSTS		\$3,000,000	\$8,758,565	\$5,758,564	\$17,517,129

<u>Notes:</u> Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

<sup>\*</sup> Cost Share source is from existing and future customer contributions and a portion of the 1% property tax.

<sup>\*</sup> Cost Share sources are from the SCVSD Operating Fund, which receives revenues from ratepayers.

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# PROJECT 3: Mapping and Managing Invasive Weeds in the Santa Clara River Watershed Project Implementing Agency: Santa Clara River Conservancy and City of Santa Clarita

Project serves needs of a DAC: No

	BUDGET CATEGORY	Grant Amount State fund Source)*  Required Cost Share (Non-Cost Share		Cost	Total Cost
(a)	Project Administration	\$37,380	\$0	\$0	\$37,380
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$198,310	198,310 \$358,075		\$556,385
(d)	Construction/Implementation	\$130,150	\$20,000	\$0	\$150,150
	TOTAL COSTS	\$365,840	\$378,075	\$0	\$743,915

<u>Notes:</u> Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

# PROJECT 4: City of Santa Clarita Newhall Memorial Park Stormwater Retrofit Project

Implementing Agency: City of Santa Clarita

Project serves needs of a DAC: No

	BUDGET CATEGORY	Grant Amount	Required Cost Share (Non-State fund Source)*	Other Cost Share*	Total Cost
(a)	Project Administration	\$0	\$100,000	\$164,499	\$264,499
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$0	\$100,000	\$860,620	\$960,620
(d)	Construction/Implementation	\$3,000,000	\$9,633,119	\$5,658,020	\$18,291,139
	TOTAL COSTS		\$9,833,119	\$6,683,139	\$19,516,258

<u>Notes:</u> Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

<sup>\*</sup> Cost Share sources are from the following (non-state) sources: City of Santa Clarita; US Fish and Wildlife Service, Santa Clara River Trustee Council grant program; Partnership with Restoration Science LLC; and Federal Section 6 US Endangered Species Act program funding, administered by CA Dept. of Fish and Wildlife.

<sup>\*</sup> Cost Share source is from Measure W funding and other leveraged funds in Los Angeles County (both non-State funds).

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# **PLACEHOLDER PROJECTS**

As per Paragraph 5 of this Agreement, the following projects are included in the Agreement as placeholder projects. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement as per Paragraph 5) A.ii.

# PROJECT 5: Santa Clarita Valley Water Agency Recycled Water Project (Phase 2C)

Implementing Agency: Santa Clarita Valley Water Agency (SCVWA)

Project serves needs of a DAC: No

	BUDGET CATEGORY		Required Cost Share (Non-State fund Source)*	Other Cost Share*	Total Cost
(a)	Project Administration	\$0	\$9,280	\$169,860	\$179,140
(b)	Land Purchase/Easement	\$0	\$100,000	\$0	\$100,000
(c)	Planning/Design/Engineering/Environmental Documentation	\$0	\$29,980	\$2,060	\$32,040
(d)	Construction/Implementation	\$3,000,000	\$4,599,945	\$982,525	\$8,582,470
	TOTAL COSTS	\$3,000,000	\$4,739,205	\$1,154,445	\$8,893,650

<u>Notes:</u> Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

# PROJECT 6: Los Angeles County Hasley Canyon Park Stormwater Improvement Project

Implementing Agency: Los Angeles County Public Works

Project serves needs of a DAC: No

	BUDGET CATEGORY	Grant Amount	Required Cost Share (Non-State fund Source)*	Other Cost Share*	Total Cost
(a)	Project Administration	\$0	\$88,307	\$68,413	\$156,720
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$2,604,782	\$2,604,782
(d)	Construction/Implementation	\$1,000,000	\$4,019,184	\$395,566	\$5,414,750
TOTAL COSTS		\$1,000,000	\$4,107,491	\$3,068,761	\$8,176,252

<u>Notes:</u> Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

<sup>\*</sup> Cost Share sources are from existing and future customer contributions and a portion of the 1% property tax.

<sup>\*</sup> Cost Share sources will come from the Los Angeles County General fund. Other funding sources may include Safe, Clean Water Funds (Measure W) and Safe, Clean Neighborhood Parks and Beaches Funds (Measure A).

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# **EXHIBIT C**

# **SCHEDULE**

#### PROPOSITION 1 ROUND 1 UPPER SANTA CLARA RIVER IRWM IMPLEMENTATION GRANT

PROJECT 1: Grant Administration					
Impleme	Implementing Agency: Santa Clarita Valley Water Agency				
	BUDGET CATEGORY	Start Date	End Date		
(a)	Grant Administration	2/1/2020	12/31/2025		

	PROJECT 2: Valencia Water Reclamation Plant Advanced Water Treatment (AWT) Facility Enhanced Membrane System (EMS) Project					
Impleme	nting Agency: Santa Clarita Valley Sanitation District (SCVSD)					
	BUDGET CATEGORY	Start Date	End Date			
(a)	Project Administration	8/1/2019	4/30/2023			
(b)	Land Purchase/Easement	5/1/2009	6/30/2022*			
(c)	Planning/Design/Engineering/Environmental Documentation	9/1/2008	2/14/2022*			
(d)	Construction/Implementation	8/9/2019	12/31/2022			

Note: Project 2 overlapping Category c) and d) timeframes are due to some permits being required throughout the duration of construction activities, including: *General Permit for Stormwater Discharges Associated with Construction and Land Disturbances Activities* (LARWQCB).

<sup>\*</sup>The SCVSD will apply to extend permit coverage for construction, if necessary, and may extend the construction easement (i.e., Property Use Agreement).

PROJE	PROJECT 3: Mapping and Managing Invasive Weeds in the Santa Clara River Watershed Project					
Impleme	Implementing Agency: Santa Clara River Conservancy/City of Santa Clarita					
	BUDGET CATEGORY Start Date End Date					
(a)	Project Administration	3/1/2021	3/31/2025			
(b)	Land Purchase/Easement	N/A	N/A			
(c)	Planning/Design/Engineering/Environmental Documentation	3/1/2021	9/30/2022			
(d)	Construction/Implementation	6/1/2022	12/30/2024			

<u>Note:</u> Project 3 overlapping Category c) and d) timeframes are due to the Final Design Technical Memorandum (Task 7) being completed as Construction/Implementation activities are initiated.

PROJE	PROJECT 4: City of Santa Clarita Newhall Memorial Park Stormwater Retrofit Project					
Impleme	Implementing Agency: City of Santa Clarita					
	BUDGET CATEGORY Start Date End Date					
(a)	Project Administration	1/1/2018	12/31/2025			
(b)	Land Purchase/Easement	N/A	N/A			
(c)	Planning/Design/Engineering/Environmental Documentation	1/1/2018	5/31/2022			
(d)	Construction/Implementation	6/1/2022	12/31/2025			

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# PLACEHOLDER PROJECTS

As per Paragraph 5 of this Agreement, the following projects are included in the Agreement as placeholder projects. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement as per Paragraph 5) A.ii.

PROJE	PROJECT 5: Santa Clarita Valley Water Agency Recycled Water Project (Phase 2C)					
Implementing Agency: Santa Clarita Valley Water Agency (SCVWA)						
	BUDGET CATEGORY	Start Date	End Date			
(a)	Project Administration	8/1/2019	7/31/2025			
(b)	Land Purchase/Easement	N/A	N/A			
(c)	Planning/Design/Engineering/Environmental Documentation	6/1/2016	12/1/2023			
(d)	Construction/Implementation	7/1/2021	4/30/2025			

Note: Project 2 overlapping Category c) and d) timeframes are due to select permits (operational permit, Division of Drinking Water) and reporting (such as Engineering Report for RWQCB) due post construction.

PROJECT 6: Los Angeles County Hasley Canyon Park Stormwater Improvement Project				
Implementing Agency: Los Angeles County Public Works				
	BUDGET CATEGORY	Start Date	End Date	
(a)	Project Administration	8/23/2019	3/15/2025	
(b)	Land Purchase/Easement	N/A	N/A	
(c)	Planning/Design/Engineering/Environmental Documentation	6/30/2016	9/30/2022	
(d)	Construction/Implementation	3/15/2023	12/15/2024	

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#### **EXHIBIT D**

#### **STANDARD CONDITIONS**

#### D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.
- D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. <u>AMENDMENT:</u> This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. <u>AMERICANS WITH DISABILITIES ACT:</u> By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. <u>AUDITS:</u> State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. <u>BUDGET CONTINGENCY:</u> If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. <u>CALIFORNIA CONSERVATION CORPS:</u> Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. <u>CHILD SUPPORT COMPLIANCE ACT:</u> The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
  - A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. <u>CLAIMS DISPUTE:</u> Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

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- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' State Contracting Manual rules must be followed and are available at: <a href="https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting">https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting</a>.
- D.12. <u>COMPUTER SOFTWARE:</u> Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
  - A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. <u>DELIVERY OF INFORMATION, REPORTS, AND DATA:</u> Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. <u>DISPOSITION OF EQUIPMENT:</u> Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. <u>DRUG-FREE WORKPLACE CERTIFICATION:</u> Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

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the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
  - i. The dangers of drug abuse in the workplace,
  - ii. Grantee's policy of maintaining a drug-free workplace,
  - iii. Any available counseling, rehabilitation, and employee assistance programs, and
  - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
  - i. Will receive a copy of Grantee's drug-free policy statement, and
  - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.17. <u>EASEMENTS:</u> Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

  Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

  Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.
- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
  - A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
  - C. Comply with all applicable California, federal, and local laws and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

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- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. <u>GOVERNING LAW:</u> This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. <u>INCOME RESTRICTIONS:</u> The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. <a href="INDEMNIFICATION:">INDEMNIFICATION:</a> Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. <u>INDEPENDENT CAPACITY:</u> Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. <a href="INSPECTION OF BOOKS">INSPECTION OF BOOKS</a>, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. <u>INSPECTIONS OF PROJECT BY STATE:</u> State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <a href="http://www.dir.ca.gov/lcp.asp">http://www.dir.ca.gov/lcp.asp</a>. For more information, please refer to DIR's *Public Works Manual* at: <a href="https://www.dir.ca.gov/dlse/PWManualCombined.pdf">https://www.dir.ca.gov/lcp.asp</a>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

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compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

- D.29. <u>OPINIONS AND DETERMINATIONS:</u> Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. <u>PERFORMANCE BOND:</u> Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. <u>PRIORITY HIRING CONSIDERATIONS:</u> If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this

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- Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.33. <u>PROJECT ACCESS:</u> The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. <u>REMAINING BALANCE:</u> In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. <u>REMEDIES NOT EXCLUSIVE:</u> The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. <u>RETENTION:</u> The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. <u>SEVERABILITY:</u> Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. <u>SUSPENSION OF PAYMENTS:</u> This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
  - A. Grantee, its contractors, or subcontractors have made a false certification, or
  - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. <u>SUCCESSORS AND ASSIGNS:</u> This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. <u>TERMINATION BY GRANTEE:</u> Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

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- D.42. <u>TERMINATION FOR CAUSE:</u> Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43. <u>TERMINATION WITHOUT CAUSE:</u> The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. <u>THIRD PARTY BENEFICIARIES:</u> The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. <u>TIMELINESS:</u> Time is of the essence in this Grant agreement.
- D.46. TRAVEL DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <a href="http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx">http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx</a>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. <u>UNION ORGANIZING:</u> Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
  - A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
  - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
  - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. <u>VENUE:</u> The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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#### **EXHIBIT E**

#### **AUTHORIZING RESOLUTION**

#### **RESOLUTION NO. SCV-130**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CLARITA VALLEY WATER AGENCY APPROVING A RESOLUTION AUTHORIZING
THE GENERAL MANAGER TO (1) SUBMIT A PROPOSAL TO THE CALIFORNIA
DEPARTMENT OF WATER RESOURCES TO OBTAIN A ROUND 1 INTEGRATED
REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT PURSUANT TO THE
WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014,
(2) COMMIT TO PROVIDING THE REQUIRED MATCHING FUNDS FOR SCV WATER
PROJECTS, (3) REQUIRE THE OTHER PROJECT SPONSORS TO PROVIDE MATCHING
FUNDS THROUGH A SUB GRANTEE AGREEMENT WITH THE SANTA CLARITA VALLEY
WATER AGENCY, (4) ENTER INTO AN AGREEMENT TO RECEIVE A GRANT FOR THE
UPPER SANTA CLARA RIVER INTEGRATED REGIONAL WATER MANAGEMENT
REGION, AND (5) EXECUTE A GRANT AGREEMENT WITH THE CALIFORNIA
DEPARTMENT OF WATER RESOURCES

WHEREAS, the City of Santa Clarita, the Los Angeles County Flood Control District, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the Santa Clarita Valley Sanitation District of Los Angeles County and the Santa Clarita Valley Water Agency have established a Regional Water Management Group in accordance with the Integrated Regional Water Management Planning Act of 2002; and

WHEREAS, the State of California provides grant funds for integrated regional water management pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014; and

WHEREAS, this grant program is administered by the Department of Water Resources (DWR); and

WHEREAS, the DWR requires the grant applicant to designate, by resolution, an authorized representative for filing the grant application and executing the Grant Agreement; and

WHEREAS, the Santa Clarita Valley Water Agency is authorized by the Regional Water Management Group of the Upper Santa Clara River Watershed Integrated Regional Water Plan to prepare and apply for a grant on its behalf for a Round 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014; and

WHEREAS, the stakeholders of the Upper Santa Clara River Integrated Regional Water Management Plan region have identified six projects to be included in an Implementation Grant; and

WHEREAS, the six projects provide benefit for regional self-reliance, groundwater sustainability, and help with the region's adaptation to climate change; and

WHEREAS, in addition to the Santa Clarita Valley Water Agency, the City of Santa Clarita, the Los Angeles County, and the Santa Clarita Valley Sanitation District of Los Angeles County all have projects in the suite of projects (Other Project Sponsors); and

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WHEREAS, the grant requires the Santa Clarita Valley Water Agency commit to providing matching funds for its projects; and

WHEREAS, Santa Clarita Valley Water Agency will require that the Other Project Sponsors in this grant execute a sub grantee agreement with the Santa Clarita Valley Water Agency to provide matching funds for their projects.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, the governing body of the Santa Clarita Valley Water Agency, authorizes the General Manager to:

- Submit a proposal to the California Department of Water Resources to obtain a Round 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014,
- (2) Commit to providing the required matching funds for SCV Water projects,
- (3) Require the Other Project Sponsors to provide matching funds through a sub grantee agreement with the Santa Clarita Valley Water Agency,
- (4) Enter into an agreement to receive a grant for the Upper Santa Clara River Integrated Regional Water Management Region, and
- (5) Execute a grant agreement with the California Department of Water Resources

President

Smil Jacobs

I, the undersigned, hereby certify: That I am the duly appointed and acting Secretary of the Santa Clarita Valley Water Agency, and that at a regular meeting of the Board of Directors of said Agency held on November 5, 2019, the foregoing Resolution No. SCV-130 was duly and regularly adopted by said Board, and that said resolution has not been rescinded or amended since the date of its adoption, and that it is now in full force and effect.

DATED: November 5, 2019

ALLEY

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#### **EXHIBIT F**

#### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

# **PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the <u>task level</u>, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

#### PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

# **Executive Summary**

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

# **Reports and/or Products**

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

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# **Cost & Disposition of Funds**

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - o Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

#### **Additional Information**

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

# **GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional
  goals and whether the level, type, or magnitude of benefits of the project are comparable to the original
  project proposal; any remaining work to be completed and mechanism for their implementation; the
  benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was
  approved for a project; and a summary of final funds disbursement for each project.

**Additional Information:** Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

# POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

#### Reports and/or products

- Header including the following:
  - o Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - o Project Name
  - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
  - Report number

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- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the
  original application. Where applicable, the reporting should include quantitative metrics (e.g., new acrefeet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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#### **EXHIBIT G**

# **REQUIREMENTS FOR DATA SUBMITTAL**

# **Surface and Groundwater Quality Data:**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: <a href="https://www.waterboards.ca.gov/water-issues/programs/gama/">https://www.waterboards.ca.gov/water-issues/programs/gama/</a>. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: <a href="https://www.waterboards.ca.gov/water-issues/programs/gama/contact.shtml">https://www.waterboards.ca.gov/water-issues/programs/gama/contact.shtml</a>.

#### **Groundwater Level Data**

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <a href="http://www.water.ca.gov/waterdatalibrary/">http://www.water.ca.gov/waterdatalibrary/</a>.

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#### **EXHIBIT H**

# STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

# **State Audit Document Requirements**

# **Internal Controls**

- 1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
- 2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
- 3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
- 4. Prior audit reports on the State funded Program/Project.

# State Funding:

- 1. Original Grant Agreement, any amendment(s) and budget modification documents.
- 2. A listing of all bond-funded grants, loans, or subventions received from the State.
- 3. A listing of all other funding sources for each Program/Project.

#### Contracts:

- 1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
- 2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

#### Invoices:

- 1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
- 2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
- 3. Reimbursement requests submitted to the State for the Grant Agreement.

#### Cash Documents:

- 1. Receipts (copies of warrants) showing payments received from the State.
- 2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
- 3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
- 4. Bank statements showing the deposit of the receipts.

#### Accounting Records:

- 1. Ledgers showing entries for funding receipts and cash disbursements.
- 2. Ledgers showing receipts and cash disbursement entries of other funding sources.
- 3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

# Administration Costs:

1. Supporting documents showing the calculation of administration costs.

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# Personnel:

- 1. List of all contractors and Agency staff that worked on the State funded Program/Project.
- 2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program.

# Project Files:

- 1. All supporting documentation maintained in the project files.
- 2. All Grant Agreement related correspondence.

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# **EXHIBIT I**

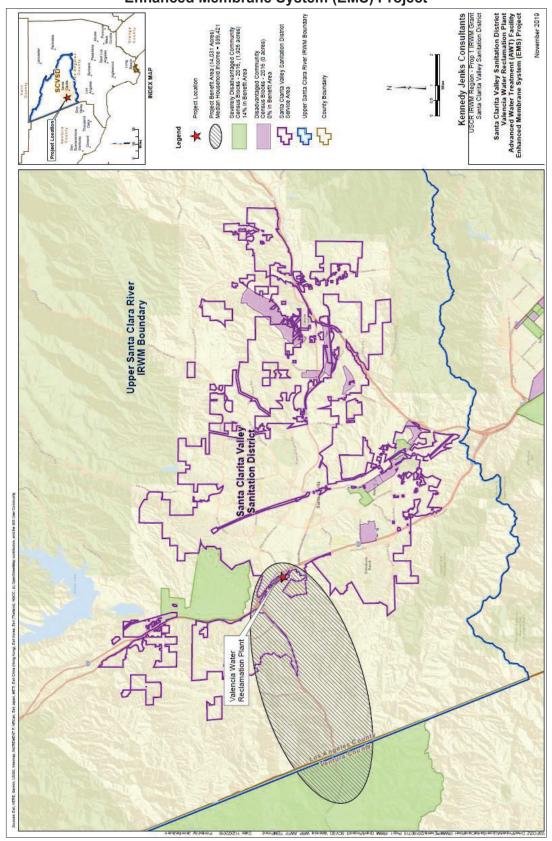
# LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored project below, and project maps (Projects 2 – 6) follow:

Local Project Sponsor Agency Designations				
Sponsored Project:	Project 1: Grant Administration			
Sponsor Agency:	Santa Clarita Valley Water Agency (SCVWA)			
Agency Address:	27234 Bouquet Canyon Drive, Santa Clarita, CA 91350			
Project Location:	27234 Bouquet Canyon Drive, Santa Clarita, CA 91350			
Latitude/Longitude (approx.)	34.435626, -118.521033			
Sponsored Project:	Project 2: Valencia Water Reclamation Plant (WRP) Advanced Water Treatment (AWT)			
Sponsored Project:	Facility Enhanced Membrane System (EMS) Project			
Sponsor Agency:	Santa Clarita Valley Sanitation District (SCVSD)			
Agency Address:	1955 Workman Mill Road, Whittier, CA 90601			
Project Location:	Valencia WRP, 28185 The Old Rd, Valencia, CA 91355			
Latitude/Longitude (approx.)	34.431676, -118.590428			
Out and a second Direction of	Project 3: Mapping and Managing Invasive Weeds in the Santa Clara River Watershed			
Sponsored Project:	Project			
Sponsor Agency:	Santa Clara River Conservancy/City of Santa Clarita			
Agency Address:	PO Box 789, Santa Paula, CA 93061/23920 Valencia Blvd., Suite 300, Santa Clarita, CA 91355			
Project Location:	Santa Clara River Watershed, within Los Angeles County			
Latitude/Longitude (approx.)	34.443005, -118.579897			
Sponsored Project:	Project 4: City of Santa Clarita Newhall Memorial Park Stormwater Retrofit Project			
Sponsor Agency:	City of Santa Clarita			
Agency Address:	23920 Valencia Blvd., Suite 300, Santa Clarita, CA 91355			
Project Location:	24923 Newhall Ave. Santa Clarita, CA 91355			
Latitude/Longitude (approx.)	34.386466, -118.539929			
Sponsored Project:	Project 5: Santa Clarita Valley Water Agency Recycled Water Project (Phase 2C)			
Sponsor Agency:	Santa Clarita Valley Water Agency (SCVWA)			
Agency Address:	27234 Bouquet Canyon Drive, Santa Clarita, CA 91350			
Project Location:	Intersection of Valencia Blvd. and Old Road, terminating at Newhall Elementary School (11th and			
	Walnut Streets, Newhall, CA 91321)			
Latitude/Longitude (approx.)	34.384078, -118.567139			
Sponsored Project:	Project 6: Los Angeles County Hasley Canyon Park Stormwater Improvement Project			
Sponsor Agency:	Los Angeles County Public Works			
Agency Address:	900 S. Fremont Avenue, Alhambra CA 91803			
Project Location:	Hasley Canyon Park, 28700 W. Quincy St. Castaic, CA 91384			
Latitude/Longitude (approx.)	34.452227, -118.619760			

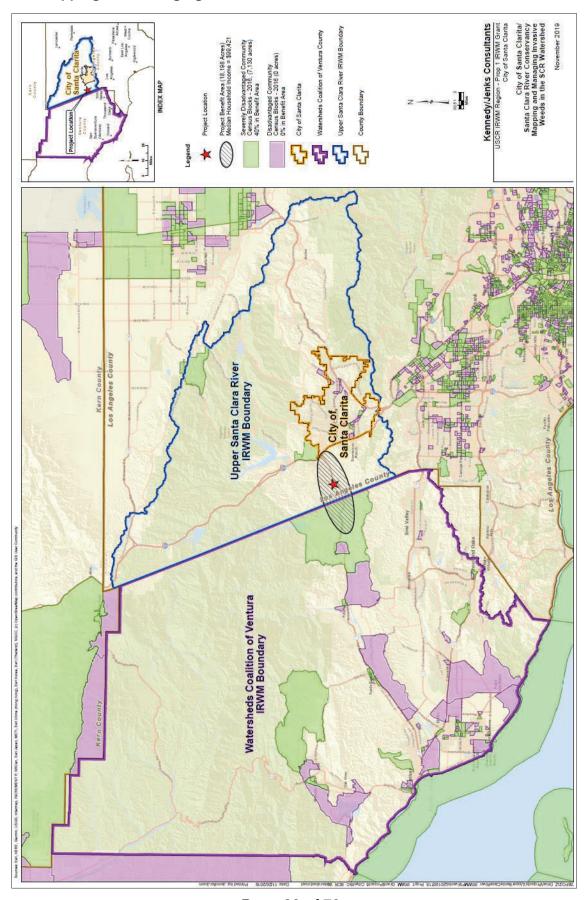
# PROJECT MAPS (Projects 2 - 6)

Project 2: Valencia Water Reclamation Plant (WRP) Advanced Water Treatment (AWT) Facility Enhanced Membrane System (EMS) Project

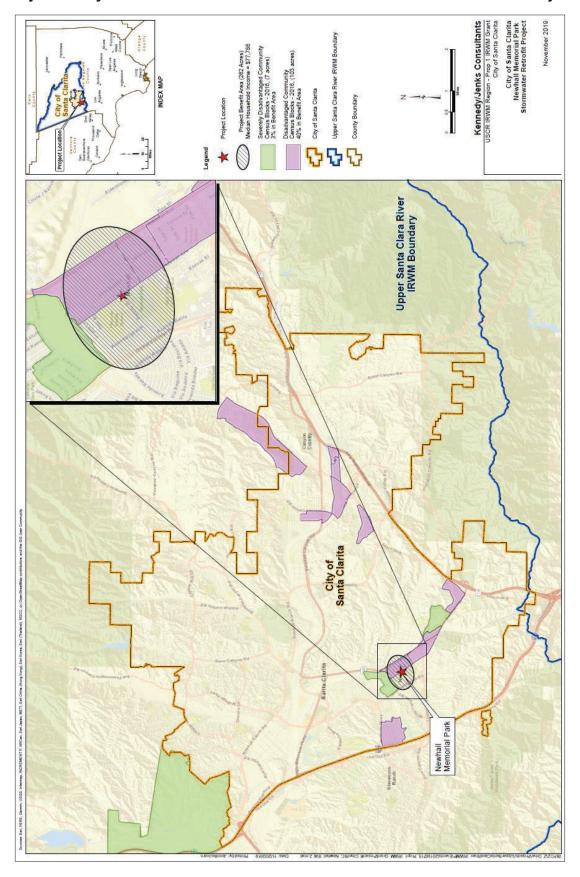


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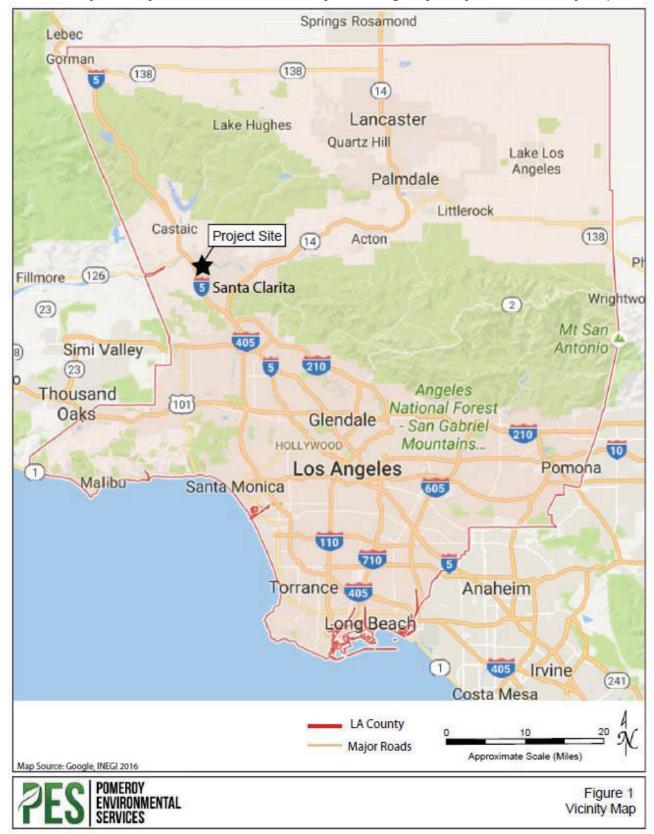
Project 3: Mapping and Managing Invasive Weeds in the Santa Clara River Watershed Project



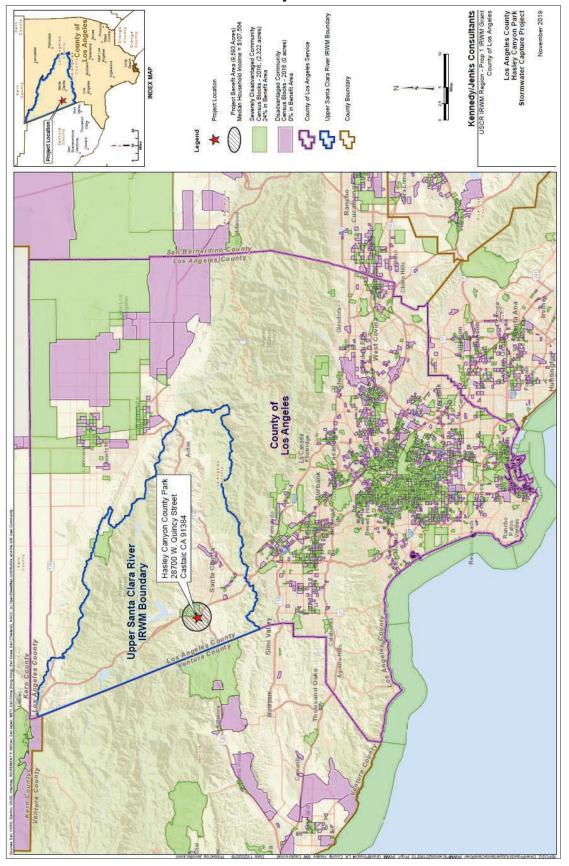
Project 4: City of Santa Clarita Newhall Memorial Park Stormwater Retrofit Project



# Placeholder Project: Project 5: Santa Clarita Valley Water Agency Recycled Water Project (Phase 2C)



Placeholder Project: Project 6: Los Angeles County Hasley Canyon Park Stormwater Improvement Project



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#### **EXHIBIT J**

# **Project Monitoring Plan Guidance**

#### Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

#### **Project Monitoring Plan Requirements**

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

# BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	9/13/2023	
BOARD MEETING DATE	9/26/2023	
SUPERVISORIAL DISTRICT AFFECTED	☐ All	☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ☐ 5 <sup>th</sup>
DEPARTMENT(S)	Public Works	
SUBJECT	Los Angeles General Medica	l Center General Hospital Structural Improvements Project
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:	
	N/A	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$2,072,000	Funding source: Net County Cost - Capital Project No. 87958
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST		d approval of the proposed project and related appropriation ause of a Board-approved Job Order Contract to deliver the
BACKGROUND (include internal/external issues that may exist including any related motions)	evaluate the old Los Ang recommendations to improvementations to building's improvements to various confirst Floor.  The repair work is anticipated	ted with a structural engineering consultant to seismically leles General Medical Center building, who provided we structural performance under a seismic event while historical standing. The project consists of structural plumns located throughout the Basement Floor and the data begin in October 2023 and be completed in April 2024.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how: N/A	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	No. 7, Sustainability, by inves and workforce environments	e(s) and explain how: This project supports Board Priority ting in County buildings to provide improved public services that will lead to increased productivity.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email Vincent Yu, Deputy Control Vincent Vincen	il: Director, (626) 458-4010, cell (626) 614-7217,



# **COUNTY OF LOS ANGELES**

#### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE REFER TO FILE:

September 26, 2023

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

Dear Supervisors:

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
LOS ANGELES GENERAL MEDICAL CENTER
GENERAL HOSPITAL STRUCTURAL IMPROVEMENTS PROJECT
ESTABLISH AND APPROVE PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NO. 87958
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)

# **SUBJECT**

Public Works is seeking Board approval of the proposed Los Angeles General Medical Center General Hospital Structural Improvements Project, approval of the project budget and related appropriation adjustment, find the proposed project to be categorically exempt from the California Environmental Quality Act, and authorize a Board-approved Job Order Contract to deliver the project.

# IT IS RECOMMENDED THAT THE BOARD:

 Find that the proposed Los Angeles General Medical Center General Hospital Structural Improvements Project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed project.

- 2. Establish and approve the proposed Los Angeles General Medical Center General Hospital Structural Improvements Project, Capital Project No. 87958, with an estimated total project budget of \$2,072,000.
- 3. Approve the Fiscal Year 2023-24 appropriation adjustment to allocate \$1,883,000 from the General Hospital West Campus, Capital Project No. 87883 to the Los Angeles General Medical Center General Hospital Structural Improvements Project, Capital Project No. 87958, to fully fund the project.
- 4. Authorize the Director of Public Works or his designee to deliver the proposed project using a Board-approved Job Order Contract.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Los Angeles General Medical Center (LA General MC) General Hospital Structural Improvements Project is exempt from the California Environmental Quality Act (CEQA), establish and approve the project, and related appropriation adjustment, and authorize delivery of the project using a Board-approved Job Order Contract (JOC).

# Background

In 2022, the County contracted with a Board-approved on-call structural engineering consultant to seismically evaluate the old LA General MC building. The proposed work recommended by the consultant will improve structural performance under a seismic event with minimal improvement while maintaining the building's historical standing.

The LA General MC General Hospital Structural Improvements Project consists of structural improvements to various columns located throughout the Basement Floor and the First Floor of the LA General MC. There are a total of 18 columns that will be affected by this work; 10 on the Basement Floor and 8 on the First Floor.

Upon the Board's approval of the proposed project, the repair work will begin in October 2023 and is anticipated to be completed in April 2024.

# Green Building/Sustainable Design Program

The project would be an upgrade to the structural system and is less than 10 percent of an existing structure. The Scope of Work for this project does not make it feasible to upgrade the building to be Leadership in Energy and Environmental Design certified level

to meet the Board's December 20, 2016, policy. The proposed project will support the Board's Policy for Green Building/Sustainable Design Program by recycling disposable material and by incorporating energy efficient products during construction.

# <u>Implementation of Strategic Plan Goals</u>

The County Strategic Plan directs the provision of Strategy II.1, Drive Economic and Workforce Development in the County; Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions support the Strategic Plan by supporting the wellness of our communities and enhancing the delivery of comprehensive and seamless healthcare services to the residents of the County seeking healthcare assistance.

# FISCAL IMPACT/FINANCING

The total project budget for the proposed LA General MC General Hospital Structural Improvements Project is estimated at \$2,072,000 including construction, change order contingency, plans and specifications, permit fees, consultant, inspection, and County services. The project budget and schedule are included in Enclosure A.

The project is currently funded with \$189,000 in net County cost from the General Hospital West Campus Project, Capital Project No. 87883, for preconstruction costs incurred in Fiscal Year 2022-23. Board approval of the Fiscal Year 2023-24 appropriation adjustment (Enclosure B) will allocate \$1,883,000 from the General Hospital West Campus Project, Capital Project No. 87883, to the LA General MC General Hospital Structural Improvements Project, Capital Project No. 87958, to fully fund the project.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board's Civic Arts Policy amended on August 4, 2020, requires refurbishment projects to include one percent of the eligible design and construction costs to be allocated to the Civic Art Fund. However, the Civic Art Policy's definition of "refurbishment" does not include the installation or replacement of building systems. Therefore, the proposed LA General MC General Hospital Structural Improvements Project is exempt from the policy because it consists of the replacement and/or repair of existing structural system elements.

The JOC is subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

# **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from CEQA. The project is within certain classes of projects that have been found not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (d) and (f) and 15302 of the State CEQA Guidelines and Classes 1 (c), (i), and (x) and (2) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project consists of mainly structural repairs with no expansion of use and where replacement components will have the same purpose and capacity.

In addition, based on the proposed project records, it will comply with all applicable regulations, it is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the project, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code and will post the notice to its website pursuant to Section 21092.2.

# CONTRACTING PROCESS

Public Works completed the design for the repair work using a Board-approved, on-call architectural/engineering agreement, and is now seeking Board approval to complete the construction for the project using a Board-approved JOC.

The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced County employees, are included in all JOCs.

The project Scope of Work includes welding new plates to the existing columns and installing new epoxy anchors into column bases, which is considered repair work and Public Works has made the determination that the use of JOC is the most appropriate contracting method to deliver the project.

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

Approval of the recommended actions will have minimal impact on current County services or projects. In conjunction with Department of Health Services, Public Works will take the appropriate measures to phase the construction to minimize impacts on operations during the repair work.

# **CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:LR:cg

Enclosures

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Department of Health Services (Capital Projects Division)

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
LOS ANGELES GENERAL MEDICAL CENTER
STRUCTURAL IMPROVEMENTS PROJECT
ESTABLISH AND APPROVE PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NO. 87958
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)

# LOS ANGELES GENERAL MEDICAL CENTER GENERAL HOSPITAL STRUCTURAL IMPROVEMENTS PROJECT

# I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Construction Documents	January 2023*
Jurisdictional Approvals	May 2023*
Construction Start	October 2023
Substantial Completion	December 2023
Final Acceptance	April 2024

<sup>\*</sup>Completed Activity

# II. PROJECT BUDGET SUMMARY

Project Activity	Budget
Construction (Job Order Contracts)	\$1,287,000
Change Orders	\$ 165,000
Civic Arts	\$ 0
Construction Subtotal	\$1,452,000
Plans and Specifications	\$ 35,000
Consultant Services	\$ 40,000
Miscellaneous Expenditures	\$ 22,000
Jurisdictional Review/Plan Check/Permit	\$ 7,000
County Services	\$ 516,000
TOTAL PROJECT COST	\$2,072,000

# BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	9/13/2023
BOARD MEETING DATE	9/26/2023
SUPERVISORIAL DISTRICT AFFECTED	☐ AII ☐ 1 <sup>st</sup> ☐ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☑ 4 <sup>th</sup> ☐ 5 <sup>th</sup>
DEPARTMENT(S)	Public Works
SUBJECT	Paramount Library Refurbishment Project
PROGRAM	N/A
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ⊠ No
	If Yes, please explain why: N/A
DEADLINES/ TIME CONSTRAINTS	N/A
COST & FUNDING	Total cost: Funding source: \$4,857,000 Funding source: Fourth Supervisorial District Community Programs Budget
	TERMS (if applicable): N/A
	Explanation: N/A
PURPOSE OF REQUEST	Approve the revised project budget of \$4,857,000, an increase of \$257,000 from the previously Board-approved amount, and associated appropriation adjustment for the ongoing capital project.
BACKGROUND (include internal/external issues that may exist including any related	On December 6, 2022, the Board approved the capital project to refurbish the library with a budget of \$4,600,000 and authorized Public Works to deliver the project using a Board-approved Job Order Contract.
motions)	The increased project funding will be used to incorporate a vertical landscape wall with varying types of living plants and greenery in the remodeled lobby space to enhance the library entry experience for patrons.
	Construction of the library refurbishment began in February 2023 and is scheduled to be completed in February 2024.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how: N/A
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov



# **COUNTY OF LOS ANGELES**

# DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE REFER TO FILE:

September 26, 2023

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

Dear Supervisors:

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PARAMOUNT LIBRARY REFURBISHMENT PROJECT
APPROVE REVISED PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
SPECS. 2074; CAPITAL PROJECT NO. 87884
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)

# **SUBJECT:**

Public Works is seeking Board approval of the revised project budget for the Paramount Library Refurbishment Project.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find the recommended actions are within the scope of the previous finding of exemption from the California Environmental Quality Act for the previously approved Paramount Library Refurbishment Project.
- 2. Approve the revised project budget of \$4,857,000, an increase of \$257,000 from the previously Board-approved amount of \$4,600,000, for the Paramount Library Refurbishment Project, Capital Project No. 87884.

3. Approve the appropriation adjustment to transfer \$267,000 from the Board of Supervisor's Fourth District services and supplies budget as follows: \$10,000 to the LA County Library Operating budget and \$257,000 to the Paramount Library Refurbishment Project, Capital Project No. 87884, to fully fund the project.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the previously approved project within the scope of the previous exemption findings under the California Environmental Quality Act (CEQA) and approve the revised project budget and associated appropriation adjustment for the Paramount Library Refurbishment Project.

The Paramount Library is located at 16254 Colorado Avenue, Paramount, CA, 90723. The single-story, approximately 8,750-square-foot facility was built in 1967 and consists of a community room, an adult reading area, a teen area, a children's area, and a staff work area.

On December 6, 2022, the Board approved the project to refurbish the library with a budget of \$4,600,000 and authorized Public Works to deliver the project using a Board-approved Job Order Contract (JOC).

The project consists of remodeling and refurbishing the interior of the library. The work includes repair and remodel of the building interior finishes and the electrical, mechanical, plumbing, low voltage, information technology, and telecommunication systems; replacement of the interior lighting, signage, bookshelves, and furniture; and refurbishment of the public restrooms to meet current Americans with Disabilities Act accessibility guidelines. The refurbished library will include a customer service desk, an adult reading area, a teen area, a children's area with a homework center, an enlarged community room, two group study rooms, express-service self-checkout machines, public access computers, and Wi-Fi internet access.

Public Works began construction in February 2023. During construction, County Library requested additional design features for the lobby remodel to enhance the entry experience for patrons. The remodeled lobby will now include an approximately 250-square-feet vertical landscape wall with varying types of living plants and greenery to provide a more inviting, inspiring, and environmentally friendly public lobby. Also, the replaced interior lighting in the lobby will incorporate appropriate lighting fixtures to promote plant growth and highlight the vertical landscape wall, and the plumbing system remodel will incorporate a water supply and drainage system for the landscape wall.

These enhanced design features for the lobby remodel will increase the project cost by an estimated \$257,000, including the associated soft and hard costs. County Library has secured additional funds from the Board of Supervisors Fourth District Services and Supplies budget to cover these increased project costs, as well as \$10,000 to cover the first year's associated maintenance costs.

The library refurbishment was originally scheduled to be completed in December 2023. However, due to ongoing supply chain issues that continue to impact the construction industry and the time needed for incorporation of the enhanced lobby design features, the overall construction substantial completion is now anticipated in February 2024.

Green Building/Sustainable Design Program

The project will support the Board's Green Building/Sustainable Design Program by incorporating water and energy efficient plumbing, mechanical, and electrical equipment and fixtures as part of the project.

# Implementation of Strategic Plan Goals

These recommendations support the County's Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets by investing in public infrastructure that will enhance recreational and cultural opportunities for County residents and visitors and improve the operational effectiveness of an existing County asset.

# FISCAL IMPACT/FINANCING

The revised project budget includes design, consultant services, Civic Art allowance, construction, change order contingency, and County services. It is estimated at \$4,857,000, which is \$257,000 more than the previously Board-approved project budget of \$4,600,000. The revised Project Schedule and Budget Summary are included in Enclosure A.

The project is currently funded with \$500,000 from Various Fourth District Improvements, Capital Project No. 77046; and \$4,100,000 from the Fourth Supervisorial District Community Programs budget, which is inclusive of \$3,600,000 to the Paramount Library Refurbishment Project, Capital Project No. 87884 and \$500,000 to the LA County Library Operating Budget for procurement of furniture, fixtures, and equipment for the project.

Approval of the appropriation adjustment (Enclosure B) will transfer \$267,000 from the Board of Supervisors Fourth District Services and Supplies budget as follows: \$10,000 to the LA County Library Operating budget to cover the first year's associated maintenance costs and \$257,000 to the Paramount Library Refurbishment Project, Capital Project No. 87884, to fully fund the project.

# **Operating Budget Impact**

Following completion of the project, LA County Library will fund the additional associated maintenance and operational costs for the facility with existing budgetary resources from its Operating Budget.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the project budget includes 1 percent of the eligible design and construction costs for the Civic Art fund. If approved, the revised project budget will result in an increase in the Civic Art allocation from \$30,000 to \$32,000.

This project is subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

# **ENVIRONMENTAL DOCUMENTATION**

On December 6, 2022, the Board approved and found the project is exempt from CEQA. The project consists of refurbishing the interior of a library building and is within certain classes of projects that have been determined not to have a significant effect on the environment. The project meets the criteria set forth in Sections 15301 (a) and (d); 15302 (c), and 15303 of the State CEQA Guidelines and Classes 1 (c), (d), (h), and (i); 2; and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for repair, refurbishment, and alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity.

The recommended actions are within the scope of the impacts analyzed in the previous exemption, and there have been no changes to the project that require further findings under CEQA.

# **CONTRACTING PROCESS**

Public Works utilized a Board-approved, on-call consultant to complete the design for the project, and this same consultant will be utilized to complete the design for the landscape wall feature.

On December 6, 2022, the Board authorized Public Works to carry out the construction using a Board-approved JOC. The landscape wall feature will be procured and installed as part of the ongoing construction with the Board-approved JOC.

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

Approval of the recommended actions will have no impact on current County services or projects. The Paramount Library is closed during construction. The LA County Library is providing temporary library services during construction at other nearby libraries and suitable locations.

# CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:LR:sl

Enclosures

c: Department of Arts and Culture (Civic Art Division)
 Chief Executive Office (Capital Programs Division)
 County Counsel
 Executive Office
 LA County Library

# CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA PARAMOUNT LIBRARY REFURBISHMENT PROJECT APPROVE REVISED PROJECT BUDGET APPROVE APPROPRIATION ADJUSTMENT SPECS. 2074; CAPITAL PROJECT NO. 87884 (FISCAL YEAR 2023-24) (SUPERVISORIAL DISTRICT 4) (4 VOTES)

# I. PROJECT SCHEDULE

Project Activity	Approved Schedule	Revised Schedule
Construction Documents	05/31/2022	05/31/2022*
Jurisdictional Approvals	10/30/2022	10/30/2022*
Construction Award	01/19/2023	01/19/2023*
(Job Order Contract)		
Construction Start	02/06/2023	02/13/2023*
Substantial Completion	12/29/2023	02/29/2024
Project Acceptance	02/29/2023	04/30/2024

<sup>\*</sup>Actual Completion Date

# **II. PROJECT BUDGET SUMMARY**

Project Activity	Approved Budget	Impact of this Action	Revised Budget	
Construction	\$2,552,000	\$165,000	\$2,717,000	
Furniture/Fixtures/Equipment	\$ 500,000		\$ 500,000	
Telecommunication Systems	\$ 365,000		\$ 365,000	
Civic Art	\$ 30,000	\$ 2,000	\$ 32,000	
Plans and Specifications	\$ 425,000	\$ 37,000	\$ 462,000	
Consultant Services	\$ 40,000	\$ 10,000	\$ 50,000	
Miscellaneous Expenditures	\$ 21,000	\$ 5,000	\$ 26,000	
Jurisdictional Review/				
Plan Check/Permits	\$ 55,000		\$ 55,000	
County Services	\$ 612,000	\$ 38,000	\$ 650,000	
TOTAL	\$4,600,000	\$257,000	\$4,857,000	

PINK			
BA FORM 10142022			BOARD OF SUPERVISORS OFFICIAL COPY
			September 26, 2023
	COUNTY	OF LOS ANGELES	
	REQUEST FOR APPRO	PRIATION ADJUSTMENT	
	BOARD OF	SUPERVISORS	
AUDITOR-CONTROLLER:			
		EPARTMENT. PLEASE CONFIRM THE ACCOUNT FICER FOR HER RECOMMENDATION OR ACTIO	
	FY 2	D AND REASONS THEREFORE 1023-24 VOTES	
SOU	RCES	USES	5
BOARD OF SUPERVISORS		BOARD OF SUPERVISORS	
A01-BS-2000-10010		A01-BS-6100-10010	
SERVICES & SUPPLIES	267,000	OTHER FINANCING USES	10,000
DECREASE APPROPRIATION	267,000	INCREASE APPROPRIATION	10,000
LA COUNTY LIBRARY		LA COUNTY LIBRARY	
B06-PL-96-9911-41200		B06-PL-2000-41200	
OPERATING TRANSFERS IN INCREASE REVENUE	10,000	SERVICES & SUPPLIES INCREASE APPROPRIATION	10,000
MCKEASE REVENOE	10,000	Menease All Normanon	10,000
		LA COUNTY LIBRARY	
		PARAMOUNT LIBRARY REFURBISHMENT PRO	DJECT
		A01-CP-6014-65044-87884 CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	257,000
SOURCES TOTAL	\$ 277,000	USES TOTAL	\$ 277,000
JUSTIFICATION			
	m the Board of Supervisors Fourth Di	strict Services and Supplies budget as follo	ows: \$257,000 to Paramount
		proposed project; and \$10,000 to LA Cou	
the associated first year maintenance	e.		
		Ramon Rodarte	Digitally signed by Ramon Rodarte Date: 2023.08.28 15:38:02 -07'00'
			n Rodarte, Assist. Chief, Fiscal Ser.
BOARD OF SUPERVISOR'S APPROVAL (AS	REQUESTED/REVISED)		
REFERRED TO THE CHIEF	ACTION	APPROVED AS REQUESTED	
EXECUTIVE OFFICER FOR	RECOMMENDATION	APPROVED AS REVISED	
	·	AT THE VED AS REVISED	Matthew J. Digitally signed by Matthew J. Diaz
AUDITOR-CONTROLLER	BY Lan Sam Digitally signed by Lan Sam Date: 2023.08.30 15:02:50	CHIEF EXECUTIVE OFFICER	BY Diaz Date: 2023.08.31 07:51:18 -07'00'
B.A. NO. 022	DATE 8/30/23		DATE 8/31/23

# BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	9/13/2023
BOARD MEETING DATE	9/26/2023
SUPERVISORIAL DISTRICT AFFECTED	☐ AII ☐ 1 <sup>st</sup> ☑ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ☐ 5 <sup>th</sup>
DEPARTMENT(S)	Public Works and Chief Executive Office
SUBJECT	Willowbrook Senior Center – Americans with Disabilities Act Upgrades Project
PROGRAM	N/A
AUTHORIZES DELEGATED AUTHORITY TO DEPT	
SOLE SOURCE CONTRACT	☐ Yes ☐ No
	If Yes, please explain why: N/A
DEADLINES/ TIME CONSTRAINTS	N/A
COST & FUNDING	Total cost: Funding source: \$490,000 Various Americans with Disabilities Act Program Compliance Project funds
	TERMS (if applicable): N/A
	Explanation: N/A
PURPOSE OF REQUEST	Approve the proposed capital project and authorize Public Works to deliver the project using a Board-approved Job Order Contract.
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed project will include remodeling an existing storage room in the senior center to a single use All-Gender accessible restroom, and remodeling the front and back entrance doors, public restrooms, and parking lot of the senior center facility to meet current Americans with Disabilities Act accessibility requirements.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov



# **COUNTY OF LOS ANGELES**

# DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE REFER TO FILE:

September 26, 2023

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

Dear Supervisors:

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
WILLOWBROOK SENIOR CENTER
AMERICANS WITH DISABILITIES ACT UPGRADES PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE APPROPRIATION ADJUSTMENT
APPROVE USE OF JOB ORDER CONTRACTING
SPECS. 7873; CAPITAL PROJECT NO. 87991
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)

# **SUBJECT**

Public Works is seeking Board approval for establishment of the Willowbrook Senior Center Americans with Disabilities Act Upgrades Project with a total budget of \$490,000, approval of an appropriation adjustment, and authorization to deliver the proposed project using a Board-approved Job Order Contract.

#### IT IS RECOMMENDED THAT THE BOARD:

 Find the proposed Willowbrook Senior Center Americans with Disabilities Act Upgrades Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.

- 2. Establish and approve the proposed Willowbrook Senior Center Americans with Disabilities Act Upgrades Project, Capital Project No. 87991, with a total project budget of \$490,000.
- 3. Approve an appropriation adjustment to transfer \$422,000 from Various Americans with Disabilities Act Program Compliance Projects, Capital Project No. 87052, to the proposed Willowbrook Senior Center Americans with Disabilities Act Upgrades Project, Capital Project No. 87991, to fully fund the project.
- 4. Authorize the Director of Public Works or his designee to deliver the proposed project using a Board-approved Job Order Contract.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Willowbrook Senior Center Americans with Disabilities Act (ADA) Upgrades Project exempt from the California Environmental Quality Act (CEQA); establish and approve the capital project, budget, an appropriation adjustment; and authorize Public Works to deliver the project using a Board-approved Job Order Contract (JOC).

#### Background

In January 2009, a Federal class action lawsuit was filed against the County of Los Angeles and the City of Los Angeles. The complaint alleged, among other things, that the County and City discriminated against individuals with Disabilities and Access and Functional Needs (the "DAFN community").

In October 2012, the Board approved a settlement agreement. The settlement agreement provides that the County develop and implement specific deliverables designed to include the DAFN community in the emergency planning and implementation process. One such deliverable is Mass Care and Sheltering, which among other things, requires the County to establish and update a list of shelter sites operated by the County, evaluate those sites for disability-related access, and make those preidentified emergency shelter sites accessible for shelter purposes.

Approval of the recommended actions will allow the County to continue its successful implementation of the Mass Care and Sheltering deliverable in the settlement agreement by making accessibility improvements to the Willowbrook Senior Center that will make the facility suitable for use as emergency shelter site.

# **Proposed Project**

The Willowbrook Senior Center is located at 12915 Jarvis Avenue, Los Angeles, CA 90061. The center provides opportunities for daily learning, skill enhancements, community engagement, socialization, and healthy living for residents of all ages. The proposed project will include remodeling an existing storage room to an All-Gender restroom, remodeling the back entrance door with automatic door actuator control hardware, remodeling the front main entrance doors with accessible push button automatic door opener hardware, and refurbishing and remodeling the public restrooms and parking lot to meet current ADA accessibility requirements.

Public Works completed the design using a Board-approved on-call consultant and is seeking approval from the Board to carry out the construction using a Board-approved JOC. It is anticipated that construction will begin in November 2023 and be completed by May 2024.

Green Building/Sustainable Design Program

The proposed project will support the Board's policy for Green Building/Sustainable Design program by including energy and water efficient fixtures as part of the restroom refurbishments.

# Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of existing County assets.

#### FISCAL IMPACT/FINANCING

The total project cost is estimated at \$490,000 and includes facility assessment, design, consultant services, plan check, construction, and County services. The proposed Project Schedule and Budget Summary are included in Enclosure A.

The facility assessment and design costs of \$68,000 were previously paid from Various ADA Program Compliance Projects, Capital Project No. 87052. Approval of the appropriation adjustment (Enclosure B) will transfer \$422,000 from Various ADA Program Compliance Projects, Capital Project No. 87052, to the Willowbrook Senior Center ADA Upgrades Project, Capital Project No. 87991, to fully fund the proposed project.

# **Operating Budget Impact**

The Department of Aging and Disabilities does not anticipate any one-time, start-up costs or an increase in ongoing maintenance and operational costs following completion of the proposed project.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the proposed project is exempt from the Civic Art Allocation as the eligible costs for the project are less than \$500,000.

This project is not subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

In furtherance of Board Policy 3.195, All-Gender Restroom Policy for County-Owned and Leased Facilities adopted on November 1, 2022, the proposed project will provide a single use All-Gender accessible restroom in the senior center.

# **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from CEQA. The project consists of refurbishing an existing senior center facility to meet current ADA accessibility requirements and is within certain classes of projects that have been determined not to have a significant effect on the environment. The project meets the criteria set forth in Sections 15301 (a), (d), and (l); and 15302 of the State CEQA guidelines and Classes 1 (c), (d), (h), (i), (l); and 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for repair, refurbishment, and alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity.

Additionally, the proposed project will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites complied pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152

of the California Public Resources Code and will post the Notice to its website in accordance with Section 21092.2.

# **CONTRACTING PROCESS**

Public Works completed the design using a Board-approved, on-call consultant and is recommending the use of a Board-approved JOC to carry out the construction.

The scope for the project includes refurbishing and alteration work and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the project.

# IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. The senior center will remain open to the public during construction and the contractor will be required to phase and coordinate construction activities with the County to minimize disruption to public access and the senior center operations.

#### <u>CONCLUSION</u>

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:LR:sl

Enclosures

c: Department of Aging and Disabilities
 Department of Arts and Culture (Civic Art Division)
 Chief Executive Office (Capital Programs Division)
 County Counsel
 Executive Office

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
WILLOWBROOK SENIOR CENTER
AMERICANS WITH DISABILITIES ACT UPGRADES PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE APPROPRIATION ADJUSTMENT
APPROVE USE OF JOB ORDER CONTRACTING
SPECS. 7873; CAPITAL PROJECT NO. 87991
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)

# I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Construction Documents	06/07/2023*
Jurisdictional Approvals	08/11/2023*
Construction Award (Job Order Contract)	10/26/2023
Construction Start	11/06/2023
Substantial Completion	05/31/2024
Project Acceptance	07/31/2024

<sup>\*</sup>Actual Completion Date

#### II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Construction (Job Order Contract)	\$337,000
Plans and Specifications	\$ 40,000
Consultant Services	\$ 10,000
Miscellaneous Expenditures	\$ 6,000
Jurisdictional Review/Plan Check/Permits	\$ 10,400
County Services	\$ 86,600
TOTAL	\$490,000

BA FORM 10142022	BOAR	D OF SUPERVISORS OFFICIAL COPY
	Sept	ember 26, 2023
	UNTY OF LOS ANGELES	
	ROPRIATION ADJUSTMENT	
AUDITOR-CONTROLLER:	OF CHIEF EXECUTIVE OFFICER	
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THE	HIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVEC OFFICER FOR HER RECOMMENDATION OR ACTION.	/AILABLE BALANCES
	ESTED AND REASONS THEREFORE FY 2023-24	
	3 - VOTES	
SOURCES	USES	
VARIOUS CAPITAL PROJECTS  VARIOUS ADA PROGRAM COMPLIANCE PROJECTS  AO1-CP-6014-65099-87052	DEPARTMENT OF AGING AND DISABILITIES  WILLOWBROOK SENIOR CENTER ADA UPGRADES PROJECT  A01-CP-6014-65054-87991	
CAPITAL ASSETS - B & I	CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION 422,000	INCREASE APPROPRIATION	422,000
SOURCES TOTAL \$ 422,000	USES TOTAL \$	422,000
300NCE3101AE		422,000
JUSTIFICATION		
Reflects the transfer of \$422,000 from Capital Project No. 87052 - Var Upgrades Project, Capital Project No. 87991, to fully fund the propose		nior Center ADA
label and the propose	eu project.	
	James Yun  Digitally signed by James Date: 2023.08.25 13:44:4	
	AUTHORIZED SIGNATURE JAMES YUN, MANAGER, CE	0
BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)		
	APPROVED AS REQUESTED	
REFERRED TO THE CHIEF ACTION		
EXECUTIVE OFFICER FOR	APPROVED AS REVISED	Digitally ging - 1 h.
EXECUTIVE OFFICER FOR  RECOMMENDATION Digitally signed by	APPROVED AS REVISED  Matthew J. Dia	Digitally signed by Matthew J. Diaz Date: 2023 08 28
EXECUTIVE OFFICER FOR  RECOMMENDATION	ov Lan	Matthew J. Diaz Date: 2023.08.28 17:18:02 -07'00'
	APPROVED AS REQUESTED	

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	☐ Board Memo ☐ Other
CLUSTER AGENDA REVIEW DATE	9/13/2023
BOARD MEETING DATE	10/3/2023
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 <sup>st</sup> ☑ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ☐ 5 <sup>th</sup>
DEPARTMENT(S)	Beaches and Harbors
SUBJECT	Delegate Authority to the Director to Execute License Agreement to Southland Farmers' Market Association for Marina del Rey Farmers' Market
PROGRAM	Marina del Rey Farmers' Market
AUTHORIZES DELEGATED AUTHORITY TO DEPT	
SOLE SOURCE CONTRACT	☐ Yes ☐ No
	If Yes, please explain why:
DEADLINES/ TIME CONSTRAINTS	The Department requested and received Board approval to issue an interim Special Event Permit to Southland Farmers' Market Association (SFMA) for a period of up to five months to allow time for a long-term license agreement to be negotiated and executed. The interim permit expires on October 5, 2023. Therefore, the proposed license agreement must be executed before the October 7, 2023.
COST & FUNDING	Total cost: Funding source: \$
	TERMS (if applicable):
	Explanation:
PURPOSE OF REQUEST	To obtain delegated authority for Department's Director to execute non-exclusive license agreement for use of parking lot #11 for the Marina del Rey Farmers' Market.
BACKGROUND (include internal/external	For the past 10 years, SFMA has operated the Marina del Rey Farmers' Market in parking lot #11 in Marina del Rey. The Department has exhausted the Director's
issues that may exist including any related motions)	delegated authority to continue ŚFMA's operation of the market under a Special Event Permit. The Department desires to continue the partnership with SFMA for its operation and management under a long-term license agreement.
EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain how: This agreement will support the County's MdR for All initiative by accepting CalFresh as an accepted form of payment at the market and supporting minority and women businessowners.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how: The proposed License Agreement will further the County's Strategic Plan Goal II to Foster Vibrant and Resilient Communities (Strategy II.2.4) by supporting farmers and small business vendors, as well as the wellbeing of Los Angeles County residents by increasing access to fresh and healthy produce. The recommended action will also maximize the use of a County asset by using public Parking Lot #11 to secure an additional revenue stream and support economic development in Marina del Rey, which promotes Strategic Plan Goal III to Realize Tomorrow's Government Today (Strategy III.3.2).

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Catrina M. Love Division Chief	
CONTACTS	Community and Marketing Services	
	(424) 526-7871	
	clove@bh.lacounty.gov	



Caring for Our Coast

Gary Jones

Amy M. Caves Chief Deputy Director

> Carol Baker Deputy Director

LaTayvius R. Alberty

Deputy Director

October 3, 2023

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:** 

DELEGATE AUTHORITY TO THE DIRECTOR TO EXECUTE LICENSE AGREEMENT TO SOUTHLAND FARMERS' MARKET ASSOCIATION FOR MARINA DEL REY FARMERS' MARKET (SUPERVISORIAL DISTRICT 2) (3 VOTES)

# **SUBJECT**

This action is to request delegated authority for the Director of the Department of Beaches and Harbors to execute a license agreement with Southland Farmers' Market Association to operate a Certified Farmers' Market in public Parking Lot #11 in Marina del Rey.

#### IT IS RECOMMENDED THAT THE BOARD:

- Find the proposed approval of the License Agreement categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the agreement.
- 2. Authorize the Director of Beaches and Harbors, or designee, to execute a License Agreement with the Southland Farmers' Market Association (Attachment I) for the use of a portion of Parking Lot #11 to operate a Certified Farmers' Market, the "Marina del Rey Farmers' Market," for an initial term of three years with two one-year renewal options.
- Authorize the Director of Beaches and Harbors, or designee to execute any other documentation approved as to form by County Counsel necessary to effectuate the License Agreement, and, if necessary, to amend, exercise renewal options, or terminate the License Agreement.



# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2013, the Department of Beaches and Harbors (Department) solicited proposals from experienced farmers' market operators to implement, operate and promote a one-year pilot program for a year-round, weekly Certified Farmers' Market in the unincorporated area of Marina del Rey, beginning in spring 2013. Out of the five operators who responded to the request for proposals, the Department chose Southland Farmers' Market Association (SFMA) for the pilot project due to its extensive roster of vendors, years of experience in successfully establishing large farmers' markets, and high proposal rating. SFMA is a 501(c)(6) non-profit organization that was founded in 1983 with the goals of supporting farmers, establishing new markets, and promoting and assisting existing markets. SMFA currently represents 8 farmers' markets and more than 400 growers in Southern California.

The Department issued SFMA a Special Event Permit to operate the market, which is formally known as the "Marina del Rey Farmers' Market." As a result of SFMA's outstanding management, the permit has been extended several times over the past ten years. During this timeframe, the market has flourished to become a leading and diverse marketplace with over 80 vendors who sell locally grown produce (conventional and organic), prepared and packaged foods, and artisanal goods to the residents of Marina del Rey and the surrounding areas. Currently, the market operates every Saturday from 9 a.m. to 2 p.m. in a portion of public Parking Lot #11, located at 14101 Panay Way, Marina del Rey, CA 90292 (see attached Exhibit A).

The Department desires to continue the partnership with SFMA for its operation and management of the market. However, the Department had reached the end of the Director's delegated authority to further extend the permit. Therefore, in May 2023 the Department requested Board approval to issue an interim Special Event Permit to SFMA for a period of up to five months to allow time for a long-term license agreement to be negotiated and executed. The Department is recommending the Board approve the attached new License Agreement, which will ensure the market continues to operate and provide farm-fresh, conventional, and organic fruits and vegetables, as well as locally curated arts and crafts to the coastal community of Marina del Rey with about 10,000 residents and over two million annual visitors.

# **Implementation of Strategic Plan Goals**

The proposed License Agreement will further the County's Strategic Plan Goal II to Foster Vibrant and Resilient Communities (Strategy II.2.4) by supporting farmers and small business vendors, as well as the wellbeing of Los Angeles County residents by increasing access to fresh and healthy produce. The recommended action will also maximize the use of a County asset by using public Parking Lot #11 to secure an additional revenue stream and support economic development in Marina del Rey, which promotes Strategic Plan Goal III to Realize Tomorrow's Government Today (Strategy III.3.2).

# FISCAL IMPACT/FINANCING

During the initial three-year term of the License Agreement, SFMA will provide the County with an estimated \$92,361 in annual revenue, based on 24% of gross receipts from tiered booth fees paid to SFMA each week by vendors for space at the market. Prior to the end of the third agreement year, the agreement terms will be reevaluated by the Department. If the Director extends the License Agreement beyond its initial term for the two one-year option periods, the County will receive continued revenue from SFMA's gross receipts.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Parking lot #11, also known as Parcel GR, is located on the corner of Panay Way and Via Marina near Marina "Mother's" Beach. The 104,047 square foot lot, which contains 263 spaces, is open to the public 24 hours a day for short-term motor vehicle parking.

The Board is authorized by the provisions of Government Code section 25907 to lease the subject property to any person, firm, or corporation for concessions and services consistent with recreational purpose, or purposes beneficial to the agricultural industry. The proposed License Agreement, negotiated by the Department, is consistent with this authority.

Material terms include standard indemnification and insurance provisions.

County Counsel has reviewed the terms as to form.

#### **ENVIRONMENTAL DOCUMENTATION**

Approval of the License Agreement is categorically exempt from the provisions of CEQA per Section 15304 (e) of the guidelines and pursuant to Class 4 of the County's Environmental Document Reporting Procedures and Guidelines. The License Agreement involves minor or temporary alterations to land that have negligible or no permanent effect on the environment.

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

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

# **CONCLUSION**

Upon Board approval, authorize the Executive Office of the Board to return one stamped copy of the approved Board letter to the Department. Should you have any questions, please contact Catrina M. Love, Division Chief, Community and Marketing Services at (424) 526-7871 or clove@bh.lacounty.gov.

The Honorable Board of Supervisors October 3, 2023 Page 4

Respectfully submitted,

GARY JONES Director

# **Enclosures**

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

GJ:AC:cml

# **BOARD LETTER COVER SHEET**

Agenda Date: October 3, 2023		
Subject: Delegate Authority to the Director to Execute License Agreement to Southland Farmers' Market Association for Marina del Rey Farmers' Market		
If the Board Agenda item requires clearance from County Counsel or Chief Information Officer, explain where you are in that review process. If not, please indicate that it is not required.		
The agreement is still in draft form. However, the Department is working with County Counsel on the necessary edits.		
If there is an urgency to the Board Agenda item, explain the urgency, citing the reason for the urgency (including the drop-dead due date) and consequences if the due date is missed. If not, please indicate that there is no urgency.		
The Department requested and received Board approval to issue an interim Special Event Permit to Southland Farmers' Market Association (SFMA) for a period of up to five months to allow time for a long-term license agreement to be negotiated and executed. The interim permit expires on October 5, 2023. Therefore, the proposed license agreement must be executed before the October 7, 2023.		
Is this a Delegated Authority or Consent Agenda item? Check the appropriate box below and explain why.		
☐ CEO Delegated Authority		
☐ Board Agenda, Consent		
☐ Board Agenda, Not Consent.		
Board Notification:		
☐ Yes (see attached)		
☐ No (please explain why not)		
Contact person for the Board Agenda item, division, phone number, and e-mail address.		
Catrina M. Love, Division Chief Community and Marketing Services (424) 526-7871 clove@bh.lacounty.gov		

# NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License ("License") October, 2023, ("Effective Date").	is made and entered into this day of
BY AND BETWEEN AND	COUNTY OF LOS ANGELES, a body corporate and politic, ("Licensor" or "County")
	SOUTHLAND FARMERS' MARKET ASSOCIATION, hereafter referred to as "Licensee"

#### RECITALS

WHEREAS, County owns certain real property more commonly known as Parking Lot #11, located at 14101 Panay Way, Marina del Rey, California 90292 ("Property") and is authorized to license use of the Property pursuant to Government Code 25907;

WHEREAS, Licensee desires to use a portion of the Property for the purposes of conducting a Certified Farmer's Market ("Market);

WHEREAS, County wishes to grant a non-exclusive license to Licensee upon the following terms and conditions;

WHEREAS, the Board of Supervisors authorized the Los Angeles County Department of Beaches and Harbors ("Department") to enter into this License on \_\_\_\_\_, 2023;

WHEREAS, the Licensee is authorized under the laws of the State of California to engage in the business of operating a farmers' market and possesses the competence, expertise and personnel necessary to do so;

Now therefore, in consideration of the mutual promises, covenants, and conditions set forth herein, and incorporating the recitals set forth above, the parties agree as follows:

# 1. LICENSE AREA

1.1 County hereby provides a non-exclusive License and Licensee hereby agrees to the terms and conditions set forth, for use of the Licensed Area (defined below) for purposes and during the specific hours described in Sections 1.2 thru 1.7 of the portion of the Property as depicted on Exhibit "A" attached hereto by this reference (the "Licensed Area"). Except as otherwise specified, the License Area includes only the area in which the Market will be located. Licensee shall have the

use of the Licensed Area each and every Saturday for the entire term of this License. County reserves the right to modify the Licensed Area and configuration of the Market layout as necessary. County shall have the option to change the hours and day(s) that Licensee is permitted to use the Licensed Area, as necessary.

- 1.2 Licensee is to provide a turnkey operation of a year-round Certified Farmers' Market as defined in the California Health and Safety Code and as certified and regulated by the State of California.
- 1.3 Licensee shall not permit any market activities outside the License Area without the prior written approval of the Department. The License Area shall be used only by the Licensee for the purpose of conducting the sale of produce, flowers, arts and crafts, preserved, packaged and prepared food, and such other purposes as are related thereto.
- 1.4 Licensee shall make no alterations or improvements to the License Area.
- 1.5 Licensee acknowledges personal inspection of the License Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License.
- 1.6 Licensee accepts the License Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.
- 1.7 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the License Area and covenants and agrees never to assail, contest or resist said title.

# 2. TERM AND EXTENSION OF RIGHTS

- 2.1 The term of the License shall be for an initial period of three (3) years, commencing on the Effective Date and shall terminate on \_\_\_\_\_ ("Termination Date").
- 2.2 County has the option to extend Licensee's Term for two additional terms of one (1) year each term, provided that:
- a. For the first extension period, Licensee must inform the Director in writing of the Licensee's request to exercise the option to extend the License at least 180 days before the Termination Date; and
  - (1) Licensee is not then in default or out of compliance with any of the terms of the License; and

- (2) The parties mutually agree on any needed amendments to the License.
- (b) For the second extension period, Licensee must inform the Director in writing of the Licensee's request to exercise the option to extend the License at least 180 days before the expiration of the first option year term; and
  - (1) Licensee is not then in default or out of compliance with any of the terms of the License.
- 2.3 If Licensee fails to exercise the first option nor do they receive approval of their first option to renew from the County, the second option shall be void and of no further effect.
- 2.4 The License may be terminated by either party upon a sixty (60) days written notice. Should the License be terminated, all obligations, duties, payments, and rights shall cease as of the date of termination. Notwithstanding the foregoing provision, this License may be immediately cancelled by the County in the event of an emergency or unsafe condition.

# 3. PAYMENT

- 3.1 Licensee shall pay County 24% of gross revenues of the Market, based on the following fee structure:
- "Producers" and "Growers" are defined as vendors who sell agriculture products, such as fruits, vegetables, and cut flowers and pay a flat booth rate of at \$50;
- "Craft Vendors" are defined as vendors who sell artisan products, such as art, jewelry, clothing, and other goods and pay a booth rate of \$60 or 12% of sales, whichever is greater; and
- "Food Vendors" are defined as vendors who sell preserved, prepared and packaged foods, as well as other food-related products, and pay a booth rate of \$80 or 12% of sales, whichever is greater.

Licensee shall also pay 24% of gross revenues from any other miscellaneous income, such as sales from reusable shopping totes. In addition, reduced booth fees may be charged to vendors with limited sales, or higher booth fees to vendors who inaccurately report their sales, based on the results of Licensee-conducted audits.

3.2 License must provide County with an electronic copy of each Market report, as depicted in Exhibit "A-2", using Microsoft Excel (or other program agreed upon between License and County) to detail all participating vendors, gross sales, booth

fees, and miscellaneous revenue. Licensee's Microsoft Excel file must include formulas with exact revenues, as opposed to rounded figures, and a comments column to provide notes that better inform the County of vendor sales and collected fees. The Market report shall be received within 10 days of the Market date. Gross receipt payments shall be received within 15 days of receipt of invoice and payable to the Department of Beaches and Harbors and mailed or otherwise delivered to the County of Los Angeles, Department of Beaches and Harbors, 4640 Admiralty Way, Marina del Rey, CA 90292, Attention: Fiscal Unit. A copy of the invoice must accompany corresponding payment.

# 4. **OPERATING RESPONSIBILITIES**

- 4.1 <u>Compliance with Law</u>: Licensee's operations in and use of the License Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the License Area, the same must be first obtained from the regulatory agency having jurisdiction thereover. County shall maintain the License Area in compliance with all applicable County ordinances and State and Federal laws and regulations.
- 4.2 <u>Market Day and Time</u>: The Market shall operate between the hours of 9 a.m. to 2 p.m., with load in and load out hours from 6:00 a.m. to 9 a.m. and 2 p.m. to 4:30 p.m., respectively, every Saturday during the License term (as defined in Section 2, above). Licensee and County shall agree on the annual calendar for the Market, including any blackout dates due to holidays, special events, and other circumstances.
- 4.3 <u>Market Vendors</u>: Licensee will find and book Market vendors, who shall be subject to the terms of this License.
- 4.4 <u>Advertising</u>: Licensee will collaborate with the County on advertising campaigns to promote the Market.
- 4.5 Permits, Permits, Registration and Certificates: Licensee at its sole cost and expense shall obtain and maintain in effect during the term of the License all necessary permits, licenses, registrations, and certificates required to operate a Certified Farmers' Market in the License Area and shall ensure that all participating vendors and entertainers obtain and maintain all necessary permits, licenses, registrations, and certificates required pursuant to the Certified Farmer's Market regulations, local County, State and Federal laws.
- 4.6 <u>Special Activities</u>: Upon receiving written approval from the County one week in advance of event, Licensee may also book entertainment, such as musicians and face painters, as well as schedule cooking demonstrations at its sole expense.

- 4.7 <u>Public Courtesy</u>: Licensee shall conduct work in a courteous, non-profane, and first-class workmanlike manner. Licensee shall not interfere with the use of the License Area by the County, lessees, or the public, except as herein permitted. Licensee shall promptly remove or cause to be removed from the License Area all Licensee's parties that fail to conduct activities in the manner heretofore described.
- 4.8 Parking: This License includes the non-exclusive right for Licensee and Market vendors to temporarily load and unload their vehicles on the Property, including within the Licensed Area, from 6:00 a.m. to 9 a.m. and 2 p.m. to 4:30 p.m. This License also includes the non-exclusive right for Licensee and the Market vendors to park in Parking Lot #9, located at 13977 Palawan Way, Marina del Rey, California 90292, referred to as Parking Area and depicted in Exhibit "A-3" attached hereto during Market hours. Parking is limited to vehicles as approved by the County, and Licensee acknowledges that the Parking Area is shared with and open to the public. County will issue Licensee with up to 120 parking permits for use in the Parking Area on a monthly basis for distribution to participating vendors and entertainers that perform services hereunder. County will issue Licensee with up to six (6) parking permits per month in Parking Lot #11 for use by participating vendors, and entertainers with disabilities. All parking permits will be valid on Saturdays only from 6:00 a.m. to 4:30 p.m., excluding Market blackout dates. Any vehicles found without the valid parking permit clearly visible and appropriately displayed on the dashboard will be subject to a parking citation.
- 4.9 <u>Storage</u>: Licensee is permitted to keep Market equipment and supplies (e.g., tables chairs, signage, etc.) in the County-owned shed that is located within the License Area. County is not responsible for any theft, damage, destruction, or loss to Licensee's property stored in the shed.
- 4.10 <u>Marina del Rey for All Initiative</u>: To support the County's "MdR for All" initiative, a community-based effort to reimagine Marina del Rey as a more inclusive, equitable, and sustainable County resource for everyone in Los Angeles County, Licensee shall:
- Ensure the CalFresh Program's Electronic Benefit Transfer (EBT) is an accepted form of payment at the Market for CalFresh-eligible foods
- Conduct outreach to recruit more minorities and women to the Market's vendor roster.
- Incorporate bilingual informational signage throughout the market
- 4.11 <u>Food Donations</u>: Licensee shall coordinate with Market growers to ensure donations, whether monthly, quarterly, and/or annually, of fresh produce are made to non-profit organizations that work to feed food insecure residents in Los Angeles County.

- 4.12 Name: Licensee agrees to use the name "Marina del Rey Farmers' Market" exclusively during its operation of the Market. County retains ownership of said name and all rights associated therewith and represents and warrants to Licensee that County exclusively owns all rights in and to said name and that County's use and permission for Licensee to use said name will not violate or infringe upon the rights of any other third party.
- 4.13 <u>Signs</u>: Licensee shall not post signs or advertising matter upon the License Area unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld.
- 4.14 <u>Sanitation</u>: No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the License Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.
- 4.15 <u>Security Devices</u>: The Licensee shall be responsible at its expense for securing the Licensed Area to standards determined by the County, provided, however that security of the Licensed Area ultimately shall be the responsibility of Licensee. County shall not be liable to Licensee, its vendors, visitors, invitees or any other parties for any injury, theft, loss, or damage occurring within or related to the Licensed Area.
- 4.16 <u>Maintenance</u>: Licensee shall be responsible for maintaining the License Area in a clean and sanitary condition after use. Debris must be properly disposed of. Licensee and participating vendors and entertainers that perform services hereunder are permitted to use County's trash dumpster that is located within the License Area. In the event Licensee fails to maintain the Licensed Area to County's satisfaction, County reserves the right to cure and bill Licensee for all costs.
- 4.17 <u>Examination of License Area</u>: Licensee shall permit authorized representatives of the County to enter the License Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

### 5. ACCOUNTING RECORDS

Licensee shall maintain a method of accounting that correctly and accurately reflects the gross receipts and disbursements of the operator in connection with the Market. The method of accounting must be separate from other accounting systems used for any other business conducted by the operator or for recording the operator's personal financial affairs. All documents, accounting books, and

records shall be open for inspection and re-inspection by the County for a period of five years.

### 6. <u>INDEMNIFICATION</u>

The Licensee shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this License, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

### 7. INSURANCE

Without limiting Licensee's indemnification of County, and in the performance of this License and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 7 and 8 of this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

### 7.1 Evidence of Coverage and Notice to County:

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a
  copy of an Additional Insured endorsement confirming County and its Agents
  (defined below) has been given Insured status under the Licensee's General
  Liability policy, shall be delivered to County at the address shown below and
  provided prior to commencing services under this License.
- Renewal Certificates shall be provided to County not less than 10 days prior to Licensee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Licensee insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified as the contracting party in this License. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any

policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to
  object to a non-complying insurance certificate or endorsement, or any other
  insurance documentation or information provided by the Licensee, its
  insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of
  the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Beaches and Harbors
Community and Marketing Services Division
4701 Admiralty Way
Marina del Rey, CA 90292
Attn: Catrina M. Love, Division Chief

- Licensee also shall promptly report to County any injury or property damage
  accident or incident, including any injury to a Licensee employee occurring
  on County property, and any loss, disappearance, destruction, misuse, or
  theft of County property, monies or securities entrusted to Licensee. Licensee
  also shall promptly notify County of any third party claim or suit filed against
  Licensee or any of its Sub-Licensees which arises from or relates to this
  License, and could result in the filing of a claim or lawsuit against Licensee
  and/or County.
- 7.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the County.

The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

7.3 <u>Cancellation of or Changes in Insurance</u>: Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written

notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the License, in the sole discretion of the County, upon which the County may suspend or terminate this License.

7.4 <u>Failure to Maintain Insurance</u>: Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this License. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee, deduct the premium cost from sums due to Licensee or pursue Licensee reimbursement.

### 8. <u>INSURANCE COVERAGES</u>

8.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

### 9. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, and therefore, Licensee shall not assign hypothecate or mortgage the License Area or any portion thereof, by, through, or pursuant to this License.

### 10. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated

equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

### 11. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

### 12. WAIVER

- 12.1 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.
- 12.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

### 13. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the License Area and deliver the License Area to County in reasonably good condition.

### 14. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

### 15. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid,

addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Southland Farmers' Market Association PO Box 91059 Santa Barbara, CA 93190 Attn: Howell Tumlin, Executive Director

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

County of Los Angeles
Department of Beaches and Harbors
Community and Marketing Services Division
4701 Admiralty Way
Marina del Rey, CA 90292
Attn: Catrina M. Love, Division Chief

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

### 14. REPAIR OF EQUIPMENT

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area damaged by Licensee or Licensee's agents, employees, invitees and visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which consent shall not be unreasonably withheld or delayed, (b) be at least equal in quality, value and utility to the original work or installation, and (c) be in accordance with all laws.

### 15. DAMAGE OR DESTRUCTION

Should the License Area be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

### 16. SOLICITATION OF CONSIDERATION

16.1 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Licensee with the implication, suggestion or statement that the Licensee's provision of consideration may secure more

favorable treatment for the Licensee in the award of the License or that the Licensee's failure to provide such consideration may negatively affect the County's consideration of the Licensee's submission. A Licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of the License.

16.2 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

### 17. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any, lease or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

### 18. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

### 19. TAXATION OF LICENSE AREA

- 19.1 The interest (as defined in California Revenue and Taxation Code Section 107) in the License Area created by this License may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.
- 19.2 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the License Area and any improvements located thereon.
- 19.3 If Licensee fails to pay any lawful taxes or assessments upon the License Area which Licensee is obligated to pay, Licensee will be in default of the License.
- 19.4 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon

demand. Licensee and County agree that this is a License and not a lease and no real estate interest is being conveyed herein.

### 20. <u>INTERPRETATION</u>

Unless the context of this License 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.

### 21. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

### 21. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

### 22. <u>COUNTERPARTS</u>

This License may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same License. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

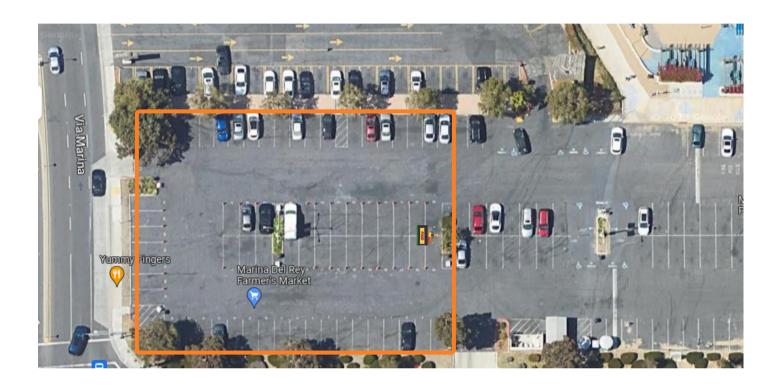
The County and Licensee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this License.

IN WITNESS WHEREOF, Licensee has executed this License, or caused it to be duly executed, and County of Los Angeles, by order of its Board of Supervisors, has caused this License to be executed on its behalf by the Director of the Department of Beaches and Harbors thereof, the day and year first above written.

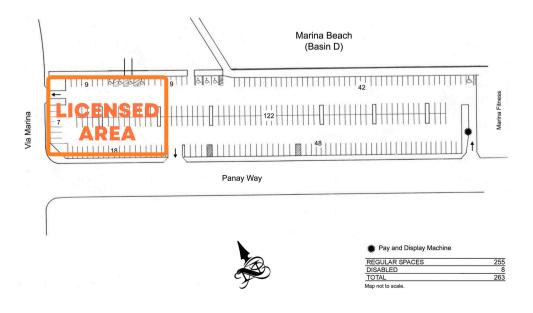
	COUNTY OF LOS ANGELES:
	By:
	Gary Jones, Director Department of Beaches and Harbors
	Licensee:
	By:
	Howell Tumlin, Executive Director Southland Farmers' Market Association
APPROVED AS TO FORM:	
Dawyn R. Harrison County Counsel	
By:	

### **LICENSED AREA**

### **LOT #11 - 14101 PANAY WAY**



### PARKING LOT #11 (Parcel GR)



**Space Fee** 

### SAMPLE MARKET REPORT

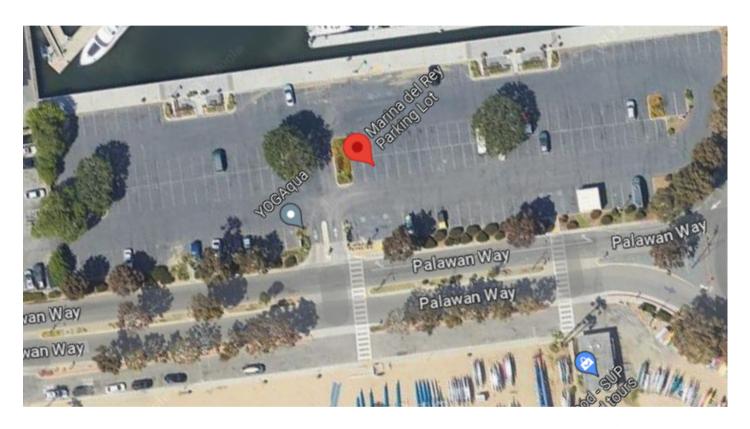
### Marina del Rey Farmers' Market Report Date of Market

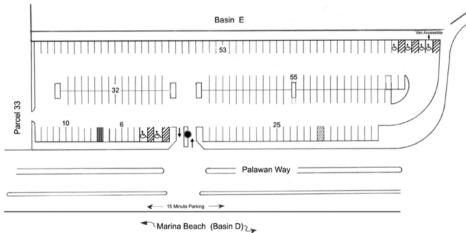
	Date of it	iaritet		
Growers & Producers	# of Stalls	Total Sales	Space Fee	20% of Space Fee
Vendor Name				
Subtotal:				
Subtotai.				
Food Vendors	# of Stalls	Total Sales	Space fee	20% of Space Fee
Vendor Name				
Subtotal:				
Crafter Vendors	# Stalls	Total Sales	Space fee	20% of Space Fee
Vendor Name				
Subtotal:				
TOTAL	# Stalls	Total Sales	Space fee	20% of

**TOTAL** 

### **VENDOR PARKING**

### **LOT #9 - 13977 PALAWAN WAY**









### BOARD LETTER/MEMO CLUSTER FACT SHEET

□ Board Memo □ Other **CLUSTER AGENDA** 9/13/2023 **REVIEW DATE BOARD MEETING DATE** 10/3/2023 SUPERVISORIAL  $\bowtie$  All **DISTRICT AFFECTED** 1st ☐ 2<sup>nd</sup> 3rd ☐ 4<sup>th</sup> ☐ 5<sup>th</sup> DEPARTMENT(S) Los Angeles County Development Authority (LACDA) **SUBJECT** Approve Health Plans **PROGRAM** Human Resources **AUTHORIZES** ☐ Yes ⊠ No **DELEGATED AUTHORITY** TO DEPT **SOLE SOURCE** ☐ Yes ⊠ No CONTRACT If Yes, please explain why: N/A **DEADLINES/ TIME CONSTRAINTS** COST & FUNDING Total cost: Funding source: LACDA's Fiscal Year 2023-25 Operating Budgets \$2,280,000 TERMS (if applicable): Explanation: The employer-paid medical subsidy is projected at a cost not to exceed \$2,280,000 (of the \$11,700,000 projected total premium cost). This amount combined with the amount contributed by each employee will fund the premiums for medical insurance for 2024. PURPOSE OF REQUEST The purpose is to provide LACDA employees affordable health care coverage for the 2024 calendar year. The current plans end on December 31, 2023. BACKGROUND The LACDA participates in a Joint Powers Agreement known as PRISM Health to obtain (include internal/external the most favorable plan rates and has negotiated renewals for all of these plans for the 2024 calendar year. The LACDA received and evaluated favorable renewals from issues that may exist including any related PRISM Health for multi-year cost savings agreement that has provided rate relief through motions) a purchasing pool. The renewals preserve the Kaiser and Blue Shield plans with no plan design changes for 2024. The renewal provides the most cost-effective option for the LACDA at a total group increase of 12.7%. The current California market trend increases average 20-25% for HMO and PPO products. **EQUITY INDEX OR LENS** ☐ Yes ⊠ No **WAS UTILIZED** If Yes, please explain how: SUPPORTS ONE OF THE Yes ⊠ No NINE BOARD PRIORITIES If Yes, please state which one(s) and explain how: DEPARTMENTAL Name, Title, Phone # & Email: CONTACTS Kathy Thomas, Chief of Operations, (626) 586-1844 Kathy. Thomas @lacda.org

October 3, 2023

Honorable Board of Commissioners Los Angeles County Development Authority 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Commissioners:

### APPROVE HEALTH PLANS (ALL DISTRICTS) (3 VOTES)

### **SUBJECT**

This letter recommends approval of the Los Angeles County Development Authority (LACDA) employee health benefits for the 2024 calendar year.

### IT IS RECOMMENDED THAT THE BOARD:

- Authorize the Executive Director or his designee to approve renewal plans with PRISM Health (formerly CSAC Excess Insurance Authority), a Joint Powers Agreement, to continue to provide Health Maintenance Organization (HMO) and Preferred Provider Option (PPO) group medical plans by Blue Shield, and to execute a continuing contract with Kaiser Health Plan (Kaiser), to be effective January 1, 2024.
- 2. Approve the employer-paid medical subsidy for the 2024 calendar year to Blue Shield and Kaiser, at an estimated cost not to exceed \$2,280,000.
- Authorize the LACDA to fund all Calendar Year 2024 health plan costs using funds included in the approved Fiscal Year 2023-2024 budget and funds to be approved through the annual budget process for Fiscal Year 2024-2025.
- 4. Find that the approval of the employee health plans for the 2024 calendar year is not subject to the provisions of the California Environmental Quality Act (CEQA) because the activities are not defined as a project under CEQA.

Honorable Board of Commissioners October 3, 2023 Page 2

### PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

The purpose of the recommended action is to provide LACDA employees affordable health care coverage for the 2024 calendar year. The current plans end on December 31, 2023.

### FISCAL IMPACT/FINANCING

There is no fiscal impact to County General Fund. The expenses will be fully covered using funds included in the LACDA's approved Fiscal Year 2023-2024 budget and Fiscal Year 2024-2025 proposed budget.

In an effort to help employees pay for medical insurance coverage, the LACDA will continue to provide an employer-paid medical subsidy. This amount, projected at a cost not to exceed \$2,280,000 (of the \$11,700,000 projected total premium cost), combined with the amount contributed by each employee, will fund the premiums for medical insurance for the 2024 calendar year.

There is a 7% increase to the employee portion of the premiums for the 2024 calendar year. The increase to the employee portion of the premiums will be offset with an increase to flexible benefit dollars. The LACDA will observe an overall 12.7% premium cost increase.

The current Fiscal Year 2023-2024 approved LACDA budget includes funds to cover the proposed health plans through June 30, 2024. The annual budget process for Fiscal Year 2024-2025 will include funding for the remainder of the calendar year costs.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since its inception, LACDA employees have been participants in a separate and distinct personnel and retirement system, inclusive of a separate and distinct group benefit plan.

The LACDA currently provides employees with Blue Shield HMO, Blue Shield PPO, and Kaiser as employee medical plan options. During the month of August, the LACDA evaluated these plans and the premium costs for 2024, with the assistance of the LACDA's insurance broker, Alliant Insurance Services.

The LACDA participates in a Joint Powers Agreement known as PRISM Health to obtain the most favorable plan rates and has negotiated renewals for all of these plans for the 2024 calendar year. The LACDA received and evaluated favorable renewals from PRISM Health for multi-year cost savings agreement that has provided rate relief through a purchasing pool. The renewals preserve the Kaiser and Blue Shield plans with no plan design changes for 2024. The renewal provides the most cost-effective option for the LACDA at a total group increase of 12.7%. The current California market trend increases average 20-25% for HMO and PPO products.

Honorable Board of Commissioners October 3, 2023 Page 3

The annual open enrollment period, which allows LACDA employees to enroll in health plans for 2024, will begin following your Board's approval.

### **ENVIRONMENTAL DOCUMENTATION**

This action is exempt from the provisions of the National Environmental Policy Act pursuant to Title 24 of the Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. The action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

### IMPACT ON CURRENT PROGRAM

The recommended actions are consistent with the principle of promoting the well-being of LACDA employees and their families by offering comprehensive employee benefits.

Respectfully submitted,

EMILIO SALAS Executive Director

### BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	9/13/2023	
BOARD MEETING DATE	10/3/2023	
SUPERVISORIAL DISTRICT AFFECTED	⊠ All ☐ 1st ☐ 2 <sup>nd</sup> ☐	3rd 4th 5th
DEPARTMENT(S)	Los Angeles County Development	t Authority (LACDA)
SUBJECT	APPROVE ACCEPTANCE AND ALLOCATION OF STATE OF CALIFORNIA EMERGENCY SOLUTIONS GRANT FUNDS	
PROGRAM	Community Development	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No	
SOLE SOURCE CONTRACT	☐ Yes ☐ No	
CONTRACT	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: N/A	Funding source: State of California Emergency Solutions Grant (ESG)
	TERMS (if applicable):	
	estimates of available State ESG for instructions, the State recommend exceed amount of at least twice the	otice of Funding Availability (NOFA) included initial unding of \$1,179,786 to the County. As part of the NOFA ded that the LACDA include in the Resolution a not-toe initial estimate. A new Resolution would be required if roved amount. The amount in the proposed Resolution is the initial estimate.
PURPOSE OF REQUEST	The purpose of this action is to ap \$3,539,358 from the State of Calif provides services such as street o through contracts with non-profit a	prove the acceptance ESG funds not to exceed ornia, and to allocate these funds to LAHSA, which outreach, emergency shelter, and rapid re-housing, and government agencies that have been selected rocess. A portion of the funds also support LACDA
BACKGROUND (include internal/external issues that may exist including any related motions)	The State receives annual ESG allocations from the U.S. Department of Housing and Urban Development. These funds are then allocated to counties through their State Administrative Entities (SAE). LACDA is the SAE for Los Angeles County. The State will execute an agreement for up to \$3,539,358 with the LACDA, which will then transfer the State ESG funds to LAHSA.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) a	and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Linda Jenkins, Director, (626) 586	-1765 Linda.Jenkins@lacda.org

October 3, 2023

Honorable Board of Commissioners Los Angeles County Development Authority 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Commissioners:

### APPROVE ACCEPTANCE AND ALLOCATION OF STATE OF CALIFORNIA EMERGENCY SOLUTIONS GRANT FUNDS (ALL DISTRICTS) (3 VOTE)

### **SUBJECT**

This letter requests that your Board adopt a resolution to receive an amount not to exceed \$3,539,358 in State of California Emergency Solutions Grant (State ESG funds) from the Department of Housing and Community Development (State of California). These funds will be allocated to the Los Angeles Homeless Services Authority (LAHSA).

### IT IS RECOMMENDED THAT THE BOARD:

- Adopt and instruct the Chair to sign an Authorizing Resolution to accept an amount not to exceed \$3,539,358 in State ESG funds, which will be used to provide services to persons who are homeless, or at the risk of becoming homeless, in the County.
- Authorize the Executive Director, or designee, to enter into an agreement with the State of California to receive an amount not to exceed \$3,539,358 in State ESG funds for programs that assist persons who are homeless; and authorize the Executive Director, or designee, to incorporate these funds into the LACDA's FY 2023-2024 budget, as needed, and to include the final distribution of State ESG funds to LAHSA.

Honorable Board of Commissioners October 3, 2023 Page 2

- 3. Authorize the Executive Director, or his designee, to submit an application for the ESG funds to the State and enter into an agreement not to exceed \$3,539,358, and execute any necessary amendments, with LAHSA to fund programs with State ESG funds that assist persons who are homeless.
- 4. Find that this authorization to receive and administer State ESG funds is not subject to CEQA because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

### PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve the acceptance ESG funds not to exceed \$3,539,358 from the State of California, and to allocate these funds to LAHSA, which provides services such as street outreach, emergency shelter, and rapid re-housing, through contracts with non-profit and government agencies that have been selected through a Request for Proposal process. A portion of the funds also support LACDA program administration.

### FISCAL IMPACT/FINANCING

The State of California will execute an agreement for up to \$3,539,358 with the LACDA, which will then transfer the State ESG funds to LAHSA.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The State of California receives annual ESG allocations from the U.S. Department of Housing and Urban Development under the Stewart B. McKinney Homeless Assistance Act (24 CFR 576.1 (b)), as amended by The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. These funds are then allocated to counties through their State Administrative Entities (SAE). LACDA is the SAE for Los Angeles County.

On July 28, 2023, the State of California released its 2023 Notice of Funding Availability (NOFA), which included initial estimates of available State ESG funding of \$1,179,786 to the County. These funds will also be passed through to LAHSA. As part of the NOFA instructions, the State of California recommended that the LACDA include in the Resolution a not-to-exceed amount of at least twice the initial estimate. A new Resolution would be required if the final amount exceeds the approved amount. The amount in the proposed Resolution is three times the initial estimate of up to \$3,539,358.

As part of the application, the LACDA, as the Los Angeles County SAE, is required to submit the attached Resolution adopted by the Board of Commissioners. The Resolution certifies that the LACDA will use the State ESG funds consistent with all applicable state, federal, and other rules and laws; authorizes the LACDA to receive the State ESG funds; to use State ESG funds for eligible activities and program requirements; and authorizes

Honorable Board of Commissioners October 3, 2023 Page 3

the Executive Director, or his designee, to sign the State of California's standard agreement as well as any other related documents.

### **ENVIRONMENTAL DOCUMENTATION**

The acceptance of State ESG funds is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34(a)(3), because it is an administrative action and does not involve activities that will alter existing environmental conditions. This action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

The State ESG program will be reviewed for environmental impact before funding is released.

### **IMPACT ON CURRENT PROGRAM**

The requested actions provide additional funds for street outreach, emergency shelter, and rapid re-housing programs for persons who are homeless.

Respectfully submitted,

EMILIO SALAS Executive Director

Enclosures



### A RESOLUTION APPROVING ACCEPTANCE AND ALLOCATION OF STATE OF CALIFORNIA EMERGENCY SOLUTIONS GRANT FUNDS AND AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FOR THE 2023-2024 FUNDING YEAR OF THE STATE ESG PROGRAM, CONTINUUM OF C ARE ALLOCATION NOTICE OF FUNDING AVAILABILITY

A necessary quorum and majority of the Board of Commissioners of the Los Angeles County Development Authority ("Applicant") hereby consent to, adopt and ratify the following resolution:

- A. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") for the **Continuum of Care Allocation** dated July 28, 2023, under the Emergency Solutions Grants ("ESG") Program; and
- B. WHEREAS Applicant is an approved State ESG Administrative Entity.

### **SECTION 1:**

Applicant is an approved Applicant by their Continuum of Care under the Continuum of Care Allocation and is hereby authorized and directed to receive an ESG Program grant, in an amount not to exceed \$3,539,358 ("ESG Funds") in accordance with all applicable rules and laws.

### **SECTION 2:**

The Department may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program regulations, and the Standard Agreement. The Applicant acknowledges compliance with all state and federal public participation requirements in the development of its applications.





### **SECTION 3:**

If applicant receives a grant of ESG funds from the Department pursuant to the above referenced ESG NOFA, IT represents and certifies that it will use all such ESG Funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG Program, as well as any and all other contracts Applicant may have with the Department.

### **SECTION 4:**

The Applicant hereby authorizes and directs the Executive Director of the Los Angeles County Development Authority, or designee, to execute and deliver all applications and act on the Applicant's behalf in all matters pertaining to all such applications.

### **SECTION 5:**

If an application is approved, the Executive Director of the Los Angeles County Development Authority, or designee, are authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

### **SECTION 6:**

If an application is approved, the Executive Director of the Los Angeles County Development Authority, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting Los Angeles County Development Authority to following vote:	_		
AYES: [] ABSENT: []	NOES: [] ABSTAIN: []		
	Chair of the Board of	JANICE HA Commission	
STATE OF CALIFORNIA County of Los Angeles			
I,, County Clerk California, hereby certify the above and foregresolution adopted by said Governing Body or	joing to be a full, true and c	correct copy	e of of a
Los Angeles, State	, County Clerk of the of California	ne County of	f
By: Nam	ne	Title	_
APPROVED AS TO FORM: DAWYN R. HARRISON County Counsel	ATTEST: CELIA ZAVALA EXECUTIVE OFFICER CLERK OF THE COMMISSIONERS	BOARD	OF
By: Deputy	By, Marla Olvera	,Deputy	

### BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	9/13/2023	
BOARD MEETING DATE	10/3/2023	
SUPERVISORIAL DISTRICT AFFECTED	All 1st :	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>
DEPARTMENT(S)	Public Works	
SUBJECT	DAAA West Whittier/Los Nietos - Mines Boulevard, et al.	
PROGRAM	Road Repair and Accountability Act of 2017 (Senate Bill 1)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain wh	ny: N/A
DEADLINES/ TIME CONSTRAINTS	and the Board of Superv	October 2023 to keep the schedule promised to the community isors.
COST & FUNDING	Total cost: \$11,650,000	Funding source: State of California Road Maintenance and Rehabilitation Account Funds allocated to the County under the Road Repair and Accountability Act of 2017 (Senate Bill 1)
	TERMS (if applicable): N	I/A
	Explanation: N/A	
PURPOSE OF REQUEST		pproval to procure a construction contract for the – Mines Boulevard, et al., Project in the unincorporated ier/Los Nietos.
BACKGROUND (include internal/external issues that may exist including any related motions)	community of West Whi such as a new permaner	esurfacing three miles of major roadway in the unincorporated ttier/Los Nietos. Traffic safety and pedestrian enhancements, nt roundabout, new streetlighting, curb extensions, traffic signal ruction of continental crosswalks.
EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain ho	ow:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Steve Burger, Depusburger@pw.lacounty.go	ty Director, (626) 458-4018, cell (626) 476-9847



### **COUNTY OF LOS ANGELES**

### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

October 3, 2023

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

Dear Supervisors:

CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
DELEGATED AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
WEST WHITTIER/LOS NIETOS - MINES BOULEVARD, ET AL.
PROJECT ID NO. RMD4403002
IN THE UNINCORPORATED COMMUNITY OF WEST WHITTIER/LOS NIETOS
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)

### **SUBJECT**

Public Works is seeking Board approval to carry out the accelerated delivery of the West Whittier/Los Nietos - Mines Boulevard, et al., Project, including delegated authority to adopt the plans and specifications, and procure and execute a construction contract for the proposed project located in the unincorporated community of West Whittier/Los Nietos.

### IT IS RECOMMENDED THAT THE BOARD:

- Find that the proposed project is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Approve the project and delegate authority to the Director of Public Works or his designee to adopt the plans and specifications and advertise for bids at an estimated construction contract cost between \$6,250,000 to \$9,500,000 for the West Whittier/Los Nietos Mines Boulevard, et al., Project.

- Delegate authority to Director of Public Works or his designee to instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement with the Notice of Inviting Bids when ready to advertise this project.
- 4. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
- 5. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the West Whittier/Los Nietos Mines Boulevard, et al., Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$6,250,000 to \$9,500,000 or that exceeds the estimated cost range by no more than 15 percent if additional and appropriate funds have been identified.
- 6. Delegate authority to the Director of Public Works or his designee the following in connection with this contract: (a) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (b) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (c) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (d) accept the project upon its final completion; and (e) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to resurface three miles of major roadway and construct traffic safety and pedestrian enhancements, which will benefit the residents of the unincorporated community of West Whittier/Los Nietos (see Enclosure).

The purpose of the project is to extend the service life of the roadways and improve traffic circulation within the project limits. The existing pavement is in poor condition and requires rehabilitation. The project also includes the installation of a new permanent

he Honorable Board of Supervisors October 3, 2023 Page 3

roundabout, new streetlighting, curb extensions, traffic signal upgrades, and the construction of continental crosswalks.

Design of the project is expected to be completed in October 2023, and the project will be advertised soon after. It is anticipated the work will start in March 2024 and be completed in July 2025.

### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, 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.

The estimated construction contract cost to complete this project in the Fourth Supervisorial District is in the range of \$6,250,000 to \$9,500,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$11,650,000. In addition to the construction contract cost, the total project cost includes the cost of preparation of plans and specifications, consultant services, survey, environmental clearance, right of way and utility clearances, material testing, inspection, contract administration, change order contingency, and other County services.

A portion of the project is within the City of Whittier. The City will finance its jurisdictional share of the project cost, estimated to be \$127,000, under a City Service Request.

The project will be funded with the State of California Road Maintenance and Rehabilitation Account funds allocated to the County under the Road Repair and Accountability Act of 2017 (Senate Bill 1). Funding for this project is included in the Road Fund (B03 – Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2023-24 Budget. Funding for the project's future costs will be requested through the annual budget process.

he Honorable Board of Supervisors October 3, 2023 Page 4

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Contract Code Section 20391 allows the Los Angeles County Board of Supervisors to delegate approval of plans and specifications to the Director of Public Works, acting as the Road Commissioner, on a project-by-project basis. Once plans are approved, Public Works will instruct the Executive Officer of the Board of Supervisors to advertise the project for bids in accordance with Section 20392 of the State Public Contract Code. It is anticipated that the project will advertise for bids within the next two months.

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved by County Counsel.

As required by Board Policy No. 5.140, information, such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

Documents related to award of this contract will be available at Los Angeles County Public Works, Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

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

On February 28, 2023, the Board approved the execution of the Countywide Community Workforce Agreement, which will apply to projects with an estimated construction contract value of \$5,000,000 or greater. Therefore, the contractor and all subcontractors must comply with all terms and conditions of the Countywide Community Workforce Agreement, which, among other things, increases work opportunities for those seeking to start a new career in the construction industry and promotes the hiring of underrepresented individuals on the project.

The Honorable Board of Supervisors October 3, 2023 Page 5

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. The project to resurface and reconstruct the roadway with no expansion in use, minor alteration of existing public or private structures, addition of safety protection devices, new gardening or landscaping, modification of existing traffic signal system, installation of street lights, and reconstruction of curbs and sidewalks is within a class of projects that have been determined not to have a significant effect on the environment, which meets the criteria set forth in Sections 15301 (c) and (f) and 15304 (b) of State CEQA Guidelines and Class 1 (i) and (x), Subsections 2, 4, 7, 9, 14, 19, 22, and 27 and Class 4 (c) of the County's Environmental Reporting Procedures and Guidelines, Appendix G.

In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

### **CONTRACTING PROCESS**

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with Los Angeles County" and "Do Business with Public Works" websites for open bids:

https://www.lacounty.gov/business/doing-business-with-la-county/

http://pw.lacounty.gov/general/contracts/opportunities

Also, the contract solicitation will be advertised through web-based and social media platforms, including Twitter.

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Economic Opportunity to maximize outreach, as well as offering preferences to Local Small Business Enterprises, Social Enterprises, and Disabled Veteran Business Enterprises in compliance with Los Angeles County Code, Chapters 2.204, 2.205, and 2.211.

The Honorable Board of Supervisors October 3, 2023 Page 6

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

When the project is completed, it will have a positive impact to the West Whittier/Los Nietos community by enhancing the overall safety of pedestrians by increasing their visibility and shortening the time in which the pedestrians will be in the roadway. It will also promote walkability and improve accessibility for area residents.

### **CONCLUSION**

Please return an adopted copy of this letter to Public Works, Project Management Division III.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:RLG:dw

Enclosure

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department (Countywide Contract Compliance)

## WEST WHITTIER/LOS NIETOS MINES BOULEVARD, ET AL.



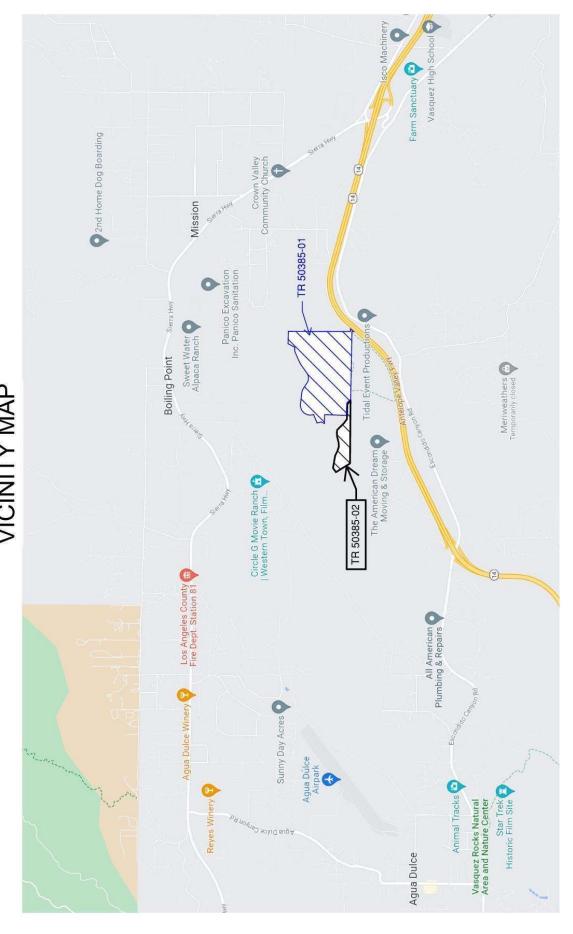
Page 1 of 1

### **BOARD LETTER/MEMO CLUSTER FACT SHEET**

☐ Other ☐ Board Memo

CLUSTER AGENDA REVIEW DATE	9/13/2023	
BOARD MEETING DATE	10/3/2023	
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 <sup>st</sup> ☐ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ☑ 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works	
SUBJECT	Public Works is seeking Board approval of the final map for Tract 50385-02 in the County unincorporated community of Agua Dulce and acceptance of grants and dedications as indicated on the final map.	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes         No	
SOLE SOURCE CONTRACT	☐ Yes ⊠ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: Funding source: N/A	
	TERMS (if applicable):	
	N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	The purpose of the recommended action is to approve the final map for Tract 50385-02 (enclosed). The proposed final map consists of 38.43 acres and will create one open-space lot.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The Regional Planning Commission approved a vesting tentative tract map for this subdivision on April 11, 2007. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.	
	Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.	
	The grants and dedications, as indicated on the final map, are required by the County for this development.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☑ Yes ☐ No If Yes, please state which one(s) and explain how: This Board agenda items supports the Board Priority of Sustainability/Homelessness by allowing subsequent final map phases to record to create needed housing in the Agua Dulce area and generate future property tax revenue.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email:  Arthur Vander Vis, Interim Deputy Director, (626) 458-4004, cell phone (626) 485-1864, avander@pw.lacounty.gov.	

# LOS ANGELES COUNTY PUBLIC WORKS



TR 50385-02 (Agua Dulce Residential Project)



### **COUNTY OF LOS ANGELES**

### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE REFER TO FILE:

October 3, 2023

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:** 

MUNICIPAL SERVICES CORE SERVICE AREA
APPROVAL OF THE FINAL MAP FOR TRACT 50385-02 AND
ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION
THEREWITH IN UNINCORPORATED AGUA DULCE
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)

### **SUBJECT**

Public Works is seeking Board approval of the final map for Tract 50385-02 in the County unincorporated community of Agua Dulce and acceptance of grants and dedications as indicated on the final map.

### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the approval of the final map for Tract 50385-02 is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
- 2. Make findings as follows:
  - a. That the proposed subdivision complies with the applicable requirements and conditions imposed pursuant to the State Subdivision Map Act (Government Code, Section 66410, et seq.) and the County of Los Angeles Subdivision Ordinance (Los Angeles County Code, Title 21) and is in substantial conformance with the Vesting Tentative Tract Map 50385 previously approved by the Regional Planning Commission (Commission) on April 11, 2007.

The Honorable Board of Supervisors October 3, 2023 Page 2



- b. That division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not unreasonably interfere with the free and complete exercise of any rights of way or easements owned by any public entity and/or public utility in accordance with Government Code, Section 66436, subsections (a)(3)(A)(i), of the State Subdivision Map Act.
- 3. Approve the final map for Tract 50385-02.
- 4. Accept grants and dedications as indicated on the final map for Tract 50385-02.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the final map for Tract 50385-02 (enclosed). The proposed final map consists of 38.43 acres and will create one open-space lot. Approval of this final map will allow subsequent final map phases to record that will create 247 single-family, residential units.

The Commission approved a vesting tentative tract map for this subdivision on April 11, 2007. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.

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

The grants and dedications, as indicated on the final map, are required by the County for this development.

### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action allows the County to record the final map, which will allow subsequent final map phases to record to create needed housing and maximize property tax revenue at that time.



### FISCAL IMPACT/FINANCING

There will be no adverse impact to the County General Fund. The one open-space lot created by the recordation of this final map, along with the construction of off-site improvements, will allow for the extension of the expiration date of the approved Vesting Tentative Tract Map. This will allow subsequent final map phases to record that will create 247 single-family, residential units, which will maximize property tax revenue at that time.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

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

### **ENVIRONMENTAL DOCUMENTATION**

On April 11, 2007, the Commission certified and adopted the Supplemental Environmental Impact Report for Vesting Tentative Tract Map 50385, which was completed in compliance with the California Environmental Quality Act (CEQA) and the State and County CEQA guidelines.

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



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

There will be no negative impact on current County services or projects as a result of approving the final map for Tract 50385-02.

### CONCLUSION

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

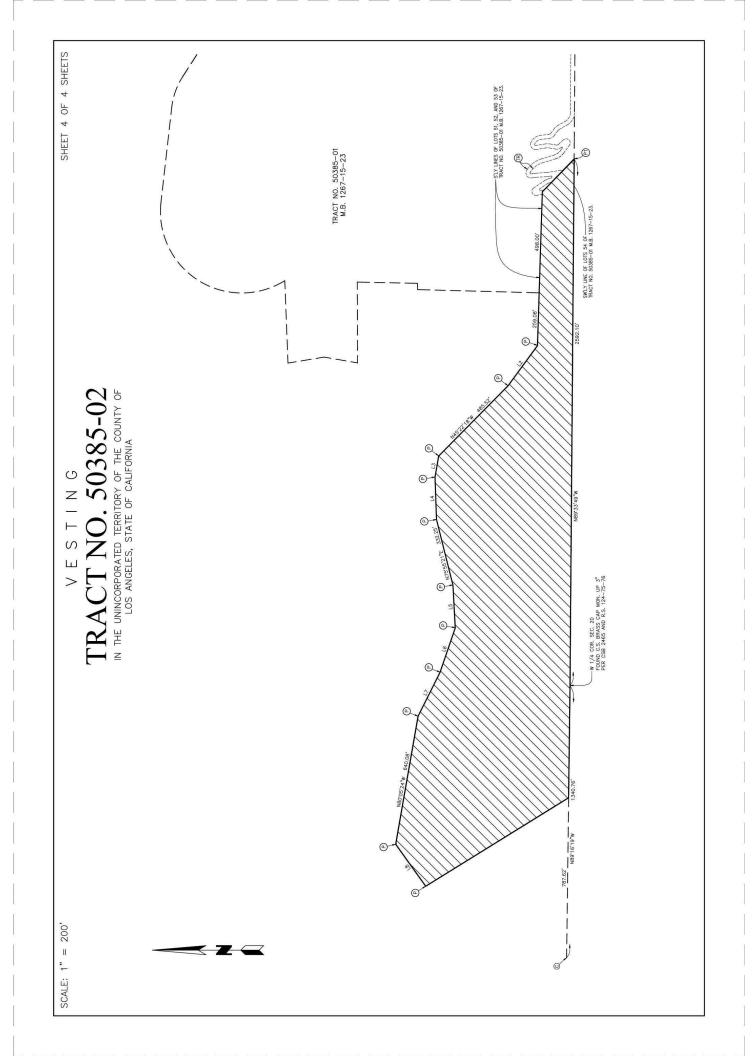
Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:AVV:la

Enclosure

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

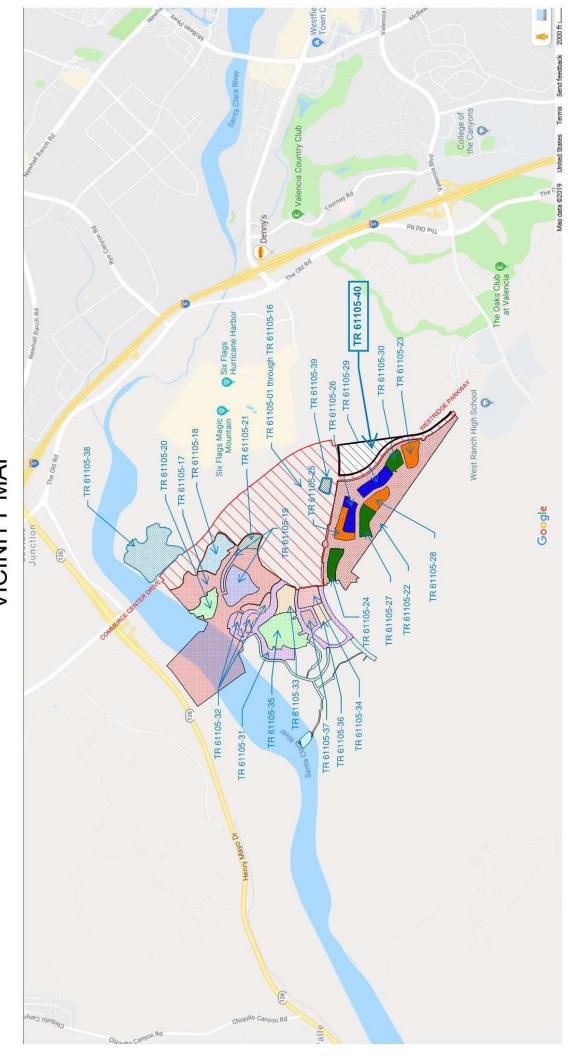


# BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	9/13/2023		
BOARD MEETING DATE	10/3/2023		
SUPERVISORIAL DISTRICT	10/0/2020		
AFFECTED	☐ AII ☐ 1 <sup>st</sup> ☐ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ☑ 5 <sup>th</sup>		
DEPARTMENT(S)	Public Works		
SUBJECT	Public Works is seeking Board approval of the final map for Tract 61105-40 in the County		
	unincorporated community of Stevenson Ranch and acceptance of grants and dedications as indicated on the final map.		
	'		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☐ No		
	If Yes, please explain why:		
DEADLINES/	None		
TIME CONSTRAINTS COST & FUNDING	Total cost: Funding source:		
COST & FUNDING	Total cost: Funding source: N/A		
	TERMS (if applicable):		
	N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	The purpose of the recommended action is to approve the final map for Tract 61105-40		
	(enclosed). The proposed final map consists of 23.02 acres and will create three mixed-use/commercial lots for conveyance purposes (that is, site-specific development plans have not been reviewed yet and this is allowed per the conditions of approval),		
	three open space lots, and one fire station lot.		
BACKGROUND (include internal/external	The Regional Planning Director approved a substantial conformance review for this subdivision on March 28, 2019. The subdivider has complied with all requirements		
issues that may exist including any related motions)	imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.		
	Pursuant to the State Subdivision Map Act, a local agency must approve a final map if		
	the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.		
	The grants and dedications, as indicated on the final map, are necessary for construction and maintenance of public infrastructure required by the County for this development.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☐ No		
WAS UTILIZED	If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how: This Board agenda items supports		
MINE BOARD I RIORITIES	the Board Priority of Sustainability/Homelessness by creating needed housing in the Stevenson Ranch area and generates future property tax revenue.		
DEPARTMENTAL	Name, Title, Phone # & Email:		
CONTACTS	Arthur Vander Vis, Interim Deputy Director, (626) 458-4004, cell phone (626) 485-1864, avander@pw.lacounty.gov.		

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# LOS ANGELES COUNTY PUBLIC WORKS



MISSION VILLAGE (TR 61105-40) PART OF NEWHALL RANCH



### **COUNTY OF LOS ANGELES**

### DEPARTMENT OF PUBLIC WORKS

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

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

> IN REPLY PLEASE REFER TO FILE:

October 3, 2023

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:** 

MUNICIPAL SERVICES CORE SERVICE AREA
APPROVAL OF THE FINAL MAP FOR TRACT 61105-40 AND
ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION
THEREWITH IN UNINCORPORATED STEVENSON RANCH
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)

### **SUBJECT**

Public Works is seeking Board approval of the final map for Tract 61105-40 in the County unincorporated community of Stevenson Ranch and acceptance of grants and dedications as indicated on the final map.

### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the approval of the final map for Tract 61105-40 is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
- 2. Make findings as follows:
  - a. That the proposed subdivision complies with the applicable requirements and conditions imposed pursuant to the State Subdivision Map Act (Government Code, Section 66410, et seq.) and the County of Los Angeles Subdivision Ordinance (Los Angeles County Code, Title 21) and is in substantial conformance with the Vesting Tentative Tract Map 61105 previously approved by the Regional Planning Director (Planning Director) on March 28, 2019.



- b. That division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not unreasonably interfere with the free and complete exercise of any rights of way or easements owned by any public entity and/or public utility in accordance with Government Code, Section 66436, subsections (a)(3)(A)(i), of the State Subdivision Map Act.
- 3. Approve the final map for Tract 61105-40.
- 4. Accept grants and dedications as indicated on the final map for Tract 61105-40.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the final map for Tract 61105-40 (enclosed). The proposed final map consists of 23.02 acres and will create three mixed-use/commercial lots for conveyance purposes (that is, site-specific development plans have not been reviewed yet and this is allowed per the conditions of approval), three open space lots, and one fire station lot.

The Planning Director approved a substantial conformance review for this subdivision on March 28, 2019. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.

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

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

### <u>Implementation of Strategic Plan Goals</u>

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



### FISCAL IMPACT/FINANCING

There will be no adverse impact to the County General Fund. The three mixed-use/commercial lots created by the recordation of this final map will generate additional property tax revenue that is shared by all taxing entities.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

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

### **ENVIRONMENTAL DOCUMENTATION**

On May 19, 2011, the Board approved and certified the Final Environmental Impact Report for Vesting Tentative Tract Map 61105, which was completed in compliance with the California Environmental Quality Act (CEQA) and the State and County CEQA guidelines. The Board certified the 2017 Final Recirculated Analysis on July 18, 2017, and the Planning Director approved an addendum to the Final Environmental Impact Report on March 28, 2019, and found no substantial evidence that the project will have a significant effect on the environment.

The recommended actions are not subject to CEQA because the approval of a final subdivision map is ministerial pursuant to Section 15268, subsections (b)(3), of the State CEQA guidelines and Section 21080, subsections (b)(1), of the California Public Resources Code.



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

There will be no negative impact on current County services or projects as a result of approving the final map for Tract 61105-40.

### CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:AVV:tb

Enclosure

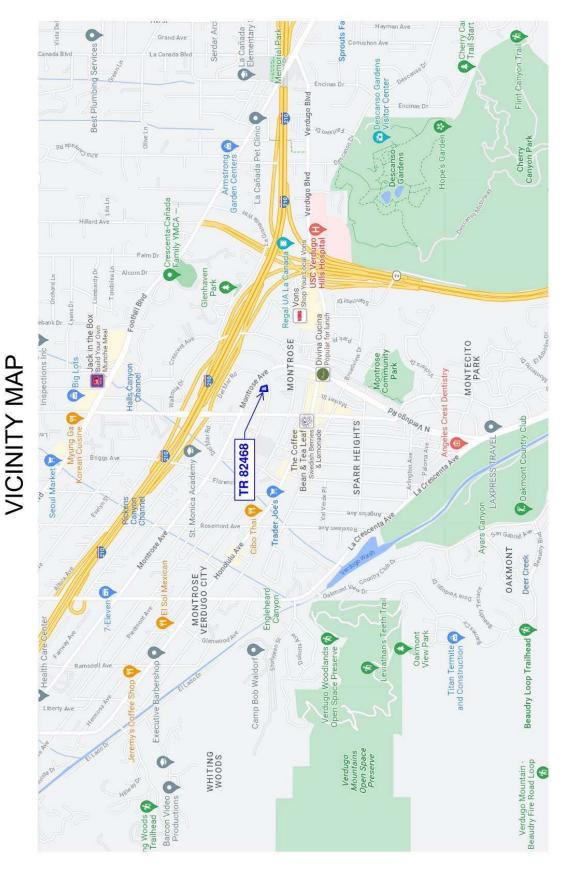
c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Department of Regional Planning

# BOARD LETTER/MEMO CLUSTER FACT SHEET

REVIEW DATE	9/13/2023		
BOARD MEETING DATE	10/3/2023		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1st ☐ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ☑ 5 <sup>th</sup>		
DEPARTMENT(S)	Public Works		
SUBJECT	Public Works is seeking Board approval of the final map for Tract 82468 in the County unincorporated community of La Crescenta-Montrose and acceptance of grants and dedications as indicated on the final map.		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes       No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	None		
COST & FUNDING	Total cost:  \$0  Funding source:  N/A		
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	The purpose of the recommended action is to approve the final map for Tract 82468 (enclosed). The proposed final map consists of 0.54 acre and will convert nine existing apartment units into nine attached residential condominium units within one building.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Regional Planning Commission approved a tentative tract map for this subdivision on September 29, 2021. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.		
,	Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.		
	The grants and dedications, as indicated on the final map, are necessary for construction and maintenance of public infrastructure required by the County for this development.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☐ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email:  Arthur Vander Vis, Interim Deputy Director, (626) 458-4004, cell phone (626) 485-1864, avander@pw.lacounty.gov.		

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# LOS ANGELES COUNTY PUBLIC WORKS



TR 82468



### **COUNTY OF LOS ANGELES**

### DEPARTMENT OF PUBLIC WORKS

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

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

IN REPLY PLEASE REFER TO FILE:

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:

October 3, 2023

MUNICIPAL SERVICES CORE SERVICE AREA
APPROVAL OF THE FINAL MAP FOR TRACT 82468 AND ACCEPTANCE
OF GRANTS AND DEDICATIONS IN CONNECTION THEREWITH
IN UNINCORPORATED LA CRESCENTA-MONTROSE
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)

### **SUBJECT**

Public Works is seeking Board approval of the final map for Tract 82468 in the County unincorporated community of La Crescenta-Montrose and acceptance of grants and dedications as indicated on the final map.

### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the approval of the final map for Tract 82468 is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
- Make findings as follows:
  - a. That the proposed subdivision complies with the applicable requirements and conditions imposed pursuant to the State Subdivision Map Act (Government Code, Section 66410, et seq.) and the County of Los Angeles Subdivision Ordinance (Los Angeles County Code, Title 21) and is in substantial conformance with the Tentative Tract Map 82468 previously approved by the Regional Planning Commission on September 29, 2021.



- b. That division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not unreasonably interfere with the free and complete exercise of any rights of way or easements owned by any public entity and/or public utility in accordance with Government Code, Section 66436, subsections (a)(3)(A)(i), of the State Subdivision Map Act.
- 3. Approve the final map for Tract 82468.
- 4. Accept grants and dedications as indicated on the final map for Tract 82468.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the final map for Tract 82468 (enclosed). The proposed final map consists of 0.54 acre and will convert nine existing apartment units into nine attached residential condominium units within one building.

The Regional Planning Commission approved a tentative tract map for this subdivision on September 29, 2021. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.

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

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

### Implementation of Strategic Plan Goals

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



### FISCAL IMPACT/FINANCING

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

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

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

### **ENVIRONMENTAL DOCUMENTATION**

On September 29, 2021, the Regional Planning Commission approved Tentative Tract Map 82468, finding that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities categorical exemption) of the State CEQA guidelines.

The proposed actions to approve the final subdivision map are ministerial actions and are thereby exempt by Section 15268, subsections (b)(3), of the State CEQA guidelines and Section 21080, subsections (b)(1), of the California Public Resources Code.



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

There will be no negative impact on current County services or projects as a result of approving the final map for Tract 82468.

### CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:AVV:tb

Enclosure

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	9/13/2023		
BOARD MEETING DATE	10/3/2023		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 <sup>st</sup> ☑ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☑ 4 <sup>th</sup> ☐ 5 <sup>th</sup>		
DEPARTMENT(S)	Public Works		
SUBJECT	TRANSPORTATION CORE SERVICE AREA RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE TO GRANT A PROPRIETARY INDUSTRIAL GAS PIPELINE FRANCHISE TO AIR PRODUCTS AND CHEMICALS, INC. (SUPERVISORIAL DISTRICTS 2 AND 4) (3 VOTES)		
PROGRAM	None		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes      No		
SOLE SOURCE CONTRACT	☐ Yes ⊠ No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: Funding source: County General Fund		
	TERMS (if applicable):		
	Explanation: Air Products and Chemicals, Inc., will pay the County a granting fee of \$10,000 within 30 days of the adoption of the franchise and an annual franchise fee of \$2.10 per cubic foot by applying this rate to the volume of space occupied within the road right of way, which will be subject to annual adjustments using the Consumer Price Index for All Urban Consumers. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.		
PURPOSE OF REQUEST	Air Products requires this 5-year franchise to continue providing industrial gas to its customers within the Air Products service area of the County.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On November 28, 2017, the Board of Supervisors adopted Ordinance No. 2017-0053F to amend the industrial gas pipeline franchise, originally granted by Ordinance No. 99-0019F, as amended, to Air Products to extend the term of the franchise for 5 years through December 31, 2022.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, safshari@pw.lacounty.gov		



### **COUNTY OF LOS ANGELES**

### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

October 3, 2023

IN REPLY PLEASE
REFER TO FILE: SMP-6

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:** 

TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE
TO GRANT A PROPRIETARY INDUSTRIAL GAS PIPELINE FRANCHISE
TO AIR PRODUCTS AND CHEMICALS, INC.
(SUPERVISORIAL DISTRICTS 2 AND 4)
(3 VOTES)

### **SUBJECT**

Public Works is seeking Board approval to grant a proprietary industrial gas pipeline franchise to Air Products and Chemicals, Inc.

### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed actions are not a project under the California Environmental Quality Act or, in the alternative, that the actions are exempt for the reasons stated in this Board letter and the record.
- 2. Approve the Resolution of Intention to grant a 5-year proprietary industrial gas pipeline franchise to Air Products and Chemicals, Inc.; set the matter for a public hearing on October 24, 2023, or on the next available hearing date within 60 days from the date of adoption of the Resolution of Intention; and instruct the Executive Officer of the Board of Supervisors to publish a Notice of Public Hearing pursuant to Section 6232 of the California Public Utilities Code.

### AFTER THE PUBLIC HEARING, IT IS RECOMMENDED THAT THE BOARD:

Introduce, waive reading, and set for adoption the proposed ordinance to grant a 5-year proprietary industrial gas pipeline franchise to Air Products and Chemicals, Inc.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that they are either not subject to the California Environmental Quality Act (CEQA) or, in the alternative, are exempt and will allow the Board of Supervisors to approve the enclosed Resolution of Intention (Enclosure A), schedule a public hearing, and publish a Notice of Public Hearing, as needed, to adopt the enclosed ordinance (Enclosure B) to grant a 5-year proprietary industrial gas pipeline franchise to Air Products and Chemical, Inc.

On November 28, 2017, the Board adopted Ordinance No. 2017-0053F to amend the industrial gas pipeline franchise, originally granted by Ordinance No. 99-0019F, as amended, to Air Products to extend the term of the franchise for 5 years through December 31, 2022. Adoption of the proposed ordinance will allow Air Products to continue to operate and maintain its pipes and pipelines existing and in the same manner as of the operative date of this ordinance for distribution of industrial gas and will obligate Air Products to comply with the terms of the franchise.

### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Strategy II.2, Support the Wellness of our Communities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, because revenues received from this transaction will help promote fiscal responsibility while providing continuous proprietary industrial gas services to the residents of the County.

### FISCAL IMPACT/FINANCING

Air Products will pay the County a granting fee of \$10,000 within 30 days of the adoption of the franchise and an annual franchise fee of \$2.10 per cubic foot by applying this rate to the volume of space occupied within the road right of way, which will be subject to annual adjustments using the Consumer Price Index for All Urban Consumers.

For the 2022 calendar year, Air Products reported and paid the County a total annual franchise fee of \$10,878.50, which was deposited into the County General Fund-Nondepartmental Revenue.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Air Products owns and operates an existing industrial gas pipeline system in the franchise area to distribute industrial gas. The proposed franchise ordinance will allow Air Products for a period of 5 years beginning on November 23, 2023, to operate and maintain its pipes and pipelines existing and in the same manner as of the operative date of this ordinance. Changes to the existing operation of the franchise, including material changes to or expansion of infrastructure and/or operation, must undergo the applicable permitting process for approval by the County in accordance with Section 2.18.015 of the Los Angeles County Code and compliance by Air Products with all applicable laws, regulations, and policies. Approval of the grant of franchise does not approve any general or specific activity not currently in operation as of November 23, 2023, the operative date of the franchise.

Air Products' pipelines in the franchise area are regulated by the United States Department of Transportation Pipeline and Hazardous Materials Safety Administration.

Division 3, Title 16, of the Los Angeles County Code authorizes the Board to grant a franchise associated with gas pipelines. County Counsel prepared and approved the accompanying Resolution of Intention and the ordinance.

Pursuant to Section 6232 of the California Public Utilities Code, the Executive Officer of the Board shall arrange for the publishing of a Notice of Public Hearing in a newspaper of general circulation in the County at least once within 15 days after the Board's adoption of the Resolution of Intention.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are either 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, Subdivision (b), of the CEQA Guidelines or, in the alternative, are exempt from CEQA.

It can be seen with certainty that there is no possibility that the recommended actions may have a significant effect on the environment pursuant to Section 15061, Subdivision (b)(3), of the CEQA Guidelines. The recommended actions are covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Approval of the grant of franchise to allow Air Products to operate and maintain its pipes and pipelines existing and in the same manner as of the operative date of this ordinance is exempt under this common-sense exemption because it does not approve any general or specific activity not currently in operation.

The recommended actions to allow the continued operation and maintenance of Air Products' existing industrial gas pipeline system are also within a class 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 15301 of the CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the record, the recommended actions will comply with all applicable regulations; they are not in a sensitive environment; and there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists 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 the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

### IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact or adverse effect to any current services or future County projects.

### **CONCLUSION**

Please return adopted copies of this letter, the adopted ordinance, and the adopted Resolution of Intention to the attention of Mr. Thomas S. Houser, Lead Real Estate Specialist, Air Products and Chemicals, Inc., 16945 Northchase Drive, Suite 800, Houston, TX 77060; the office of the County Counsel; and Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:GE:cr

**Enclosures** 

c: Auditor-Controller (Accounting Division–Asset Management)
Chief Executive Office (Chia-Ann Yen, Joyce Chang)
County Counsel
Executive Office

# **Enclosure A**

# RESOLUTION OF INTENTION TO GRANT A 5-YEAR INDUSTRIAL GAS PIPELINE FRANCHISE TO AIR PRODUCTS AND CHEMICALS, INC.

BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, State of California.

- A. Air Products and Chemicals, Inc., a Delaware corporation, hereinafter referred to as Franchisee, has applied to the Board of Supervisors of the County of Los Angeles, State of California, for a franchise for a period of five (5) years beginning on November 23, 2023, the operative day of the franchise, and expiring on November 22, 2028, to operate and maintain its pipes and pipelines existing and in the same manner as of the operative date of the ordinance for transmission and distribution of industrial gas, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C. Section 9601, et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C. § 1251, et seq., as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines or both, necessary or appropriate for the Franchisee's operations in, under, along, or across any and all highways as defined in Section 16.36.080 of the Los Angeles County Code now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles, State of California, and depicted on the Exhibit Map attached to the proposed ordinance attached hereto, and any additional unincorporated territory of the County for Los Angeles, State of California, that may be added to the Franchisee's industrial gas service area(s) during the term of the franchise.
- B. It is the intention of the Board of Supervisors to grant the franchise applied for upon the terms and conditions herein mentioned. The Franchisee and its successors and assigns will, during the life of the franchise, pay annually to the County of Los Angeles, State of California, the amount specified in the proposed ordinance from the operative date of the franchise and in the event such payment is not made, the franchise will be forfeited.
- C. The franchise described in the ordinance attached hereto is a franchise for proprietary industrial gas purposes.

- D. That on October 24, 2023, or at the next available hearing date, on a day not less than twenty (20) days or more than sixty (60) days after the date of the passage of this Resolution of Intention, in the hearing room of the Board of Supervisors, Hearing Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, all persons having any objection to the granting of the franchise hereinabove described may appear before the Board of Supervisors and be heard thereon.
- E. The Executive Officer of the Board of Supervisors shall cause notice of said hearing to be published in accordance with Section 6232 of the California Public Utilities Code at least once within fifteen (15) days after adoption of this Resolution of Intention in a newspaper of general circulation published in the County of Los Angeles, State of California.

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Page 2 of 3

The foregoing resolution was adopted on the	e day of	_, 2023, by the
Board of Supervisors of the County of Los Angeles	, State of California, ar	nd ex officio the
governing body of all other special assessment authorities for which said Board so acts.	and taxing districts,	agencies, and
	CELIA ZAVALA	
	Executive Officer of the Board of Supervisors	
	The County of Los Ar	
	The County of 2007	190100
	By	
	Deput	у
	·	-

APPROVED AS TO FORM BY:

DAWYN R. HARRISON County Counsel

By\_\_\_\_\_\_

### **ANALYSIS**

This ordinance grants a proprietary industrial gas pipeline franchise to Air Products and Chemicals, Inc., a Delaware corporation, to operate and maintain its industrial gas pipeline system existing and in the same manner as of the operative date of this ordinance for a period of five years, beginning on November 23, 2023 and expiring on November 22, 2028. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON County Counsel

Rv

GRACE V. CHANG Principal Deputy County Counsel Public Works Division

GVC:jy

Requested: 03/01/23 Revised: 07/25/23

ORDINANCE NO.	
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An ordinance granting a proprietary industrial gas pipeline franchise to
Air Products and Chemicals, Inc., a Delaware corporation for a period of five (5) years,
beginning on November 23, 2023 and expiring on November 22, 2023.

The Board of Supervisors of the County of Los Angeles ordains as follows:

### Section 1. Franchise Term; Grant.

A proprietary industrial gas pipeline franchise is hereby granted to Air Products and Chemicals, Inc., a Delaware corporation ("Franchisee"), and its successors and assigns, for the period of five (5) years, beginning on November 23, 2023, to operate and maintain its pipes and pipelines existing and in the same manner as of the operative date of this ordinance for transmission and distribution of industrial gas, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980" (42 U.S.C. § 9601 et seq.), as it may hereafter be amended, and the "Federal Water Pollution Control Act" (33 U.S.C. § 1251 et seq.), as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles ("County"), State of

California, as described below and as depicted on the Exhibit Map attached hereto, as well as any additional unincorporated territories of the County that may be added to Franchisee's industrial gas service area(s) during the term of the franchise.

### Part A. South Bay Unincorporated Area:

Beginning at the centerline intersection of the Century Freeway (105 Freeway) and Sepulveda Boulevard; thence easterly along the centerline of the Century Freeway (105 Freeway) to the centerline intersection with Alameda Street; thence southerly along the centerline of Alameda Street to the centerline intersection with Rosecrans Avenue; thence easterly along the centerline of Rosecrans Avenue to the centerline intersection with Lakewood Boulevard; thence southerly along the centerline of Lakewood Boulevard to the centerline intersection of Pacific Coast Highway; thence westerly and northwesterly along the centerline of Pacific Coast Highway to the point at Gould Avenue and Artesia Boulevard where Pacific Coast Highway changes its name to Sepulveda Boulevard; thence northerly along the centerline of Sepulveda Boulevard to the point of beginning, as same streets and highways existed on January 12, 1999.

### Section 2. Consideration; Payment of Fees.

- A. Granting Fee. As consideration for the granting of this franchise, Franchisee shall pay to the County a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.
- B. Annual Franchise Fee. As additional consideration for the granting of this franchise, Franchisee shall pay to the County annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the

life of the franchise, in lawful money of the United States, a franchise fee computed annually, as set forth below ("Annual Franchise Fee").

- C. The Annual Franchise Fee payment by Franchisee shall accrue to the County on January 1 of each year for the highway space occupied by Franchisee's facilities as of December 31 of the calendar year immediately preceding the applicable Fee Payment Date. The Annual Franchise Fee shall be comprised of a base annual fee, which shall be calculated as set forth in subsection 2.E., below ("Base Annual Fee"), adjusted by the ratio of the price index as set forth in subsection 2.F., below, and computed to the nearest one-tenth (1/10) of a cent. The Base Annual Fee shall be calculated according to the highway space occupied by the pipelines and/or conduits, including the protective coverings, pipe casings, pipe connections, and any other appurtenance(s), such as manholes, valves, cathodic protection systems, connections, and any other structure(s). The Base Annual Fee shall be calculated at the rate of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, as set forth in subsection 2.E., below.
- D. To calculate the volume of highway space occupied by Franchisee's pipes and conduits (metal or plastic), the nominal internal diameter of the pipes and conduits shall be adjusted upward as follows:
- The adjusted diameter of metal pipes and conduits shall be one inch greater than the nominal internal diameter of such pipes and conduits;
- 2. The adjusted diameter of plastic pipes and conduits shall be two (2) inches greater than the nominal internal diameter of such pipes and conduits; and

- 3. In no event shall the adjusted diameter of any pipe or conduit (metal or plastic) be less than six (6) inches.
  - E. The Base Annual Fee shall be calculated in accordance with the following:
- 1. The rate set forth in subsection 2.C., above, of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, shall be used to calculate a Base Annual Fee as provided herein. The adjusted diameter of pipe and conduit shall be used to determine the applicable linear footage base rate per one foot of highway space occupied, as set forth in the schedule of base rates below:

A	В	С
Adjusted Diameter of Pipe and Conduit (Inches)	Volume Per Foot (Cubic Feet)	Base Rate Per Linear Foot (\$2.10 Per Cubic Feet)
6.00	0.1964	\$0.41
7.00	0.2673	\$0.56
8.00	0.3491	\$0.73
9.00	0.4418	\$0.93
10.00	0.5454	\$1.15
11.00	0.6600	\$1.39
12.00	0.7854	\$1.65
13.00	0.9218	\$1.94
14.00	1.0690	\$2.24
15.00	1.2272	\$2.58
16.00	1.3963	\$2.93
17.00	1.5763	\$3.31
18.00	1.7672	\$3.71
19.00	1.9690	\$4.13
20.00	2.1817	\$4.58
21.00	2.4053	\$5.05
22.00	2.6398	\$5.54
23.00	2.8853	\$6.06
24.00	3.1416	\$6.60
25.00	3.4089	\$7.16
26.00	3.6870	\$7.74
27.00	3.9761	\$8.35
28.00	4.2761	\$8.98
29.00	4.5870	\$9.63
30.00	4.9088	\$10.31

4

31.00	5.2415	\$11.01
32.00	5.5851	\$11.73
33.00	5.9396	\$12.47
34.00	6.3050	\$13.24
35.00	6.6814	\$14.03
36.00	7.0686	\$14.84

2. The linear footage base rate (depicted in column C, above) is derived based on the following:

$$Pi = 3.1416$$

r = radius of pipe or conduit (in inches) = adjusted diameter (in inches) / 2

L = length of pipe or conduit (in inches)

L / 12 = length of pipe or conduit (in feet)

Volume of pipe or conduit (in cubic inches) =  $Pi \times r^2 \times L$ 

Volume of pipe or conduit (in cubic feet) = Pi x r<sup>2</sup> x L / 1,728 inches

Base Annual Fee = Volume of pipe or conduit (in cubic feet) x \$2.10 per cubic foot = (Pi x  $r^2$  x L / 1,728 inches) x \$2.10

Linear footage base rate = Base Annual Fee per linear foot of pipe = (Pi x  $r^2$  x 12 inches / 1,728 inches) x \$2.10

Base Annual Fee = Linear footage base rate x Length of pipe or conduit (in feet) = (Pi x  $r^2$  x 12 inches / 1,728 inches) x \$2.10 x (L / 12 inches) = (Pi x  $r^2$  x L / 1,728 inches) x \$2.10;

3. For pipelines with an adjusted diameter greater than six (6) inches and not listed above, the fees shall be in the same proportion to the fees of a twelve (12) inch diameter pipe as the diameter of the unlisted pipe is to twelve (12) inches;

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- 4. The volume of highway space occupied by any other appurtenance(s) such as manholes, valves, cathodic protection systems, connections, and any other structures shall be computed using the outside dimensions of the structures; and
- 5. The highway space occupied by overhead communication lines shall be taken as one-fifth (1/5) cubic foot per linear foot of highway route occupied, equivalent to a rate of forty-two cents (\$0.42) per linear foot ( $$2.10 \times 1/5 = $0.42$ ).
- F. The Base Annual Fee shall be calculated as set forth in subsection 2.E., above, and adjusted each calendar year, including the year of the granting of this franchise, on the applicable Fee Payment Date, in accordance with the following formula to derive the Annual Franchise Fee, provided, however, in no event shall the Annual Franchise Fee be less than seven thousand five hundred dollars (\$7,500).
- 1. The Base Annual Fee shall adjust annually on January 1st of each calendar year by an amount equal to one hundred percent (100%) of the increase in the "Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim California Metropolitan Area (1982-84=100), All Items," as published by the United States Department of Labor, Bureau of Labor Statistics/Office of Information ("Bureau"), which shall be defined as the "index," and such index as it stands on December 1, 2021 (i.e., 297.925), shall be defined as the "base index," and the index for the month of September immediately preceding the Fee Payment Date shall be defined as the "current index".

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- Annual Fee shall increase or decrease by the percentage increase or decrease between the current index and the base index, provided, however, that, if the current index drops below the base index, no adjustment shall be made. The Base Annual Fee shall be multiplied by an adjustment factor determined by dividing the current index by the base index. For example, if the base index is 100 and the current index is 210, the Annual Franchise Fee shall be two hundred and ten (210) percent (i.e., 210 / 100 = 2.1 = 210%) times the Base Annual Fee; provided, however, that under no circumstances shall the multiplying factor be less than one; nor shall the Annual Franchise Fee calculated using said factor, be less than the Base Annual Fee. If the Bureau revises the index, the parties hereto shall accept the method of revision for conversion recommended by the Bureau.
- 3. If the Bureau discontinues the preparation or publication of the CPI-U for the area, and if no transposition table prepared by the Bureau is available applicable to the year of 1982, then the amount of each Annual Franchise Fee shall be computed by reference to such other price index as may be chosen by the County, and the County shall be the sole judge of comparability of successive indices and its determination on this point shall be final and conclusive. In no event shall the Annual Franchise Fee adjusted by reference to such other price index be less than the Base Annual Fee as set forth in subsection 2.E., above.
- G. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

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- 1. Los Angeles County Public Works ("Public Works"), or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile and a prorated fraction thereof for any remainder equaling less than one mile, for all new main lines laid during that preceding calendar year.
- 2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per mile and a prorated fraction thereof for any remainder equaling less than one mile, for aerial or above-ground lines, and twenty-five dollars (\$25) per mile and a prorated fraction thereof for any remainder equaling less than one mile, for underground conduits, wires, cables, or telephone or telegraph lines maintained during the preceding calendar year.
- H. Franchisee shall also pay any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.
- I. The County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every five (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

### Section 3. Reports.

Franchisee shall, during the life of the franchise:

- A. File with the County Auditor-Controller and Public Works, on or before the Fee Payment Date, with one copy to each, a report, verified under oath by a duly authorized representative of Franchisee, showing as of December 31 of the immediately preceding calendar year, the length of Franchisee's main lines; the nominal internal diameter of such main lines; the "rate per foot per year," defined as the amount payable per linear foot per year under Section 2, above; and the computation of the total amount of the Annual Franchise Fee due to the County, together with such data as is necessary in the opinion of the County Auditor-Controller and/or Public Works to calculate or verify the calculation of the Annual Franchise Fee as required by subsection 2.B., above.
- B. Show in the report prepared pursuant to subsection 3.A., above: any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, and old main lines abandoned in place, including the internal diameter of such main lines laid, removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, and old conduits abandoned in place, including the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.
- C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained, in accordance with Section 16.52.270 of the Los Angeles County Code, for the installation of new main lines and

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conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

- D. Within one year of the operative date of this ordinance:
- A1. Prepare and submit to Public Works procedures and a schedule for conducting routine and as-needed safety inspections and integrity testing ("Testing") of Franchisee's inactive pipelines ("Inactive Pipelines"), in compliance with all applicable federal, State, and local pipeline laws and regulations and the Los Angeles County Code (collectively "Pipeline Laws"). Inactive Pipelines are defined as Franchisee's static, idle, inactive, and out-of-service pipelines, excluding any water or wastewater pipelines.
- 2. Perform Testing of Franchisee's Inactive Pipelines through an independent third-party testing company, with oversight by appropriate agencies, or as may otherwise be requested by Franchisee and approved by Public Works, in compliance with the Pipeline Laws.
- 3. Provide evidence satisfactory to Public Works that, in compliance with the Pipeline Laws, each Pipeline not currently in use has either: (1) undergone required Testing and been approved for active use, or (2) been approved for removal or abandoned in place.
- E. Comply with the Pipeline Laws, including but not limited to those pertaining to Testing, operating, and maintaining, as applicable, with respect to all of Franchisee's pipelines that are in active use or have been abandoned, throughout the term of the franchise.

# Section 4. Late Payments.

- A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the original due date.
- B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the due date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the due date, until full payment is received. Following the ninety-first (91st) day after the due date, should the franchise payment not be provided to the County, the County reserves the right to terminate the franchise. Upon termination of the franchise, operation of the facilities covered by the franchise shall no longer be authorized and Franchisee will be liable for costs associated with such termination, including, but not limited to, the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration or termination of this franchise.

### Section 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents (collectively, "County's Agents") from and against any and all expenses, costs, fees, damages,

claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: the granting and/or extension of this franchise; Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee or its employees, agents, receivers, contractors, subcontractors, successors, or assignees (collectively, "Franchisee's Agents"), in connection with the franchise; and/or any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving this franchise or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

- В. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any liquid hydrocarbon products, wet gas, industrial gas, chemicals, steam, water, wastewater, mud, or any other substance from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to have discharged, dispersed, released, or escaped from Franchisee's pipelines, and to repair or restore Franchisee's pipelines and appurtenances, shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's Agents in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government, at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's Agents. If Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.
- C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain, at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the

County. Franchisee may have the option to self-insure the insurance coverage required upon obtaining prior approval from the County.

- Certificate(s) or other evidence of coverage satisfactory to the
   County shall be delivered to Public Works on or before the operative date of this
   franchise ordinance and on or before the expiration date of each term of insurance.
   Such certificates or other evidence of coverage shall:
  - a. Specifically identify this franchise ordinance;b.Clearly evidence all insurance required by this franchise ordinance;
- c. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and
- d. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection 5.C.1.c., above, stating: "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."
- 2. Franchisee shall provide County with written notice as soon as Franchisee is aware of any material modification, non-renewal, cancellation, or termination that negatively impacts the County in any program of liability, Workers' Compensation, or other insurance required by this Section.

- 3. The County reserves the right to require copies of Franchisee's insurance policies at the County's request. Franchisee may omit portions of the policy that do not pertain to this franchise.
- 4. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII unless otherwise approved by the County.
- 5. Franchisee agrees to release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this franchise ordinance unless injury, death, loss, damage, or destruction is caused by either the willful misconduct or sole negligence of the County.
- 6. Such insurance shall be endorsed, naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:
- a. Commercial General Liability insurance written on a commercial general liability form (ISO Policy Form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence, five million dollars (\$5,000,000) policy aggregate, and five million dollars (\$5,000,000) products/completed operation aggregate.
- i. If written on a claims-made form, Franchisee shall be obligated to ensure coverage is in place for a period of not less than two (2) years following termination or cancellation of this franchise.
- b. Comprehensive Auto Liability insurance (written on ISO Policy Form CA 00 01, or its equivalent, unless otherwise approved by the County),

endorsed for all owned, non-owned, and hired vehicles, with a limit of not less than one million dollars (\$1,000,000) per occurrence.

- i. If written with an annual aggregate limit, the policy limit shall be two (2) times the above-required occurrence limit.
- ii. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.
- 7. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act" (33 U.S.C. § 901 et seq.), as it may hereafter be amended, including Employer's Liability with not less than a one-million-dollar (\$1,000,000) limit. Franchisee will require any contractor providing services to carry Workers' Compensation coverage as required by subsection 5.C.6., above.
- D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance and within thirty (30) days of the expiration date of each term of insurance, a certificate of insurance for each of said policies executed by Franchisee's insurance agent or by the company issuing the policy, evidencing that the policy is in force.
- E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than two hundred thousand dollars (\$200,000), payable to the County of

Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of two hundred thousand dollars (\$200,000), or any portion thereof, shall be immediately payable to the County by the principal and surety(ies) of the bond.

- 1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.
- 2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise. The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all its obligations under the franchise.
- 3. At its sole option, the County may accept Certificates of Deposit, cash deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative instruments shall be made payable to the County and shall be deposited with the County Auditor-Controller and/or Treasurer and/or Tax Collector, as applicable.

- F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.
- G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding shall constitute a material breach of the terms of this franchise, upon which the County may terminate or suspend this franchise, subject to Board approval.
- H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and all operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

### Section 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this Section and after payment of a transfer fee as detailed in subsection 6.G., below.

- B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., below, and shall provide all documents requested by the County, as set forth in subsection 6.F., below. Consent to any such Assignment shall only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations and/or a failure to pay the transfer fee specified in subsection 6.G., below. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the proposed Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County under subsection 6.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.
- C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, certified copies of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument is not filed with Public Works within thirty (30) days after the effective date of such proposed Assignment, or if any condition to consent by the County has not been met, the County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.
- D. As a condition to granting consent to such Assignment, the County may impose such additional terms and conditions upon Franchisee and/or the proposed

Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment, except in the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

- E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the persons or entities with the controlling interest in Franchisee on the effective date of this ordinance or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.
- F. Upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment application to Public Works, which shall contain, at a minimum:
- 1. Identification of the proposed Transferee, which indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, and/or operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee or any other person or entity owning or controlling the proposed Transferee in part or in whole.

- 2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all the financial resources necessary to carry out all the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.
- A copy of the proposed agreement of sale, letter of understanding, or other documentation, which details the proposed Assignment ("Assignment Documents").
- 4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.
- G. The transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., above, and Franchisee shall pay the County's costs to process the proposed Assignment application, including any consultants' fees incurred by the County to assist in evaluating the application. Should the County's actual costs exceed the fees detailed above, Franchisee and the proposed Transferee may be required to pay any additional costs incurred by the County in processing the request for Assignment. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request by the County or the Board, as applicable.

### Section 7. Removal or Abandonment of Facilities.

At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of Franchisee's pipes and appurtenances, Franchisee shall, within thirty (30) days thereafter, make a written application to Public Works for permission to engage in one of the following, in accordance with applicable federal, State, and local laws and regulations: abandon all, or a portion, of such pipes and appurtenances in place; remove all, or a portion, of such pipes and appurtenances; or transfer all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned or removed by reference to the map or maps required by this franchise and will describe with reasonable accuracy the relative physical condition of the pipes and appurtenances. Public Works will determine whether any abandonment, removal, or transfer that is proposed may be effected without detriment to the public interest or under what conditions the proposed abandonment, removal, or transfer may be safely effected, and Public Works will then notify Franchisee of any such requirements. If, for any reason, Franchisee suspends operations of any of the pipes and/or appurtenances contained in this franchise for a period of more than ninety (90) days, Franchisee shall notify Public Works. During this period of suspended operations, Franchisee shall maintain said pipes and appurtenances in accordance with all applicable federal and/or State standards, including as directed by the California State Fire Marshal, and/or local laws and regulations.

- B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including for Franchisee to remove all such pipes and appurtenances in accordance with applicable requirements. In the event Franchisee fails to remove any pipes and appurtenances in accordance with applicable requirements within such time as may be prescribed by the County, Public Works may remove such pipes and appurtenances at Franchisee's expense, and Franchisee will pay to the County within sixty (60) days after delivery of an itemized bill the cost of removal, including, but not limited to, reasonable overhead expenses in a sum no greater than an additional thirty percent (30%) of the actual cost of such work.
- C. Abandoned pipelines on County highways remain the property of Franchisee. Should the abandoned pipelines interfere with other uses in the right-of-way, including future utilities or underground facilities, said pipelines shall be removed by Franchisee, as necessary, at Franchisee's sole cost and expense. Alternatively, the County may remove or cause to be removed said pipelines at Franchisee's sole cost and expense.
- D. For the purposes of the payment of fees provisions in Section 2 of this franchise, such facilities shall continue to be included in the calculation of fees until inspection reports prepared by Public Works indicate the work of removal or abandonment has been completed to the County's satisfaction.
  - E. This Section will survive the termination or expiration of this franchise.

# Section 8. Relocation of Pipelines.

In the event Franchisee receives notice from the County, a city, or any other public entity to relocate its pipelines and appurtenances, if Franchisee neglects or fails to relocate its facilities in a timely manner and in accordance with applicable federal, State, and local laws and regulations after receipt of such notice, Franchisee shall be solely responsible for, and shall reimburse the County, city, or other applicable public entity for any and all costs or expenses incurred by the County, city, or other applicable public entity due to or resulting from Franchisee's neglect or failure with respect to relocation of the facilities.

## **Section 9.** Pipeline Franchise Ordinance.

- A. Franchisee must comply with certain provisions of Los Angeles County Code, Title 16, Divisions 3 and 3A (collectively, the "Master Pipeline Franchise"), including, but not limited to, Chapters 16.36, 16.38, 16.40, 16.44, 16.52, and 16.54 of the Master Pipeline Franchise. If there is a conflict between the terms of this franchise ordinance and the provisions of the Master Pipeline Franchise, the terms of this franchise ordinance shall prevail.
- B. Franchisee shall comply with all applicable federal, State, and local laws and regulations during the term of this franchise ordinance and, to the extent Franchisee continues to conduct activities within the County's right-of-way and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

## Section 10. County Addresses.

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section County of Los Angeles Office of the Auditor-Controller Administrative Services, Room 515 500 West Temple Street Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works Attention: Survey/Mapping & Property Management Division 900 South Fremont Avenue Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

Air Products and Chemicals, Inc.
Real Estate Department
1940 Air Products Boulevard
Allentown, PA 18106
Attention: Aimee Kutzler, Manager - Real Estate

## Section 11. Franchise Ordinance Operative Date.

The operative date of this ordinance shall be November 23, 2023.

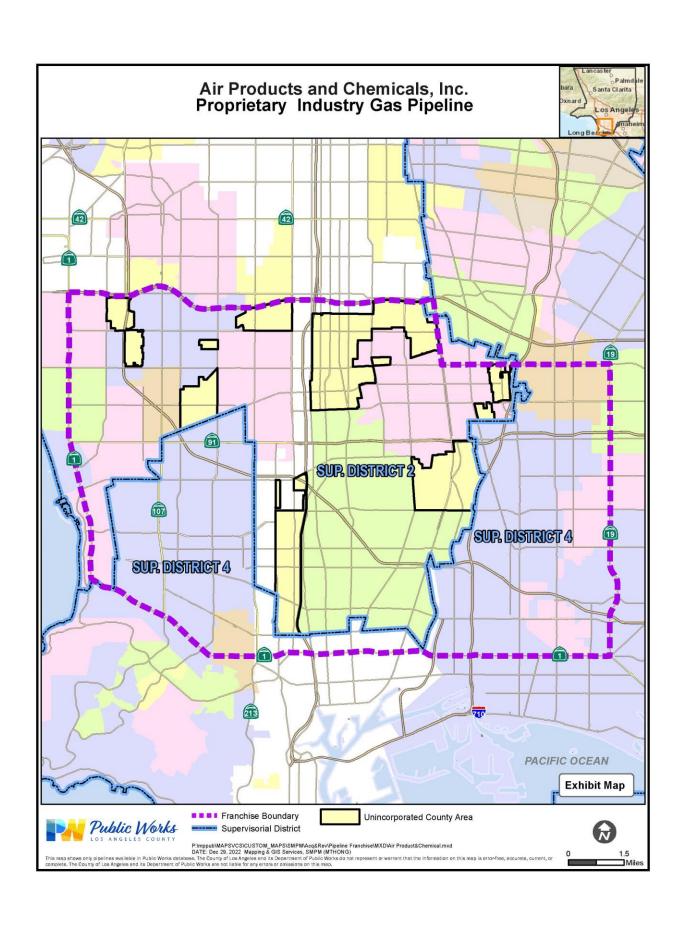
# Section 12. Termination.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

[AIRPRDCTCHEMFRANGCCC]

HOA.104390894.1

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# **Enclosure B**

### **ANALYSIS**

This ordinance grants a proprietary industrial gas pipeline franchise to Air Products and Chemicals, Inc., a Delaware corporation, to operate and maintain its industrial gas pipeline system existing and in the same manner as of the operative date of this ordinance for a period of five years, beginning on November 23, 2023 and expiring on November 22, 2028. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON County Counsel

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GRACE V. CHANG Principal Deputy County Counsel Public Works Division

GVC:jy

Requested: 03/01/23 Revised: 07/25/23

ORDINANCE NO.	
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An ordinance granting a proprietary industrial gas pipeline franchise to
Air Products and Chemicals, Inc., a Delaware corporation for a period of five (5) years,
beginning on November 23, 2023 and expiring on November 22, 2023.

The Board of Supervisors of the County of Los Angeles ordains as follows:

# Section 1. Franchise Term; Grant.

A proprietary industrial gas pipeline franchise is hereby granted to Air Products and Chemicals, Inc., a Delaware corporation ("Franchisee"), and its successors and assigns, for the period of five (5) years, beginning on November 23, 2023, to operate and maintain its pipes and pipelines existing and in the same manner as of the operative date of this ordinance for transmission and distribution of industrial gas, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980" (42 U.S.C. § 9601 et seq.), as it may hereafter be amended, and the "Federal Water Pollution Control Act" (33 U.S.C. § 1251 et seq.), as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles ("County"), State of

California, as described below and as depicted on the Exhibit Map attached hereto, as well as any additional unincorporated territories of the County that may be added to Franchisee's industrial gas service area(s) during the term of the franchise.

## Part A. South Bay Unincorporated Area:

Beginning at the centerline intersection of the Century Freeway (105 Freeway) and Sepulveda Boulevard; thence easterly along the centerline of the Century Freeway (105 Freeway) to the centerline intersection with Alameda Street; thence southerly along the centerline of Alameda Street to the centerline intersection with Rosecrans Avenue; thence easterly along the centerline of Rosecrans Avenue to the centerline intersection with Lakewood Boulevard; thence southerly along the centerline of Lakewood Boulevard to the centerline intersection of Pacific Coast Highway; thence westerly and northwesterly along the centerline of Pacific Coast Highway to the point at Gould Avenue and Artesia Boulevard where Pacific Coast Highway changes its name to Sepulveda Boulevard; thence northerly along the centerline of Sepulveda Boulevard to the point of beginning, as same streets and highways existed on January 12, 1999.

## Section 2. Consideration; Payment of Fees.

- A. Granting Fee. As consideration for the granting of this franchise, Franchisee shall pay to the County a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.
- B. Annual Franchise Fee. As additional consideration for the granting of this franchise, Franchisee shall pay to the County annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the

life of the franchise, in lawful money of the United States, a franchise fee computed annually, as set forth below ("Annual Franchise Fee").

- C. The Annual Franchise Fee payment by Franchisee shall accrue to the County on January 1 of each year for the highway space occupied by Franchisee's facilities as of December 31 of the calendar year immediately preceding the applicable Fee Payment Date. The Annual Franchise Fee shall be comprised of a base annual fee, which shall be calculated as set forth in subsection 2.E., below ("Base Annual Fee"), adjusted by the ratio of the price index as set forth in subsection 2.F., below, and computed to the nearest one-tenth (1/10) of a cent. The Base Annual Fee shall be calculated according to the highway space occupied by the pipelines and/or conduits, including the protective coverings, pipe casings, pipe connections, and any other appurtenance(s), such as manholes, valves, cathodic protection systems, connections, and any other structure(s). The Base Annual Fee shall be calculated at the rate of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, as set forth in subsection 2.E., below.
- D. To calculate the volume of highway space occupied by Franchisee's pipes and conduits (metal or plastic), the nominal internal diameter of the pipes and conduits shall be adjusted upward as follows:
- The adjusted diameter of metal pipes and conduits shall be one inch greater than the nominal internal diameter of such pipes and conduits;
- 2. The adjusted diameter of plastic pipes and conduits shall be two (2) inches greater than the nominal internal diameter of such pipes and conduits; and

- 3. In no event shall the adjusted diameter of any pipe or conduit (metal or plastic) be less than six (6) inches.
  - E. The Base Annual Fee shall be calculated in accordance with the following:
- 1. The rate set forth in subsection 2.C., above, of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, shall be used to calculate a Base Annual Fee as provided herein. The adjusted diameter of pipe and conduit shall be used to determine the applicable linear footage base rate per one foot of highway space occupied, as set forth in the schedule of base rates below:

A	В	С
Adjusted Diameter of Pipe and Conduit (Inches)	Volume Per Foot (Cubic Feet)	Base Rate Per Linear Foot (\$2.10 Per Cubic Feet)
6.00	0.1964	\$0.41
7.00	0.2673	\$0.56
8.00	0.3491	\$0.73
9.00	0.4418	\$0.93
10.00	0.5454	\$1.15
11.00	0.6600	\$1.39
12.00	0.7854	\$1.65
13.00	0.9218	\$1.94
14.00	1.0690	\$2.24
15.00	1.2272	\$2.58
16.00	1.3963	\$2.93
17.00	1.5763	\$3.31
18.00	1.7672	\$3.71
19.00	1.9690	\$4.13
20.00	2.1817	\$4.58
21.00	2.4053	\$5.05
22.00	2.6398	\$5.54
23.00	2.8853	\$6.06
24.00	3.1416	\$6.60
25.00	3.4089	\$7.16
26.00	3.6870	\$7.74
27.00	3.9761	\$8.35
28.00	4.2761	\$8.98
29.00	4.5870	\$9.63
30.00	4.9088	\$10.31

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31.00	5.2415	\$11.01
32.00	5.5851	\$11.73
33.00	5.9396	\$12.47
34.00	6.3050	\$13.24
35.00	6.6814	\$14.03
36.00	7.0686	\$14.84

2. The linear footage base rate (depicted in column C, above) is derived based on the following:

$$Pi = 3.1416$$

r = radius of pipe or conduit (in inches) = adjusted diameter (in inches) / 2

L = length of pipe or conduit (in inches)

L / 12 = length of pipe or conduit (in feet)

Volume of pipe or conduit (in cubic inches) =  $Pi \times r^2 \times L$ 

Volume of pipe or conduit (in cubic feet) = Pi x r<sup>2</sup> x L / 1,728 inches

Base Annual Fee = Volume of pipe or conduit (in cubic feet) x \$2.10 per cubic foot = (Pi x  $r^2$  x L / 1,728 inches) x \$2.10

Linear footage base rate = Base Annual Fee per linear foot of pipe = (Pi x  $r^2$  x 12 inches / 1,728 inches) x \$2.10

Base Annual Fee = Linear footage base rate x Length of pipe or conduit (in feet) = (Pi x  $r^2$  x 12 inches / 1,728 inches) x \$2.10 x (L / 12 inches) = (Pi x  $r^2$  x L / 1,728 inches) x \$2.10;

3. For pipelines with an adjusted diameter greater than six (6) inches and not listed above, the fees shall be in the same proportion to the fees of a twelve (12) inch diameter pipe as the diameter of the unlisted pipe is to twelve (12) inches;

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- 4. The volume of highway space occupied by any other appurtenance(s) such as manholes, valves, cathodic protection systems, connections, and any other structures shall be computed using the outside dimensions of the structures; and
- 5. The highway space occupied by overhead communication lines shall be taken as one-fifth (1/5) cubic foot per linear foot of highway route occupied, equivalent to a rate of forty-two cents (\$0.42) per linear foot ( $$2.10 \times 1/5 = $0.42$ ).
- F. The Base Annual Fee shall be calculated as set forth in subsection 2.E., above, and adjusted each calendar year, including the year of the granting of this franchise, on the applicable Fee Payment Date, in accordance with the following formula to derive the Annual Franchise Fee, provided, however, in no event shall the Annual Franchise Fee be less than seven thousand five hundred dollars (\$7,500).
- 1. The Base Annual Fee shall adjust annually on January 1st of each calendar year by an amount equal to one hundred percent (100%) of the increase in the "Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim California Metropolitan Area (1982-84=100), All Items," as published by the United States Department of Labor, Bureau of Labor Statistics/Office of Information ("Bureau"), which shall be defined as the "index," and such index as it stands on December 1, 2021 (i.e., 297.925), shall be defined as the "base index," and the index for the month of September immediately preceding the Fee Payment Date shall be defined as the "current index".

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- Annual Fee shall increase or decrease by the percentage increase or decrease between the current index and the base index, provided, however, that, if the current index drops below the base index, no adjustment shall be made. The Base Annual Fee shall be multiplied by an adjustment factor determined by dividing the current index by the base index. For example, if the base index is 100 and the current index is 210, the Annual Franchise Fee shall be two hundred and ten (210) percent (i.e., 210 / 100 = 2.1 = 210%) times the Base Annual Fee; provided, however, that under no circumstances shall the multiplying factor be less than one; nor shall the Annual Franchise Fee calculated using said factor, be less than the Base Annual Fee. If the Bureau revises the index, the parties hereto shall accept the method of revision for conversion recommended by the Bureau.
- 3. If the Bureau discontinues the preparation or publication of the CPI-U for the area, and if no transposition table prepared by the Bureau is available applicable to the year of 1982, then the amount of each Annual Franchise Fee shall be computed by reference to such other price index as may be chosen by the County, and the County shall be the sole judge of comparability of successive indices and its determination on this point shall be final and conclusive. In no event shall the Annual Franchise Fee adjusted by reference to such other price index be less than the Base Annual Fee as set forth in subsection 2.E., above.
- G. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

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- 1. Los Angeles County Public Works ("Public Works"), or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile and a prorated fraction thereof for any remainder equaling less than one mile, for all new main lines laid during that preceding calendar year.
- 2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per mile and a prorated fraction thereof for any remainder equaling less than one mile, for aerial or above-ground lines, and twenty-five dollars (\$25) per mile and a prorated fraction thereof for any remainder equaling less than one mile, for underground conduits, wires, cables, or telephone or telegraph lines maintained during the preceding calendar year.
- H. Franchisee shall also pay any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.
- I. The County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every five (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

## Section 3. Reports.

Franchisee shall, during the life of the franchise:

- A. File with the County Auditor-Controller and Public Works, on or before the Fee Payment Date, with one copy to each, a report, verified under oath by a duly authorized representative of Franchisee, showing as of December 31 of the immediately preceding calendar year, the length of Franchisee's main lines; the nominal internal diameter of such main lines; the "rate per foot per year," defined as the amount payable per linear foot per year under Section 2, above; and the computation of the total amount of the Annual Franchise Fee due to the County, together with such data as is necessary in the opinion of the County Auditor-Controller and/or Public Works to calculate or verify the calculation of the Annual Franchise Fee as required by subsection 2.B., above.
- B. Show in the report prepared pursuant to subsection 3.A., above: any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, and old main lines abandoned in place, including the internal diameter of such main lines laid, removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, and old conduits abandoned in place, including the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.
- C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained, in accordance with Section 16.52.270 of the Los Angeles County Code, for the installation of new main lines and

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conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

- D. Within one year of the operative date of this ordinance:
- A1. Prepare and submit to Public Works procedures and a schedule for conducting routine and as-needed safety inspections and integrity testing ("Testing") of Franchisee's inactive pipelines ("Inactive Pipelines"), in compliance with all applicable federal, State, and local pipeline laws and regulations and the Los Angeles County Code (collectively "Pipeline Laws"). Inactive Pipelines are defined as Franchisee's static, idle, inactive, and out-of-service pipelines, excluding any water or wastewater pipelines.
- 2. Perform Testing of Franchisee's Inactive Pipelines through an independent third-party testing company, with oversight by appropriate agencies, or as may otherwise be requested by Franchisee and approved by Public Works, in compliance with the Pipeline Laws.
- 3. Provide evidence satisfactory to Public Works that, in compliance with the Pipeline Laws, each Pipeline not currently in use has either: (1) undergone required Testing and been approved for active use, or (2) been approved for removal or abandoned in place.
- E. Comply with the Pipeline Laws, including but not limited to those pertaining to Testing, operating, and maintaining, as applicable, with respect to all of Franchisee's pipelines that are in active use or have been abandoned, throughout the term of the franchise.

# Section 4. Late Payments.

- A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the original due date.
- B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the due date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the due date, until full payment is received. Following the ninety-first (91st) day after the due date, should the franchise payment not be provided to the County, the County reserves the right to terminate the franchise. Upon termination of the franchise, operation of the facilities covered by the franchise shall no longer be authorized and Franchisee will be liable for costs associated with such termination, including, but not limited to, the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration or termination of this franchise.

### Section 5. Indemnification, Insurance, and Bonding.

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents (collectively, "County's Agents") from and against any and all expenses, costs, fees, damages,

claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys' fees, workers' compensation benefits, expenses, and damages of any other type (collectively "Claims"), that relate to or arise from: the granting and/or extension of this franchise; Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee or its employees, agents, receivers, contractors, subcontractors, successors, or assignees (collectively, "Franchisee's Agents"), in connection with the franchise; and/or any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving this franchise or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

- В. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any liquid hydrocarbon products, wet gas, industrial gas, chemicals, steam, water, wastewater, mud, or any other substance from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to have discharged, dispersed, released, or escaped from Franchisee's pipelines, and to repair or restore Franchisee's pipelines and appurtenances, shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's Agents in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government, at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's Agents. If Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.
- C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain, at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the

County. Franchisee may have the option to self-insure the insurance coverage required upon obtaining prior approval from the County.

- Certificate(s) or other evidence of coverage satisfactory to the
   County shall be delivered to Public Works on or before the operative date of this
   franchise ordinance and on or before the expiration date of each term of insurance.
   Such certificates or other evidence of coverage shall:
  - a. Specifically identify this franchise ordinance;b.Clearly evidence all insurance required by this franchise ordinance;
- c. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and
- d. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection 5.C.1.c., above, stating: "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."
- 2. Franchisee shall provide County with written notice as soon as Franchisee is aware of any material modification, non-renewal, cancellation, or termination that negatively impacts the County in any program of liability, Workers' Compensation, or other insurance required by this Section.

- 3. The County reserves the right to require copies of Franchisee's insurance policies at the County's request. Franchisee may omit portions of the policy that do not pertain to this franchise.
- 4. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII unless otherwise approved by the County.
- 5. Franchisee agrees to release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this franchise ordinance unless injury, death, loss, damage, or destruction is caused by either the willful misconduct or sole negligence of the County.
- 6. Such insurance shall be endorsed, naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:
- a. Commercial General Liability insurance written on a commercial general liability form (ISO Policy Form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence, five million dollars (\$5,000,000) policy aggregate, and five million dollars (\$5,000,000) products/completed operation aggregate.
- i. If written on a claims-made form, Franchisee shall be obligated to ensure coverage is in place for a period of not less than two (2) years following termination or cancellation of this franchise.
- b. Comprehensive Auto Liability insurance (written on ISO Policy Form CA 00 01, or its equivalent, unless otherwise approved by the County),

endorsed for all owned, non-owned, and hired vehicles, with a limit of not less than one million dollars (\$1,000,000) per occurrence.

- i. If written with an annual aggregate limit, the policy limit shall be two (2) times the above-required occurrence limit.
- ii. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.
- 7. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act" (33 U.S.C. § 901 et seq.), as it may hereafter be amended, including Employer's Liability with not less than a one-million-dollar (\$1,000,000) limit. Franchisee will require any contractor providing services to carry Workers' Compensation coverage as required by subsection 5.C.6., above.
- D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance and within thirty (30) days of the expiration date of each term of insurance, a certificate of insurance for each of said policies executed by Franchisee's insurance agent or by the company issuing the policy, evidencing that the policy is in force.
- E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than two hundred thousand dollars (\$200,000), payable to the County of

Los Angeles and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of two hundred thousand dollars (\$200,000), or any portion thereof, shall be immediately payable to the County by the principal and surety(ies) of the bond.

- 1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.
- 2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise. The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all its obligations under the franchise.
- 3. At its sole option, the County may accept Certificates of Deposit, cash deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such alternative instruments shall be made payable to the County and shall be deposited with the County Auditor-Controller and/or Treasurer and/or Tax Collector, as applicable.

- F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.
- G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding shall constitute a material breach of the terms of this franchise, upon which the County may terminate or suspend this franchise, subject to Board approval.
- H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and all operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

#### Section 6. Transfers and Assignments.

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"), except as provided in this Section and after payment of a transfer fee as detailed in subsection 6.G., below.

- B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., below, and shall provide all documents requested by the County, as set forth in subsection 6.F., below. Consent to any such Assignment shall only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations and/or a failure to pay the transfer fee specified in subsection 6.G., below. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the proposed Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County under subsection 6.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.
- C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, certified copies of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument is not filed with Public Works within thirty (30) days after the effective date of such proposed Assignment, or if any condition to consent by the County has not been met, the County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.
- D. As a condition to granting consent to such Assignment, the County may impose such additional terms and conditions upon Franchisee and/or the proposed

Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment, except in the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

- E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the persons or entities with the controlling interest in Franchisee on the effective date of this ordinance or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.
- F. Upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment application to Public Works, which shall contain, at a minimum:
- 1. Identification of the proposed Transferee, which indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, and/or operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee or any other person or entity owning or controlling the proposed Transferee in part or in whole.

- 2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all the financial resources necessary to carry out all the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.
- A copy of the proposed agreement of sale, letter of understanding, or other documentation, which details the proposed Assignment ("Assignment Documents").
- 4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.
- G. The transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., above, and Franchisee shall pay the County's costs to process the proposed Assignment application, including any consultants' fees incurred by the County to assist in evaluating the application. Should the County's actual costs exceed the fees detailed above, Franchisee and the proposed Transferee may be required to pay any additional costs incurred by the County in processing the request for Assignment. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request by the County or the Board, as applicable.

#### Section 7. Removal or Abandonment of Facilities.

At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of Franchisee's pipes and appurtenances, Franchisee shall, within thirty (30) days thereafter, make a written application to Public Works for permission to engage in one of the following, in accordance with applicable federal, State, and local laws and regulations: abandon all, or a portion, of such pipes and appurtenances in place; remove all, or a portion, of such pipes and appurtenances; or transfer all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned or removed by reference to the map or maps required by this franchise and will describe with reasonable accuracy the relative physical condition of the pipes and appurtenances. Public Works will determine whether any abandonment, removal, or transfer that is proposed may be effected without detriment to the public interest or under what conditions the proposed abandonment, removal, or transfer may be safely effected, and Public Works will then notify Franchisee of any such requirements. If, for any reason, Franchisee suspends operations of any of the pipes and/or appurtenances contained in this franchise for a period of more than ninety (90) days, Franchisee shall notify Public Works. During this period of suspended operations, Franchisee shall maintain said pipes and appurtenances in accordance with all applicable federal and/or State standards, including as directed by the California State Fire Marshal, and/or local laws and regulations.

- B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including for Franchisee to remove all such pipes and appurtenances in accordance with applicable requirements. In the event Franchisee fails to remove any pipes and appurtenances in accordance with applicable requirements within such time as may be prescribed by the County, Public Works may remove such pipes and appurtenances at Franchisee's expense, and Franchisee will pay to the County within sixty (60) days after delivery of an itemized bill the cost of removal, including, but not limited to, reasonable overhead expenses in a sum no greater than an additional thirty percent (30%) of the actual cost of such work.
- C. Abandoned pipelines on County highways remain the property of Franchisee. Should the abandoned pipelines interfere with other uses in the right-of-way, including future utilities or underground facilities, said pipelines shall be removed by Franchisee, as necessary, at Franchisee's sole cost and expense. Alternatively, the County may remove or cause to be removed said pipelines at Franchisee's sole cost and expense.
- D. For the purposes of the payment of fees provisions in Section 2 of this franchise, such facilities shall continue to be included in the calculation of fees until inspection reports prepared by Public Works indicate the work of removal or abandonment has been completed to the County's satisfaction.
  - E. This Section will survive the termination or expiration of this franchise.

# Section 8. Relocation of Pipelines.

In the event Franchisee receives notice from the County, a city, or any other public entity to relocate its pipelines and appurtenances, if Franchisee neglects or fails to relocate its facilities in a timely manner and in accordance with applicable federal, State, and local laws and regulations after receipt of such notice, Franchisee shall be solely responsible for, and shall reimburse the County, city, or other applicable public entity for any and all costs or expenses incurred by the County, city, or other applicable public entity due to or resulting from Franchisee's neglect or failure with respect to relocation of the facilities.

#### **Section 9.** Pipeline Franchise Ordinance.

- A. Franchisee must comply with certain provisions of Los Angeles County Code, Title 16, Divisions 3 and 3A (collectively, the "Master Pipeline Franchise"), including, but not limited to, Chapters 16.36, 16.38, 16.40, 16.44, 16.52, and 16.54 of the Master Pipeline Franchise. If there is a conflict between the terms of this franchise ordinance and the provisions of the Master Pipeline Franchise, the terms of this franchise ordinance shall prevail.
- B. Franchisee shall comply with all applicable federal, State, and local laws and regulations during the term of this franchise ordinance and, to the extent Franchisee continues to conduct activities within the County's right-of-way and/or Franchisee's facilities continue to occupy the County's right-of-way, following the termination or expiration of this franchise.

#### Section 10. County Addresses.

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section County of Los Angeles Office of the Auditor-Controller Administrative Services, Room 515 500 West Temple Street Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works Attention: Survey/Mapping & Property Management Division 900 South Fremont Avenue Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

Air Products and Chemicals, Inc.
Real Estate Department
1940 Air Products Boulevard
Allentown, PA 18106
Attention: Aimee Kutzler, Manager - Real Estate

### Section 11. Franchise Ordinance Operative Date.

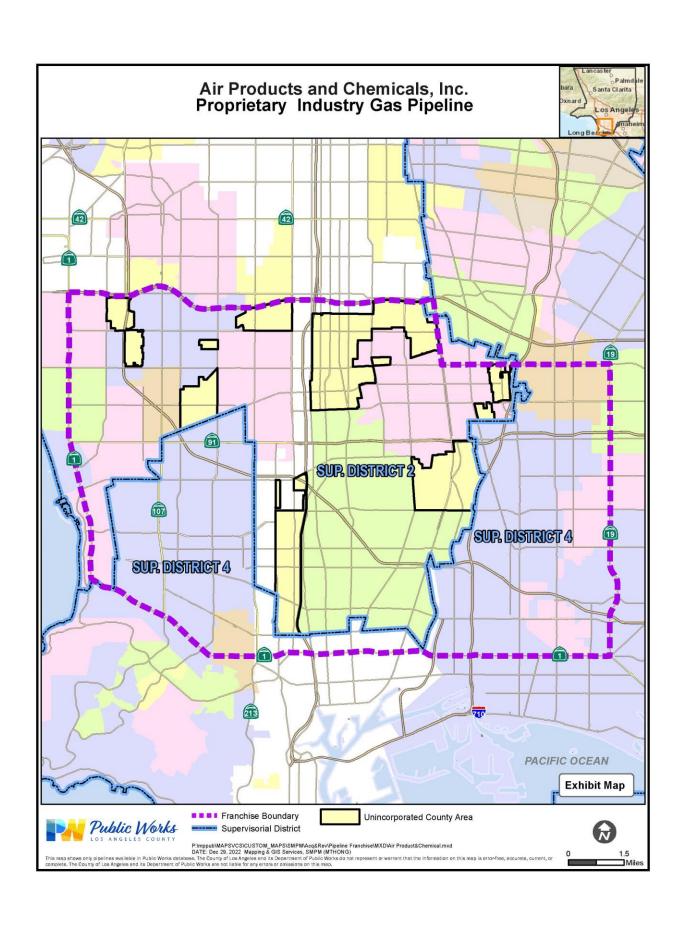
The operative date of this ordinance shall be November 23, 2023.

# Section 12. Termination.

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

[AIRPRDCTCHEMFRANGCCC]

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# BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	9/13/2023	
BOARD MEETING DATE	10/3/2023	
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 <sup>st</sup> ☐ 2 <sup>n</sup>	d ☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ⊠ 5 <sup>th</sup>
DEPARTMENT(S)	Public Works	
SUBJECT	Public Works is seeking Board approval to quitclaim a portion of an easement associated with the storm drain easement for Private Drain (PD) 2483, identified as Parcels 1EX and 2EX, in the unincorporated Castaic area, as described and shown in Exhibit A and Exhibit B, from the Los Angeles County Flood Control District to the underlying property owner(s).	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ⊠ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING		Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	The purpose of this recommended action is to quitclaim the excess easement back to the underlying property owner(s).	
BACKGROUND (include internal/external issues that may exist including any related motions)	An easement for Flood Control purposes and ingress and egress purposes was dedicated to the Los Angeles County Flood Control District in connection with the drainage facility identified as PD 2483 on Parcel Map 19784-02.  Since the approval and recordation of Parcel Map 19784-02, the plans for PD 2483 were revised to realign the access roads to two debris basins. Due to this realignment, the portion of the easement, identified as Parcels 1EX and 2EX, are no longer required for PD 2483. Parcels 1EX and 2EX are described in detail in Exhibit A and shown on Exhibit B.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☐ No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email:  Arthur Vander Vis, Interim Deputy Director, (626) 458-4004, cell phone (626) 485-1864, avander@pw.lacounty.gov.	



# **COUNTY OF LOS ANGELES**

# DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE REFER TO FILE:

October 3, 2023

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:

MUNICIPAL SERVICES CORE SERVICE AREA
QUITCLAIM OF STORM DRAIN EASEMENTS
MISCELLANEOUS EASEMENT PRIVATE DRAIN 2483, PARCELS 1EX AND 2EX,
IN THE UNINCORPORATED CASTAIC AREA
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)

### **SUBJECT**

Public Works is seeking Board approval to quitclaim a portion of an easement associated with the storm drain easement for Private Drain 2483, identified as Parcels 1EX and 2EX, in the unincorporated Castaic area, as described and shown in Exhibit A and Exhibit B, from the Los Angeles County Flood Control District to the underlying property owner(s).

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

- Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- Find that the portions of the storm drain easement for Private Drain 2483, identified as Parcels 1EX and 2EX, are no longer required for the purposes of the Los Angeles County Flood Control District.
- 3. Authorize the Quitclaim of Easement for Parcels 1EX and 2EX to the underlying property owner(s).

The Honorable Board of Supervisors October 3, 2023 Page 2



4. Instruct the Chair of the Board of Supervisors to execute the Quitclaim of Easement documents.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to quitclaim the excess easement back to the underlying property owner(s).

An easement for Flood Control and ingress and egress purposes was dedicated to the Los Angeles County Flood Control District in connection with the proposed dedication of the drainage facility identified as Private Drain (PD) 2483 on Parcel Map 19784-02.

Since the approval and recordation of Parcel Map 19784-02, the plans for PD 2483 were revised to realign the access roads to two debris basins included in PD 2483. Due to this realignment, new easements over the new alignment of the access roads have been granted to the Los Angeles County Flood Control District and the portions of the previously dedicated easement, identified as Parcels 1EX and 2EX, are no longer required for PD 2483. Parcels 1EX and 2EX are described in detail in Exhibit A and shown in Exhibit B.

#### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action allows the County to eliminate an excess easement and return it back to the underlying property owner(s).

#### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund by quitclaiming the excess easement back to the underlying property owner(s).

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

PD 2483, Parcels 1EX and 2EX, were originally obtained in connection with a storm drain project in the Castaic area. Since Parcels 1EX and 2EX were dedicated, the plans for PD 2483 were revised to change the alignment of the associated access roads for the project. New easements have been granted over the new alignment of the access roads. The original easements are now in excess.

The Quitclaim of Easement documents have been approved as to form by County Counsel.

The Honorable Board of Supervisors October 3, 2023 Page 3



# **ENVIRONMENTAL DOCUMENTATION**

The proposed project, which is the Quitclaim of Easement for PD 2483, Parcels 1EX and 2EX, is exempt from the California Environmental Quality Act. The quitclaim is within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15305 and 15312 of the State California Environmental Quality Act guidelines and Class 5 and 12 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

Since Parcels 1EX and 2EX are now excess and no longer required, their quitclaim will not have an adverse impact on current County services or projects.

## **CONCLUSION**

Please return one adopted copy of this letter and one fully executed Quitclaim of Easement to Public Works, Land Development Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:JC:la

Enclosures

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

# **ORIGINAL**

#### **PARCEL 1EX**

RECORDING REQUESTED BY AND MAIL TO:

Castaic Industrial Solutions, Inc. 28447 West Whitherspoon Parkway Valencia, CA 91355

Deputy

# **QUITCLAIM OF EASEMENT**

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, does hereby remise, release, and forever quitclaim to CASTAIC INDUSTRIAL SOLUTIONS, INC., a California corporation, all its right, title, and interest in and to the portion of the easement for flood control purposes, as shown on and dedicated on the map of Parcel Map No. 19784-02, recorded in Book 285, pages 90 to 99, inclusive, of Parcel Maps in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, insofar and only insofar as it exists on the real property in the unincorporated territory of the County of Los Angeles, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

delineated on Exhibit B, both of which are	e attached hereto and by this reference made a part hereor.
Dated	
	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic
	By
(LACFCD-SEAL)	
ATTEST:	
CELIA ZAVALA, Executive Officer of the Board of Supervisors of the County of Los Angeles	Filed With: PRIVATE DRAIN NO. 2483 Includes: Parcel 1EX S.D. 5 LSDESMT

P:CONF:SMQCEFLDTOCASTAICINDUSTRIALPD2483 1EX FNL 030623

Project ID No. MPM0001105

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA ) ) ss.	
COUNTY OF LOS ANGELES )	
ex officio the governing body of all other and authorities for which said Board so a	of Supervisors for the County of Los Angeles and respecial assessment and taxing districts, agencies acts adopted a resolution pursuant to Section 25103 or e use of facsimile signatures of the Chair of the Boards requiring the Chair's signature.
the facsimile signature of Chair of the Board of Supervisors of t DISTRICT, was affixed hereto as the of	the LOS ANGELES COUNTY FLOOD CONTROL ficial execution of this document. The undersigned
•	by of the document was delivered to the Chair of IGELES COUNTY FLOOD CONTROL DISTRICT.
In witness whereof, I have also he day and year above written.	ereunto set my hand and affixed my official seal the
	CELIA ZAVALA, Executive Officer of the Board of Supervisors of the County of Los Angeles
	By
	By Deputy
(LACFCD-SEAL)	
APPROVED AS TO FORM:	APPROVED as to title and execution,
DAWYN R. HARRISON	, 20
County Counsel	LOS ANGELES COUNTY PUBLIC WORKS Survey/Manning & Property Management Division
By	LOS ANGELES COUNTY PUBLIC WORKS Survey/Mapping & Property Management Division Supervising Title Examiner

# **EXHIBIT "A"**

File With: PRIVATE DRAIN NO. 2483

Includes: Parcel 1EX

T.G. 4459-F6 I.M. 264-097

S.D. 5

A.I.N. 3271-027-002 (PORTION)

# **LEGAL DESCRIPTION**

# PARCEL 1EX (QUITC)

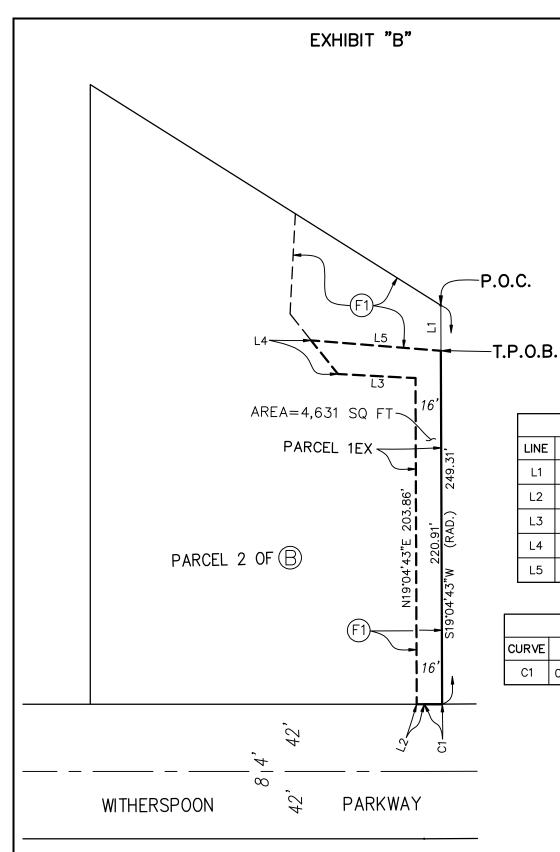
(QUITCLAIM OF EASEMENT)

THAT PORTION OF THAT EASEMENT OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL PURPOSES IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON AND DEDICATED BY THE MAP OF PARCEL MAP NO. 19784-02 FILED IN BOOK 285 PAGES 90 TO 99 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY WITHIN PARCEL 2 OF SAID PARCEL MAP NO. 19784-02 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY TERMINUS OF THAT COURSE IN THE SOUTHEASTERLY LINE OF SAID PARCEL 2 SHOWN AS NORTH 19°04'43" EAST 249.31 FEET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 19°04'43" WEST 28.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE

- 1. ALONG SAID SOUTHEASTERLY LINE SOUTH 19°04'43" WEST 220.91 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2 ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2958.00 THROUGH WHICH LAST SAID COURSE IS RADIAL; THENCE
- 2. NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 13°13'03" AN ARC DISTANCE OF 11.23 FEET; THENCE
- 3. TANGENT TO SAID CURVE AND ALONG SAID SOUTHWESTERLY LINE NORTH 70°42'14" WEST 4.77 FEET TO THE SOUTHWESTERLY CORNER OF THE EASEMENT OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL PURPOSES AS SHOWN ON AND DEDICATED BY SAID PARCEL MAP NO. 19784-02; THENCE
- 4. ALONG THE NORTHWESTERLY LINE OF SAID EASEMENT NORTH 19°04'43" EAST 203.86 FEET TO AN ANGLE POINT THEREIN; THENCE
- 5. ALONG THE SOUTHWESTERLY LINE OF SAID EASEMENT NORTH 67°45'06" WEST 48.52 FEET TO AN ANGLE POINT THEREIN; THENCE
- 6. CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 19°19'00" WEST 26.92 FEET: THENCE
- 7. LEAVING SAID SOUTHWESTERLY LINE SOUTH 66°09'18" EAST 81.44 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4,631 SQUARE FEET, MORE OR LESS.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S19°04'43"W	28.40'
L2	N70*42 <b>'</b> 14"W	4.77'
L3	N67°45'06"W	48.52'
L4	N19 <b>'</b> 19'00"W	26.92'
L5	S66'09'18"E	81.44'

	CURVE	TABLE	
CURVE	DELTA	RADIUS	LENGTH
C1	0'13'03"	2958.00	11.23'

PM NO. 19784-02 PMB 285-90-99

EASEMENT OF LA COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL PURPOSES PER (B)

P.O.C. POINT OF COMMENCEMENT T.P.O.B. TRUE POINT OF BEGINNING



SCALE: 1" = 60'

# **ORIGINAL**

RECORDING REQUESTED BY AND MAIL TO:

Deputy

Aronoff Brothers 19921 Turnberry Drive Tarzana, CA 91356

,	Space Above This Line Reserved for Recorder's Use
Documentary Transfer Tax is \$  ( ) computed on full value of property conveyed, or ( ) computed on full value less value of liens and encumbrances remaining at time of sale	Assessor's Identification Number: 3271-027-051 (Portion)
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT	
By "This is a conveyance of an easement and the consideration and value is less than \$100.00. R & T 11911."	

# **QUITCLAIM OF EASEMENT**

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, does hereby remise, release, and forever quitclaim to ARONOFF BROTHERS, a California general partnership, all its right, title, and interest in and to the portion of the easement for flood control purposes, as shown on and dedicated on the map of Parcel Map No. 19784-02, recorded in Book 285, pages 90 to 99, inclusive, of Parcel Maps in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, insofar and only insofar as it exists on the real property in the unincorporated territory of the County of Los Angeles, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

B, both of which are attached hereto and by	this reference made a part hereof.
Dated	
	LOS ANGELES COUNTY FLOOD CONTROL DISTRIC a body corporate and politic
	By Chair, Board of Supervisors of the Los Angeles County Flood Control District
(LACFCD-SEAL)	
ATTEST:	
CELIA ZAVALA, Executive Officer of the Board of Supervisors of the County of Los Angeles	Filed With: PRIVATE DRAIN NO. 2483 Includes: Parcel 2EX S.D. 5 LSDESMT Project ID No. MPM0001105

P:CONF:SMQCEFLDTOARONOFFBROTHERSPD2483 2EX FNL 030623

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )	
) ss. COUNTY OF LOS ANGELES )	
ex officio the governing body of all other sp and authorities for which said Board so acts	Supervisors for the County of Los Angeles and ecial assessment and taxing districts, agencies, adopted a resolution pursuant to Section 25103 of se of facsimile signatures of the Chair of the Board equiring the Chair's signature.
the facsimile signature of	LOS ANGELES COUNTY FLOOD CONTROL al execution of this document. The undersigned of the document was delivered to the Chair of LES COUNTY FLOOD CONTROL DISTRICT.
day and year above written.	unto set my hand and affixed my official seal the CELIA ZAVALA, Executive Officer of the Board of Supervisors of the County of Los Angeles
P	Зу
_	Deputy
(LACFCD-SEAL)	
APPROVED AS TO FORM:	APPROVED as to title and execution,
DAWYN R. HARRISON County Counsel	
Ву	Supervising Title Examiner
Deputy	By

# **EXHIBIT "A"**

File With: **PRIVATE DRAIN NO. 2483** 

Includes: Parcel 2EX

T.G. 4459 -F6 I.M. 264-097

S.D. 5

A.I.N. 3271-027-51 (PORTION)

# **LEGAL DESCRIPTION**

### PARCEL 2EX

(QUITCLAIM OF EASEMENT)

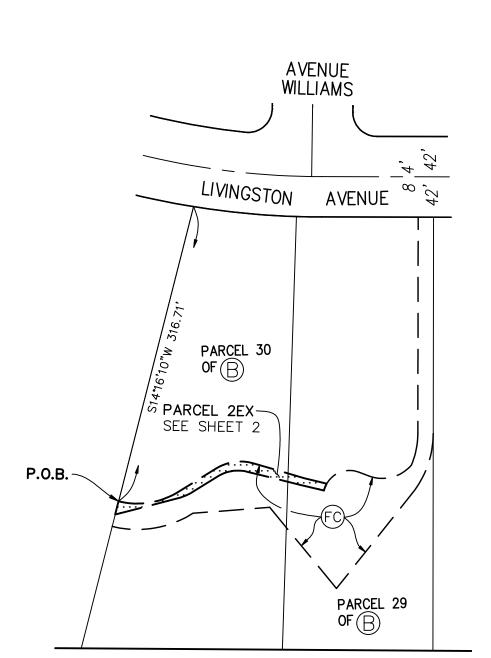
THAT PORTION OF THAT EASEMENT OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL PURPOSES IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON AND DEDICATED BY THE MAP OF PARCEL MAP NO. 19784-02 FILED IN BOOK 285 PAGES 90 TO 99 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY WITHIN PARCELS 29 AND 30 OF SAID PARCEL MAP NO. 19784-02 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT COURSE SHOWN ON SAID MAP AS NORTH 14°16′10" EAST 27.00 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 30, SAID POINT ALSO BEING AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 81.00 FEET IN THE NORTHERLY LINE OF THE ABOVE-DESCRIBED EASEMENT, A RADIAL LINE THROUGH SAID POINT OF BEGINNING BEARS NORTH 13°54′34" EAST; THENCE

- 1. NORTHEASTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 45°40'37" AN ARC DISTANCE OF 64.57 FEET; THENCE
- 2. TANGENT TO SAID CURVE NORTH 58°13'57" EAST 46.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 49.00 FEET; THENCE
- 3. EASTERLY ALONG LAST SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 48°08'14" AN ARC DISTANCE OF 41.17 FEET; THENCE
- 4. TANGENT TO LAST SAID CURVE AND ALONG SAID NORTHERLY LINE SOUTH 73°37'49" EAST 54.54 FEET TO AN ANGLE POINT THEREIN; THENCE
- 5. CONTINUING ALONG SAID NORTHERLY LINE SOUTH 76°13'55" EAST 24.13 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27.50 FEET, A RADIAL LINE THROUGH LAST SAID POINT BEARS NORTH 60°11'05" WEST IN SAID NORTHERLY LINE; THENCE
- 6. LEAVING SAID NORTHERLY LINE AND ALONG THE SOUTHWESTERLY PROLONGATION OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 15°46'55" AN ARC DISTANCE OF 7.58 FEET; THENCE
- 7. NON-TANGENT TO LAST SAID CURVE NORTH 76°41'58" WEST 24.61 FEET; THENCE
- 8. NORTH 76°08'21" WEST 57.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 40.00 FEET; THENCE

- 9. WESTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 45°43'19" AN ARC DISTANCE OF 31.92 FEET; THENCE
- 10. TANGENT TO LAST SAID CURVE SOUTH 58°08'20" WEST 30.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 55.00 FEET; THENCE
- 11. SOUTHWESTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 17°17'59" AN ARC DISTANCE OF 16.61 FEET; THENCE
- 12. TANGENT TO LAST SAID CURVE SOUTH 75°26'19" WEST 67.56 FEET TO A POINT ON SAID WESTERLY LINE OF PARCEL 30; THENCE
- 13. ALONG SAID WESTERLY LINE NORTH 14°16'10" EAST 14.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,732 SQUARE FEET, MORE OR LESS.

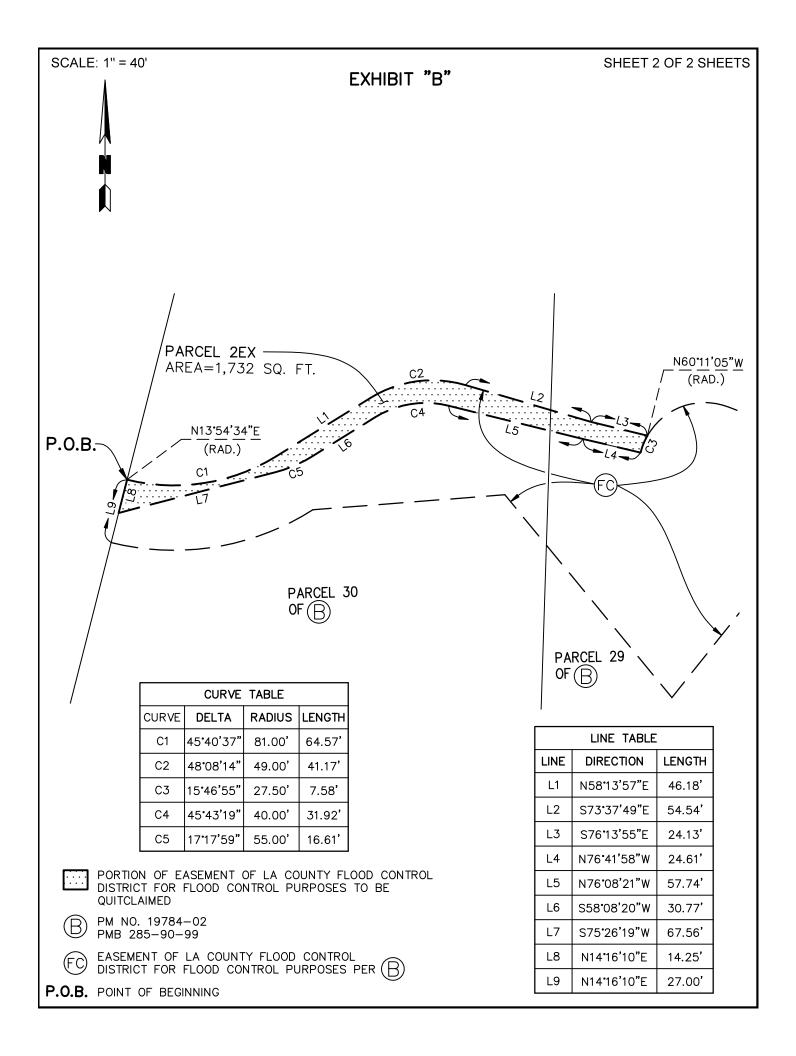


PORTION OF EASEMENT OF LA COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL PURPOSES TO BE QUITCLAIMED

PM NO. 19784-02 PMB 285-90-99

EASEMENT OF LA COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL PURPOSES PER

P.O.B. POINT OF BEGINNING



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Memo □ Other **CLUSTER AGENDA** 9/13/2023 **REVIEW DATE BOARD MEETING DATE** 10/24/2023 SUPERVISORIAL DISTRICT **AFFECTED**  $\square$  All 1st 2<sup>nd</sup> ☐ 3<sup>rd</sup> ☐ 4<sup>th</sup> DEPARTMENT(S) Department of Regional Planning **SUBJECT** Adoption of Ordinance Amending Titles 12, 21 and 22 Relating to Fee Revisions **PROGRAM** N/A **AUTHORIZES DELEGATED** ⊠ No ☐ Yes **AUTHORITY TO DEPT SOLE SOURCE CONTRACT** ⊠ No Yes If Yes, please explain why: **DEADLINES/** TIME CONSTRAINTS **COST & FUNDING** Funding source: Total cost: \$ N/A N/A TERMS (if applicable): **Explanation: PURPOSE OF REQUEST** Adoption of the proposed ordinance will allow the DRP to adjust its fees as outlined in the Fee Schedule. The recommended actions will effectively adjust existing planning permits and service fees, and implement new fees imposed by the DRP to recover costs for services rendered. As a result, a net revenue increase will be utilized to fund operating costs. These fee revisions are recommended based on a detailed methodology that was designed to capture the actual costs of providing planning and zoning services in the fee structure. **BACKGROUND** The Department Regional Planning has not had a comprehensive fee study update (include internal/external since 2010. Since then, the Department has had major operational changes which necessitate this fee update. The Department presented the revised fee structure to the issues that may exist Board Planning Deputies on November 12, 2020, and January 10, 2021. The including any related motions) Department also presented the proposed fee changes to the Building Industry Association of Southern California, Los Angeles/Ventura (BIA-LAV) on January 19, 2021. However due to delays related to the COVID pandemic and other operational challenges, the Department is returning to the Board to adopt these revised and new fees at this time. **EQUITY INDEX OR LENS** Yes ⊠ No If Yes, please explain how: **WAS UTILIZED** 

SUPPORTS ONE OF THE

**NINE BOARD PRIORITIES** 

⊠ Yes

□ No

If Yes, please state which one(s) and explain how:

systematically leverage resources to help fund County initiative.

Approval of the recommended action is consistent with the County's Strategic Plan Goal No. III, Strategy III.3.1. Maximize Revenue by implementing the process to

DEPARTMENTAL	Karen Chin, Departmental Finance Manager I, 213-974-6489, kchin@planning.lacounty.gov	
CONTACTS	Carmen Sainz, Supervising Regional Planner, 213-893-2238, csainz@planning.lacounty.gov	

# LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP Director, Regional Planning

DAVID DE GRAZIA

Deputy Director,

Current Planning

DENNIS SLAVIN
Chief Deputy Director,
Regional Planning

JON SANABRIA
Deputy Director,
Land Use Regulations

**CONNIE CHUNG, AICP**Deputy Director,
Advance Planning

JOSEPH HORVATH
Administrative Deputy,
Administration

October 24, 2023

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:** 

DEPARTMENT OF REGIONAL PLANNING: ADOPTION OF ORDINANCE AMENDING TITLES 12, 21 AND 22 RELATING TO FEE REVISIONS (ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

## **SUBJECT**

The recommended actions are to approve amendments to Titles 12, 21 and 22 of the Los Angeles County Code to revise existing fees and implement new fees charged by the Department of Regional Planning (DRP) effective January 1, 2024. The proposed fee revisions are warranted and appropriate based on a comprehensive review and cost analysis of fees charged for similar services provided by comparable public agencies.

#### IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING:

- 1. Find that the proposed Ordinance is being adopted for the purpose of meeting operational expenses and is, therefore, exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code 21080(b)(8) and Section 15273 of Title 14 of the State CEQA Guidelines.
- 2. Adopt the Ordinance amending Titles 12, 21 and 22 of the Los Angeles County Code approving revised and new fees to be charged by the DRP in connection with the review and processing of development projects.



The Honorable Board of Supervisors October 24, 2023 Page 2

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Adoption of the proposed ordinance (Attachment A) will allow the DRP to adjust its fees as outlined in the attached Fee Schedule (Attachment B). The recommended actions will effectively adjust existing planning permits and service fees, consolidate similar fee tpyes into a single fee and implement new fees imposed by the DRP to recover costs for services rendered. As a result, a net revenue increase will be utilized to fund operating costs. These fee revisions are recommended based on a detailed methodology that was designed to capture the actual costs of providing planning and zoning services in the fee structure.

The DRP completed an in-house comprehensive review of the fees it charges for its services. Staff utilized a cost-based analytical approach in calculating the full cost of providing case processing services, which follows best management practices to ensure fees are fair, equitable, and represent the estimated and reasonable costs of services, as required by the California Government Code. The methodology uses the approach where time allocated to fee-related tasks are calculated for each position within the DRP. The staff hours are totaled, and this estimate is then used in calculating all applicable County costs, which includes the following: direct salaries and employee benefits, operating services and supplies, departmental and divisional overhead, and Countywide overhead costs. This review included obtaining fee data for similar services provided by comparable public agencies (Attachment D). The findings of the review indicate that adjustments to the existing fees, consolidation of similar fees into a single fee and proposed new fees are warranted and appropriate.

The purpose of the proposed Ordinance is to update the fees charged by the DRP to accurately reflect the current costs incurred in reviewing, evaluating, and processing proposed zoning permits, entitlements, subdivisions, and related land development proposals, including tract and parcel maps. The recommended fee changes were reviewed and approved on August 17, 2023, by the Auditor-Controller (Attachment C) to ensure that they are reasonable and cost effective in comparison to other public agencies that provide similar services (Attachment D). The last revision to the DRP's fees was approved by your Board on April 27, 2010, and made effective July 1, 2010. Since then, there have been various major operational and workflow changes which are not reflected in the current fee structure.

# Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan Goal No. III, Strategy III.3.1. Maximize Revenue by implementing the process to systematically leverage resources to help fund County initiative.

The Honorable Board of Supervisors October 24, 2023 Page 3

# **FISCAL IMPACT/FINANCING**

The recommended actions will result in an estimated net revenue increase of \$895,000 in FY 2023-2024 if implemented by January 1, 2024, which will be utilized to fund operating costs. This increase will be added to the DRP's FY 2023-2024 Operating Budget when approved.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All fees were reviewed to ensure that they are reasonable and cost effective in comparison to other municipalities and public agencies. The findings are reflected in the DRP's recommendations.

The Auditor-Controller has reviewed the calculations used to determine the amount of the revised fees and has determined that the proposed fees are reasonable.

County Counsel has reviewed and approved the proposed Ordinance as to form.

Pursuant to Section 66017 of the California Government Code, any action adopting a new fee or charge, or increasing an existing fee or charge to be charged to a development project which includes the filing, accepting, reviewing, approving, or issuing of an application, permit or entitlement to use, shall be enacted in accordance with the notice and public hearing procedure specified in Section 66016 of the California Government Code and shall be effective no sooner than 60 days following the final action on the adoption of the fee, or charge, or increase in the fee or charge.

The public hearing notice requirements of Government Code Section 6062a have been satisfied and public hearing requirements of Government Code Section 66018, for fee revisions will be satisfied by this action.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed fee revisions are statutorily exempt from the provisions of the CEQA Guidelines and pursuant to Public Resources Code Section 21080(b)(8), upon your Board's finding that such fees are necessary to meet operating expenses, including employee salaries and benefits and/or necessary supply, equipment, and material cost.

## <u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

The approval of the recommended actions will allow the DRP to provide services in a timely and efficient manner.

The Honorable Board of Supervisors October 24, 2023 Page 4

# **CONCLUSION**

information, further Karen Chin at (213) please contact 974-6489 or Kchin@planning.lacounty.gov or Carmen Sainz at (213)893-2238 or Csainz@planning.lacounty.gov.

Respectfully submitted,

AMY J. BODEK, AICP Director of Regional Planning

AJB:JH:KC:CS:LFS

#### Attachments:

- 1. Attachment A Fee Ordinance FY 2023-24
- 2. Attachment B Fee Schedule FY 2023-24
- 3. Attachment C Regional Planning Fees FY 2023-24
- 4. Attachment D Fee Comparison FY 2023-24

c: Executive Office, Board of Supervisors
Assessor Office
Chief Executive Office
County Counsel
Public Works

S\_IFS\_10\_24\_2023\_BL\_AMENDING TITLES 12, 21 AND 22 RELATING TO FEE REVISIONS

# **ANALYSIS**

This ordinance amends the Los Angeles County Code, Title 12, Title 22 – Planning and Zoning and Title 21 – Subdivisions, revising the fees for applications and petitions to be filed with the Department of Regional Planning.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 12.04.020 is hereby amended to read as follows:

12.04.020 Processing Fees.\*

. . .

A. For the purpose of defraying the expenses involved in connection with the review and processing of environmental documents, the following fees and deposits shall apply:

. . .

- 3. Environmental Assessments Initial Studies.
  - a. The applicant shall pay the following fees as indicated:
    - (1) An environmental assessment <u>fee in the amount shown on</u>

      <u>the Fee Schedule</u> \$419.00 to the Department of Regional Planning;
    - (3) An initial study for which a negative declaration is required, a subsequent fee shall be submitted, in the amount shown on the Fee Schedule \$4,403.00 to the Department of Regional Planning.
  - Any interested party, dissatisfied with the staff determination made on an initial study, may file an application to appeal with the Department of Regional Planning Environmental Review
     Committee. Said appeal application shall be accompanied by a

review fee in the amount of \$6,845.00 shown on the Fee Schedule to the Department of Regional Planning.

. . .

**SECTION 2.** Section 21.56.020 is hereby amended to read as follows:

21.56.020 Fees.\*

. . .

- A. Fee for Appeals to the Board of Supervisors.
  - 1. Processing Fee for Applicant Appeal of Decision. Upon filing of an appeal with the Board of Supervisors, the appellant shall pay a processing fee in an amount determined by the Executive Officer-Clerk of the Board to be ample to cover the cost of a hearing to be held by the Board. The appellant shall also pay a processing fee in the amount of \$8099.00 as shown on the Fee Schedule to be applied to the Department of Regional Planning to cover the costs of the appeal. The provisions of this subsection shall not apply to an appeal deemed to be filed pursuant to subsection C of Section 21.56.010. Notwithstanding the provisions of subsection A of Section 22.60.230 of Title 22, when an appeal of a decision made under this Title 21 is filed with an appeal of any permit or other entitlement concurrently acted upon under Title 22 which concerns, in whole or in part, the same tentative map, parcel map, or request for waiver, only the fee set forth in this section must be paid for all such appeals.

- 2. Processing Fee for Applicant Appeal of Condition(s). If the appellant files an appeal of no more than a total of two conditions of the approved tentative map, parcel map, or request for waiver or other entitlement concurrently acted upon under Title 22, which concerns, in whole or in part, the same approved map, in any combination, the appellant shall pay a processing fee in an amount determined by the Executive Officer-Clerk of the Board to be ample to cover the cost of a hearing to be held by the Board. The appellant shall also pay a processing fee in the amount of \$1,052.00 as shown on the Fee Schedule to be applied to the Department of Regional Planning to cover the costs of the appeal.
- 3. Processing Fee for Non-applicants. If the appellant is not the applicant or subdivider, or any representative thereof, of an approved map or waiver or associated entitlement, the appellant shall pay a processing fee in an amount determined by the Executive Officer-Clerk of the Board to be ample to cover the cost of a hearing to be held by the Board. The appellant shall also pay a processing fee in the amount of \$1,052.00 as shown on the Fee Schedule to be applied to the Department of Regional Planning to cover the costs of the appeal.
- B. Fee for Appeals to the Regional Planning Commission.
  - 1. Processing Fee for Applicant Appeal of Decision. Upon filing an appeal with the Commission, the appellant shall pay a processing fee in the amount of \$7,395.00 as shown on the Fee Schedule to be applied in its entirety to the Department of Regional Planning.

- 2. Processing Fee for Applicant Appeal of Condition(s). If the appellant files an appeal of no more than a total of two conditions on the approved tentative map, parcel map, or request for waiver or other entitlement concurrently acted upon under Title 22, which concerns, in whole or in part, the same approved map, in any combination, the appellant shall pay a processing fee in the amount of \$916.00 as shown on the Fee Schedule, to be applied in its entirety to the Department of Regional Planning.
- 3. Processing Fee for Non-applicants. If the appellant is not the applicant or subdivider, or any representative thereof, of an approved map or waiver or associated entitlement, the appellant shall pay a processing fee in the amount of \$916.00 as shown on the Fee Schedule, to be applied in its entirety to the Department of Regional Planning.

. .

**SECTION 3.** Section 21.62.010 is hereby amended to read as follows:

21.62.010 Tentative map filing fee.\*

. . .

C. If the applicant requests one or more extensions to the terms of approval of the tentative map, in accordance with subsection B of Section 21.40.180 of this Title 21, the applicant shall pay an additional fee of \$373.00 as shown on the Fee Schedule for each one-year time extension so requested, which fee shall be applied in its entirety to the Department of Regional Planning. However, if said time extension is requested concurrently with a time extension request for any other application, petition, or tentative

map required by this Title 21, or by Title 22 of this code, for the same or substantially the same property, only one time-extension fee shall apply.

. . .

**SECTION 4.** Section 21.62.040 is hereby amended to read as follows:

21.62.040 Minor land division map filing fee.\*

. . .

B. If the applicant requests one or more extensions to the terms of approval of the tentative map, in accordance with subsection B of Section 21.48.120 of this Title 21, the subdivider shall pay an additional fee of \$373.00 as shown on the Fee Schedule as for each one-year time extension so requested, which fee shall be applied in its entirety to the Department of Regional Planning. However, if said time extension is requested concurrently with a time extension request for any other application, petition, or tentative map required by this Title 21 or by Title 22 of this code, for the same or substantially the same property, only one time-extension fee shall apply. ...

**SECTION 5.** Section 21.62.065 is hereby amended to read as follows:

21.62.065 Bond release filing fee.\*

At the time of request for release for bonds associated with the Department of Regional Planning, the person requesting the release shall pay a fee of \$2,330.00 as shown on the Fee Schedule. The fee shall be applied in its entirety to the Department of Regional Planning.

\* Editor's note: Fee changes in this section include changes made by the director of planning due to increases in the Consumer Price Index and are effective March 1st, 2022.

. . .

**SECTION 6.** Section 21.62.070 is hereby amended to read as follows:

21.62.070 Filing fees for certificate of compliance and lot line adjustments.\*

Upon submission of a request for issuance of a certificate of compliance, other than provided in Sections 21.48.130 and 21.48.180, the applicant shall pay a processing fee of \$2,132.00 as shown on the Fee Schedule, to be applied to the Department of Regional Planning. For subsequent requests requiring the recordation of documents, including the clearance of conditions and amendments, the applicant shall pay an additional processing fee of \$588.00 as shown on the Fee Schedule, to be applied to the Department of Regional Planning. The applicant for a lot line adjustment up to two lot lines shall pay a processing fee of \$1,731.00 as shown on the Fee Schedule and a lot line adjustment for more than two lot lines shall pay a processing fee of \$2,983.00 as shown on the Fee Schedule to be applied to the Department of Regional Planning and a fee to be applied to the Fire Department in the amount specified in Title 32, Section 328 of this code with a maximum of four lots per application.

\* Editor's note: Fee changes in this section include changes made by the director of planning due to increases in the Consumer Price Index and are effective March 1st, 2022.

. . .

**SECTION 7.** Section 22.250.010 is hereby amended to read as follows:

# 22.250.010 Filing Fees and Deposits.

. . .

A. For the purpose of defraying the expense involved with any application or petition required or authorized by this Title 22, the following fees, as provided in Table 22.250.010-A, below, shall accompany the application or petition. Table 22.250.010-A may be referred to as the Filing Fee Schedule.

TABLE 22.250.010-A: FILING FEE SCHEDULE				
ABC Referral		<del>\$264</del> \$497		
Adult Business Permit		<del>\$10,886</del> \$14,399		
Animal Permit	Permit	\$1,864 \$3,186		
	Referral	<del>\$264</del> \$497		
Appeal	California Environmental Quality Act (CEQA) only	\$10,981		
	Appeal to Board of Supervisors, Applicant /Non-applicant	\$ <del>9,016</del> <u>\$10,981</u>		
	Appeal to Board of Supervisors, Applicant for one or two permit conditions	\$ <del>1,052</del>		
	Appeal to Board of Supervisors, Non-applicant	\$ <del>1,052</del>		
	Appeal to Landmarks Commission, Applicant /Non- applicant	<del>\$916</del> \$9,556		
	Appeal to Landmarks Commission, Non-applicant	<del>\$916</del>		
	Appeal to Regional Planning Commission, Applicant /Non-applicant	<del>\$7,395</del> <u>\$8,996</u>		
	Appeal to Regional Planning Commission, Applicant on one or two permit conditions	\$ <del>916</del>		
	Appeal to Regional Planning Commission, Non-applicant	<del>\$916</del>		
Aviation Case, Minor	Case	<del>\$1,864</del> <u>\$3,186</u>		
	Appeal to Airport Land Use Commission	\$ <del>10,708</del> \$ <u>14,121</u>		
Business License Referral		<del>\$455</del> <u>\$497</u>		

Case Intake		\$249
Cemetery Permit		\$10,886 \$14,399
Certificate of	Administrative Application	\$518 \$2,050
Appropriateness	Fee Certificate	
	Certificate Application Fee (public hearing)	\$ <del>1,104</del> \$4,374
Certificate of Compliance	Certificate of Compliance	\$2,899
	Subsequent requests	\$1,214
	requiring recordation of	<b>+</b> ·, <b>-</b> ·
	documents (including	
	Clearance of Conditions)	
Certificate of Economic Hardship Application		<del>\$1,104</del> <u>\$4,374</u>
Clean Hands Waiver	Waiver	<del>\$772</del> \$1,548
Olean Hands Walver	Time Extension	\$665
	Fire Department referral	See Section 328 in Title 32
	File Departificit referral	(Fire)
Coastal Development Permit	Permit	<del>\$1,945</del> <u>\$2,041</u>
(Marina del Rey and Santa	Permit, with public hearing	<del>\$14,567</del> <u>\$15,285</u>
Catalina Island Coastal	Concurrent filing, with public	<del>\$9,824</del> - <u>\$10,308</u>
Zones)	hearing	
	Amendment to Permit	<del>\$1,35</del> 4 <u>\$1,421</u>
	Amendment to Permit, with	<del>\$10,886</del> -\$11,422
	public hearing	
Conditional Use Permit	Permit (except as otherwise specified)	\$10,886 <u>\$14,399</u>
	Concurrent filing	<del>\$10,287</del> \$10,794
	Child Care Facilities	<del>\$3,766</del> \$3,952
	Child Care Facilities, for a nonprofit organization with annual operating budget of	<del>\$1,883</del> - <u>\$1,976</u>
	under \$500,000.00	
	Fire Department referral	See Section 328 in Title 32 (Fire)
	Land Reclamation Projects, new or expanded	<del>\$10,886</del> - <u>\$14,399</u>
	Land Reclamation Projects, concurrent filing	\$10,287 <u>\$10,794</u>
	Land Reclamation Projects,	<del>\$10,886</del> \$14,399
	for each additional 20 million	
	cubic yard capacity in excess	
	of the first 20 million cubic	
	<u>yards</u>	
	Landfill Waste Management	\$5,000 minimum initial deposit
	Modification or Elimination of Conditions	\$8,771 <u>\$10,095</u>
	Modification or Elimination of Conditions, for a nonprofit	<del>\$1,169</del> <u>\$1,227</u>

	organization with annual	
	operating budget of under	
	\$500,000.00	
	Parks and Recreation	<del>\$622</del> <u>\$653</u>
	referral, review	
	Parks and Recreation	<del>\$353</del> - <u>7\$370</u>
	referral, each revision	
	Public Health referral, noise	<del>\$1,210</del> - <u>\$1,270</u>
	review	
	Public Health referral, project	<del>\$740</del> -\$776
	includes either a private	· <u></u>
	sewage system or private	
	water system	
	Public Health referral, public	<del>\$220</del> \$231
	water and public sewers	1 + <del>4</del>
	available to the project	
	Significant Ecological Areas,	<del>\$21,027</del> <u>\$23,142</u>
	development within	<del>ΨΖ1,0ΖΓ</del> <u>ΨΖΟ,14</u> Ζ
	Significant Ecological Areas,	<del>\$23,810</del> <b>\$24,983</b>
	development within Santa	<del>4_0,0.0 <u>421,000</u></del>
	Catalina Island and Santa	
	Monica Mountains North	
	Area only	
	Significant Ecological Areas,	<del>\$11,514</del> \$12,081
	development within Santa	$\frac{\psi + 1, \psi + \psi + 2, \psi + 1}{\psi + 2, \psi + 1}$
	Catalina Island and Santa	
	Monica Mountains North	
	Area only for construction	
	projects up to 3,500 square	
	feet of total new building	
	areas and no land division	#44.544.#44.000
	Subdivision Directional	<del>\$11,514</del> <u>\$14,399</u>
	Signs, for each sign,	
	provided however that where	
	two or more message faces	
	on the same sign structure	
	relate to the same	
	subdivision development,	
	only one fee shall apply	
	Time extension, for one filing	<del>\$1,439</del> <u>\$1,913</u>
	or with concurrent filings for	
	the same property	
	Development Agreement	\$3,000
		minimum initial deposit
County Biologist Review	Biological review	<del>\$447</del> <u>\$469</u>
	Site visit	<del>\$298</del>
DMV Verification Referral		<del>\$455</del> <del>\$497</del>
eRecordation Fee	Recording of documents	\$303
Environmental Review Board	Single-family residence	<del>\$4,436</del> - <u>\$4,655</u>
Dodia	angle family recidented	<sub>1</sub> φ ., .ου <u>φ .,ουυ</u>

		<u> </u>
	Concurrent case other than a	<del>\$10,039</del> <u>\$10,534</u>
	single-family residence, in	
	addition to any other	
	concurrent filing fees	
	Development other than	<del>\$6,374</del> <u>\$6,688</u>
	single-family residence	
Explosive Storage Permit		<del>\$10,886</del> <u>\$14,399</u>
Highway Realignment,		<del>\$6,508</del> <u>\$7,465</u>
Review and Recordation		
Historic District Nomination	<u>Application</u>	<del>\$10,591</del> <u>\$13,083</u>
Housing Permit <del>,</del>	Administrative	<del>\$1,280</del> <u>\$3,437</u>
Administrative	Discretionary	<del>\$4,432</del> \$4,906
Housing Permit,	Discretionary	\$4,432
Discretionary	,	, ,
Inspection	Site Plan Review Plan Check	\$426
	(Post approval)	-
Interim Management <del>Plan</del>		<del>\$1,864</del> \$3,186
Permit for Surface Mines		ψ1,001 <u>ψ0,100</u>
Landmark Nomination	With owner's consent,	<del>\$1,392</del> <u>\$5,511</u>
Landina K (Volumation	application fee	ψ1,002 <u>ψ0,011</u>
	Without owner's consent,	<del>\$4,636</del> \$4,864
	appeal	ψ 1,000 ψ 1,00 1
Lot Line Adjustment	(1-2 lot lines)	<del>\$1,731</del> \$5,992
Lot Line / tajastmont	(3-4 lot lines)	\$2,983 \$6,549
Mills Act Program	Contract Application Fee	\$1,240 \$1,488
Willis Act i Togram	Contract Execution	\$684 \$633
		\$1,772
	Contract Exception Fee	
	Exemption from Disqualification 22.168.090	\$1,170 \$,1801
Minor Conditional Use Permit		¢1 964 ¢2 196
Minor Conditional Use Permit	Residential, maximum 10 lots	<del>\$1,864</del> <u>\$3,186</u>
	per application	Φ4 0C4 Φ2 40C
	Commercial or industrial	\$1,864 <u>\$3,186</u>
	Protected Tree Permit	<del>\$1,864</del> <u>\$3,186</u>
	Restoration Permit	<del>\$1,864</del> <u>\$3,186</u>
Minor Parking Deviation		<del>\$1,656</del> <u>\$2,263</u>
Mobilehome Park Impact	For each impact report filed	<del>\$7,743</del> <u>\$8,124</u>
Report	pursuant to Section 8.57.300	
	in Title 8 (Consumer	
	Protection, Business and	
	Wage Regulations) of the	
	County Code	
Modification of Development	Without public hearing	<del>\$1,864</del> <u>\$3,186</u>
Standards in Community	With public hearing	<del>\$14,614</del> <u>\$15,334</u>
Standards District		
Nonconforming Use and		<del>\$10,886</del> <u>\$14,399</u>
Structure Review		
Oak Tree Permit	Without public hearing	<del>\$1,354</del> <u>\$1,726</u>
	With public hearing	\$12,240 \$14,399

Oil Well	Oil Well Permit	\$1,357
One-Stop Pre-Application	Fee will be applied to	<del>\$416</del> <u>\$950</u>
Counseling	projects filed within one year	
	of the one-stop counseling	
Parking Permit		<del>\$10,886</del> <u>\$14,399</u>
Plan Amendment Request		\$3,000 minimum initial
		deposit
Rebuild Letter—Small		<del>\$125</del> <u>\$517</u>
Additions		
Public Rehearing fee	Fee may be charged when a	<del>\$1,250</del> <u>\$2,662</u>
	case is rescheduled for	
	public hearing after being	
	taken off the agenda as a	
	result of the applicant's	
	request or non-compliance	
	with applicable requirements.	
	However, if said rehearing is	
	scheduled concurrently with	
	the rehearing of any other	
	application or petition required by this Title 22, for	
	the same or substantially the	
	same property, only one	
	rehearing fee shall apply	
Revised Exhibit "A"	(Residential, maximum 10	<del>\$1,815</del> <u>\$2,105</u>
TOVISCO EXTIBIT 7	lots per application;	Ψ1,010 <u>Ψ2,100</u>
	commercial, industrial)	
	Commercial or industrial	<del>\$1,815</del>
	Fire Department referral	See Section 328 in Title 32
		(Fire)
Shared Water Well		<del>\$1,820</del> <u>\$3,186</u>
Significant Ecological Areas		<del>\$416</del>
Significant Ecological Areas	Ministerial, SEA Review	\$1,313
Technical Advisory	Protected Tree Permit	<del>\$1,956</del> \$3,186
Committee Review (SEATAC	Significant Ecological Areas	<del>\$2,783</del> \$3,618
Review)	Technical Advisory	
	Committee Review	
	(SEATAC)	
	Counseling	<del>\$416</del> <u>\$453</u>
Site Plan Review, Ministerial	Fire Department referral	See Section 328 in Title 32
	<u>-</u>	(Fire)
Γ	Parks and Recreation referral	\$274
Γ	Time extension	<del>\$328</del> <u>\$497</u>
Ī	Amendment	<del>\$628</del> <u>\$770</u>
	Coastal Areas, Approval in	\$1,525-\$1,600
	Concept	
Į	Coastal Areas, Approval in	<del>\$628</del> - <u>\$659</u>
į l		·
	Concept Amendment	

г	01.11	#050 #005
	Child care facility, for a	<del>\$253</del> <u>\$265</u>
	nonprofit organization with	
	annual operating budget	
	under \$500,000.00	**************************************
	Existing commercial or	<del>\$977</del> <u>\$1,336</u>
	industrial site, less than	
	5,000 square feet of gross	
	floor area or 3 or fewer units	
	Existing commercial or	<del>\$1,259</del> <u>\$1,562</u>
	industrial site, at least 5,000	
	square feet of gross floor	
<u> </u>	area or more than 3 units	
<u> </u>	County Projects	<u>\$2,242</u>
L	Master Sign Program	
	New commercial or industrial	<del>\$977</del> <u>\$1,336</u>
	site, less than 5,000 square	
	feet of gross floor area	
Γ	New commercial or industrial	<del>\$1,722</del> <u>\$2,242</u>
	site, at least 5,000 square	
	feet of gross floor area	
Γ	On-site business sign plan	<del>\$1,060</del> <u>\$2,242</u>
	(not a master sign program)	· , — ———
T	On-site business sign plan,	<del>\$685</del> \$770
	for a nonprofit organization	
	with annual operating budget	
	under \$500,000.00	
	Residential (where no other	<del>\$977</del> \$1,357
	site plan review is applicable)	·
	Residential, hillside areas	\$1,25 <del>9</del>
	Special Districts, including	<del>\$1,193</del> \$1,810
	CSD, ESHA, SERA, HMA,	ψ1,100 <u>ψ1,010</u>
	etc.	
Special Events Permit	Without public hearing	<del>\$253</del> \$1,21 <u>9</u>
	With public hearing	\$4,061 \$2,640
Specific Plan	THE Public Healing	\$3,000 minimum initial
Opcomo i iari		deposit
Specific Plan Substantial		\$3,814 \$5,204
Conformance Review	<b>y</b>	<del>ψο,ο ι τ</del> <u>ψο,<b>∠</b>υ τ</u>
Surface Mining Permit and/or		\$5,000 minimum initial
Reclamation Plan		deposit
	Tentative Man Major	
<u>Time Extension</u>	Tentative Map, Major	<u>\$1,312</u>
LEGA Dele	Tentative Map, Minor	Φ0.000
<u>Utility Pole</u>	(maximum 4 poles)	\$3,289
Variance	Application	\$10,886 \$14,399
	Time extension	<del>\$1,439</del> <u>\$1,913</u>
Yard Modification	Including Reasonable	<del>\$1,656</del> <u>\$3,215</u>
	Accommodation	
Manual Carla Danasi C. C		\$203
Yard Sale Registration Zone Change	Application	\$16, <del>217</del> \$20,625

	Fire Department referral	See Section 328 in Title 32 (Fire)
Zoning Enforcement Order	(Non-compliance)	<u>\$1,548</u>
	(Non-compliance) < 15 days after date of Service of Second Notice	\$3,870
Zoning Conformance Review, Ministerial		<del>\$596</del> <u>\$770</u>
Zoning Verification Letter		<del>\$183</del> <u>\$497</u>

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**SECTION 7.** Section 22.250.030 is hereby added to read as follows:

22.250.030 Technology Surcharge Fee. A technology fee shall be added to all fees in the fee schedule after all of the fees associated with a permit have been totaled, as provided in Table 22.250.010-A, above. The fee has been deemed necessary for the County to upgrade technology, maintain software programs and to support technology upgrades to provide more efficient planning services.

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**SECTION 9.** Section 22.250.040 is hereby added to read as follows:

<u>recordings directly with the Los Angeles County Registrar Recorder's Office as</u>

<u>requested by applicant, agent, and/or property owner as an added planning service to</u>

members of the public, as provided in Table 22.250.010-A, above.

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**SECTION 10.** Section 22.250.050 is hereby added to read as follows:

<u>22.250.050</u> Yard Sale Registration Fee. A fee shall be added for processing all yard sale registrations, as provided in Table 22.250.010-A, above.

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**SECTION 11.** Section 22.250.060 is hereby added to read as follows:

<u>22.250.060</u> Oil Well Permit Fee. A fee, as provided in Table 22.250.010-A, above, shall be added for all oil well permits.

. . .

Revised 8/30/23

Fee	Existing	New	Current Fee As of March 1, 2023	Proposed Fee
ABC Referral	Χ		277	
Animal Permit Referral	Χ		277	
Business License Referral	Χ		477	
DMV Verification Referral	Χ		477	497
Rebuild Letter	Χ		131	
Time Extension - Site Plan Review	Χ		344	
Zoning Verification Letter	Χ		192	
Adult Business Permit	Χ		11,422	
Cemetery Permit	Χ		11,422	
Conditional Use Permit	Χ		11,422	
Conditional Use Permit - Land Reclamation Project	Χ		11,422	
Conditional Use Permit - Subdivision Directional Signs (each sign)	Χ		11,422	
Explosive Storage Permit	Χ		11,422	14,399
Nonconforming Review (NCR) - Non-Conforming Uses, Buildings and Structures (Title 22)	Х		11,422	
Oak Tree Permit with Public Hearing	Χ		12,844	1
Parking Permit	Χ		11,422	
Variance	Χ		11,422	1
Animal Permit (with Public Hearing)	Χ		1,956	
Interim Management Permit for Surface Mining	Х		1,956	
Minor - Aviation Case	Χ		1,956	
Minor - Conditional Use Permit	Χ		1,956	0.400
Modification of Development Standards in CSD's without Public Hearing	Χ		1,956	3,186
Significant Ecological Area (SEA), Protected Tree Permit	Χ		1,956	
Restoration Permit	Χ		1,956	
Shared Water Wells (SWW)	Χ		1,910	
Appeal to DRP Environmental Review Committee (ERC)	Χ		6,845	8,212
Appeal to Airport Land Use Commission	Χ		11,235	
Appeal to the Board of Supervisors (Applicants/Non-applicants)	Χ		9,460	40.004
Appeals for California Environmental Quality Act (CEQA) Only		Х		10,981
Appeal to Regional Planning Commission (Applicant/Non-Applicant)	Χ		7,759	8,996
Appeal to Landmarks Commission (Applicant/Non-Applicant)	Χ		961	9,556
Case Intake		Χ		249
Certificate of Appropriateness, Application Fee, Administrative	Χ		544	2,050
Certificate of Appropriateness, Application Fee (with Public Hearing)	Χ		1,158	
Certificate of Economic Hardship Application	Χ		1,158	4.3/4
Certificate of Compliance	Χ		2,237	2,899
Certificate of Compliance - Subsequent Requests Requiring Recordation of Documents (including Clearance of Conditions)	Х		617	
Clean Hands Waiver	Х		810	1,548
Counseling - Pre-Application	X		436	,
Counseling - Significant Ecological Areas (SEA)	X		436	
CUP - Modification/Elimination of Conditions	X		9,203	
CUP - Significant Ecological Areas (SEA)	X		22,063	·
eRecordation Fee		Х	22,003	303
Highway Realignment Fee (Review and Recordation)	Х		6,829	
ringinway redingriment recent total transfer and recordation)	X		11,113	

Housing Permit - Administrative	X		1,343	3,437
Housing Permit - Discretionary	Х		4,650	4,906
Initial Environmental Assessments	V		440	<b>-</b> 4.4
(Initial Studies Review, Categorical Exemptions)	X		419	544
Inspection - Conditional Use Permit (CUP)		Х		406
Inspection - Site Plan Review (SPR) Plan Check (Post Approval)		Х		426
Landmark Nomination, Application Fee	Х		1,461	5,511
Lot Line Adjustment (1-2 lot lines)	Х		1,816	5,992
Lot Line Adjustment (3-4 lot lines)	Х		3,130	6,549
Mills Act Program - Contract Application	Х		1,301	1,488
Mills Act Program - Contract Execution	Х		718	633
Mills Act Program - Contract Exception Fee		Х		1,772
Ministerial - Significant Ecological Areas (SEA) Review		Х		1,313
Ministerial Site Plan Review - Existing Commercial/Industrial (less than 5,000 sq. ft. of gross floor area or maximum 3 units)	Х		1,025	1,336
Ministerial Site Plan Review - Existing Commercial/Industrial (5000 sq. ft. or more of gross floor area or more than 3 units)	Х		1,321	1,562
Ministerial Site Plan Review - County Projects		Х		
Ministerial Site Plan Review - Master Sign Program		X		
Ministerial Site Plan Review - On-site Business Sign	Х		1,112	2,242
Ministerial Site Plan Review - New Commercial/Industrial			·	,
(5000 sq. ft or more of gross floor area)	Х		1,807	
Ministerial Site Plan Review - New Commercial/Industrial (less than 5000 sq. ft. of gross floor area)	Х		1,025	1,336
Ministerial Site Plan Review - Special Districts including CSD's, ESHA, SERA, Hillside, etc.	X		1,252	1,810
Ministerial Site Plan Review, Residential (where no other Site Plan Review fee is applicable)	Х		1,025	1,357
Minor Parking Deviation			1,738	2,263
Oil Well Permit		Х		1,357
Public Rehearing Fee	Х		1,312	2,662
Revised Exhibit A	Х		1,904	2,105
Significant Ecological Areas Technical Advisory Committee (SEATAC) Review	Х		2,920	3,618
Site Visit - Biologist		Х		362
Site Plan Review - Amendment	Х		659	
Site Plan Review, Ministerial Business Sign (nonprofit)	Х		719	770
Zoning Conformance Review	Х		625	
Site Plan Review - Oak Tree Permit without Public Hearing	Х		1,421	1,726
Special Event Permit (with Public Hearing)	Х		4,261	2,640
Special Event Permit (without Public Hearing)	Х		265	1,219
Specific Plan Substantial Conformance Review	X		4,002	5,204
Time Extension - Clean Hands Waiver		Х	,	665
Time Extension - Conditional Use Permit (CUP)	Х		1,510	
Time Extension - Variances	X	<del>                                     </del>	1,510	1,913
Time Extension - Tentative Map - Major and Minor		<del>                                     </del>	391	1,312
Utility Pole		Х		3,289
Yard Modification	Х	<del>                                     </del>	1,738	
Reasonable Accommodation	X		.,. 00	3,215
Yard Sale Registration		Х	+	203
Zone Change	Х	<del>                                     </del>	17,016	20,625
Zoning Enforcement Order (Non-Compliance)	X	<del>                                     </del>	933	1,548

Zoning Enforcement Order (Non-Compliance)			
Penalty for nonpayment if fee is not paid 15 Days After Date of	X	3,266	3,870
Service of Second Notice			



# COUNTY OF LOS ANGELES DEPARTMENT OF AUDITOR-CONTROLLER

#### **ACCOUNTING DIVISION**

KENNETH HAHN HALL OF ADMINISTRATION 500 WEST TEMPLE STREET, ROOM 603 LOS ANGELES, CALIFORNIA 90012-3682

ASSISTANT AUDITOR-CONTROLLERS

MAJIDA ADNAN ROBERT G. CAMPBELL CONNIE YEE

August 17, 2023

TO: Joseph Horvath, Administrative Deputy

Department of Regional Planning

FROM: Rachelle Anema Rachelle

Division Chief Anema

Digitally signed by Rachelle Anema Date: 2023.08.17 12:26:25 -07'00'

SUBJECT: REGIONAL PLANNING FEES - FISCAL YEAR 2023-24

As requested, we reviewed your calculations used to determine the Fiscal Year 2023-24 cost of various fees. Upon our review, the fees shown on the attachment appear reasonable.

If you have any questions, please contact Katherine Bomgardner at kbomgardner@auditor.lacounty.gov or at (213) 893-0972.

RA:RC:KB:mkl

Attachment

Fee	Proposed Fee
Alcoholic Beverage Control Referral	
Animal Permit Referral	
Business License Referral	
DMV Verification Referral	\$ 497
Rebuild Letter	
Time Extension - Site Plan Review	
Zoning Verification Letter	
Adult Business Permit	
Cemetery Permit	
Conditional Use Permit	
Conditional Use Permit - Land Reclamation Project	
Conditional Use Permit - Subdivision Directional Signs (each sign)	
Explosive Storage Permit	14,399
Nonconforming Review (NCR) -	
Non-Conforming Uses, Buildings and Structures (Title 22)	
Oak Tree Permit with Public Hearing	
Parking Permit	
Variance	
Animal Permit (with Public Hearing)	
Interim Management Permit for Surface Mining	
Minor - Aviation Case	
Minor - Conditional Use Permit	
Modification of Development Standards in Community Standards Districts without Public Hearing	3,186
Significant Ecological Area (SEA), Protected Tree Permit	
Restoration Permit	
Shared Water Wells (SWW)	
Appeal to DRP Environmental Review Committee (ERC)	8,212
Appeal to Airport Land Use Commission	14,121
Appeal to the Board of Supervisors (Applicants/Non-applicants)	40.004
Appeals for California Environmental Quality Act (CEQA) Only	10,981

Fee	Proposed Fee
Appeal to Regional Planning Commission (Applicant/Non-Applicant)	\$ 8,996
Appeal to Landmarks Commission (Applicant/Non-Applicant)	9,556
Case Intake	249
Certificate of Appropriateness, Application Fee, Administrative	2,050
Certificate of Appropriateness, Application Fee (with Public Hearing)	4,374
Certificate of Economic Hardship Application	4,374
Certificate of Compliance	2,899
Certificate of Compliance - Subsequent Requests Requiring Recordation of Documents (including Clearance of Conditions)	1,214
Clean Hands Waiver	1,548
Counseling - Pre-Application	950
Counseling - Significant Ecological Areas (SEA)	453
CUP - Modification/Elimination of Conditions	10,095
CUP - Significant Ecological Areas (SEA)	23,142
eRecordation Fee	303
Highway Realignment Fee (Review and Recordation)	7,465
Historic District Nomination Application	13,083
Housing Permit - Administrative	3,437
Housing Permit - Discretionary	4,906
Initial Environmental Assessments (Initial Studies Review, Categorical Exemptions)	544
Inspection - Conditional Use Permit (CUP)	426
Inspection - Site Plan Review (SPR) Plan Check (Post Approval)	
Landmark Nomination, Application Fee	5,511
Lot Line Adjustment (1-2 lot lines)	5,992
Lot Line Adjustment (3-4 lot lines)	6,549
Mills Act Program - Contract Application	1,488
Mills Act Program - Contract Execution	633
Mills Act Program - Contract Exception Fee	1,772
Ministerial - Significant Ecological Areas (SEA) Review	1,313

Fee	- 1	posed Fee
Ministerial Site Plan Review - Existing Commercial/Industrial (less than 5,000 sq. ft. of gross floor area or maximum 3 units)	\$	1,336
Ministerial Site Plan Review - Existing Commercial/Industrial (5000 sq. ft. or more of gross floor area or more than 3 units)		1,562
Ministerial Site Plan Review - County Projects		
Ministerial Site Plan Review - Master Sign Program		
Ministerial Site Plan Review - On-site Business Sign		2,242
Ministerial Site Plan Review - New Commercial/Industrial (5000 sq. ft or more of gross floor area)		
Ministerial Site Plan Review - New Commercial/Industrial (less than 5000 sq. ft. of gross floor area)		1,336
Ministerial Site Plan Review - Special Districts including CSD's, ESHA, SERA, Hillside, etc.		1,810
Ministerial Site Plan Review, Residential (where no other Site Plan Review is applicable)		1,357
Minor Parking Deviation		2,263
Oil Well Permit		1,357
Public Rehearing Fee		2,662
Revised Exhibit A		2,105
Significant Ecological Areas Technical Advisory Committee (SEATAC) Review		3,618
Site Visit - Biologist		362
Site Plan Review - Amendment		
Site Plan Review, Ministerial Business Sign (nonprofit)		770
Zoning Conformance Review		
Site Plan Review - Oak Tree Permit without Public Hearing		1,726
Special Event Permit (with Public Hearing)		2,640
Special Event Permit (without Public Hearing)		1,219
Specific Plan Substantial Conformance Review		5,204
Time Extension - Clean Hands Waiver		665
Time Extension - Conditional Use Permit (CUP) Time Extension - Variances		1,913

Fee	Proposed Fee
Time Extension - Tentative Map - Major and Minor	\$ 1,312
Utility Pole	3,289
Yard Modification	3,215
Reasonable Accommodation	3,213
Yard Sale Registration	203
Zone Change	20,625
Zoning Enforcement Order (Non-Compliance)	1,548
Zoning Enforcement Order (Non-Compliance) Penalty for nonpayment if fee is not paid 15 Days After Date of Service of Second Notice	3,870

# DEPARTMENT OF REGIONAL PLANNING FY 2023-24 FEE COMPARISON

Fee Name	A-C Approved Fees	City of Long Beach	City of LA	City of Pasadena	City of Santa Clarita	Kern County	Riverside County	Orange County	County of San Diego
ABC Referral Animal Permit Referral	497								
Business License Referral		\$ 27				\$ 135			
DMV Verification Referral						\$ 85			
Rebuild Letter				\$ 123					Time & Materials Fee
Time Extension - Site Plan Review		\$648 first request \$1,566 each subsequent	\$	555	\$ 210	\$ 70		\$ 532	
Zoning Verification Letter		\$302.40 (basic) \$923.40 (w/additional		\$ 124	\$ 134	\$ 300		Time & Materials + \$500 deposit	\$ 1,350
Adult Business Permit	14,399		\$	16,702		\$740 min.			
Cemetery Permit						4			
Conditional Use Permit		\$ 9,072	\$	25,022 \$ 5,875	\$ 7,552	\$1,400 +25/lot	\$ 9,646	Time & Materials + \$5,000	\$ 10,682
Conditional Use Permit -Land Reclamation Project									\$ 9,067
Conditional Use Permit - Subdivision Directional Signs (each sign)  Explosive Storage Permit				\$ 287					
Nonconforming Review (NCR) - Non-Conforming Uses, Buildings and							\$ 9,646		
Oak Tree Permit with Public Hearing				\$ 1,561	\$ 2,701				
Parking Permit		\$ 6,037	F.F.	13 283 \$ 5 446	6 7 7 2 1		\$ 2.625	Time & Materials +	\$ 4.015
Variance			e	÷	E		2,023	\$5,000 deposit	
Amended Exhibit Map	2,000								
Animal Permit (with Public Hearing),									
Interim Mgmt for Surface Mining, Minor CUP - Surface Mining Permit (Title 22)			<b>&amp;</b> 3,	3,506			\$3658.74 or \$9547.20		
Minor - Aviation Case									
Minor - Conditional Use Permit				\$ 2,904	\$ 2,575				\$ 5,573
Modification of Development Standards in CSD's without Public Hearing									\$ 4,193
Protected Tree Permit									
Restoration Permit									
Shared Water Wells (SWW)									
Appeal to Airport Land Use Commission	14,121								
Appeal to DRP Environmental Review Committee	8,212			50% of application	n				
Appeal to Board of Supervisors (Applicant / Non-Applicant)	10,981		\$ 15	15,811	\$ 2,927				\$ 1,000
Appeals for California Environmental Quality Act (CEQA) Only									
Appeal to Regional Planning Commission (Applicant/non-applicant)	8,996	\$ 5,205.60			\$ 3,750		\$ 983		\$ 1,000
Appeal to Landmarks Commission	9,556								
Case Intake	249								

Certificate of Appropriateness, Application Fee, Administrative	2,050	\$84.24 - \$7,635.60	<u> </u>							
Certificate of Appropriateness, Application Fee Certificate of Economic Hardship Application	4,374	\$ 1,105	\$1,693 - \$2,919	6						
Certificates of Compliance	2,899	\$ 1,846.80	) \$ 4,690	) \$ 1,709		\$ 150		\$500 Deposit	\$	2,054
Certificates of Compliance - Subsequent Requests requiring recordation of documents	1,214								↔	2,279
(including Clearance of Conditions)										
Clean Hands Waiver	1,548									
Counseling - Pre-Application	950	\$1,409.40 - \$2,521.80			\$ 1,450					
Counseling - Significant Ecological Areas (SEA)	453									
OLID Modification/Elimination of Conditions	10,095		\$ 12,846				\$ 3,882		\$	7,528
	000			application						
COR - Significant Ecological Aleas (SEA)	23,142									
e-recordation ree (Release of CovenaryAllidavit)	303									
Highway Realignment Fee (Review and Recoration)	7,465									
	13,083	consultants costs paid by	38,460 ,							
Historic District Nomination Application		City	1							
Housing Permit - Administrative	3,437									
Housing Permit - Discretionary	4,906									
Initial Environmental Assessments (Initial Studies Review, Categorical	544			\$75 + \$54	\$ 2,384				\$	4,031
	426	Off-Hours: \$324 per	r \$ 1,790							
Inspection - Conditional Use Permit (CUP)		nour, or a traction thereof per inspection	7							
		Special: \$232.20 per	r \$ 778	3				Time & Materials +		
		nour or traction therof for						\$. 50		
Inspection - Site Plan Review (SPR) Plan Check (Post Approval)		that occurs.	• •							
Landmark Nomination, Application Fee	5,511		1	\$ 4,014						
	5,992	\$ 5,454	1 \$ 2,673	3 \$ 5,195		\$ 800		Time & Materials +	\$	1,663
Lot Line Adjustment (1-2 lot lines)								-		
Lot Line Adjustment (3-4 lot lines)	6,549	\$ 5,454	2,673	5,195		\$ 800		Time & Materials + \$500	↔	1,663
Mills Act Program - Contract Application	1,488	\$237.60 Pre-Application \$2.700	n \$ 678 )	3					\$	1,379
Mills Act Program - Contract Execution	633		↔							
Mills Act Program - Contract Exception Fee	1,772									
Ministerial - Significant Ecological Areas (SEA) Review	1,313									
Ministerial Site Plan Review - Existing Commercial/Industrial (less than	1,336			\$ 1,736			\$ 510			
5000 sq. ft. of gross floor area or maximum 3 units)										
Ministerial Site Plan Review - Existing Commercial/Industrial (5000 sq. ft. of gross floor area or more than 3 units)	1,562			\$ 1,736			\$ 510			
Ministerial Site Plan Review - County Projects	2,242			\$ 803						
Ministerial Site Plan Review - Master Sign Program  Ministerial Site Plan Review - On-site Business Sign										
3			_			_				_

	hourly charges				application fee				
	3% on all permits &	2%			3% added to base	7%	4%	2%	Technology Surcharge (applied to all permits)
								3,070	Service of Second Notice
								1,348	Zoning Enforcement Order (Non-Compliance)
	ψ lo,ooo deposit			Ç		#ED, TOO NEW COILSH dehon		1 5 10	Zoning Enforcement Order (New Compliance)
\$ 11,381	Time & Materials + \$10,000 denosit	\$ 3,649	2000 min +\$25/lot \$	\$23,778 w/GPA: \$35,231		\$24,844 No New Construction	\$ 16,486	20,625	Zone Change
					\$ 21			203	Yard Sale Registration
									Request for Reasonable Accommodations
								3,215	Yard Modification
								3,289	Utility Pole
				Planning Commission Review: \$3,334					Time Extension - Tentative Map - Major and Minor
\$ 5,983		\$ 339	40	Staff Review: \$219	\$ 492	\$ 1,017	\$ 1,624.86	1,312	
934	500 \$	699 \$	\$ 400 \$	\$ 210 \$	\$ 228	\$ 555			Time Extension - Variances
							request		Time Extension - CUP
1,152	500	<del></del>		210	228	555	\$648 first request \$1,566 each subsequent	1,913	
								665	Time Extension - Clean Hands Waiver
		\$ 2,448	\$			\$ 2,556		5,204	Specific Plan Substantial Conformance Review
	\$650 or \$1500	\$ 386	45	\$ 324				1,219	Special Event Permit (without Public Hearing)
		871	\$	\$ 1,959				2,640	Special Event Permit (with Public Hearing)
								1,726	Site Plan Review - Oak Tree Permit without Public Hearing
\$ 297	\$ 500				\$ 464		\$ 923.40		Zoning Conformance Review
				\$ 953					Site Plan Review, Ministerial Business Sign
\$ 4,269		\$ 217	45					077	Site Plan Review - Amendement
								362	Site Visit - Biologist
								3,618	Significant Ecoglogical Areas Technical Advisory Committee (SEATAC) Review
								2,105	Revised Exhibit A
								2,662	Public Rehearing Fee
						\$ 56,426	\$ 1,225.80	1,357	Oil Well Permit
\$ 1,152					\$ 811			2,263	Minor - Parking Deviation
					9 units: \$1302 9 units +: \$1820		75% of Building Permit per plan check, but not less than \$113.40	1,357	Ministerial Site Plan Review, Residential (Where no other Site Plan Review is applicable)
					9 units: \$1302 9 units +: \$1820		85% of Building Permit fee per plan check, but not less than \$113.40	1,810	Ministerial Site Plan Review - Special District including CSD's, ESHA, SERA, Hillside, ETC.
		\$ 510			\$ 1,736		\$9,990.00-\$25,110.00	1,336	Ministrerial Site Review - New Commercial/Industrial (less than 5,000 sq. ft or more of gross floor area)
					\$ 2,081		\$ 7,560.00		Ministrerial Site Review - New Commercial/Industrial (5,000 sq. ft or more of gross floor area)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	☐ Board Memo	☐ Other
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CLUSTER AGENDA REVIEW DATE	9/13/2023
BOARD MEETING DATE	10/24/2023
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 <sup>st</sup> ☐ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ☑ 5 <sup>th</sup>
DEPARTMENT(S)	Department of Parks and Recreation
SUBJECT	APPROVAL OF MAXIMUM AND MINIMUM 2024 TICKET PRICE SCHEDULE FOR THE HOLLYWOOD BOWL
PROGRAM	OPERATING AGREEMENT
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes      No
SOLE SOURCE CONTRACT	☐ Yes       No
	If Yes, please explain why:
DEADLINES/	Los Angeles Philharmonic must obtain prior approval of ticket pricing prior
TIME CONSTRAINTS	to advertising their 2024 Season.
COST & FUNDING (REVENUE TO THE	Total Annual Revenue: Funding source: N/A N/A
COUNTY)	TERMS (if applicable):
PURPOSE OF REQUEST	The Department of Parks and Recreation is requesting the Board's approval for the 2024 Hollywood Bowl season maximum and minimum ticket price schedule proposed by the Los Angeles Philharmonic Association, as provided in the resolution.
BACKGROUND (include internal/external issues that may exist including any related motions)	The Los Angeles Philharmonic Association (Association) has submitted its proposed schedule for maximum and minimum ticket prices for the 2024 Hollywood Bowl season as required by the Operating Agreement between the County of Los Angeles (County) and the Association.
	In accordance with Section 50402 of the Government Code, these changes may be approved by a resolution of the Board.
	Pursuant to Section 66018 of the California Government Code, prior to adopting a new fee or approving an increase in an existing fee, a local agency shall hold a public hearing. In accordance with Section 6062a of the California Government Code, notice of the hearing shall be published. The County is in compliance with the requirements of these sections.

The Association seeks to increase ticket prices, as outlined in Attachment I, to accommodate increased production, labor, marketing, and artists' It should be noted, however, that in some instances the Association is recommending to maintain or decrease prices, and there are no increases in the lowest priced sections, including V/X for all series dates, except for Special Events. The Association has developed a price schedule that keeps tickets reasonable yet competitive with other similar venues in Los Angeles County. The Hollywood Bowl ticket increases are based on a six-tiered structure which includes Tuesday and Thursday Classical, Wednesday Jazz, Friday and Sunday Pop, Saturday Pop, Sunday KCRW Music performances, and Special Events. Over fifty percent of all Tuesday and Thursday Classical; Wednesday Jazz and Sunday KCRW concert tickets (9.175 per concert) are at proposed prices of \$42 or less; \$46 for Friday and Sunday Pops: and \$54 for Saturday Pops concerts. Over a quarter of all seats on Tuesday and Thursday Classical (4,646 per concert) remain at prices of \$18 or less. Sixteen percent of all tickets on Wednesday Jazz (2,730 per concert) remain at prices of \$17 or less. The Association will expand the traditional locations of \$1 tickets for Tuesday and Thursday Classical performances from 380 to 1,052 of the top benches of Hollywood Bowl as well as maintain the 380 bench seats for Wednesday Jazz performances. The Tuesday and Thursday Classical performances Section W seats will decrease by \$5, rather than the previous \$6 price. Of note, the LA Phil will continue to limit the number of \$1 seats per household per concert, to ensure as many people can gain access to those seats as possible. In addition, Box seat ticket prices reflect unique benefits at Hollywood Bowl and there are no other comparable outdoor venues that offer these benefits. Due to changing sales patterns, prices could vary for some concerts closer to the performance date (higher or lower), though the minimum and maximum prices within each concert category will not change. This practice is implemented by most major arts and sports organizations in the Los Angeles community. The recommended actions will not have an impact on the County's General Fund. **EQUITY INDEX OR LENS** Yes ⊠ No **WAS UTILIZED** If Yes, please explain how: SUPPORTS ONE OF THE Yes ⊠ No NINE BOARD PRIORITIES If Yes, please state which one(s) and explain how: **DEPARTMENTAL** Name, Title, Phone # & Email: CONTACTS RUBEN LOPEZ, CHIEF OF CONTRACTS AND PROCUREMENT DIVISION (626) 588-5300, rlopez@parks.lacounty.gov BRENDA TOVAR, CONTRACTS SECTION HEAD (626) 588-5272, btovar@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

October 24, 2023

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

Dear Supervisors:

APPROVAL OF MAXIMUM AND MINIMUM 2024 TICKET PRICE SCHEDULE FOR HOLLYWOOD BOWL (SUPERVISORIAL DISTRICT 5) (3 VOTES)

Request to approve revisions to the 2024 Hollywood Bowl season maximum and minimum ticket price schedule proposed by the Los Angeles Philharmonic Association. Revisions to Hollywood Bowl's ticket prices for the 2024 season are based on an annual review of prices.

#### IT IS RECOMMENDED THAT YOUR BOARD AFTER THE PUBLIC HEARING:

- 1. Find that the proposed action is exempt from the California Environmental Quality Act, for the reasons stated in this Board letter and the record.
- 2. Approve revisions to the 2024 Hollywood Bowl season maximum and minimum ticket price schedule proposed by the Los Angeles Philharmonic Association, as provided in the resolution. Instruct the Executive Officer of your Board to execute the attached resolution.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles Philharmonic Association (Association) has submitted its proposed schedule for maximum and minimum ticket prices for the 2024 Hollywood Bowl season as required by the Operating Agreement between the County of Los Angeles (County) and the Association.

The Association seeks to increase ticket prices, as outlined in Attachment I, to accommodate increased production, labor, marketing, and artists' costs. It should be noted, however, that in some instances the Association is recommending to maintain or decrease prices, and there are no increases in the lowest priced sections, including V/X for all series dates, except for Special Events. The Association has developed a price schedule that keeps tickets reasonable yet competitive with other similar venues in Los Angeles County.

The Hollywood Bowl ticket increases are based on a six-tiered structure which includes Tuesday and Thursday Classical, Wednesday Jazz, Friday and Sunday Pop, Saturday Pop, Sunday KCRW Music performances, and Special Events. Over fifty percent of all Tuesday and Thursday Classical; Wednesday Jazz and Sunday KCRW concert tickets (9,175 per concert) are at proposed prices of \$42 or less; \$46 for Friday and Sunday Pops; and \$54 for Saturday Pops concerts. Over a quarter of all seats on Tuesday and Thursday Classical (4,646 per concert) remain at prices of \$18 or less. Sixteen percent of all tickets on Wednesday Jazz (2,730 per concert) remain at prices of \$17 or less.

The Association will expand the traditional locations of \$1 tickets for Tuesday and Thursday Classical performances from 380 to 1,052 of the top benches of Hollywood Bowl as well as maintain the 380 bench seats for Wednesday Jazz performances. The Tuesday and Thursday Classical performances Section W seats will decrease by \$5, will become \$1 in price. Of note, the Association will continue to limit the number of \$1 seats per household per concert and will develop and implement a plan to market and advertise the low-cost tickets to high need communities within the County to ensure as many people can gain access to those seats as possible. In addition, Box seat ticket prices reflect unique benefits at Hollywood Bowl and there are no other comparable outdoor venues that offer these benefits. These prices reflect a range of minimum and maximum prices and may vary for some concerts closer to the performance date (higher or lower), though the minimum and maximum prices within each concert category will not change. This practice is implemented by most major arts and sports organizations in the Los Angeles community.

The Association has submitted the following 2024 season fee increases for your Board's consideration.

# **Tuesday and Thursday Classical Nights:**

There is a \$5 price decrease (from \$6 to \$1) proposed for bench section W (672 seats per concert). No price increases proposed for bench sections V and X (380 seats per concert). A \$1 price increase is proposed for bench sections F and K (from \$38 to \$39), bench sections M and N (from \$35 to \$36), bench sections L and P (from \$23 to \$24), bench sections R, S and T (from \$17 to \$18), and bench sections Q and U (from \$12 to \$13) (10,424 seats per concert). A \$3 increase is proposed for Superseats and Ramps (from \$63 to \$66), and bench sections D, E, G2 and J2 (from \$53 to \$56), (2,853 seats per concert). A \$7 increase (from \$\$113 to \$120) is proposed for Terrace and Side Boxes (1,632 seats per concert). An \$8 increase (from \$\$134 to \$142) is proposed for Garden boxes (1,291 seats per concert). A \$10 increase (from \$176 to \$186) is

proposed for Pool Circle boxes (164 seats per concert). Combined, these price changes result in a 4.7% change in overall prices for these concerts.

## **Wednesday Jazz Nights:**

There are no price increases proposed for bench sections W, V and X (1,052 seats per concert). A \$1 increase is proposed for bench sections R, S, T (from \$25 to \$26) and sections Q and U (from \$16 to \$17) (3,594 seats per concert). A \$2 increase (from \$31 to \$33) is proposed for bench sections L and P and (from \$40 to \$42) for sections M and, N, (4,529 seats per concert). A \$3 increase (from \$42 to \$45) is proposed for bench sections F and K (2,301 seats per concert). A \$4 increase (from \$56 to \$60) is proposed for bench sections D, E, G2, and J2 (1,792 seats per concert). A \$5 increase (from \$68 to \$73) is proposed for Superseats and Ramps (1,061 seats per concert). A \$10 (from \$122 to \$132) increase is proposed for Terrace and Side boxes (1,632 seats per concert). An \$11 increase (from \$143 to \$154) is proposed for Garden boxes (1,291 seats per concert). A \$15 increase (from \$184 to \$199) is proposed for Pool Circle boxes (164 seats per concert). Combined, these price changes result in a 7% change in overall prices for these concerts.

# **Sunday KCRW Nights:**

There are no price increases proposed for bench sections W, V and X (1,052 seats per concert). A \$1 price increase (from \$26 to \$27) proposed for bench sections Q and U (1,678 seats per concert). A \$2 increase (from \$35 to \$37) is proposed for bench sections L and P; for sections M and N (from \$40 to \$42) and sections R, S and T (from \$29 to \$31) (6,445 seats per concert). A \$3 increase (from \$47 to \$50) is proposed for bench sections F and K (2,301 seats per concert). A \$5 increase (from \$74 to \$79) for Superseats and, Ramps and bench sections D, E, G2, and J2 (from \$62 to \$67) (2,853 seats per concert). A \$10 increase (from \$125 to \$135) is proposed for Terrace and Side boxes (1,632 seats per concert). A \$12 increase (from \$144 to \$156) is proposed for Garden boxes (1,291 seats per concert). A \$15 increase (from \$188 to \$203) is proposed for Pool Circle boxes (164 seats per concert). Combined, these price changes result in a 7% change in overall prices for these concerts.

# **Friday and Sunday Pop Nights:**

There are no price increases proposed for bench sections W, V and X (1,052 seats per concert). There is a \$2 price increase proposed for bench sections L and P (from \$34 to \$36) and sections R, S, and T (from \$30 to \$32) and sections Q and U (from \$26 to \$28), (5,861 seats per concert). A \$3 increase (from \$43 to \$46) is proposed for bench sections M and N (2,262 seats per concert). A \$4 increase (from \$55 to \$59) is proposed for bench sections F and K (2,301 seats per concert). A \$6 increase (from \$79 to \$85) is proposed for Superseats, and Ramps, and bench sections D, E, G2 and J2 (from \$72 to \$78), (2,853 seats per concert). A \$14 increase (from \$153 to \$167) is proposed for Terrace and Side boxes (1,632 seats per concert). A \$16 increase (from \$173 to \$189) is proposed for Garden boxes (1,291 seats per concert). A \$20 increase (from \$222 to \$242) is proposed for Pool Circle boxes (164 seats per concert). Combined, these price changes result in an 8% change in overall prices for these concerts.

### **Saturday Pop Nights:**

There are no price increases proposed for bench sections W, V and X (1,052 seats per concert). There is a \$2 price increase (from \$29 to \$31) proposed for bench sections Q and U (1,678 per concert). There is a \$3 increase proposed for bench sections L and P (from \$42 to \$45) and sections R, S and T (from \$37 to \$40) (4,183 seats per concert). There is a \$4 increase (from \$50 to \$54) proposed for bench sections M and N (2,262 seats per concert). There is a \$5 increase (from \$62 to \$67) proposed for bench sections F and K (2,301 seats per concert). A \$6 increase (from \$80 to \$86) is proposed for bench sections D, E, G2 and J2 (1,792 seats per concert). A \$7 increase (from \$85 to \$92) is proposed for Superseats and Ramps (1,061 seats per concert). A \$17 increase (from \$168 to \$185) is proposed for Terrace and Side boxes (1,632 seats per concert). A \$19 increase (from 190 to \$209) is proposed for Garden boxes (1,291 seats per concert). A \$24 increase (from \$240 to \$264) is proposed for Pool Circle boxes (164 seats per concert). Combined, these price changes result in an 8.6% change in overall prices for these concerts.

#### Accessible Seating:

Hollywood Bowl accessible seating addresses the Americans with Disabilities Act requirements with a range of seating locations and tickets priced from the traditional \$1 seats to \$264 (accessible box sections). Price increases match the appropriate sections listed above. Reduced pricing will continue to be maintained as in previous seasons for the seats in the Third Promenade (last row in sections K1 through F3).

#### **Special Event Tickets:**

Due to marked increases in artist fees for special events, prices in this category are increasing at a higher rate than in the past. There is a \$10 price increase proposed for bench sections Q, and U (from \$79 to \$89), section W (from \$59 to \$69) and sections V and X (from \$49 to \$59) (2,730 seats per concert). A \$30 increase is proposed for bench sections D, E, G2 and J2 (from \$169 to \$199), for sections L and P (from \$99 to \$129) and for sections R, S and T (from \$79 to \$109) (5,975 seats per concert). A \$40 increase for bench sections F and K (from \$129 to \$169) and sections M and N (from \$109 to \$149) (4,563 seats per concert). A \$50 increase is proposed for Terrace Boxes and Side Boxes (from \$299 to \$349) and Superseats and Ramps (from \$199 to \$249) (2,693 seats per concert). A \$70 increase (from \$429 to \$499) is proposed for Garden and Pool Circle boxes (1,455 seats per concert). Combined, these price changes result in a 23% change in overall prices for these rarely presented concerts.

# **Hollywood Bowl Gala Benefits:**

The Association proposes to move the Gala Benefit pricing into the Special Event Tickets category.

# Parking:

The Association proposes no increase in the \$55 maximum for general parking. The maximum price for preferred (valet) parking would increase from \$55 to \$90. Parking fees have not increased since 2018, and as such is underpriced as compared to other similar venues. The proposal includes an increase to help encourage usage of other transportation options, and to reduce traffic near the Bowl. The added income will help partially support expanded offerings of Park and Ride and Shuttle options now available to the public. Parking sections will continue to have lower prices in advance with price increases closer to the concert dates. The minimum parking price will remain the same at \$5.

# <u>Implementation of Strategic Plan Goals</u>

The proposed recommendations will further the County's Strategic Plan Goals Pursuing Operational Effectiveness, Fiscal Responsibility, and Accountability (Goal III.3), by increasing revenues, enriching lives through cost-effective activities, and creating affordable, accessible, and quality activities to the surrounding community.

#### FISCAL IMPACT/FINANCING

The recommended actions will not have an impact on the County's General Fund. On June 22, 2004, your Board approved a 30-year Operating Lease between the County and the Association for the operation and maintenance of Hollywood Bowl. This Operating Lease eliminated the previous Annual net County cost contribution and stipulated that the Association reimburse the County for all operating and maintenance expenses incurred at Hollywood Bowl via monthly rent payments. In addition, the lease established the Hollywood Bowl Improvement Fund, primarily earmarked for capital expenditures, equipment and services or supplies for Hollywood Bowl. Under the Operating Lease, the use of the Improvement Fund requires the recommendation from the Association to the Department and approval by the Board of Supervisors. The total funds in the Hollywood Bowl Improvement Fund for 2024 are estimated to be \$1,311,375.

# **Operating Budget Impact**

The recommended actions will not have an impact on the Department of Parks and Recreation's Operating Budget.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Operating Lease between the County and the Association requires that your Board approve changes to pricing schedule for tickets at Hollywood Bowl after a noticed public hearing. Your Board last approved changes to the ticket prices on October 18, 2022.

In accordance with Section 50402 of the Government Code, these changes may be approved by a resolution of your Board.

The proposed fees are exempt from Proposition 26 under Exception No. 2: Section 1 (e) (2) Exception for Fees for Services and Products Provided and Exception No. 4 Section 1 (e) (4)'s Exception for Use of Government Property and do not need to obtain California voter approval.

The complete proposed pricing schedule is outlined in Attachment I.

County Counsel has approved the attached resolution as to form.

# **Public Hearing Notice**

Pursuant to Section 66018 of the California Government Code, prior to adopting a new fee or approving an increase in an existing fee, a local agency shall hold a public hearing. In accordance with Section 6062a of the California Government Code, notice of the hearing shall be published. The County is in compliance with the requirements of these sections.

# **ENVIRONMENTAL DOCUMENTATION**

The proposed action is exempt from the California Environmental Quality Act (CEQA). Approval of the maximum and minimum 2024 ticket price schedule for the Hollywood Bowl is for the purpose of meeting operating expenses and is exempt from CEQA pursuant to section 21080(b)(8) of the California Public Resources Code and section 15273(a) of the State CEQA Guidelines, because CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies.

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

The increases are not anticipated to an impact on services at the Hollywood Bowl.

## CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to forward three adopted copies of this letter and resolution to the Department of Parks and Recreation for distribution.

Should you have any questions please contact Hugo Maldonado at (626) 369-5147 or hmaldonado@parks.lacounty.gov, (626)or Ruben Lopez at 588-5300 or rlopez@parks.lacounty.gov. Astrid Ochoa (626)588-5355 at or aochoa2@parks.lacounty.gov.

Respectfully submitted.

Norma E. García-González Director

NEG:ML:RL:bt

Attachment

c: Chief Executive OfficeCounty CounselExecutive Office, Board of Supervisor

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	4	Hollywood Bowl Gala Benefit \$175.00	Accessible Seating \$177.00	Maximum Minimum	2014	17,416	X 380	672	U 1,678	R/S/T 1,916	/P 2,267	M/N   2,262		eats	G2 / J2   930			Side Boxes 68		Sarden Boxes   1,291	ool Circle   164		Capacity	_		-		7X0	Q/U 1,678	R/S/T 1,916	/P   2,267	M/N 2,262		Superseats 964	2		Ramps 97	es		Pool Circle 164		Capacity		
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	\$49	\$59	\$79	\$79	\$99	\$109	\$129	\$199	\$169	\$169	\$199	\$299	\$299	\$429	\$429	110001	Ticket Prices	200			6	\$20	\$26	\$29	\$35	\$40	\$47	\$74	\$62	\$62	\$74	\$125	\$125	\$144	\$188	licket Files	2023	
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	\$10	\$10	\$10	\$30	\$30	\$40	\$40	\$50	\$30	\$30	\$50	\$50	\$50	\$70	\$70	(Decidence)	(Decrease)				. 6	3 8	\$ 55	\$2	\$2	\$2	\$3	\$5	\$5	\$5	\$5	\$10	\$10	\$12	\$15	(Decisas)	Increase/	

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2014			\$13	\$17	\$23	\$24	\$28	\$33	\$39	\$58	\$46	\$49	\$58	\$97	\$97	\$111	\$143	Prices	Ticket	2014		
2015			\$13	\$17	\$24	\$25	\$29	\$34	\$40	\$60	\$49	\$49	\$60	\$100	\$100	\$114	\$147	Prices	Ticket	2015		
2016			\$14	\$18	\$24	\$26	\$30	\$35	\$41	\$62	\$51	\$51	\$62	\$103	\$103	\$117	\$151	Prices	Ticket	2016		
2017			\$14	\$18	\$25	\$27	\$31	\$36	\$42	\$64	\$53	\$53	\$64	\$106	\$106	\$120	\$155	Prices	Ticket	2017		
2018			\$15	\$19	\$26	\$27	\$32	\$37	\$43	\$66	\$55	\$55	\$66	\$109	\$109	\$124	\$160	Prices	Ticket	2018		
2010	Speci		\$15	\$20	\$26	\$28	\$33	\$38	\$44	\$68	\$56	\$56	\$68	\$112	\$112	\$128	\$166	Prices	Ticket	2019	Sunda	
3030	Special Event		\$15	\$20	\$26	\$28	\$34	\$39	\$45	\$70	\$58	\$58	\$70	\$116	\$116	\$133	\$174	Prices	Ticket	2020	Sunday KCRW	
2021			\$15	\$20	\$26	\$28	\$34	\$39	\$45	\$70	\$58	\$58	\$70	\$116	\$116	\$133	\$174	Prices	Ticket	2021		
2022			\$15	\$20	\$26	\$28	\$35	\$39	\$46	\$72	\$60	\$60	\$72	\$120	\$120	\$138	\$180	Prices	Ticket	2022		
			\$15	\$20	\$26	\$29	\$35	\$40	\$47	\$74	\$62	\$62	\$74	\$125	\$125	\$144	\$188	I Cyat Ticas	Ticket Drices	2022		
3034			\$15	\$20	\$27	\$31	\$37	\$42	\$50	\$79	\$67	\$67	\$79	\$135	\$135	\$156	\$203	Prices	Ticket	2024		
			\$0	\$0	\$1	\$2	\$2	\$2	\$3	\$5	<b>\$</b> 5	\$5	\$5	\$10	\$10	\$12	\$15	(Decrease)	(Decrease)	nomano/		