



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

*****REVISED*****

COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, January 24, 2024
TIME: 9:00 a.m.

THIS MEETING WILL BE HELD IN A HYBRID FORMAT WHICH ALLOWS THE PUBLIC TO PARTICIPATE VIRTUALLY, OR IN-PERSON, AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023 ORDER, WHICH SUSPENDED THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.

**TO PARTICIPATE IN THE MEETING IN PERSON, THE MEETING LOCATION IS
VERMONT CORRIDOR**

**510 S. VERMONT AVENUE, LOS ANGELES, CA 90020
PRESS ROOM ON 9TH FLOOR (ROOM 9K02)**

TO PARTICIPATE IN THE MEETING VIRTUALLY,

[Click here to join the meeting](#)

OR PLEASE CALL TELECONFERENCE NUMBER: (323) 776-6996 , ID: 885 291 326#

AGENDA

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

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 & Control) for February 6, 2024 Board agenda:
APPROVE AND DELEGATE AUTHORITY TO THE
DIRECTOR OF ANIMAL CARE & CONTROL TO ENTER INTO
CITY-COUNTY MUNICIPAL SERVICE AGREEMENTS FOR ANIMAL CARE
AND CONTROL SERVICES
- B.** Board Letter (Animal Care & Control) for February 6, 2024 Board agenda:
REQUEST APPROVAL TO INCREASE CONTRACT RATES
FOR AS-NEEDED ON-SITE VETERINARY SERVICES

- C.** Board Letter (Animal Care & Control) for February 6, 2024 Board agenda:
APPROVE AND DELEGATE AUTHORITY TO THE
DIRECTOR OF ANIMAL CARE AND CONTROL TO ENTER INTO A
JOINT EXERCISE OF POWERS AGREEMENT WITH THE
CITY OF THOUSAND OAKS FOR ANIMAL CARE AND CONTROL
SERVICES.
- D.** Board Letter (Development Authority) for February 6, 2024 Board agenda:
ADOPT RESOLUTIONS TO ISSUE MULTIFAMILY HOUSING MORTGAGE
REVENUE BONDS TO FINANCE THE DEVELOPMENT OF THE
LAS DAHLIAS PROJECT.
- E.** Board Letter (Development Authority) for February 6, 2024 Board agenda:
APPROVE CONTRACTS FOR PAINTING SERVICES
- F.** Board Letter (Public Works) for February 6, 2024 Board agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
APPROVE COOPERATIVE AGREEMENT AND DELEGATE AUTHORITY
TO ADOPT, ADVERTISE, AND AWARD COLIMA ROAD –
CITY OF WHITTIER BOUNDARY TO FULLERTON ROAD
PROJECT ID NO. RDC0014911 IN THE CITY OF INDUSTRY AND IN THE
UNINCORPORATED COMMUNITIES OF HACIENDA HEIGHTS,
ROWLAND HEIGHTS, AND WHITTIER
- G.** Board Letter (Public Works – Capital Programs) for February 6, 2024 Board agenda (also on the January 24, 2024 Health Mental Health Services cluster meeting):
CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HARBOR-UCLA MEDICAL CENTER REPLACEMENT PROGRAM
APPROVE CONSTRUCTION CHANGE ORDERS
AUTHORIZE EXECUTION OF AGREEMENTS WITH
LOS ANGELES COUNTY SANITATION AND
FLOOD CONTROL DISTRICTS
CAPITAL PROJECT NO. 67965
- H.** Board Letter (Regional Planning) for March 12, 2024 Board agenda:
~~HEARING ON MULTIFAMILY RESIDENTIAL PARKING ORDINANCE~~
~~PROJECT NO. R2022-003630 (1-5)~~
ADVANCE PLANNING CASE NO. RPPL2023004576
ENVIRONMENTAL PLAN CASE NO. RPPL2023005132

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter (Regional Planning) for March 12, 2024 Board agenda:
HEARING ON MULTIFAMILY RESIDENTIAL PARKING ORDINANCE
PROJECT NO. R2022-003630-(1-5)
ADVANCE PLANNING CASE NO. RPPL2023004576
ENVIRONMENTAL PLAN CASE NO. RPPL2023005132

4. PUBLIC COMMENTS (2 minutes each speaker)

5. ADJOURNMENT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/24/2024	
BOARD MEETING DATE	2/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Animal Care and Control	
SUBJECT	The Department of Animal Care and Control (Department) is seeking approval of the City-County Municipal Services Agreement effective July 1, 2024, through June 30, 2029, delegated authority to execute this agreement with its 44 contract cities in Los Angeles County, and authority to make City-requested changes in service levels	
PROGRAM	Community Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	none	
COST & FUNDING	Total Cost: 0.00	Funding source:
	TERMS (if applicable): n/a	
	Explanation: Client partner cities will reimburse the Department monthly for the services provided.	
PURPOSE OF REQUEST	The primary purpose of the City-County Municipal Services Agreement is to provide animal control services to the Department's contract cities from July 1, 2024, through June 30, 2029. The current Services Agreement is scheduled to expire on June 30, 2024.	
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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Bradley Kim, Admin. Services Mgr. I, (562) 379-9722, BKim@animalcare.lacounty.gov	



LOS ANGELES COUNTY

ANIMAL CARE & CONTROL | **redefining CARE**



Marcia Mayeda, Director

February 6, 2024

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:

**APPROVE AND DELEGATE AUTHORITY TO THE
DIRECTOR OF ANIMAL CARE & CONTROL TO ENTER INTO
CITY-COUNTY MUNICIPAL SERVICE AGREEMENTS FOR
ANIMAL CARE AND CONTROL SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Department of Animal Care and Control (Department) is seeking approval of the City-County Municipal Services Agreement effective July 1, 2024, through June 30, 2029, delegated authority to execute this agreement with its 44 contract cities in Los Angeles County, and authority to make City-requested changes in service levels.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the Fiscal Years 2024-29 City-County Municipal Services Agreement.
2. Delegate authority to the Director or her designee to execute the City-County Municipal Services Agreement with client contract cities for a maximum potential contract term of five years not to surpass June 30, 2029.

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

Baldwin Park ACC
4275 N. Elton Street
Baldwin Park, CA 91706
(626) 962-3577

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

Lancaster ACC
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Palmdale ACC
38550 Sierra Highway
Palmdale, CA 93550
(661) 575-2888

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

3. Delegate authority to the Director or her designee to execute City-County Municipal Services Agreements with new client contract cities for a maximum potential contract term of five years not to surpass June 30, 2029.
4. Delegate authority to the Director or her designee to amend the Service Level Request of the City-County Municipal Services Agreement during the contract term to adjust or confirm desired service levels with client contract cities and to amend the Services Agreement, including its component documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 30, 2019, the Board approved a standard services agreement for all existing and future client contract cities with a term of five years. The draft City-County Municipal Services Agreement (Enclosure A) closely follows previous agreements, with revisions and updates made to reflect the Department's current services and billing methodology. The Description of Services within the Services Agreement (Attachment A) further explains the available services offered. The Service Level Request (Attachment B) in the Services Agreement allows cities to select individual services.

The primary purpose of the City-County Municipal Services Agreement (Services Agreement) is to provide animal control services to the Department's contract cities from July 1, 2024, through June 30, 2029. The current Services Agreement is scheduled to expire on June 30, 2024.

Client contract cities will receive an annual Service Level Request form for completion should they wish to adjust their service levels or update their contact information. Client contract cities may also submit a revised Service Level Request form if their needs change. The Service Level Request will aid client contract cities in assessing and managing the fiscal impact of future services. It also establishes a process for requesting specific services to effectively meet the unique needs of their city.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support County Strategic Plan Goal II.2, Support the Wellness of our Communities, by providing animal care and control services to cities within Los Angeles County, thereby promoting the well-being of animals, assisting pet owners, and enhancing public safety in the communities we serve.

Approval of the recommended actions also support County Strategic Plan Goal III.3, Pursuing Operational Effectiveness, Fiscal Responsibility, and Accountability. These actions maximize the efficiency of our operations, facilitating the prompt delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

Client partner cities reimburse the Department monthly for the services provided. The Department bills its current contract cities according to established rates, which are calculated annually by the County's Auditor-Controller. These billing rates for contract cities are determined in accordance with the requirements outlined in California Government Code Section 51350 and the policies and procedures adopted by the Board. The Fiscal Year 2023-24 City-County Municipal Services Billing Rates (Attachment C) are attached for your reference. Note that these rates may vary from one city to another based on their current position within the six-year step-up plan.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The sample Services Agreement has been approved as to form by County Counsel. Each Services Agreement will contain standard language related to contract authorization, administration, deployment of personnel, terms, performance, indemnification, termination, and payment for services. The term of each agreement will not exceed five years.

The Service Level Request form outlines the city's selected service level. The Director will execute agreements with all client contract cities and implement an annual process to confirm or modify desired service levels. As noted above, rates are calculated by the County's Auditor-Controller in accordance with Government Code Section 51350 and the policies and procedures adopted by the Board.

IMPACT ON CURRENT SERVICES

Client contract cities are typically billed on an hourly basis for services such as field work, license enforcement, and other specialized tasks. Services provided at animal care centers are invoiced based on the number of cats and dogs impounded from within the city's jurisdiction. Client contract cities have the flexibility to choose from a range of field service levels and can opt for either full-time or limited/as-needed services. This service level selection process allows client contract cities to tailor their preferred service levels to their specific needs.

The Department will only commit to providing field service levels for a particular city if the necessary resources are available to support those services. The implementation of long-term service level enhancements for cities will not have an adverse impact on the level of services provided to the County's unincorporated communities.

The Honorable Board of Supervisors
February 6, 2024
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CONCLUSION

Upon Board approval, please return one adopted copy of this board letter to the Department.

Respectfully submitted,

MARCIA MAYEDA
Director

MM:DU:WD:BK:cg
S:/brd corres/bls/2023 board letters/2.6.24 bl municipal city agreement

Enclosures

c: Auditor-Controller
Chief Executive Office
County Counsel
Executive Office

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
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AND CONTROL AND CITY OF **SAMPLE**

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF **SAMPLE**

THIS MUNICIPAL ANIMAL CARE AND CONTROL AGREEMENT ("Agreement") between the COUNTY OF LOS ANGELES ("the County") and the CITY OF **SAMPLE** ("the City"), together known as "the Parties," is made and entered into July 1, 2024, or when signed by all Parties, whichever is later.

RECITALS

- a. The City desires to contract with the County to perform the animal care and control functions described in this Agreement; and
- b. The County is agreeable to providing such services on the terms and conditions set forth in this Agreement; and
- c. Such agreements are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and sections 51300 et seq. of the Government Code of the State of California.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the Parties mutually agree as follows:

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control ("the Department"), to provide general animal care and control services within the corporate limits of the City to the extent and in the manner stated in the Agreement and its Attachments.
- 1.2 Except as otherwise specifically stated in the Agreement, the services will only encompass duties and functions of the type coming within the jurisdiction of and customarily provided by the County under the Charter of the County, the Los Angeles County Code, and the statutes of the State of California. The County will provide services in accordance with the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments enacted to Title 10, except as otherwise agreed by the Parties in the most recently executed Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The County will control all aspects of the services provided by the County including, but not limited to, standards of performance, discipline of officers and staff, and all employment-related matters.
- 2.2 In the event of a dispute between the Parties regarding the duties and services to be provided, or the minimum level or manner of performance of such services, the City will be consulted and an agreement between the Parties attempted. Each party must employ good-faith and reasonable efforts to reach an agreement. If an agreement cannot be reached, the County will make the final and conclusive determination of the dispute.
- 2.3 All City employees who work with the Department under the Agreement will remain employees of the City and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the County. No City employee will become an employee of the County unless by specific additional agreement in the form of a merger contract, which must be concurrently adopted by the City and County. Except as otherwise specifically set forth in the Agreement or in the attached Service Level Request, to the extent the County provides the City with animal licensing services, neither the City employees nor their agents will perform any function related to the licensing of animals, including the collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the Department for services performed by employees of the Department. The City may distribute educational and outreach materials, reviewed and agreed upon by both the Department and the City, related to pet licensing and its benefits.
- 2.4 For the purposes of performing services under the Agreement, and only for the purpose of giving authority for Department staff to provide these services, every County officer and/or employee engaged in performing any service will be deemed to be a contracted officer or employee of the City while performing service for the City, provided the service is within the scope of the Agreement and is a municipal function.
- 2.5 The City will not assume any liability for the direct payment of salaries, wages, or other compensation to County personnel performing services under the Agreement. Except as described under Section 5.0, the City will not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment while providing services under the Agreement.
- 2.6 The County agrees that it is subject to the County Civil Services Rules prohibiting discrimination based on non-merit factors.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 The Department, in cooperation with the City, will determine how to provide the services required by the Agreement.
- 3.2 The City agrees to complete an Attachment B, Service Level Request (SLR) form, specifying the level of service to be provided, which will be signed and authorized by the City and the Department representative and attached to the Agreement. In the event of a dispute between the Parties about the desired or approved content of the SLR will be handled in accordance with Paragraph 2.2 of this Agreement.
- 3.3 The Department will issue annual notifications of any change to the billing rate as stated in Paragraph 8.2 of this Agreement. Unless the City changes other provisions within the most recently executed SLR, it is not necessary to execute a revised SLR to reflect a billing rate change.
- 3.4 The City may at any time request a change in the level of service by completing a revised SLR, and submitting the form to the Department. The revised level of service to be provided and the current fiscal year billing rate will be signed and authorized by the City and the Department representative and attached to the Agreement as an amendment. Changes requested at times other than the beginning of the fiscal year will be implemented as soon as practical, as determined by the Department. The City is only required to submit a new SLR if it wishes to revise its current services or update information listed on its existing SLR. The Department reserves the right to approve or disapprove requests on the SLR in accordance with Section 3.1 of this Agreement.

Regarding updates to contact information, the City is not obligated to submit a new SLR. A simple email confirmation from the City will suffice, and the Department's Contracts and Grants Division will update the City's existing SLR and share the revised copy with the City.

- 3.5 The City will make its best effort to inform the Department of any modifications to its ordinance concerning animal care and control services. This approach will enable the Department to verify that the services outlined in the City's SLR align with the municipal ordinance, thereby reducing the potential for any discrepancies.
- 3.6 The City is not limited to the services indicated but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of the Department to provide. The County reserves the right to determine, in its sole discretion, whether the Department can provide requested services not otherwise specified in this Agreement.

4.0 PERFORMANCE OF CONTRACT

- 4.1 In performing services under the Agreement, the County will provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed upon level of service.
- 4.2 Nothing in the Agreement prohibits the City from providing, at the City's expense, additional resources for the County to utilize in its performance of the services.
- 4.3 Any use of special supplies, stationery, notices, or forms, in other than standard Department format, must be approved by the Director of the Department, or his/her designee, and supplied by the City at its own cost.
- 4.4 If requested, the Department will use its best efforts to attend one in-person meeting with the City, up to three hours duration, per quarter at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of the Department's contract management staff's time at meetings requested by the City. Due to a lack of availability of meeting space in County facilities, the City will provide a mutually agreed upon meeting space and location, or virtual meeting link, for all in-person and/or virtual meetings or meet at the Department's headquarters in Long Beach, California.
- 4.5 If requested, the Department will use its best efforts to coordinate a virtual meeting once per month at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of County representatives' time at meetings requested by the City.
- 4.6 If requested, the Department will use its best efforts to send representatives to the City's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the Department is needed. The Department will only attend these meetings to the extent that resources and capacity will allow.
- 4.7 The Department will make available upon request, at no charge to the City, the reports listed in Attachment A, Description of Services, at the intervals indicated in that attachment. For any additional reports that are not included in Attachment A, Description of Services, or those requested at more frequent intervals, the Department will account for the hours of staff time required to produce the reports. The County will provide, at no charge to the City, up to 12 hours of staff time annually for any additional requested reports. The City will be responsible for any excess hours at the current

billing rate for staff time as listed in Attachment C, City-County Municipal Services Billing Rates.

5.0 INDEMNIFICATION

- 5.1 The Parties have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into the Agreement as if set out in full in the Agreement.
- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date will supersede the Joint Indemnity Agreement previously in effect between the Parties.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for in the Agreement, the Agreement will be effective July 1, 2024, or when signed by the Parties, whichever is later, and will remain in effect until June 30, 2029, unless sooner terminated or extended.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, the Agreement may be renewable for successive periods not to exceed five (5) years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either Party may terminate the Agreement as of the first day of July of any year upon notice in writing to the other Party of at least sixty (60) days before the termination date.
- 7.2 Despite any provision to the contrary in the Agreement, the City may terminate the Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed under the Agreement. In such an event the Agreement will terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 The Agreement may be terminated at any time, with or without cause, by either Party upon written notice given to the other Party at least one-hundred eighty (180) days before the date specified for that termination.
- 7.4 In the event of an unresolved dispute, either Party may terminate the Agreement by giving not less than sixty (60) days' notice in writing to the

other Party. A dispute is unresolved when both Parties agree that there is no resolution and no intent by either party to continue to seek a resolution.

- 7.5 In the event of termination, both Parties shall fulfill all obligations owed to each other that have accrued before the date of termination. Additionally, each Party will be released from any obligations that would have accrued after the termination date had the Agreement continued. However, the City will remain responsible for payment to the Department for any services provided under this Agreement prior to the termination date.

8.0 CONTRACT SUM

- 8.1 The City will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the County Auditor-Controller and set forth in the current Attachment C, City-County Municipal Services Billing Rates.
- 8.2 The rates indicated in the City-County Municipal Services Billing Rates form will be readjusted by the County annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the County.
- 8.3 The City will be billed based on the current service level described in the latest Attachment C, City-County Municipal Services Billing Rates form.
- 8.4 The cost of any additional services requested and provided under the Agreement and not set forth in Attachment C, City-County Municipal Services Billing Rates form will be determined by the Department in accordance with the policies and procedures established by the County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within twenty-five (25) calendar days after the close of each calendar month. The City will pay the County for all undisputed amounts within thirty (30) calendar days after the date of the invoice.
- 9.2 If payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest on the unpaid amount.
- 9.3 For all disputed amounts, the City will provide the County with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) calendar days after receipt of the invoice. The Parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) calendar days after the date of the written resolution.

- 9.4 Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, from the last day of the month for which the services were performed, or in the case of disputed amounts, from the date of the written resolution.
- 9.5 Despite the provisions of Government Code Section 907, if payment is not delivered to the County office described on the invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date of the written resolution, the County may satisfy such indebtedness, including interest on unpaid amounts, from any funds of the City on deposit with the County, without giving further notice to the City of County's intention to do so.

10.0 NOTICES

- 10.1 Each Party shall designate a Primary Contact, as identified in Attachment B, Service Level Request, to facilitate the services covered by this Agreement. Routine communications necessary for the day-to-day facilitation of services may be conveyed through telephone, email, or in-person interactions. However, all notices or demands required, permitted, or desired to be given by one Party to the other must be in writing. Such notices or demands shall be mailed or emailed to the other Party's designated Primary Contact at the address provided in Attachment B, Service Level Request. Both Parties may update the designated addresses and contact persons by providing written notice to the other Party.

The Department accepts both physical (wet) signatures and electronic signatures for any notices or correspondence related to this Agreement.

- 10.2 Notices to the County of Los Angeles must be addressed as follows:

For physical notices:

County of Los Angeles Department of Animal Care and Control
Contracts and Grants Division
Attn: Bradley Kim
5898 Cherry Avenue
Long Beach, CA 90805
Phone: (562) 379-9722

For electronic notices:

BKim@animalcare.lacounty.gov

- 10.3 Notices to the City must be addressed to the contact person listed on the most recent SLR on file and/or the current City Official or City Manager.

11.0 AMENDMENTS

- 11.1 With the exception of changes to a City's contact information, any changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and an authorized representative of the City. The only exception to this requirement applies to updates to the City's contact information, which may be made through a simple email confirmation from the City.

12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing the Agreement for the City is an authorized agent who has actual authority to bind the City to each term, condition, and obligation of the Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing the Agreement for the County is an authorized agent who has actual authority to bind the County to each term, condition, and obligation of the Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

- 13.1 The Agreement, including Attachment A, Description of Services, the most recent Attachment B, Service Level Request, and the latest Attachment C, City-County Municipal Services Billing Rates, along with the applicable Assumption of Liability or Joint Indemnity Agreement referenced under Section 5.0, constitute the complete and exclusive statements of the Parties, which supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement. Except as provided in Paragraphs 3.4 and 11.1, all changes or amendments to the Agreement must be in writing and mutually executed by authorized personnel on behalf of the Parties. The Director of the Department, or his/her designee, is authorized by the County to execute amendments.

14.0 CONSTRUCTION OF AGREEMENT

- 14.1 Each Party has participated in the drafting and preparation of the Agreement, and each Party agrees that the Agreement will not be construed against any Party on the grounds that the Party drafted the Agreement.

15.0 IMPLEMENTATION OF AGREEMENT

- 15.1 Each Party agrees to execute the documentation required and to take such other actions as may be reasonably necessary to accomplish the purposes of the Agreement.

16.0 COUNTERPARTS

- 16.1 The Agreement may be executed in counterparts (including via facsimile or electronic copy), which will become effective only when every Party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to the County and retained as part of the original Agreement.

FINAL DRAFT

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF **SAMPLE**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused the Agreement to be executed by the Director of the Department of Animal Care and Control and the City has caused the Agreement to be executed on its behalf by its authorized representative.

COUNTY OF LOS ANGELES

By _____
MARCIA MAYEDA
Director
Department of Animal Care and Control

Date _____

CITY OF **SAMPLE**

By _____
City of **Sample**, City Manager

Date _____

ATTEST:

By _____
City Clerk Date _____

By _____
City Attorney Date _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
David Beaudet
Senior Deputy, County Counsel

Date _____

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
DESCRIPTION OF SERVICES

I. Animal Care Services

The County of Los Angeles Department of Animal Care and Control (Department) maintains seven animal care centers that accept stray, lost, abandoned, and relinquished animals. The Department also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or lost animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to euthanasia or adoption to a new home, pursuant to State law. The holding period may vary and may be extended in an attempt to reunite the animal with an identified owner or for other reasons.

The Department is dedicated to providing appropriate and safe housing to all animals accepted into the Department's care. The Department is required by law to provide a safe environment with proper food, water, shelter, opportunity for exercise, and medical care for the animals it houses. Medical care may be provided by Department staff or, at the Department's sole discretion, outsourced to a contracted veterinarian.

As requested by the City in Attachment B, Service Level Request, the Department will provide the City with either: Full Care Center Services; Animal Care for Transfer only; or No Care Center Services.

A. Full Care Center Services

All animals collected in the field within the boundaries of the City or determined to have originated from within the boundaries of the City may be housed at a County animal care center. Admitted animals will be vaccinated and provided medical care, food, water, and shelter. The Department may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet or finding a new one. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

The Department will make reasonable attempts to house animals from the City at the animal care center closest to the City. The nearest animal care center to the City will be designated as the primary animal care center. There may be circumstances in which the Department will house animals collected from the City at an alternate location.

Full Animal Care Center services include:

- Providing food, water, shelter, enrichment, and medical care for animals in the Department's care;
- Holding stray animals and attempting to reunite them with their owners;
- Accepting unwanted animals surrendered by their owners;
- Making best efforts to find new adoptive homes for domestic animals and livestock;
- Quarantine and observation of animals for rabies and other diseases at the direction of the Department of Public Health;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters;
- Holding animals that are the subject of criminal investigations or other legal or administrative proceedings;
- Spay and neuter services for dogs and cats pursuant to State law;
- Medical treatment and surgeries to make animals more adoptable;
- Euthanizing sick, injured, dangerous, unweaned, feral, or un-adoptable animals;
- Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations;
- Filing annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes;
- Connecting pet owners to services to increase owner retention of pets; and
- Maintaining regular hours of operation for the public.

B. Animal Care for Transfer

If the City has opted for Animal Care for Transfer services in Attachment B, the Department will provide temporary housing until the City has transported the animal(s) to another animal care facility. Services will be the same as described for Full Shelter Service above. The Department will only release animals to be transported to an animal care facility approved in advance by the Department and documented in Attachment B. The Department will only release an animal to persons capable of transferring an animal safely in a vehicle appropriate for the humane transfer of the animal. The City will be responsible for all costs of the temporary care and housing at the Department's animal care center, as well as the subsequent costs of transportation, care, and housing at the animal care location of the City's choice. The Department may refuse to release an animal for transport if, in the reasonable assessment of the Department, the vehicle in which the City desires the animal(s) to be transported poses an unacceptable risk of harm to the animal(s) or others, or if the animal is

ill or injured to the extent that transportation would cause further injury or suffering.

The Department will not provide transportation from the field or from a County animal care center to any alternate animal care location, except as necessary for the needs of the County. If necessary, the Department may transport an animal(s) to an alternative animal care location of the City's choice and the City will be responsible for the cost of such transport at the current billing rate for field service staff.

The City will be responsible for all costs for the admission, care, and housing at the Department's animal care center, as well as the subsequent costs of care and housing at any animal care facility of the City's choice. The City's designated animal care center location is listed in Attachment B, Service Level Request.

II. Field Services

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10, "Animals," and all future amendments, except as otherwise agreed to by the Parties in Attachment B, Service Level Request.

A request by the City for the Department to enforce Los Angeles County Code, Title 10, Chapter 37, will authorize the Department to provide an administrative hearing process to accomplish the enforcement when applicable.

In order to harmonize the terms of this Agreement with the provisions of the City's municipal code, the City must adopt Title 10 "Animals" of the Los Angeles County Code ("Title 10"). The City may adopt or opt out of provisions of Title 10 only as agreed to by the Department. The City is encouraged, but not required to, adopt Title 10 in such a way as to incorporate all future amendments.

The Department will inform the City of any proposed changes to Title 10 with as much advance notice as practical, with the intention to provide the City with an opportunity to submit input to the Department and the County related to the proposed changes. The Department will notify the City of the passage of any change to Title 10 by the County Board of Supervisors as soon as practical. The Department will inform the City whether the City may adopt or opt out of the changes to Title 10.

Description of Field Services

The Department will provide sufficient resources and services for animal control field services. Services consist of Department personnel performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Promptly responding to reports of vicious and dangerous animals that pose a threat to public safety;

- Capturing, reuniting, and admitting stray domestic animals;
- Capturing and impounding or returning domestic animals at large;
- Accepting and caring for animals surrendered by their owners;
- Removal of dead land animals (limited to a maximum of 150 pounds) from public and private property as set forth in Section 10.12.130 of the County Code;
- Educating the public and enforcing State laws and local ordinances, including leash laws, animal cruelty laws, and the laws relating to keeping wild or exotic animals;
- Investigating cases for possible criminal prosecution, including misdemeanor and felony crimes; issuing citations; collecting evidence; preparing reports; testifying in court and other hearings;
- Investigating appropriate cases for potential administrative actions pertaining to animals; preparing appropriate documentation to pursue administrative declarations; conducting administrative hearings, consistent with state and County laws; and defending declarations that are challenged in court;
- Rescuing ill, injured, or abused animals;
- Enforcing animal nuisance complaints such as excessive animal noise and other violations; issuing administrative or criminal citations as appropriate;
- Assisting local law enforcement with their investigations when animals are involved, such as the service of search warrants and impounding animals as evidence or when necessary for those belonging to persons taken into custody;
- Responding to emergencies such as fires, earthquakes, floods, and other natural or manmade disasters to rescue and temporarily house animals, or to provide care for animals in evacuation zones;
- Maintain a 24-hour dispatch and communications center to receive calls for service and dispatch staff for field response as appropriate; and
- Maintaining records in accordance with applicable laws and policies.

A. Standard Service Plan

The Standard Service Plan includes answering calls for service 24 hours per day, seven days per week, dispatching or assigning field staff, and performing duties in the field based on priority, location, and availability of staff. Services provided under the Standard Service Plan are similar to those services the Department provides to unincorporated communities in Los Angeles County.

B. Limited Service Plan

The Limited Service Plan includes standard services on a part-time basis during days and hours specified in the Service Level Request. Billing rates are described in Attachment C, City-County Municipal Services Billing Rates.

III. Alternatives to Care Center Admissions

The Department's "Alternatives to Care Center Admissions" services are activities that go beyond providing housing for dogs and cats, and have the effect of keeping pets out of care centers and in homes and healthy environments. This includes staff counseling pet owners or connecting them with resources such as free pet food and supplies, medical vouchers, temporary housing, access to a medical helpline, and other critical resources all intended to help keep pets with their families. The Department also offers a variety of pet assistance programs, known collectively as the Pets Are Family (PAF) program, which is funded almost entirely through donations and grants received by the Department. A summary of the programs offered under PAF can be found on our website (<https://animalcare.lacounty.gov/dacc-support-services>).

As a result of these efforts, the number of dogs and cats admitted into Department animal care centers has decreased dramatically due to the Department reducing preventable pet surrenders. These programs are only available to cities that opt into Full Care Center Services and are charged at a flat per capita rate as indicated in Attachment C, City-County Municipal Services Billing Rates.

Managed Intake

Managed Intake (MI) is a strategy that allows agencies to manage and reduce the flow of both owned pets and homeless animals into their care, which is accomplished by partnering with the community and providing resources and solutions. Through the Department's intervention services, pet owners receive support in the form of consultation, financial resources, and referrals — both medical and behavioral — to assist them with their pet-related issues. MI has reduced the number of surrendered animals admitted to the Department's care centers to those who have no other opportunity for rehoming. This is reducing the costs for cities that are associated with sheltering cats and dogs.

Components of Managed Intake:

- Community Engagement is key to successfully employing Managed Intake, giving the community an opportunity to foster, network animals, facilitate adoptions, and to develop solutions to keep pets with their owners.
- The Department encourages people who have found stray animals to attempt to reunite the pets with their families. The Department also encourages residents to allow free roaming cats to remain where they live, as these are often pets or community cats.
- To reduce the relinquishment of owned pets, the Department will provide resources such as training, food, and supplies, or other support to help keep pets in their homes.

- Public safety and animal welfare are a priority. Animals that pose a safety threat will immediately and safely be admitted by the Department, as will animals that are sick or injured.

IV. Individual Animal Licensing Services

Adult dogs four months of age and older are required by State law to have individual licenses. The City may request that the Department enforce licensing requirements in the City for dogs, cats, or other animals as described in Attachment B. The City may adopt the County's fees for individual animal licenses or set its own fees as permitted in Attachment B.

License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment are received and processed on a fee-per-license basis. Pet owners may opt into a one- or three-year license option for their pets. A current license will be required before an animal will be released to a resident of the City. Fees from one- and three-year licenses collected will be credited to the City monthly in arrears.

The Department's animal licensing services include:

- Issuing animal licenses for pets as requested by the City;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties, and other financial remittances;
- Maintaining a database for animal licensing, records of calls for service, and actions taken; and
- Maintaining the Rabies Vaccination Certificate tool database which scans rabies vaccination data reported by private veterinary clinics to identify unlicensed pets in our jurisdictions and generate compliance notices to pet owners.

V. Additional Outreach and Enforcement Services Options

The City may request that the Department provide additional services as outlined below.

A. Animal License Enforcement Services

License Enforcement Services provides staff to perform individual animal license enforcement in designated areas within the City. This program includes:

- Issuing new licenses and renewing expired licenses;
- Issuing citations to violators of animal licensing ordinances;

- Collecting license revenue, delinquency charges, and authorized fees; and
- Recording licensing data in the Department's database.

B. Animal Facility Licensing

The Department's Animal Facility Licensing program provides staff to perform animal facility inspections and licensing to animal-related businesses or organizations that require a license under Title 10 of the County Code. Animal-related facilities are inspected annually to ensure the safety and well-being of the animals as well as the health and safety of the public. Licensees are provided a letter grade based on the results of the inspection.

The Department retains facility license fees to offset the cost of annual inspections and related administrative costs. Staff time for licensing and inspections is not billed to the City. Investigations in response to complaints about activities at a licensed location are conducted by field officers based in the Department's animal care centers and are billed in accordance with Attachment C, City-County Municipal Services Billing Rates.

This program includes:

- Annual inspection of any premise used by an animal-related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities;
- Issuing grades to animal facilities consistent with the requirements of Section 10.28.270 of the County Code;
- Follow-up inspections of animal facilities as necessary;
- Collection of license fees to offset the cost of services; and
- Documentation and maintenance of records as necessary.

C. Vaccination and Microchip Clinics

California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics." The Department holds periodic low-cost rabies vaccination and microchip clinics at its animal care centers. If the City chooses additional rabies vaccination and microchip clinics, the following services are offered:

- Providing or assisting in arranging for low-cost vaccinations and microchips;
- Staffing low-cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
- Licensing animals vaccinated at the clinic; and

- Assisting jurisdictions in promoting these community-based clinics.

D. Spay/Neuter Trust Fund

The City may elect to contribute \$5.00 per altered and unaltered dog license to the Spay/Neuter Trust Fund. Participation in the Spay/Neuter Trust Fund allows the Department to offer a low-cost or free spay/neuter program for the City's residents who wish to have their pets spayed or neutered. The Department staff will work with animal care center veterinary clinics and mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them.

VI. Records

Upon reasonable notice, the Department will make available to authorized representatives of the City, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to the Agreement. The City must ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 7920.000 et. seq.).

Upon request, the following standard reports are available from the Department on a monthly basis:

1. Dogs and/or Cats Impounded
2. Animals Returned to Owners
3. Dogs and/or Cats Abandoned
4. Special Admission Dog & Cat
5. Other Animals Impounded
6. Quarantined Dogs and/or Cats
7. Special Admission Other Animals
8. Private Veterinarian (Outside Medical Expense)
9. Dead Animal Pick Up Requests
10. Types of Calls for Service
11. Location of Admission
12. Public Hours performed at a specific Animal Care Center

In accordance with Section 4.7 of the Services Agreement, the Department will provide up to 12 hours of staff time annually for producing special reports to the City at no cost. Additional staff time will be charged to the City at the current reimbursement rate for applicable staff time.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL**

AND

THE CITY OF

FISCAL YEAR 2023-24 SERVICE LEVEL REQUEST

I. Animal Care Center Services

The level of animal care center service that the City requests and the County agrees to, is (select one of the three options below):

☐ Full Service

Primary animal care center:

☐ Animal Care Center Services for Transfer

City's Animal Care Facility contact information:

Agency Name: _____

Telephone: _____

Address: _____

☐ No Animal Care Center Services

II. Field Services

The level of field service that the City requests and the County agrees to, is (select one of the three options below):

- ☐ Standard Service Plan
☐ Limited Service Plan (check all applicable boxes below)

Full County Field Services	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Priority County Field Services - Priority 1 Calls Only (As Determined by Department Policy)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Standby County Field Services (Service Requests only from City Personnel; the City will screen calls from the public)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Humane Investigations – as needed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Administrative Investigations – as needed (LACC Title 10, Chapter 37, Potentially Dangerous/Vicious Dogs)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Administrative Compliance (Post hearing compliance checks will be handled by DACC on City's behalf)	<input type="checkbox"/> Yes <input type="checkbox"/> No

City's Animal Control (Field Services) contact information:

Department Name: _____

Telephone: _____

Address: _____

- ☐ No Field Services

III. Individual Animal Licensing

- ☐ The City agrees to have the County provide individual animal licensing and has adopted the license fees outlined in Los Angeles County Code.
- ☐ The City agrees to have the County provide individual animal licensing and has adopted the following license fees (please provide a copy of the applicable ordinance or resolution):

Altered Dog	\$	Altered Cat	\$
Unaltered Dog	\$	Unaltered Cat	\$
Senior-owned Altered Dog	\$	Senior age is defined as age	
Military Veteran w/ Disability Altered Dog	\$		
Delinquency Charge	\$	Delinquency charge applies after:	days
Other Special License Fee	\$	Description/criteria:	
Field Enforcement Fee* (select one)	<input type="checkbox"/> \$40.00		
	<input type="checkbox"/> \$0.00		

*Only applicable when licensing is initiated in the field by Department employees.

Current license fees adopted by the City on _____, 20_____.

- ☐ No Animal Licensing Services

IV. Outreach and Enforcement Services

A. Animal Facility Inspection and Licensing (Costs included in overhead—not billed)

- ☐ The City requests the County to license animal-related facilities (including inspection and grading services) in the City.
- ☐ No animal facility licensing services--the City will conduct its own program. (Please provide contact information below.)

The City's animal facility program contact information:

Department Name: _____

Telephone: _____

Address: _____

B. Vaccination and Microchip Clinic(s)

- ☐ The City requests the County to provide or assist in arranging for vaccination clinic(s) in the City, utilizing Department personnel to also license animals during the vaccination clinic(s), at the applicable rate for staff time.
- ☐ No vaccination or licensing clinic services.

C. Spay/Neuter Trust Fund

- ☐ Participate in the Spay/Neuter Trust Fund to allow residents access to low-cost spay/neuter services.
- ☐ No participation in the Spay/Neuter Trust Fund.

V. Enforcement of County Code

- ☐ The City agrees to the enforcement of Title 10 with no exceptions.
- ☐ The City agrees to the enforcement of Title 10 with the following pre-approved exception(s): (please mark all that apply)
- ☐ 10.20.350: Mandatory Spay and Neuter. The City does not require the spay/neuter of:
 - ☐ Dogs
 - ☐ Cats
 - ☐ 10.20.185: Mandatory Microchipping. The City does not require the microchipping of:
 - ☐ Dogs
 - ☐ Cats
 - ☐ 10.20.038: Number of dogs and cats. In the City the following number of animals are allowed per household:
Dogs _____ Cats _____ Total of _____ dogs/cats
 - ☐ 10.20.030: Mandatory Cat Licensing. Domestic cats are subject to:
 - ☐ Voluntary Cat Licensing
 - ☐ No Cat Licensing
 - ☐ 10.28.020: Animal Facility Licensing. The County will not license/inspect animal facilities.
 - ☐ 10.40.060: Excessive Animal Noise Complaints. The City will conduct its own noise enforcement.
City's Animal Noise Complaint contact information:
Department Name: _____
Telephone: _____
Address: _____
E-mail: _____

VI. Requested Additions to Title 10 Enforcement

Please list individual municipal code sections requested to be enforced by the Department. (Please ensure your municipal code contains adequate enforcement authority.)

COUNTY			
City Code Section No.	City Code Section Title	Approved	Not Approved

VII. Contact Information

County Primary Contact

Name: Bradley Kim
Title: Contracts and Grants Division Liaison
Address: 5898 Cherry Avenue
Long Beach, CA 90805
Telephone: (562) 379-9722
E-mail: Bkim@animalcare.lacounty.gov

County Alternate Contact

Name: Andrew Zhao
Title: Administrative Services Manager I
Address: 5898 Cherry Avenue
Long Beach, CA 90805
Telephone: (562) 379-9720
E-mail: azhao@animalcare.lacounty.gov

City Primary Contact

Name: _____
Title: _____
Address: _____

Telephone: (____) _____
E-mail: _____

City Alternate Contact

Name: _____
Title: _____
Address: _____

Telephone: (____) _____
E-mail: _____

VIII. Annual/Amended Service Request Approval

For the City:

Authorized City Representative
(Printed Name)

Authorized Signature
(Signature)

Date

Title

Telephone Number

For the County:

Marcia Mayeda

Director
Dept. of Animal Care and Control

Authorized Signature
(Signature)

Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/24/2024		
BOARD MEETING DATE	2/6/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Animal Care and Control		
SUBJECT	REQUEST APPROVAL TO INCREASE CONTRACT RATES FOR AS-NEEDED ON-SITE VETERINARY SERVICES		
PROGRAM	Community Services		
AUTHORIZES DELEGATED AUTHORITY TO DEPT.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
DEADLINES/ TIME CONSTRAINTS	Urgent. Due to a severe staffing shortage for veterinarians, the Department is lacking an adequate number of veterinary staff needed to perform spay and neuter surgery for animals adopted from County animal care centers. This will result in the Department having to hold animals until their spay/neuter procedure can occur, resulting in overcrowding and the likelihood of increased euthanasia due to lack of kennel space.		
COST & FUNDING	Total Cost: n/a		Funding source:
	TERMS (if applicable): n/a		
	Explanation: There is no fiscal impact from the implementation of this amendment. The departmental annual sum for professional veterinary services will remain within the current adopted budget. There is no change to the Net County Cost.		
PURPOSE OF REQUEST	Approval to increase the current contract rate for As-Needed On-site Veterinarian Services and to incorporate the new rate into the currently posted solicitation for new contracts. The proposed amendment aims to increase the hourly rates from \$100 per hour to \$200 per hour for on-site services so that DACC can be competitive with industry standards and fill critical vet shortages at DACC care centers.		
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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Bradley Kim, Admin. Services Mgr. I, (562) 379-9722, BKim@animalcare.lacounty.gov		



LOS ANGELES COUNTY

**ANIMAL CARE
& CONTROL** | **redefining
CARE**



Marcia Mayeda, Director

February 6, 2024

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:

**REQUEST APPROVAL TO INCREASE CONTRACT RATES
FOR AS-NEEDED ON-SITE VETERINARY SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Department of Animal Care and Control (Department) seeks approval to increase the current contract rate for As-Needed On-site Veterinarian Services and to incorporate the new rate into the currently posted solicitation for new contracts. The proposed amendment aims to increase the hourly rates from \$100 per hour to \$200 per hour for on-site services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Animal Care and Control, or designee, to amend current contracts for As-Needed On-site Veterinarian Services to increase the hourly rate of compensation from \$100 per hour to \$200 per hour and to enter new contracts at the increased rate based on the posted Request for Statement of Qualifications.

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

Baldwin Park ACC
4275 N. Elton Street
Baldwin Park, CA 91706
(626) 962-3577

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

Lancaster ACC
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Palmdale ACC
38550 Sierra Highway
Palmdale, CA 93550
(661) 575-2888

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 14, 2018, the Department initiated a Request for Statement of Qualifications (RFSQ) to engage qualified vendors capable of providing on-site veterinarian services when needed. Services may include high-volume spay and neuter surgeries, treatment for various medical conditions, and emergency veterinary care. Subsequently, on May 21, 2019, your Board conferred the authority upon the Director of Animal Care and Control or designee to execute contracts with eligible veterinarians identified through the active RFSQ.

Over the past year, the Department has faced significant challenges in finding veterinarians willing to provide after-hour services due to a severe shortage in the veterinary community. This shortage has also led County veterinarians to leave for private clinics that offer more flexible hours and often higher pay, resulting in minimal response from external vendors to our requests for services.

Given the ongoing shortage and the urgent needs at the County's seven animal care centers, the Department aims to raise the hourly rates for contracted veterinarians from \$100 to \$200 as part of its active solicitation.

The Department has a new Request for Statement of Qualifications (RFSQ) with the new rate of \$200 per hour which will become effective July 1, 2024. However, considering the immediate needs, the Department seeks to expedite the increase in its current solicitation rates, avoiding the necessity to wait for the new solicitation to implement the higher rates.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the proposed action aligns with County Strategic Plan Goal 2, Strategy II.2, "Supporting the Wellness of our Communities." By endorsing this action, we reinforce our commitment to bolstering the capacity of our veterinary team. This ensures comprehensive care for both owned and unowned animals within our communities, thereby minimizing undue suffering among these animals. Further, this step enables us to secure the essential staffing needed to continue performing spay and neuter procedures for adopted animals, as required by State law, as well as other basic veterinary services for animals at our care centers.

FISCAL IMPACT/FINANCING

There is no fiscal impact from the implementation of this amendment. The departmental annual sum for professional veterinary services will remain within the current adopted budget. There is no change to the Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 21, 2019, your Board delegated authority to the Director of Animal Care and Control, or designee, to award and execute Master Agreements under the RFSQ for As Needed On-site Veterinarian Services. The rate established in this RFSQ and Master Agreement was set at \$100 per hour for on-site professional services performed by contracted veterinarians. This is the RFSQ the Department is seeking approval to amend.

Subsequently, on February 7, 2023, your Board approved a new solicitation for As-Needed On-site Veterinary Services scheduled to take effect on July 1, 2024. This new solicitation establishes a rate of \$200 per hour for on-site professional services performed by contracted veterinarians.

IMPACT ON CURRENT SERVICES

Due to a severe staffing shortage for veterinarians, the Department is lacking an adequate number of veterinary staff needed to perform spay and neuter surgery for animals adopted from County animal care centers. This will result in the Department having to hold animals until their spay/neuter procedure can occur, resulting in overcrowding and the likelihood of increased euthanasia due to lack of kennel space. While the Department is actively working with the County Chief Executive Office and Department of Human Resources on long-term recruitment and retention strategies, these contracted veterinarians are critically needed as an interim solution.

CONCLUSION

Upon Board approval, please return one adopted copy of this Board letter to the Department.

Respectfully submitted,

MARCIA MAYEDA
Director

MM:DU:WD:BK:rke

s:\brdcor\bls\2024 bls\amend contract for as-needed vets\bl amend contract as needed vets final draft to ceo.doc

c: Chief Executive Office
County Counsel
Executive Office

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/24/2024	
BOARD MEETING DATE	2/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Animal Care and Control	
SUBJECT	The Department is seeking approval of the draft Joint Exercise of Powers Agreement to be effective July 1, 2024, through June 30, 2029, with the City of Thousand Oaks, and delegated authority to execute the agreement and make requested annual changes in service levels.	
PROGRAM	Community Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	none	
COST & FUNDING	Total Cost: 0.00 Funding source: TERMS (if applicable): Explanation: The City will reimburse the Department monthly for the services provided.	
PURPOSE OF REQUEST	The primary purpose of the JPA is for the Department to provide animal control services to the City of Thousand Oaks from July 1, 2024, through June 30, 2029. The current JPA is scheduled to expire on June 30, 2024.	
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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Bradley Kim, Admin. Services Mgr. I, (562) 379-9722, BKim@animalcare.lacounty.gov	



LOS ANGELES COUNTY

**ANIMAL CARE
& CONTROL** | **redefining
CARE**



Marcia Mayeda, Director

February 6, 2024

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:

**APPROVE AND DELEGATE AUTHORITY TO THE
DIRECTOR OF ANIMAL CARE AND CONTROL TO ENTER INTO
A JOINT EXERCISE OF POWERS AGREEMENT
WITH THE CITY OF THOUSAND OAKS
FOR ANIMAL CARE AND CONTROL SERVICES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

The Department of Animal Care and Control (Department) is seeking approval of the draft Joint Exercise of Powers Agreement to be effective July 1, 2024, through June 30, 2029, with the City of Thousand Oaks, and delegated authority to execute the agreement and make requested annual changes in service levels.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Animal Care and Control or her designee to execute the new Joint Exercise of Powers Agreement (enclosure) with the City of Thousand Oaks not to surpass June 30, 2029.
2. Delegate authority to the Director of Animal Care and Control or her designee to amend the Service Level Request of the Joint Exercise of Powers Agreement during the contract term to adjust or confirm desired service levels as requested by the City of Thousand Oaks.

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

Baldwin Park ACC
4275 N. Elton Street
Baldwin Park, CA 91706
(626) 962-3577

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

Lancaster ACC
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Palmdale ACC
38550 Sierra Highway
Palmdale, CA 93550
(661) 575-2888

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 18, 2019, the Board approved a Joint Exercise of Powers (JPA) agreement between the County of Los Angeles Department of Animal Care and Control (Department) and the City of Thousand Oaks (City), with a term of five years. Because the City is located in Ventura County, a JPA is an appropriate document to establish the relationship between the Department and the City rather than a standard service agreement. This is in accordance with California Government Code requirements applicable to the County of Los Angeles' ability to contract for services with a governmental entity outside the boundaries of Los Angeles County.

The proposed JPA closely follows the previous JPA, with revisions and updates made to reflect the Department's current services and billing methodology. The Description of Services within the JPA further explains the available services offered. The Service Level Request in the JPA allows the City to select individual services.

The primary purpose of the JPA is for the Department to provide animal control services to the City of Thousand Oaks from July 1, 2024, through June 30, 2029. The current JPA is scheduled to expire on June 30, 2024.

The City will receive an annual Service Level Request form for completion, should it wish to adjust its service levels or update its contact information. The City may also submit a revised Service Level Request form if their needs change. The Service Level Request will aid the City in assessing and managing the fiscal impact of future services. It also establishes a process for requesting specific services to effectively meet the City's unique needs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan Goal III.3, which focuses on Pursuing Operational Effectiveness, Fiscal Responsibility, and Accountability. These actions not only enhance the efficiency of our operations but also make economic and logistical sense for both the Department and the City, given the close proximity of the Agoura Animal Care Center.

FISCAL IMPACT/FINANCING

The City will reimburse the Department monthly for the services provided. The Department will bill the City at the established rates, which are calculated annually by the County's Auditor-Controller. These billing rates are determined in accordance with the requirements outlined in California Government Code Section 51350 and the policies and procedures adopted by the Board. The Fiscal Year 2023-24 Billing Rates for the City (Attachment C) are attached for your reference.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed draft JPA has been approved as to form by County Counsel. The JPA with the City contains standard language related to contract authorization, administration, deployment of personnel, terms, performance, indemnification, termination, and payment for services. The term of the JPA will be up to five years and will not surpass June 30, 2029.

The Director will execute the JPA with the City and implement an annual process to confirm or modify desired service levels.

IMPACT ON CURRENT SERVICES

The City is billed on an hourly basis for services such as field work, license enforcement, and other specialized tasks. Services provided at care centers are invoiced based on the number of cats and dogs impounded from within the City's jurisdiction. The City has the flexibility to choose from a range of field service levels and can opt for either full-time or limited/as-needed services. This service level selection process allows the City to tailor their preferred service levels to their specific needs.

CONCLUSION

Upon Board approval, please return one adopted copy of this board letter to the Department.

Respectfully submitted,

MARCIA MAYEDA
Director

MM:DU:WD:BK:rke

s:\brd corr\blss\2023 bls\2.6.24 joint exercise of powers agreement\bl joint exercise of powers 2024-29.doc

Enclosure

c: Auditor-Controller
Chief Executive Office
County Counsel
Executive Office

**JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF
LOS ANGELES AND THE CITY OF THOUSAND OAKS RELATING TO
ANIMAL CARE AND CONTROL SERVICES**

This Agreement ("Agreement") is made between the COUNTY OF LOS ANGELES, a subdivision of the State of California (hereinafter referred to as "the County") and the CITY OF THOUSAND OAKS, a municipal corporation of the State of California, including those areas within the boundaries of the City of Thousand Oaks that are under the control of Conejo Recreation and Parks District, and the Conejo Open Space Conservation Agency (hereinafter referred to as "the City"),

RECITALS

The City and the County are charged with the duty of providing Animal Care and Control Services within their respective territorial boundaries; and

The City is desirous of entering into an agreement with the County to provide animal care and control services to the City within the City's territorial boundaries through the County's Department of Animal Care and Control (hereafter referred to as "the Department"); and

The County is desirous of entering into an agreement to render such animal care and control services under the terms and conditions set forth in this Agreement; and

Such agreements are authorized and provided for by the provisions of 56 3/4 of the Los Angeles County Charter and the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code relating to the joint exercise of powers common to public agencies;

NOW, THEREFORE, the City and the County, for and in consideration of the mutual benefits, promises and agreements set forth in this Agreement, do agree to exercise their common powers relating to the provisions of animal care and control services to the City as follows:

Section 1. SERVICES. The County agrees through the Department, to provide animal control services within the incorporated limits of the City to the extent and in the manner set forth in this Agreement and its Attachments.

Except as otherwise provided, such services will be limited to the duties and functions of the type customarily rendered by the Department under the Charter of Los Angeles County and the statutes of the State. The County will provide services in accordance with the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments thereto and under the Thousand Oaks Municipal Code provisions required to be enforced under the most recently executed Attachment B "Service Level Request."

The rendition of services, the standard of performance and other matters incidental to the performance of services, and the control of personnel so employed will remain with the County. In the event of a dispute between the parties to this Agreement as to the duties and functions to be rendered, or the minimum level or manner of performance of such service, the City will be consulted and a mutual determination will be made by both the County and the City. The County will have the final and conclusive determination of any unresolved dispute.

Section 2. AUTHORIZATION FOR SERVICE. The City hereby authorizes the County to enforce the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments thereto, as well as applicable sections of the Thousand Oaks Municipal Code, as identified in the latest executed Attachment B "Service Level Request," within the City limits and on behalf of the City. To facilitate the performance of these functions, it is agreed that the County will have full cooperation and assistance from the City, its officers, agents, and employees.

The City may at any time request a change in the level of service by completing a revised Attachment B, Service Level Request form, and submitting the form to the Department. The revised level of service to be provided and the current fiscal year billing rate will be signed and authorized by the City and the Department representative and attached to this Agreement as an amendment.

The City is not limited to the services indicated, but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of the Department to provide. The County reserves the right to determine, in its sole discretion, whether the Department can provide requested services.

Section 3. SUPPLIES. For performing functions under this Agreement, the County will provide all labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service.

Nothing in this Agreement prohibits the City from providing, at the City's expense, additional resources for the County to utilize in the performance of the services.

Any use of special supplies, stationery, notices, and/or forms other than the standard Department format must be approved by the Director of the Department and supplied by the City at its own expense.

Section 4. STATUS OF EMPLOYEES. All persons performing services and functions for the City will be County employees and no City employee as such will be taken over by the County, and no person employed will have any City pension, civil services, or any status or right relating to City employee benefits.

For the purpose of performing services under this Agreement, and only for the purpose of giving authority for Department staff to provide these services, every County officer and/or employee engaged in performing any service will be deemed to be a contracted officer or agent of the City while performing services for the City, provided the service is within the scope of this Agreement and is a municipal function.

All City employees who work with the Department under the Agreement will remain employees of the City and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the County. No City employee will become an employee of the County unless by specific additional agreement in the form of a merger contract, which must be concurrently adopted by the City and County. Except as otherwise specifically set forth in the Agreement or in the attached Service Level Request, to the extent the County provides the City with animal licensing services, neither the City employees nor their agents will perform any function related to the licensing of animals, including collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the Department for services performed by employees of the Department.

Section 5. EMPLOYEE SALARIES. The City will not assume any liability for the direct payment of salaries, wages, or other compensation to County personnel performing services under this Agreement for the County or any liability other than that provided for by this Agreement.

Section 6. NOTICES. Each Party must designate a Primary Contact, identified in Attachment B, Service Level Request, to facilitate the services which are the subject of the Agreement. Except for necessary communications required for day-to-day facilitation of the services under the Agreement, which may be delivered by telephone, email, or in person, all notices or demands required, permitted, or desired to be given by one party to the other must be in writing and mailed to the other party's Primary Contact at the address identified in Attachment B, Service Level Request. Addresses and persons to be notified may be changed by either party by giving written notice to the other party.

Notices to the County of Los Angeles must be addressed as follows:

County of Los Angeles Department of Animal Care and Control
Contracts and Grants Division
Attn: Contract City Liaison
5898 Cherry Avenue
Long Beach, CA 90805
Phone: (562) 379-9722

Notices to the City must be addressed to the contact person listed on the most recent Service Level Request on file and/or the current City Official or City Manager.

Section 7. INDEMNIFICATION. The City will indemnify, defend, and hold harmless the County, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury

or damages arising out of the City's performance or non-performance of this Agreement. The County will indemnify, defend, and hold harmless the City, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the County's performance or non-performance of this Agreement.

Section 8. INSURANCE. During the term of this Agreement, the County will carry workers' compensation coverage as required by law. The County is permissibly self-insured for worker's compensation coverage under the laws of the state of California. Also during the term of this Agreement, the County will maintain a program of commercial insurance coverage as described below ("Required Insurance"). All Required Insurance, except for worker's compensation coverage as set forth above, will be issued by a financially responsible company or companies authorized to do business in the State of California. The City will reimburse the County for the cost of required policies, to a mutually agreeable insurance premium price, in accordance with Section 11 of this Agreement. The Required Insurance will also name the City, its elected officials, employees, agents, and volunteers as additional insureds. The County in no way warrants that the Required Insurance is sufficient to protect the City from liabilities which may arise from or relate to this Agreement.

Required Insurance:

(1) Commercial General Liability Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming the City, its officers, elected officials, employees, and 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

Automobile Liability. Coverage will be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. The insurance will cover liability arising out of the County's use of autos pursuant to this Agreement.

The City will promptly report to the County any injury, property damage, accident, or incident, including any injury to a City employee occurring or arising from this Agreement. The City will also promptly notify the County of any third party claim or suit filed against the City which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against the City and/or the County.

Section 9. TERM. Unless sooner terminated as provided for in this Agreement, this Agreement will be effective July 1, 2024, or when signed by the Parties, whichever is later, and will remain in effect until June 30, 2029.

At the option of the County and with the consent of the City, this Agreement may be renewable for successive periods not to exceed five (5) years each.

Section 10. TERMINATION. Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party at least sixty (60) days before the termination date.

This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) days before the date specified for the termination.

The City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed under the Agreement. In such an event the Agreement will terminate sixty (60) calendar days from the date of the City's notice to the County.

In the event of termination, each party will fully discharge all obligations owed to the other party that accrued before the date of the termination, and each party will be released from all obligations which would otherwise accrue after the date of termination.

Section 11. PAYMENT PROVISIONS. The City will pay the full cost to the County for providing animal care and control services at rates determined by the County of Los Angeles Auditor-Controller and set forth in the current Attachment C, Joint Exercises of Powers Agreement Billing Rates.

The County may keep and retain any and all individual animal license fees and penalty assessments collected by the County as an offset against the City's obligation to pay the full cost of animal care and control services.

In the event that the license fees and penalty assessments exceed the total costs due to the County, a refund check will be issued to the City by the County within sixty (60) days after the issuance of the applicable invoice.

The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within twenty-one (21) days after the close of each calendar month. The City will pay the County for all undisputed amounts within thirty (30) days after the date of the invoice.

If payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest on the unpaid amount. For all disputed amounts, the City will provide the County with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) days after receipt of the invoice. The Parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) days after the date of the written resolution.

Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date of the written resolution.

Section 12 SERVICE RATES. The City will pay for the services provided under the term of this Agreement at the rate established by the County of Los Angeles Auditor-Controller. The rates indicated in the City-County Municipal Service Billing Rates form (Attachment C) will be readjusted by the County annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures

for the determination of rates established by the County. The City will be billed based on the service level described in the current Service Level Request form (Attachment B). The cost of additional services requested under this Agreement and not set forth in the Service Level Request form will be determined by the Department in accordance with the policies and procedures established by the County.

Section 13. COLLECTION REPORTS. In each monthly summary invoice, the City will receive a credit from the County for all applicable redemption fees collected from or on behalf of the owner of an animal that is claimed from the custody of the Department, up to the maximum amount billed to the City for that animal.

The City will not receive any credit for adoption fees (whether paid by an individual or an organization) or animal disposal fees.

Section 14. ADMINISTRATIVE SUPPORT. If requested, the Department will use its best efforts to attend one in-person meeting with the City, up to three hours duration, per quarter at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of the Department's contract management staff's time at meetings requested by the City. Due to a lack of availability of meeting space in County facilities, the City will provide a mutually agreed upon meeting space and location for all in-person meetings or meet at the Department's headquarters in Long Beach, California.

If requested, the Department will use its best efforts to send representatives to the City's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the Department is needed.

If requested, the Department will use its best efforts to coordinate a conference call meeting once per month at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of County representatives' time at meetings requested by the City.

The Department will make available upon request, at no charge to the City, the reports listed in Attachment A, Description of Services, at the intervals indicated in that attachment. For any additional reports that are not included in Attachment A, Description of Services, or those requested at more frequent intervals, the Department will account for the hours of staff time required to produce the reports. The County will provide, at no charge to the City, up to 12 hours of staff time annually for any additional requested reports. The City will be responsible for any excess hours at the current billing rate for staff time as listed in Attachment C, City-County Municipal Services Billing Rates.

Section 15. RECORDS. The County will keep separate records for the City in such form and manner as the Auditor-Controller of the County of Los Angeles may specify. Records will be open for examination by the City during business hours, upon reasonable advanced notice.

Section 16. AMENDMENTS. All changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and the City Manager or his/her designee.

Section 17. ENTIRE AGREEMENT. This Agreement, including Attachment A, Description of Services, the most recent Attachment B, Service Level Request, and the latest Attachment C, Joint Exercise of Powers Agreement Billing Rates, constitute the complete and exclusive statements of the Parties, which supersede all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of the Agreement. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County. The Director of the Department or his/her designee is authorized by the County to execute amendments.

Section 18. COUNTERPARTS. The Agreement may be executed in counterparts (including via facsimile), which will become effective only when every party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to the County and retained as part of the original Agreement.

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IN WITNESS THEREOF, the County of Los Angeles by order of its Board of Supervisors has caused this Agreement to be executed by the Director of the Department of Animal Care and Control and the City has caused this Agreement to be executed on its behalf by its authorized representative.

CITY OF THOUSAND OAKS

COUNTY OF LOS ANGELES

By _____
City Manager Date

By _____
MARCIA MAYEDA Date
Director, Animal Care and Control

By _____
City Clerk Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
City Attorney Date

By _____
Senior Deputy Date

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
DESCRIPTION OF SERVICES

I. Animal Care Services

The County of Los Angeles Department of Animal Care and Control (Department) maintains seven animal care centers that accept stray, lost, abandoned, and relinquished animals. The Department also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or lost animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to euthanasia or adoption to a new home, pursuant to State law. The holding period may vary and may be extended in an attempt to reunite the animal with an identified owner or for other reasons.

The Department is dedicated to providing appropriate and safe housing to all animals accepted into the Department's care. The Department is required by law to provide a safe environment with proper food, water, shelter, opportunity for exercise, and medical care for the animals it houses. Medical care may be provided by Department staff or, at the Department's sole discretion, outsourced to a contracted veterinarian.

As requested by the City in Attachment B, Service Level Request, the Department will provide the City with either: Full Care Center Services; Animal Care for Transfer only; or No Care Center Services.

A. Full Care Center Services

All animals collected in the field within the boundaries of the City or determined to have originated from within the boundaries of the City may be housed at a County animal care center. Admitted animals will be vaccinated and provided medical care, food, water, and shelter. The Department may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet or finding a new one. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

The Department will make reasonable attempts to house animals from the City at the animal care center closest to the City. The nearest animal care center to the City will be designated as the primary animal care center. There may be circumstances in which the Department will house animals collected from the City at an alternate location.

Full Animal Care Center services include:

- Providing food, water, shelter, enrichment, and medical care for animals in the Department's care;
- Holding stray animals and attempting to reunite them with their owners;
- Accepting unwanted animals surrendered by their owners;
- Making best efforts to find new adoptive homes for domestic animals and livestock;
- Quarantine and observation of animals for rabies and other diseases at the direction of the Department of Public Health;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters;
- Holding animals that are the subject of criminal investigations or other legal or administrative proceedings;
- Spay and neuter services for dogs and cats pursuant to State law;
- Medical treatment and surgeries to make animals more adoptable;
- Euthanizing sick, injured, dangerous, unweaned, feral, or un-adoptable animals;
- Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations;
- Filing annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes;
- Connecting pet owners to services to increase owner retention of pets; and
- Maintaining regular hours of operation for the public.

B. Animal Care for Transfer

If the City has opted for Animal Care for Transfer services in Attachment B, the Department will provide temporary housing until the City has transported the animal(s) to another animal care facility. Services will be the same as described for Full Shelter Service above. The Department will only release animals to be transported to an animal care facility approved in advance by the Department and documented in Attachment B. The Department will only release an animal to persons capable of transferring an animal safely in a vehicle appropriate for the humane transfer of the animal. The City will be responsible for all costs of the temporary care and housing at the Department's animal care center, as well as the subsequent costs of transportation, care, and housing at the animal care location of the City's choice. The Department may refuse to release an animal for transport if, in the reasonable assessment of the Department, the vehicle in which the City desires the animal(s) to be transported poses an unacceptable risk of harm to the animal(s) or others, or if the animal is

ill or injured to the extent that transportation would cause further injury or suffering.

The Department will not provide transportation from the field or from a County animal care center to any alternate animal care location, except as necessary for the needs of the County. If necessary, the Department may transport an animal(s) to an alternative animal care location of the City's choice and the City will be responsible for the cost of such transport at the current billing rate for field service staff.

The City will be responsible for all costs for the admission, care, and housing at the Department's animal care center, as well as the subsequent costs of care and housing at any animal care facility of the City's choice. The City's designated animal care center location is listed in Attachment B, Service Level Request.

II. Field Services

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10, "Animals," and all future amendments, except as otherwise agreed to by the Parties in Attachment B, Service Level Request.

A request by the City for the Department to enforce Los Angeles County Code, Title 10, Chapter 37, will authorize the Department to provide an administrative hearing process to accomplish the enforcement when applicable.

In order to harmonize the terms of this Agreement with the provisions of the City's municipal code, the City must adopt Title 10 "Animals" of the Los Angeles County Code ("Title 10"). The City may adopt or opt out of provisions of Title 10 only as agreed to by the Department. The City is encouraged, but not required to, adopt Title 10 in such a way as to incorporate all future amendments.

The Department will inform the City of any proposed changes to Title 10 with as much advance notice as practical, with the intention to provide the City with an opportunity to submit input to the Department and the County related to the proposed changes. The Department will notify the City of the passage of any change to Title 10 by the County Board of Supervisors as soon as practical. The Department will inform the City whether the City may adopt or opt out of the changes to Title 10.

Description of Field Services

The Department will provide sufficient resources and services for animal control field services. Services consist of Department personnel performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Promptly responding to reports of vicious and dangerous animals that pose a threat to public safety;

- Capturing, reuniting, and admitting stray domestic animals;
- Capturing and impounding or returning domestic animals at large;
- Accepting and caring for animals surrendered by their owners;
- Removal of dead land animals (limited to a maximum of 150 pounds) from public and private property as set forth in Section 10.12.130 of the County Code;
- Educating the public and enforcing State laws and local ordinances, including leash laws, animal cruelty laws, and the laws relating to keeping wild or exotic animals;
- Investigating cases for possible criminal prosecution, including misdemeanor and felony crimes; issuing citations; collecting evidence; preparing reports; testifying in court and other hearings;
- Investigating appropriate cases for potential administrative actions pertaining to animals; preparing appropriate documentation to pursue administrative declarations; conducting administrative hearings, consistent with state and County laws; and defending declarations that are challenged in court;
- Rescuing ill, injured, or abused animals;
- Enforcing animal nuisance complaints such as excessive animal noise and other violations; issuing administrative or criminal citations as appropriate;
- Assisting local law enforcement with their investigations when animals are involved, such as the service of search warrants and impounding animals as evidence or when necessary for those belonging to persons taken into custody;
- Responding to emergencies such as fires, earthquakes, floods, and other natural or manmade disasters to rescue and temporarily house animals, or to provide care for animals in evacuation zones;
- Maintain a 24-hour dispatch and communications center to receive calls for service and dispatch staff for field response as appropriate; and
- Maintaining records in accordance with applicable laws and policies.

A. Standard Service Plan

The Standard Service Plan includes answering calls for service 24 hours per day, seven days per week, dispatching or assigning field staff, and performing duties in the field based on priority, location, and availability of staff. Services provided under the Standard Service Plan are similar to those services the Department provides to unincorporated communities in Los Angeles County.

B. Limited Service Plan

The Limited Service Plan includes standard services on a part-time basis during days and hours specified in the Service Level Request. Billing rates are described in Attachment C, City-County Municipal Services Billing Rates.

III. Alternatives to Care Center Admissions

The Department's "Alternatives to Care Center Admissions" services are activities that go beyond providing housing for dogs and cats, and have the effect of keeping pets out of care centers and in homes and healthy environments. This includes staff counseling pet

owners or connecting them with resources such as free pet food and supplies, medical vouchers, temporary housing, access to a medical helpline, and other critical resources all intended to help keep pets with their families. The Department also offers a variety of pet assistance programs, known collectively as the Pets Are Family (PAF) program, which is funded almost entirely through donations and grants received by the Department. A summary of the programs offered under PAF can be found on our website (<https://animalcare.lacounty.gov/dacc-support-services>).

As a result of these efforts, the number of dogs and cats admitted into Department animal care centers has decreased dramatically due to the Department reducing preventable pet surrenders. These programs are only available to cities that opt into Full Care Center Services and are charged at a flat per capita rate as indicated in Attachment C, City-County Municipal Services Billing Rates.

Managed Intake

Managed Intake (MI) is a strategy that allows agencies to manage and reduce the flow of both owned pets and homeless animals into their care, which is accomplished by partnering with the community and providing resources and solutions. Through the Department's intervention services, pet owners receive support in the form of consultation, financial resources, and referrals — both medical and behavioral — to assist them with their pet-related issues. MI has reduced the number of surrendered animals admitted to the Department's care centers to those who have no other opportunity for rehoming. This is reducing the costs for cities that are associated with sheltering cats and dogs.

Components of Managed Intake:

- Community Engagement is key to successfully employing Managed Intake, giving the community an opportunity to foster, network animals, facilitate adoptions, and to develop solutions to keep pets with their owners.
- The Department encourages people who have found stray animals to attempt to reunite the pets with their families. The Department also encourages residents to allow free roaming cats to remain where they live, as these are often pets or community cats.
- To reduce the relinquishment of owned pets, the Department will provide resources such as training, food, and supplies, or other support to help keep pets in their homes.
- Public safety and animal welfare are a priority. Animals that pose a safety threat will immediately and safely be admitted by the Department, as will animals that are sick or injured.

IV. Individual Animal Licensing Services

Adult dogs four months of age and older are required by State law to have individual licenses. The City may request that the Department enforce licensing requirements in the City for dogs, cats, or other animals as described in Attachment B. The City may adopt

the County's fees for individual animal licenses or set its own fees as permitted in Attachment B.

License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment are received and processed on a fee-per-license basis. Pet owners may opt into a one- or three-year license option for their pets. A current license will be required before an animal will be released to a resident of the City. Fees from one- and three-year licenses collected will be credited to the City monthly in arrears.

The Department's animal licensing services include:

- Issuing animal licenses for pets as requested by the City;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties, and other financial remittances;
- Maintaining a database for animal licensing, records of calls for service, and actions taken; and
- Maintaining the Rabies Vaccination Certificate tool database which scans rabies vaccination data reported by private veterinary clinics to identify unlicensed pets in our jurisdictions and generate compliance notices to pet owners.

V. Additional Outreach and Enforcement Services Options

The City may request that the Department provide additional services as outlined below.

A. Animal License Enforcement Services

License Enforcement Services provides staff to perform individual animal license enforcement in designated areas within the City. This program includes:

- Issuing new licenses and renewing expired licenses;
- Issuing citations to violators of animal licensing ordinances;
- Collecting license revenue, delinquency charges, and authorized fees; and
- Recording licensing data in the Department's database.

B. Animal Facility Licensing

The Department's Animal Facility Licensing program provides staff to perform animal facility inspections and licensing to animal-related businesses or organizations that require a license under Title 10 of the County Code. Animal-related facilities are inspected annually to ensure the safety and well-being of the animals as well as the

health and safety of the public. Licensees are provided a letter grade based on the results of the inspection.

The Department retains facility license fees to offset the cost of annual inspections and related administrative costs. Staff time for licensing and inspections is not billed to the City. Investigations in response to complaints about activities at a licensed location are conducted by field officers based in the Department's animal care centers and are billed in accordance with Attachment C, City-County Municipal Services Billing Rates.

This program includes:

- Annual inspection of any premise used by an animal-related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities;
- Issuing grades to animal facilities consistent with the requirements of Section 10.28.270 of the County Code;
- Follow-up inspections of animal facilities as necessary;
- Collection of license fees to offset the cost of services; and
- Documentation and maintenance of records as necessary.

C. Vaccination and Microchip Clinics

California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics." The Department holds periodic low-cost rabies vaccination and microchip clinics at its animal care centers. If the City chooses additional rabies vaccination and microchip clinics, the following services are offered:

- Providing or assisting in arranging for low-cost vaccinations and microchips;
- Staffing low-cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
- Licensing animals vaccinated at the clinic; and
- Assisting jurisdictions in promoting these community-based clinics.

D. Spay/Neuter Trust Fund

The City may elect to contribute \$5.00 per altered and unaltered dog license to the Spay/Neuter Trust Fund. Participation in the Spay/Neuter Trust Fund allows the Department to offer a low-cost or free spay/neuter program for the City's residents who wish to have their pets spayed or neutered. The Department staff will work with animal care center veterinary clinics and mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them.

VI. Records

Upon reasonable notice, the Department will make available to authorized representatives of the City, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to the Agreement. The City must ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 7920.000 et. seq.).

Upon request, the following standard reports are available from the Department on a monthly basis:

1. Dogs and/or Cats Impounded
2. Animals Returned to Owners
3. Dogs and/or Cats Abandoned
4. Special Admission Dog & Cat
5. Other Animals Impounded
6. Quarantined Dogs and/or Cats
7. Special Admission Other Animals
8. Private Veterinarian (Outside Medical Expense)
9. Dead Animal Pick Up Requests
10. Types of Calls for Service
11. Location of Admission
12. Public Hours performed at a specific Animal Care Center

In accordance with Section 4.7 of the Services Agreement, the Department will provide up to 12 hours of staff time annually for producing special reports to the City at no cost. Additional staff time will be charged to the City at the current reimbursement rate for applicable staff time.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL**

AND

THE CITY OF

FISCAL YEAR 2023-24 SERVICE LEVEL REQUEST

I. Animal Care Center Services

The level of animal care center service that the City requests and the County agrees to, is (select one of the three options below):

☐ Full Service

Primary animal care center:

☐ Animal Care Center Services for Transfer

City's Animal Care Facility contact information:

Agency Name: _____

Telephone: _____

Address: _____

☐ No Animal Care Center Services

II. Field Services

The level of field service that the City requests and the County agrees to, is (select one of the three options below):

- ☐ Standard Service Plan
☐ Limited Service Plan (check all applicable boxes below)

Full County Field Services	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Priority County Field Services - Priority 1 Calls Only (As Determined by Department Policy)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Standby County Field Services (Service Requests only from City Personnel; the City will screen calls from the public)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Humane Investigations – as needed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Administrative Investigations – as needed (LACC Title 10, Chapter 37, Potentially Dangerous/Vicious Dogs)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Administrative Compliance (Post hearing compliance checks will be handled by DACC on City's behalf)	<input type="checkbox"/> Yes <input type="checkbox"/> No

City's Animal Control (Field Services) contact information:

Department Name: _____

Telephone: _____

Address: _____

- ☐ No Field Services

III. Individual Animal Licensing

- ☐ The City agrees to have the County provide individual animal licensing and has adopted the license fees outlined in Los Angeles County Code.
- ☐ The City agrees to have the County provide individual animal licensing and has adopted the following license fees (please provide a copy of the applicable ordinance or resolution):

Altered Dog	\$	Altered Cat	\$
Unaltered Dog	\$	Unaltered Cat	\$
Senior-owned Altered Dog	\$	Senior age is defined as age	
Military Veteran w/ Disability Altered Dog	\$		
Delinquency Charge	\$	Delinquency charge applies after:	days
Other Special License Fee	\$	Description/criteria:	
Field Enforcement Fee* (select one)	<input type="checkbox"/> \$40.00		
	<input type="checkbox"/> \$0.00		

*Only applicable when licensing is initiated in the field by Department employees.

Current license fees adopted by the City on _____, 20_____.

- ☐ No Animal Licensing Services

IV. Outreach and Enforcement Services

A. Animal Facility Inspection and Licensing (Costs included in overhead—not billed)

- ☐ The City requests the County to license animal-related facilities (including inspection and grading services) in the City.
- ☐ No animal facility licensing services--the City will conduct its own program. (Please provide contact information below.)

The City's animal facility program contact information:

Department Name: _____

Telephone: _____

Address: _____

B. Vaccination and Microchip Clinic(s)

- ☐ The City requests the County to provide or assist in arranging for vaccination clinic(s) in the City, utilizing Department personnel to also license animals during the vaccination clinic(s), at the applicable rate for staff time.
- ☐ No vaccination or licensing clinic services.

C. Spay/Neuter Trust Fund

- ☐ Participate in the Spay/Neuter Trust Fund to allow residents access to low-cost spay/neuter services.
- ☐ No participation in the Spay/Neuter Trust Fund.

V. Enforcement of County Code

- ☐ The City agrees to the enforcement of Title 10 with no exceptions.
- ☐ The City agrees to the enforcement of Title 10 with the following pre-approved exception(s): (please mark all that apply)
- ☐ 10.20.350: Mandatory Spay and Neuter. The City does not require the spay/neuter of:
 - ☐ Dogs
 - ☐ Cats
 - ☐ 10.20.185: Mandatory Microchipping. The City does not require the microchipping of:
 - ☐ Dogs
 - ☐ Cats
 - ☐ 10.20.038: Number of dogs and cats. In the City the following number of animals are allowed per household:
Dogs _____ Cats _____ Total of _____ dogs/cats
 - ☐ 10.20.030: Mandatory Cat Licensing. Domestic cats are subject to:
 - ☐ Voluntary Cat Licensing
 - ☐ No Cat Licensing
 - ☐ 10.28.020: Animal Facility Licensing. The County will not license/inspect animal facilities.
 - ☐ 10.40.060: Excessive Animal Noise Complaints. The City will conduct its own noise enforcement.

City's Animal Noise Complaint contact information:

Department Name: _____

Telephone: _____

Address: _____

E-mail: _____

VI. Requested Additions to Title 10 Enforcement

Please list individual municipal code sections requested to be enforced by the Department. (Please ensure your municipal code contains adequate enforcement authority.)

COUNTY			
City Code Section No.	City Code Section Title	Approved	Not Approved

VII. Contact Information

County Primary Contact

Name: Bradley Kim
Title: Contracts and Grants Division Liaison
Address: 5898 Cherry Avenue
Long Beach, CA 90805
Telephone: (562) 379-9722
E-mail: Bkim@animalcare.lacounty.gov

County Alternate Contact

Name: Andrew Zhao
Title: Administrative Services Manager I
Address: 5898 Cherry Avenue
Long Beach, CA 90805
Telephone: (562) 379-9720
E-mail: azhao@animalcare.lacounty.gov

City Primary Contact

Name: _____
Title: _____
Address: _____

Telephone: (____) _____
E-mail: _____

City Alternate Contact

Name: _____
Title: _____
Address: _____

Telephone: (____) _____
E-mail: _____

VIII. Annual/Amended Service Request Approval

For the City:

Authorized City Representative
(Printed Name)

Authorized Signature
(Signature)

Date

Title

Telephone Number

For the County:

Marcia Mayeda

Director
Dept. of Animal Care and Control

Authorized Signature
(Signature)

Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/24/2024	
BOARD MEETING DATE	2/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Los Angeles County Development Authority (LACDA)	
SUBJECT	ADOPT RESOLUTIONS TO ISSUE MULTIFAMILY HOUSING MORTGAGE REVENUE BONDS TO FINANCE THE DEVELOPMENT OF THE LAS DAHLIAS PROJECT	
PROGRAM	Housing Investment & Finance	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: No County cost Funding source: TERMS (if applicable): Explanation: There is no impact on the County General Fund. The Bonds will be repaid solely through rent revenues collected by 3rd & Dangler LP (Borrower). The Borrower will pay all fees and related costs.	
PURPOSE OF REQUEST	The purpose of this action is to authorize the issuance, sale, and delivery of supplemental tax-exempt bonds in an aggregate principal amount not to exceed \$4,800,000 to finance the acquisition, construction, rehabilitation, or development of the Project. The Project is located at 4643 East 3rd Street, 4653 East 3rd Street and 219 South Dangler Avenue in unincorporated East Los Angeles. The Project includes 39 special needs units (15 studio units and 24 one-bedroom units) reserved for individuals and families earning 30% of the Area Median Income (AMI), 38 general affordable units (five studio units, 25 one-bedroom units, and eight two-bedroom units) reserved for individuals and families earning between 50% and 60% AMI, and one two-bedroom property manager's unit.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The LACDA is authorized to issue multifamily revenue bonds to assist in financing for nonprofit public benefit organizations or for-profit corporations with a public benefit project, including the Borrower. In order for the LACDA to issue such Bonds, the LACDA and the County must execute the following actions: (1) The LACDA must conduct a public hearing to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code; and (2) the County must approve a resolution approving the plan of financing and authorizing the LACDA to issue the Bonds. Although the LACDA will be issuing the Bonds at the request of the Borrower, the financing cannot proceed without the approval of the applicable elected legislative body.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Lynn Katano, Director of Housing Investment & Finance, (626) 586-1806, Lynn.Katano@lacda.org	

February 6, 2024

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

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

Dear Supervisors and Commissioners:

**ADOPT RESOLUTIONS TO ISSUE MULTIFAMILY HOUSING MORTGAGE
REVENUE BONDS TO FINANCE THE DEVELOPMENT OF THE LAS DAHLIAS
PROJECT
(DISTRICT 1) (3 VOTE)**

SUBJECT

This letter requests that your Board approve authorizing resolutions and related actions for the issuance, sale, and delivery of tax-exempt Multifamily Housing Mortgage Revenue Bonds to finance the site acquisition, construction, rehabilitation, or development of Las Dahlias (formerly known as 3rd & Dangler), a 78-unit supportive housing development located in unincorporated East Los Angeles.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

1. Find that adoption of the Resolutions is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action will not have the potential of causing a significant effect on the environment.

2. Adopt and instruct the Chair to sign the attached Resolution approving the issuance of supplemental tax-exempt Multifamily Housing Mortgage Revenue Bonds (Bonds) by the Los Angeles County Development Authority (LACDA), in an aggregate principal amount not exceeding \$4,800,000 to assist 3rd & Dangler LP (Borrower), or an LACDA-approved designee, to finance the site acquisition, construction, rehabilitation, or development of Las Dahlias (Project), a 78-unit supportive housing development located at 4643 East 3rd Street, 4653 East 3rd Street and 219 South Dangler Avenue in unincorporated East Los Angeles.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:

1. Find that adoption of the Resolutions is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action will not have the potential of causing a significant effect on the environment.
2. Adopt and instruct the Chair to sign the attached Resolution authorizing the issuance, sale and delivery of supplemental tax-exempt Multifamily Housing Mortgage Revenue Bonds (Bonds) in an aggregate principal amount not to exceed \$4,800,000 to finance the site acquisition, construction, rehabilitation, or development of Las Dahlias (Project), a 78-unit supportive housing development, located at 4643 East 3rd Street, 4653 East 3rd Street and 219 South Dangler Avenue in unincorporated East Los Angeles.
3. Authorize the Executive Director or designee to negotiate, execute, and if necessary, amend or terminate all related documents and take all necessary actions for the issuance, sale, and delivery of the Bonds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to authorize the issuance, sale, and delivery of supplemental tax-exempt Multifamily Housing Mortgage Revenue Bonds in an aggregate principal amount not to exceed \$4,800,000 to finance the acquisition, construction, rehabilitation, or development of the Project.

The Project is located at 4643 East 3rd Street, 4653 East 3rd Street and 219 South Dangler Avenue in unincorporated East Los Angeles. The Project is currently under construction on what was vacant, unimproved land. The project aims to utilize public land to building housing for some of the County's most vulnerable residents. The Project includes 39 special needs units (15 studio units and 24 one-bedroom units) reserved for individuals and families earning 30% of the Area Median Income (AMI), 38 general affordable units (five studio units, 25 one-bedroom units, and eight two-bedroom units) reserved for individuals and families earning between 50% and 60% AMI, and one two-bedroom property manager's unit.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The Bonds will be repaid solely through rent revenues collected by the Borrower. The Borrower will pay all fees and related costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 15, 2020, the Board of Commissioners adopted an inducement resolution declaring the intent of the LACDA to undertake the financing of a Multifamily Housing Mortgage Revenue Bonds project in accordance with U.S. Treasury Department regulations. This action established a base date after which costs incurred by the Borrower for the Project could be included in the acquisition and permanent financing obtained pursuant to the issuance of tax-exempt Bonds.

On September 15, 2020 the Board of Supervisors adopted a resolution approving the issuance of Multifamily Housing Mortgage Revenue Bonds and related actions in accordance with Section 147(f) of the Internal Revenue Code of 1986 (the "Code"). This action provided approval by the applicable elected representative of the governmental unit on whose behalf the Bonds were issued after a public hearing was held following a reasonable public notice.

On May 18, 2021 the Board of Commissioners adopted a resolution authorizing the issuance, sale, and delivery of a tax-exempt multifamily housing mortgage revenue bond in an aggregate principal amount not to exceed \$22,000,000 and taxable multifamily housing mortgage revenue bonds in an aggregate principal amount not to exceed \$12,000,000 for the purpose of making a loan to provide financing for the Project. This action authorized and empowered the LACDA to issue and sell revenue bonds for the purpose of making loans or otherwise providing funds to finance the acquisition, construction, rehabilitation and development of the Project.

On September 26, 2023, the Board of Commissioners adopted an additional inducement resolution declaring the intent of the LACDA to undertake the financing of a Supplemental Multifamily Housing Mortgage Revenue Bonds project in accordance with U.S. Treasury Department regulations. This action established a base date after which costs incurred by the Borrower for the Project could be included in the acquisition and permanent financing obtained pursuant to the issuance of supplemental tax-exempt Bonds.

The LACDA is requesting authority to issue these supplemental Bonds to assist the project in closing a financing gap that arose during the rising construction costs as a result of the volatile market.

The LACDA is authorized to issue multifamily revenue bonds to assist in financing for nonprofit public benefit organizations or for-profit corporations with a public benefit project, including the Borrower. In order for the LACDA to issue such Bonds, the LACDA

and the County must execute the following actions: (1) The LACDA must conduct a public hearing to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code; and (2) the County must approve a resolution approving the plan of financing and authorizing the LACDA to issue the Bonds. Although the LACDA will be issuing the Bonds at the request of the Borrower, the financing cannot proceed without the approval of the applicable elected legislative body.

On January 16, 2024, the LACDA conducted a telephonic hearing regarding the issuance of the tax-exempt Bonds to finance the Project at its office located at 700 West Main Street in Alhambra. No comments were received at the hearing concerning the issuance of the tax-exempt Notes or the nature and location of the Project.

The attached Resolutions were prepared by Hawkins Delafield & Wood LLP, LACDA Bond Counsel, and approved as to form by County Counsel.

Pursuant to California Government Code Section 5852.1, a required public disclosure document for this Bond issuance is also attached. All other related documents, in substantially final form, are on file with the Executive Office. They will be approved as to form by County Counsel prior to execution by the authorized parties.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not a project pursuant to CEQA because they are activities that are excluded from the definition of a project by Section 15378 (b) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment.

IMPACT ON CURRENT PROJECT

The proposed actions are a necessary step to provide bond financing for the Project, which will increase the supply of affordable multifamily housing in the County with long-term affordability.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosures

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES APPROVING THE ISSUANCE OF MULTIFAMILY HOUSING
MORTGAGE REVENUE BONDS AND RELATED ACTIONS

WHEREAS, the Los Angeles County Development Authority (the “LACDA”) intends to adopt a plan of financing to sell and issue, from time to time, one or more multifamily housing mortgage revenue bonds in one or more series, and at no time to exceed \$4,800,000 in outstanding aggregate principal amount (the “Bonds”), in order to assist in financing (including reimbursement of the expenditures of the Borrower (herein defined)) the acquisition, construction and development of a multifamily rental housing development consisting of 78 units located at 4655 E. 3rd Street, Los Angeles, in the County of Los Angeles, California (the “Project”), to be owned by 3rd & Dangler LP, a California limited partnership (or an affiliate, assign or designee) (the “Borrower”); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the Bonds are required to be approved prior to their issuance by the applicable elected representative of the governmental unit on whose behalf the Bonds are expected to be issued and by each governmental unit having jurisdiction over the area in which any facility financed by such Bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the interest on the Bonds may qualify for exclusion from gross income under Section 103 of the Code, only if the Bonds are approved in accordance with Section 147(f) of the Code; and

WHEREAS, the Project is located wholly within the County of Los Angeles, California (the “County”); and

WHEREAS, this Board of Supervisors is the elected legislative body of the County and is the applicable elected representative of the LACDA within the meaning of Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the LACDA has, following notice duly given, held a public hearing regarding the plan of financing and the issuance of such Bonds on January 30, 2024, and now desires that the Board of Supervisors approve the issuance of such Bonds within the County; and

WHEREAS, this Board hereby finds and declares that this Resolution is being adopted pursuant to the powers granted by law.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above recitals, and each of them, are true and correct.
2. This Board of Supervisors hereby approves the plan of financing and the issuance of the Bonds by the LACDA to further finance costs of the Project in the County. It is the purpose and intent of this Board of Supervisors that this Resolution constitute approval of the plan of financing and the Bonds by the applicable elected representative of

the issuer of the Bonds and the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with Section 147(f) of the Code.

3. The proper officers of the LACDA are hereby authorized and directed to take whatever further action relating to the aforesaid financial assistance may be deemed reasonable and desirable, provided that the terms and conditions under which the Bonds are to be issued and sold shall be approved by the Board of Commissioners of the LACDA in the manner provided by law prior to the sale thereof.

4. The Chief Executive Officer-Clerk of the Board of Supervisors or a deputy thereof is directed to certify and deliver a copy of this Resolution to the LACDA.

5. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED by the Board of Supervisors of the County of Los Angeles,
State of California, this ____ day of February, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By _____
Chair of the Board of Supervisors

ATTEST:

CELIA ZAVALA,
Chief Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Behnaz Dushakman
Senior Deputy

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF TAX-EXEMPT MULTIFAMILY HOUSING MORTGAGE REVENUE BOND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,800,000 FOR THE PURPOSE OF MAKING A LOAN TO PROVIDE ADDITIONAL FINANCING FOR A MULTIFAMILY RENTAL HOUSING PROJECT PREVIOUSLY KNOWN AS 3RD AND DANGLER APARTMENTS (NOW RENAMED LAS DAHLIAS), DETERMINING AND PRESCRIBING CERTAIN MATTERS RELATING THERETO, AND APPROVING AND AUTHORIZING THE EXECUTION OF RELATED DOCUMENTS, AGREEMENTS AND ACTIONS.

WHEREAS, the Los Angeles County Development Authority (the “LACDA”) is authorized and empowered by the provisions of Section 34312.3 of the Health and Safety Code of the State of California (the “Act”) to issue and sell revenue bonds or notes for the purpose of making loans or otherwise providing funds to finance the acquisition, construction, rehabilitation and development of multifamily residential rental housing projects, including units for households meeting the income limits set forth in the Act; and

WHEREAS, the LACDA previously issued its Los Angeles County Development Authority Multifamily Housing Mortgage Revenue Bond (3rd and Dangler Apartments) 2021 Series F-1 (Tax-Exempt) in the aggregate principal amount of \$22,000,000 in the form of a draw down bond and its Los Angeles County Development Authority Multifamily Housing Mortgage Revenue Bond (3rd and Dangler Apartments) 2021 Series F-2 (Taxable) in the aggregate principal amount of \$10,400,000 in the form of a draw down bond to assist in the financing of the acquisition, development and construction of a multifamily rental housing development consisting of 78 units located at 4655 E. 3rd Street, Los Angeles, California 90022, in the County of Los Angeles (the “Project”), previously known as 3rd and Dangler Apartments (now renamed Las Dahlias) and owned by 3rd & Dangler LP, a California limited partnership, or an affiliate, assign or designee thereof (the “Borrower”); and

WHEREAS, there has been prepared and presented to this Board of Commissioners (this “Board”) for consideration at this meeting the documentation required for the issuance of one or more series of bonds for the further financing of the Project; and

WHEREAS, pursuant to Section 5852.1 of the California Government Code, this Board has received the following information as a good faith estimate of the cost of the Project financing and the LACDA has disclosed such information in accordance with Section 5852.1 of the California Government Code: (a) the true interest cost of the Bond (as hereafter defined); (b) the finance charge of the Bond, including all third party expenses; (c) the amount of proceeds received by the LACDA for the sale of the Bond less the finance charge of the Bond and any reserves or capitalized interest paid or funded with proceeds of the Bond; and (d) the total payment amount; and

WHEREAS, it appears that each of the documents and instruments above referred to which are now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered for the purposes intended.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Los Angeles County Development Authority, as follows:

1. It is hereby found and determined that it is necessary and desirable for the LACDA to provide additional financing for the Project through the issuance, sale and delivery of the Bond in order to assist in the acquisition, construction and development of the type of dwelling units provided by the Project.

2. For the purpose of raising moneys with which to effectuate additional financing for the Project, the LACDA hereby determines to issue its Multifamily Housing Mortgage Revenue Bond (Las Dahlias), 2024 Series [Letter Designation] (or such other name or series designation as may be designated by officers or agents of the LACDA), in one or more series or subseries, each with an appropriate series designation (the "Bond"), in an aggregate principal amount not to exceed \$4,800,000. The Bond shall bear interest at the interest rate set forth in or determined in accordance with a Trust Indenture (the "Original Indenture"), by and between the LACDA and U.S. Bank National Association, as trustee thereunder (the "Trustee"), as amended and supplemented by that certain First Supplemental Indenture, by and between the LACDA and the Trustee (the "First Supplemental Indenture" and, together with the Original Indenture, the "Indenture") maturing as provided in the Indenture, but not later than 35 years from the date of issuance. The Bond shall be in substantially the form set forth in the Indenture, with such appropriate variations, omissions, insertions and provisions as are permitted or required by the Indenture, which shall be appropriately completed when the Bond are prepared. The Bond shall be limited obligations of the LACDA, payable solely from the income, revenues, proceeds and other amounts pledged therefor under the Indenture. The Bond shall be executed, either manually or by facsimile, by the Chair of the Board of Commissioners or the Executive Director of the LACDA.

3. The proposed form of the First Supplemental Indenture, in the form presented to this meeting, is hereby approved. Each of the Chair of this Board, the Executive Director of the LACDA and their respective designee is each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Indenture, in substantially said form, with such additions thereto or changes therein as such officer may approve or recommend upon consultation with counsel to the LACDA and Bond Counsel to the LACDA (provided that such additions or changes shall not authorize an aggregate principal amount of Bond in excess of the amount stated above or result in an initial interest rate on the Bond in excess of 12%), the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Indenture. The proposed form of the Bond, as set forth in the Indenture, is hereby approved, and the Chair of this Board, the Executive Director of the LACDA and their respective designee is each hereby authorized and directed to execute, by manual or facsimile signatures of such officers, and the Trustee is hereby authorized and directed to authenticate, by manual signature of an authorized officer of the Trustee, the Bond in substantially such form, and the LACDA and the Trustee are each hereby authorized and directed to deliver the Bond to the purchaser, which shall be JPMorgan Chase Bank, N.A., or an affiliate thereof in accordance with the Indenture. The Bond may, if so provided in the Indenture, be issued as a "draw down" bond to be funded over time as provided in the Indenture. The date, maturity date, interest rate

or rates, interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the Bond shall be as provided in the Indenture as finally executed.

4. The proposed form of First Amendment to Loan Agreement (the “First Amendment to Loan Agreement”), in the form presented to this meeting, is hereby approved. Each of the Chair of this Board, the Executive Director of the LACDA and their respective designee is each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the First Amendment to Loan Agreement, with such additions or changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the First Amendment to Loan Agreement.

5. The proposed form of First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants (the “First Amendment to Regulatory Agreement”), in the form presented to this meeting, is hereby approved. Each of the Chair of this Board, the Executive Director of the LACDA and their respective designee is each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the First Amendment to Regulatory Agreement, with such additions or, changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the First Amendment to Regulatory Agreement.

6. This Board hereby appoints the Executive Director of the LACDA or his/her designee as administrator/manager with respect to the Project and other matters arising in connection with the Bond (the “Administrator”).

7. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this resolution, whether before or after the issuance of the Bond, including without limitation any of the foregoing which may be necessary or desirable in connection with any default under or amendment of such documents, any transfer or other disposition of the Project or any redemption of the Bond, may be given or taken by the Administrator without further authorization by this Board, and the Administrator is hereby authorized and directed to give any such consent, approval, notice, order or request and to take any such action which such officer may deem necessary or desirable to further the purposes of this resolution.

8. All actions heretofore taken by the officers and agents of the LACDA with respect to the sale, issuance and delivery of the Bond are hereby approved, confirmed and ratified, and the proper officers of the LACDA are hereby authorized and directed, for and in the name and on behalf of the LACDA to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, including but not limited to those described in the Bank Loan Agreement, as amended, and the other documents herein approved, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bond and to

effectuate the purposes thereof and of the documents herein approved in accordance with this resolution and resolutions heretofore adopted by the LACDA.

9. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Los Angeles County Development Authority, this _____ day of February, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Chair of the Board of Commissioners

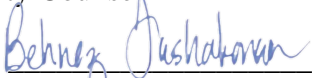
ATTEST:

CELIA ZAVALA
Executive Officer – Clerk
of the Board of Commissioners

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:  _____
Senior Deputy

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/24/2024	
BOARD MEETING DATE	2/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Los Angeles County Development Authority (LACDA)	
SUBJECT	APPROVE CONTRACTS FOR PAINTING SERVICES	
PROGRAM	Public Housing	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$600,000	Funding source: Program funds included in the LACDA's approved Fiscal Year 2023-2024 budget
	TERMS (if applicable):	
	Explanation: Two contracts at up to \$300,000 per contract. May be extended up to four additional years at the same annual amount.	
PURPOSE OF REQUEST	These services will provide the LACDA with complete residential painting services for residential units, communal lobbies, and administrative offices required throughout its properties to adequately address vacant unit maintenance and general building painting maintenance.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On September 37, 2023, a pre-bid meeting was held with eleven participating contractors attending. On October 12, 2023, eight bids were received for painting services by the submission deadline. The two lowest most responsive and responsible bidders are being recommended for the contract awards.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Matt Fortini, Acting Director of Housing Operations (626) 586-1890 Matt.Fortini@lacda.org	

February 6, 2024

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 CONTRACTS FOR PAINTING SERVICES
(ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter recommends approval of two Contracts with Piana Construction & Painting, Inc., and Louis Loizu dba New Color Co., to provide painting services to various public and affordable housing developments and administrative sites managed by the Los Angeles County Development Authority (LACDA).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Executive Director, or designee, to execute two one-year Contracts for painting services (Contracts) with Piana Construction & Painting, Inc., and Louis Loizu dba New Color Co., using up to \$300,000 per Contract, or \$600,000 total in program funds included in the LACDA's approved Fiscal Year 2023-2024 budget and proposed Fiscal Year 2024-2025 budget, to be effective following approval as to form by County Counsel and execution by all parties.
2. Authorize the Executive Director, or designee, to execute amendments to the Contracts, following approval as to form by County Counsel, to extend the term for an additional four additional years, in one-year increments, with an annual compensation of \$300,000 per Contract, using funds to be included in the LACDA's annual budget approval process.
3. Authorize the Executive Director, or designee, to amend the Contracts to modify the Statement of Work, add services, and increase the annual compensation by up to \$30,000 (10%) per year per Contract as needed for unforeseen costs.

4. Authorize the Executive Director or designee, upon his determination and as necessary and appropriate under the terms of the Contracts, to terminate either Contract for convenience.
5. Find that approval of Contracts to provide painting services is exempt from the California Environmental Quality Act (CEQA), as described herein, for the reasons stated in this Board letter and the record of the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve two Contracts for painting services for various public and affordable housing developments and administrative sites managed by the LACDA. These services will provide the LACDA with complete residential painting services for residential units, communal lobbies, and administrative offices required throughout its properties to adequately address vacant unit maintenance and general building painting maintenance.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund.

The cost for the first year of service will be up to \$300,000 per Contract, or \$600,000 total for both Contracts, using funds included in the LACDA's approved Fiscal Year 2023-2024 budget and proposed Fiscal Year 2024-2025 budget.

If extended, the cost of the second through the fifth year of the Contract will remain at the same annual amount of up to \$300,000 per Contract, using program funds included in the LACDA's annual budget approval process.

A 10% contingency, in the amount of \$30,000 per year per Contract, is also being set for any additional needed painting services. If both Contracts are fully extended, the total Contract and contingency amount for all five years will be \$3,300,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These Contracts will primarily be federally funded and is not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the Greater Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, Piana Construction & Painting, Inc., and Louis Loizu dba New Color Co., will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) assistance be

directed to low and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

ENVIRONMENTAL DOCUMENTATION

The proposed action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3) because it involves maintenance activities that will not have a physical impact on, or result in any physical changes to the environment. The action is exempt from the provisions of CEQA pursuant to State CEQA Guideline 15301 because it involves activities that do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On September 20, 2023, an Invitation for Bids (IFB), Painting Services, Solicitation Number LACDA23-130, was conducted to identify contractors to provide painting services to the LACDA. The IFB solicitation was posted on both LACDA's solicitation portal as well as on the County's WebVen website.

On September 27, 2023, a pre-bid meeting was held with eleven participating contractors attending. On October 12, 2023, eight bids were received for painting services by the submission deadline. The two lowest most responsive and responsible bidders are being recommended for the Contract awards. The Summary of Outreach Activities is provided in Attachment A.

IMPACT ON CURRENT PROJECT SERVICES

Approval of the proposed Contracts will provide the LACDA with painting services necessary to maintain LACDA properties. These painting services will facilitate vacant unit maintenance throughout properties to maintain a safe condition for residents.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosures

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/24/2024		
BOARD MEETING DATE	2/6/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	DAAA Colima Road – City of Whittier Boundary to Fullerton Road Project		
PROGRAM	Transportation		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
DEADLINES/ TIME CONSTRAINTS	The Metro Grant associated with this project will need to be renewed/extended if the project is not adopted by the Board during this fiscal year.		
COST & FUNDING	Total cost: \$38,500,000.00	Funding source: Metro Grant, City of Industry, Road Fund, and First and Fourth Supervisorial Districts' Transportation Improvement Programs.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Approve a Cooperative Agreement between the County of Los Angeles and the City of Industry and delegate authority to adopt the plans and specifications, advertise, and award and execute a construction contract for the Colima Road – City of Whittier Boundary to Fullerton Road Project in the City of Industry and in the unincorporated communities of Hacienda Heights, Rowland Heights, and Whittier.		
BACKGROUND (include internal/external issues that may exist including any related motions)	This project includes resurfacing the existing roadway, widening and expansion of portions of the road to improve the flow of traffic, installation of Class II bike lanes, and landscaping improvements.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. The project will extend the service life of the roadways, reduce wear and tear on vehicles, and enhance the quality of life in the community.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847 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>

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

February 6, 2024

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
APPROVE COOPERATIVE AGREEMENT AND
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
COLIMA ROAD – CITY OF WHITTIER BOUNDARY TO FULLERTON ROAD
PROJECT ID NO. RDC0014911
IN THE CITY OF INDUSTRY AND IN THE UNINCORPORATED COMMUNITIES OF
HACIENDA HEIGHTS, ROWLAND HEIGHTS, AND WHITTIER
(SUPERVISORIAL DISTRICTS 1 AND 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Cooperative Agreement between the County of Los Angeles and the City of Industry to provide financing and delegation of responsibilities for the design and construction of the Colima Road – City of Whittier Boundary to Fullerton Road Project, and to carry out the accelerated delivery of the project, including delegated authority to adopt the plans and specifications, and procure and execute a construction contract for the proposed project in the City of Industry and in the unincorporated communities of Hacienda Heights, Rowland Heights, and Whittier.

IT IS RECOMMENDED THAT THE BOARD:

1. Determine that the recommended actions are within the scope of the Colima Road – City of Whittier Boundary to Fullerton Road Project impacts analyzed in a Mitigated Negative Declaration, previously adopted by the Board of Supervisors on August 2, 2022.
2. Authorize the Chair of the Board of Supervisors to sign the Cooperative Agreement between the County of Los Angeles and the City of Industry related to the funding of the Colima Road – City of Whittier Boundary to Fullerton Road Project. The Cooperative Agreement provides for the County to perform the preliminary engineering and administer construction of the project, with the City of Industry and the County to finance their respective jurisdictional shares of the project cost estimated to be \$7,508,000 and \$26,569,400, respectively.
3. Authorize the Director of Public Works or his designee to execute amendments and modifications of a nonmaterial nature to the Cooperative Agreement to incorporate necessary nonmaterial, programmatic, and administrative changes.
4. Approve the Colima Road – City of Whittier Boundary to Fullerton Road 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 \$24,300,000 and \$36,450,000 for the Colima Road – City of Whittier Boundary to Fullerton Road Project.
5. Delegate authority to the Director of Public Works, acting as the Road Commissioner, or his designee to instruct the Interim Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement with the Notice Inviting Bids when ready to advertise this project.
6. Delegate authority to the Director of Public Works, acting as the Road Commissioner, or his designee to open and examine bids received at a public meeting called by the Director of Public Works, acting as the Road Commissioner, or his designee and 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.

7. Delegate authority to the Director of Public Works, acting as the Road Commissioner, or his designee to award and execute a construction contract for the Colima Road - from City of Whittier Boundary to Fullerton Road Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$24,300,000 and \$36,450,000.
8. Delegate to the Director of Public Works, acting as the Road Commissioner, or his designee, the following authority in connection with this contract: (a) extend the date and time for the receipt of bids consistent with the requirements of California Public Contract Code, Section 4104.5; (b) permit the substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in California 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 California Public Contract Code Section 20395; (d) accept the project upon its final completion; and (e) release retention money withheld consistent with the requirements of California Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will comply with the California Environmental Quality Act; allow the Board to approve and instruct the Chair to sign the Cooperative Agreement between the County of Los Angeles and the City of Industry to design and construct road improvements in the City of Industry and in the unincorporated communities of Hacienda Heights, Rowland Heights, and Whittier; and allow Public Works to construct roadway improvements along Colima Road (see Enclosure A).

The project includes limited roadway widening, pavement resurfacing, traffic signal modifications, median landscaping, pavement striping to accommodate an additional travel lane and bike lanes, and monument signage. The project will improve the flow of traffic, increase safety for roadway users, and improve the medians along Colima Road, which promotes sustainability and accessibility for area residents and commuters.

The Board's approval of the Cooperative Agreement is necessary for the financing and delegation of responsibilities for the project (see Enclosure B).

It is anticipated the work will start in December 2024 and be completed in February 2027.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Objective II.2.4, Promote Active and Healthy Lifestyles; as well as Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to encourage the use of alternate modes of transportation and 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 is in the range of \$24,300,000 to \$36,450,000. The total project cost is estimated to be \$38,500,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, consultant services, survey, right-of-way and utility clearances, contract administration, change order contingency, and other County services.

A portion of the project is within the City of Industry. The County-City Cooperative Agreement provides for the County to perform the preliminary engineering and administer the construction of the project with the City of Industry and County to finance their jurisdictional shares of the project cost estimated to be \$7,508,000 and \$26,569,400, respectively.

The construction of the project will be administered utilizing grant funds in the amount of \$4,422,600 through the Los Angeles County Metropolitan Transportation Authority 2011 Call for Projects. The pavement work along Colima Road between Hacienda Boulevard and Halliburton Road and the traffic signal upgrades at the intersection of Colima Road and Stimson Avenue, estimated at \$1,500,000, is 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). The remaining County's share of \$25,069,400 is funded with the First and Fourth Supervisorial Districts' Transportation Improvement Programs Proposition C Local Return Funds for roadway improvements, estimated at \$10,590,400 and \$1,449,000, respectively; and Measure M Local Return Funds for landscaping improvements, estimated at \$10,621,000 and \$2,409,000, respectively. Funding for this project is included in the Road Fund (B03 – Capital Assets-Infrastructure and Services and Supplies) and the First and Fourth Supervisorial Districts'

Transportation Improvement Programs in the Measure M Local Return Fund (CN2 – Capital Assets-Infrastructure and Services and Supplies) and Proposition C Local Return Fund (CN9 – Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2023-24 Budget. Funding for future years will be requested through the annual budget process.

The annual maintenance cost of the landscaping improvements is estimated to be \$80,000. Commencing in Fiscal Year 2027-28, funding for the ongoing maintenance cost will be made available and requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Contract Code Section 20391 allows the Board to delegate preparation and approval of plans and specifications to the Director of Public Works, acting as the Road Commissioner, or his designee on a project-by-project basis. Once plans are prepared and 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 California Public Contract Code. It is anticipated that the project will advertise for bids within two months from the adoption of the Board Letter.

Public Contract Code Section 20393 allows the Board to authorize the Director of Public Works, acting as the Road Commissioner, or his designee to publicly open bids and award the contract to the lowest responsible bidder. Change orders will be approved and executed as permitted by Public Contract Code Section 20395. 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.

Effective June 7, 2023, Countywide Community Workforce Agreement (CWA) applies to projects with an estimated construction contract value of \$5,000,000 or greater. Therefore, the CWA will apply to this project. The contractor and all subcontractors must comply with all terms and conditions of the CWA, 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.

ENVIRONMENTAL DOCUMENTATION

On August 2, 2022, the Board approved the Mitigated Negative Declaration for the Colima Road Improvement Project - City of Whittier to Fullerton Road. The recommended action is within the scope of the project as described and analyzed in the previously adopted Mitigated Negative Declaration. There are no changes to the project or to the circumstances under which the project is undertaken that require further review under the California Environmental Quality Act.

The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter can be viewed online at <https://pw.lacounty.gov/uploads/tpp/Colima-Road-Project-IS-MND.pdf> or in person at Public Works, 900 South Fremont Avenue, 11th Floor, Alhambra, California 91803. The custodian of such documents at Public Works is the Transportation Planning and Programs Division, Environmental Planning and Assessments Section.

Upon the Board's approval, Public Works will file a Notice of Determination 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 pursuant to Section 21092.2.

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:

<http://www.lacounty.gov/business/doing-business-with-the-county>

<http://pw.lacounty.gov/general/contracts/opportunities>

Also, the contract solicitation will be advertised through web-based and social media platforms, including X (formerly 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 Consumer and Business Affairs 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.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact on the City of Industry and the unincorporated communities of Hacienda Heights, Rowland Heights, and Whittier by improving traffic flow and pedestrian safety.

CONCLUSION

Please return an adopted copy of this letter to Public Works, Project Management Division III.

Respectfully submitted,

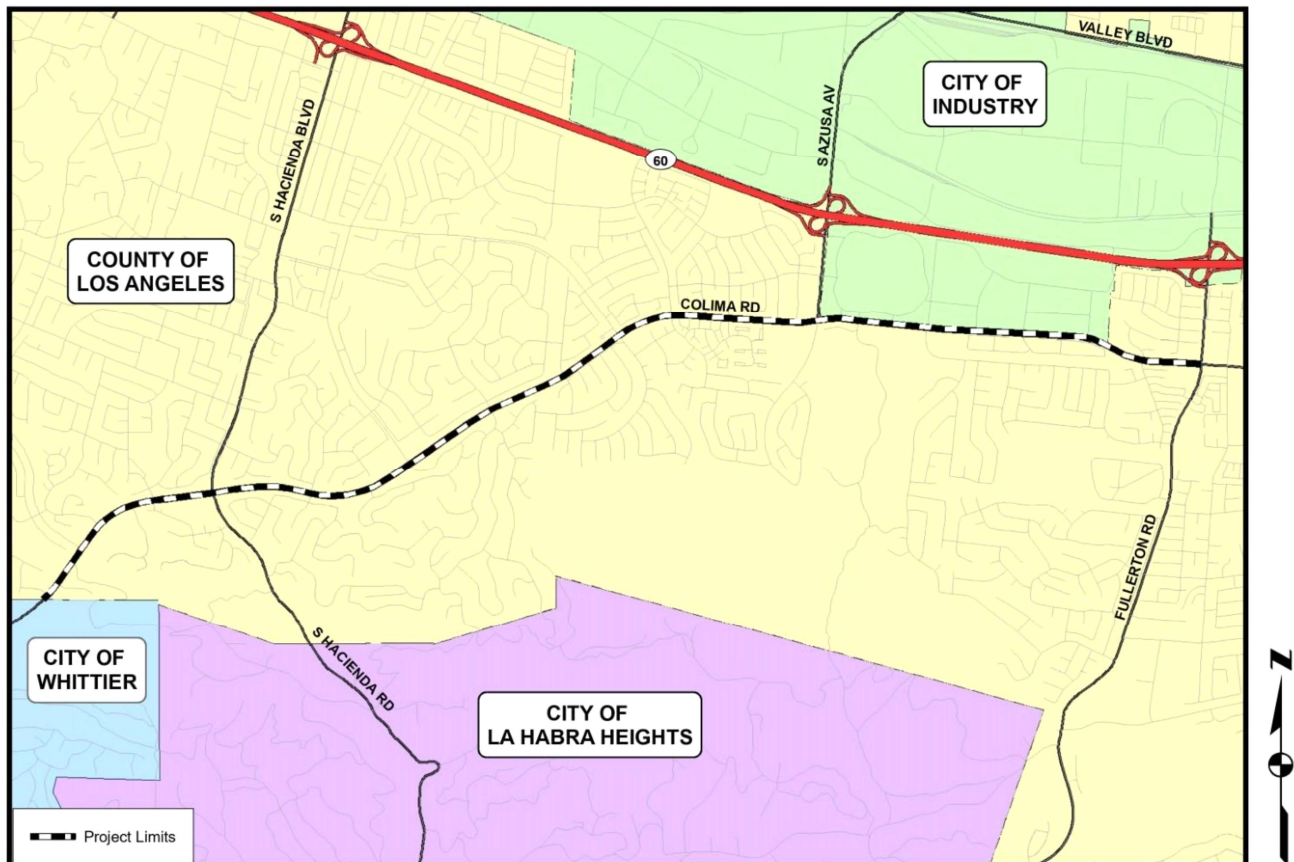
MARK PESTRELLA, PE
Director of Public Works

MP:RLG:ja

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department (Countywide Contract Compliance)

**COLIMA ROAD - CITY OF WHITTIER BOUNDARY TO FULLERTON ROAD
PROJECT ID NO. RDC0014911**



Data contained in this map is produced in whole or part from the Los Angeles County Department of Public Works' digital database.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF INDUSTRY, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, Colima Road is on the Highway Element of CITY's General Plan and on the COUNTY's Highway Plan; and

WHEREAS, CITY and COUNTY propose to improve the roadway pavement of the following segments as described below, one of which is jurisdictionally shared between CITY and COUNTY:

Segment	Scope of Work	Jurisdiction Shared
Colima Road City of Whittier Boundary to Halliburton Road	Cold mill existing asphalt concrete pavement full width 1 1/2 inches and overlay with 1 1/2 inches of asphalt rubber hot mix pavement. Reconstruct left-turn pocket at Camino Del Sur.	COUNTY
Colima Road Azusa Avenue to 640 feet east of Stoner Creek Road	Relocation of existing streetlights.	CITY
Colima Road Halliburton Road to Azusa Avenue	Narrow existing median to 12 feet wide, widen the east bound right-turn lane at Azusa Avenue/Colima Road by 2 feet. Install Class II bike lanes in both directions.	COUNTY
Colima Road Azusa Avenue to 640 feet east of Stoner Creek Road	Narrow existing median to 10 feet wide, widen north side of the roadway by 2 feet. Install Class II bike lanes in both directions. Reconstruct curb, gutter, driveways, and sidewalk.	COUNTY and CITY
Colima Road 640 feet east of Stoner Creek Road to City Boundary	Narrow existing median to 12 feet wide, Install Class II bike lanes in both directions.	COUNTY
Colima Road Larkvane Road to Fullerton Road	Narrow existing median to 12 feet wide.	COUNTY

February 6, 2024

WHEREAS, the work will consist of pavement preservation, road widening, construction or modification of medians, curb and gutter, catch basins, curb ramps, installation of bike lanes, landscape improvements, traffic signal improvements, and street light relocation; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY and COUNTY; and

WHEREAS, the aforementioned work, which is included in a COUNTY-administered project named Colima Road from the City of Whittier Boundary to Fullerton Road project (hereinafter referred to as PROJECT); and

WHEREAS, one segment of the PROJECT is within the geographical boundaries of both CITY and COUNTY; and

WHEREAS, the PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, the COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for the PROJECT; and

WHEREAS, the COST OF PROJECT, includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and cost of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, the COST OF PROJECT is currently estimated to be Thirty-Two Million Six Hundred Thousand and 00/100 Dollars (\$32,600,000.00) with CITY'S estimated jurisdictional share being Seven Million Three Hundred Sixty Thousand and 00/100 Dollars (\$7,360,000.00), and COUNTY'S estimated share being Twenty-Five Million Two Hundred Forty Thousand and 00/100 Dollars (\$25,240,000.00); and

WHEREAS, the COUNTY has obtained a 2011 Call for Projects grant Project ID F5111 for the PROJECT from the Los Angeles County Metropolitan Transportation Authority (LACMTA) in the amount of Four Million Four Hundred Twenty-Two Thousand Five Hundred Sixty-Five and 00/100 Dollars (\$4,422,565.00); and

WHEREAS, the COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/LACMTA Call for Projects grant to finance a portion of COST OF PROJECT; and

WHEREAS, the allocation of the LACMTA grant is currently estimated to be Eight Hundred Fifty-Six Thousand and 00/100 Dollars (\$856,000.00) towards CITY's jurisdictional share, and Three Million Five Hundred Sixty-Six Thousand Five Hundred and 00/100 Dollars (\$3,566,500.00) towards COUNTY's jurisdictional share.

WHEREAS, the CITY is willing to finance its jurisdictional share of COST OF PROJECT, currently estimated to be Seven Million Three Hundred Sixty Thousand and 00/100 Dollars (\$7,360,000.00), by claiming its share of COUNTY/LACMTA grant funds, currently estimated to be Eight Hundred Fifty-Six Thousand and 00/100 Dollars (\$856,000.00) and contributing other CITY funds for the balance, currently estimated to be in the amount of Six Million Five Hundred Four Thousand and 00/100 Dollars (\$6,504,000.00); and

WHEREAS, the CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within the CITY's jurisdiction, plus twenty (20) percent for PRELIMINARY ENGINEERING costs, plus fifteen (15) percent for CONSTRUCTION ADMINISTRATION costs, plus four and half (4) percent of the combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards California Contract Cities Association Liability Trust Fund. altogether estimated to be Seven Million Three Hundred Sixty Thousand and 00/100 Dollars (\$7,360,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, *et seq.*, of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and within the unincorporated COUNTY areas, respectively, referenced in this AGREEMENT.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising the PROJECT for construction bids.
- c. COST OF PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of PRELIMINARY ENGINEERING and shall include any and all costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the construction contractor(s) for

the PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of the PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of the PROJECT in accordance with plans and specifications approved by the CITY and the COUNTY.

- e. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
 - f. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and COST OF PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION; right-of-way acquisition and clearance matters, if any; and all other work necessary to complete PROJECT in accordance with the plans and specifications approved by the CITY and the COUNTY and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
 - g. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and a written notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION have been completed and are transferred to CITY for the purpose of operation and maintenance.
- (2) CITY AGREES:
- a. To finance CITY'S jurisdictional share of COST OF PROJECT, currently estimated to be Seven Million Three Hundred Sixty Thousand and 00/100 Dollars (\$7,360,000.00), by claiming its share of COUNTY/LACMTA grant funds, currently estimated to be Eight Hundred Fifty-Six Thousand and 00/100 Dollars (\$856,000.00) and contributing other CITY funds in the amount of Six Million Five Hundred Four Thousand and 00/100 Dollars (\$6,504,000.00), the actual amounts of which are to be determined by a final accounting, pursuant to paragraph (4) a. below.
 - b. To deposit with the COUNTY at or before award of construction contract and upon demand by the COUNTY Six Million Five Hundred Four Thousand and

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00/100 Dollars (\$6,504,000.00) to finance its remaining estimated jurisdictional share of the COST OF PROJECT; hereinafter referred to as (CITY'S PAYMENT). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.

- c. To grant to the COUNTY, at no cost to the COUNTY, access to any right of way that CITY owns or has an easement over that is necessary for the construction of PROJECT.
- d. To provide COUNTY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.
- e. Upon request of the COUNTY, to relocate all street light poles in the CITY, as needed to complete the PROJECT, at no cost to the COUNTY.
- f. Upon receipt of a permit application from the COUNTY and approval of construction plans for PROJECT, to issue COUNTY any necessary permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION at no cost to COUNTY.
- g. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in securing temporary construction easements and permits, and in all things necessary and proper to complete the PROJECT.
- h. To cooperate with the COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- i. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.

Upon completion of PROJECT to accept full and complete ownership of PROJECT within CITY'S jurisdiction, and to operate and maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

- j. To comply with all applicable federal, State, and local laws, rules and ordinances in the performance of this AGREEMENT.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To utilize and share with CITY a portion of the COUNTY/LACMTA grant funds in the amount of Four Million Four Hundred Twenty-Two Thousand Five Hundred Sixty-Five and 00/100 Dollars (\$4,422,565.00) to finance a portion of the COST OF PROJECT.
- c. To finance COUNTY'S jurisdictional share of PROJECT, currently estimated to be Twenty-Five Million Two Hundred Forty Thousand and 00/100 Dollars (\$25,240,000.00) by using COUNTY's share of COUNTY/LACMTA grant funds, currently estimated to be Three Million Five Hundred Sixty-Six Thousand Five Hundred and 00/100 Dollars (\$3,566,500.00); and to contribute other COUNTY funds in the amount of Twenty-One Million Six Hundred Seventy-Three Thousand Five Hundred and 00/100 Dollars (\$21,673,500.00), the actual amounts of which are to be determined by a final accounting, pursuant to paragraph 4) a., below.
- d. To obtain CITY'S approval of plans for PROJECT prior to solicitation for construction bids.
- e. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto. All contracts entered into by County to complete this PROJECT shall have language wherein the contracting party indemnifies and defends the CITY and names the CITY as an additional insured, at the same level as the COUNTY.
- f. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be

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encountered during construction of PROJECT within COUNTY'S JURISDICTION.

- g. To provide all change orders for PROJECT within CITY'S JURISDICTION to CITY in a timely manner via electronic mail notification to the CITY inspector/office engineer assigned to the PROJECT. If CITY does not respond within ten (10) calendar days, COUNTY may proceed with change orders.
- h. In the event that a preliminary notice, stop payment notice, and/or action to enforce a stop payment notice is filed on the PROJECT, to provide CITY with a copy of same within three (3) business days. COUNTY shall be responsible for withholding the funds in compliance with Civil Code § 9350 *et seq.*
- i. To furnish CITY within one hundred eighty (180) calendar days after final reimbursement from LACMTA a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- j. Upon completion of PROJECT, to maintain and operate in good condition and at COUNTY'S expense, all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.
- k. To comply with all applicable Federal, State, and local laws, rules and ordinances in the performance of this AGREEMENT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT, except as provided for in paragraph (4) b., below. The cost of all work or improvements, including all engineering, administration, and all other costs incidental to PROJECT work, located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
- b. Based on the scope of work for the PROJECT within the CITY'S JURISDICTION as identified in this AGREEMENT, CITY'S jurisdictional share of the COST OF PRELIMINARY ENGINEERING is defined as CITY'S actual jurisdictional share of the COST OF PRELIMINARY ENGINEERING as provided for in paragraph (4) a., above or twenty percent (20 percent) of

CITY'S actual jurisdictional share of the COST OF CONSTRUCTION CONTRACT, whichever is less.

- c. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. In the event that CITY'S jurisdictional share exceeds the amount that CITY has deposited with COUNTY plus CITY's share of COUNTY/LACMTA grant funds, CITY shall pay to COUNTY any remaining charges that are undisputed within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges in excess of any amounts that CITY has deposited with COUNTY plus CITY's share of COUNTY/LACMTA grant funds or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- d. That if CITY'S PAYMENT, as set forth in paragraph (2) b. above is not delivered to the COUNTY office, which is described on the billing invoice prepared by the COUNTY within one-hundred-and-eighty (180) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning one-hundred-and-eighty (180) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect. Conversely, if the CITY's share of COST OF PROJECT is less than the said deposit, COUNTY shall refund the difference to CITY within one-hundred-and-eighty (180) calendar days after completion of final accounting of the actual COST OF PROJECT.
- e. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- g. This AGREEMENT may be terminated, amended, or modified only by mutual written consent of CITY and COUNTY. Terminations, amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works/City Engineer or their delegates.

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- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Joshua Nelson
City Manager
City of Industry
P.O Box 6500
City of Industry, CA 91744-3995

COUNTY: Mr. Mark Pestrella
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- i. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- j. Neither COUNTY nor its Special Districts, elected and appointed officers, employees, agents and volunteers shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any HAZARDOUS SUBSTANCES, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under any applicable federal, state, or local laws. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.

"HAZARDOUS SUBSTANCES" includes flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants hazardous wastes, medical wastes, toxic substances or related materials, explosives, methane, petroleum and petroleum products, and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Environmental Law, including any material, substance or waste that is: (i) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (ii) defined as a "hazardous waste" under Section 1004 of The Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*, as amended; (iii) defined as a "hazardous substance" or "hazardous waste" under Section 101 of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 *et seq.* or any so-called "superfund" or "superlien" law, including the judicial interpretations thereof; (iv) defined as a "pollutant" or "contaminant" under 42 U.S.C.A. § 9601(33); (v) defined as "hazardous waste" under 40 C.F.R. Part 260; (vi) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; or (vii) subject to any other Environmental Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source.

- k. Other than as provided below, neither CITY nor any officer, employee, agent or volunteer of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- l. Neither CITY nor any officer, employee, agent or volunteer of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the CERCLA the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4,

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COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- m. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- n. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32379 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF INDUSTRY on _____, 2024, and by the COUNTY OF LOS ANGELES on _____, 2024.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Board of Supervisors

JEFF LEVINSON
Interim Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

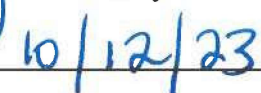
APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

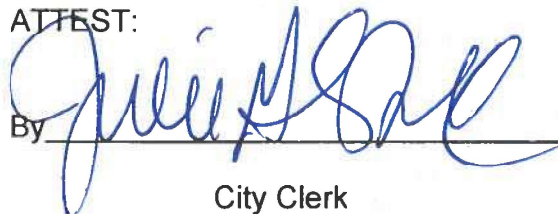
By  _____
Deputy

CITY OF INDUSTRY

By  _____
Mayor

Date:  _____

ATTEST:


By _____
City Clerk

APPROVED AS TO FORM:

By  _____
City Attorney

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	01/24/2024		
BOARD MEETING DATE	2/6/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works, Health Services, Mental Health		
SUBJECT	CP Harbor-UCLA Medical Center Replacement Program, Approve Construction Change Orders, and Agreements with Los Angeles County Sanitation and Flood Control Districts		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	Construction needs to commence, and agreements need to be executed in February 2024 to avoid delays to the Harbor-UCLA Medical Center (H-UCLA MC) Replacement Program Inpatient Tower.		
COST & FUNDING	Total cost: \$10,000,000	Funding source: Project is debt-financed through short-term Notes, long-term Bonds, or a combination of both types of financing mechanisms. There is sufficient funding in the \$1,695,000,000 project budget approved by the Board on February 8, 2022, to cover the cost of the proposed change orders.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval to execute four construction change orders with Hensel Phelps Construction Company for the H-UCLA MC Replacement Program, and agreements with Los Angeles County Sanitation and Flood Control Districts.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On February 8, 2022, the Board approved a revised total project budget of \$1,695,000,000 for the H-UCLA MC Replacement Program. On March 1, 2022, and June 8, 2022, the Board approved four total construction change orders with Hensel Phelps. Design and construction of the H-UCLA MC Replacement Program is ongoing and is on schedule to be completed by December 2027.</p> <p>Two of the four proposed change orders to Hensel Phelps' contract will transfer scope, which was previously planned as make-ready work to be carried out through Job Order or Low-Bid Contracts. This will facilitate the expedited demolition of existing buildings and construction and/or relocation of utilities and will avoid impacts to the program's schedule. The remaining two proposed change orders are design changes that include addition of infrastructure to support additional laboratory equipment as required for proper function of the laboratory program, and installation of site fencing to enhance campus security. The proposed agreements with Los Angeles County Sanitation and Flood Control Districts will allow construction to occur within their permanent easements.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The project will ensure that medical and mental health services continue to be provided to a community that has been historically underserved.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 2 - Health Integration/Alliance for Health Integration by consolidating all inpatient and outpatient clinical and mental health services on the Harbor-UCLA Medical Campus.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov		

February 6, 2024

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

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HARBOR-UCLA MEDICAL CENTER
REPLACEMENT PROGRAM
APPROVE CONSTRUCTION CHANGE ORDERS
AUTHORIZE EXECUTION OF AGREEMENTS WITH
LOS ANGELES COUNTY SANITATION AND FLOOD CONTROL DISTRICTS
CAPITAL PROJECT NO. 67965
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute four construction change orders with Hensel Phelps Construction Company and execute agreements with the Los Angeles County Sanitation and Flood Control Districts for the Harbor-UCLA Medical Center Replacement Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the scope of work to be carried out by the proposed change orders is within the scope of the environmental impacts analyzed in the previously certified Final Environmental Impact Report and subsequent Addenda Nos. 1, 2, and 3 for the Harbor-UCLA Medical Center Campus Master Plan.
2. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$3,000,000, to construct irrigation systems along Medical Foundation Drive, South Drive, and Meyler Street.
3. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$2,000,000, for infrastructure to support additional Laboratory equipment.

4. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$1,900,000, for the design and construction of a security booth and security fencing around the Central Plant and Loading Dock.
5. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with Hensel Phelps Construction Company, for a not-to-exceed amount of \$1,700,000, to demolish buildings within the footprint of Inpatient Tower, including demolition of utilities serving the buildings.
6. Approve and delegate authority to the Chief Executive Officer or her designee to execute Buildover Agreements with the Los Angeles County Sanitation Districts to allow Public Works to construct portions of the Replacement Program over the permanent easement held by the Los Angeles County Sanitation Districts.
7. Approve and delegate authority to the Chief Executive Officer or her designee to execute Buildover Agreements with the Los Angeles County Flood Control District to allow Public Works to construct portions of the Replacement Program over the permanent easement held by the Los Angeles County Flood Control District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the scope of work in the proposed change orders is within the scope of the previously certified Final Environmental Impact Report (FEIR) and subsequent Addenda Nos. 1, 2, and 3; authorize Public Works to execute four change orders, for a total not-to-exceed amount of \$8,600,000 within the Board approved project budget of \$1,695,000,000, with Hensel Phelps Construction Company; and approve and authorize the Chief Executive Officer to execute agreements with the LA County Sanitation and Flood Control Districts to construct buildings that will encroach onto their permanent easements for the Harbor-UCLA Medical Center (H-UCLA MC) Replacement Program.

Background

Senate Bill 1953 mandates that all California General Acute-Care Hospitals meet structural and nonstructural seismic strengthening requirements by January 1, 2030. The H-UCLA MC Replacement Program will not only bring the hospital in compliance with the mandate but also consolidate inpatient and outpatient services into new buildings that optimize operational effectiveness, reduce operation and maintenance costs, provide outpatient facilities that accommodate planned patient visits, implement sustainability, and create a campus designed for the well-being of patients and staff. The program

includes construction of an Outpatient/Support Building; an Inpatient Tower Building with 346 inpatient beds, including 36 psychiatric beds, new psychiatric emergency department, and permanent rooftop helistop; a 1,500-stall above-grade parking structure; a new Central Utility Plant to serve new buildings under the jurisdiction of the California Department of Health Care Access and Information; a new Support Services Building for the campus Information Technology and Facilities staff; a new Regional Laboratory; and related make-ready work, such as new surface lots, 66-kilovolt electrical substation, 12-kilovolt electrical building, and tenant improvements.

On February 8, 2022, the Board approved a total project budget of \$1,695,000,000 for the H-UCLA MC Replacement Program. The project budget included a stipulated sum design-build contract with Hensel Phelps for a maximum not-to-exceed contract sum of \$1,238,179,000; inclusive of a \$1,112,179,000 stipulated sum contract plus a \$30,000,000 Design Completion Allowance and a \$96,000,000 Medical Equipment Allowance. The Board letter also delegated authority to the Director of Public Works or his designee to approve change orders for a maximum \$750,000 subject to the limits that the aggregate amount of all such delegated authority change orders does not exceed 25 percent of the original contract amount as set forth in Public Contract Code Section 20145.

On March 1, 2022, the Board approved the execution of a change order to Hensel Phelps, for a not-to-exceed amount of \$4,300,000, to procure and install the modular buildings for the proposed Department of Mental Health (DMH) Adult Outpatient Interim Facility Project under the total \$6,500,000 budget, which includes construction, make-ready work, and associated soft costs within the H-UCLA MC Replacement Program designated for DMH Outpatient Programs.

On June 14, 2022, the Board approved the execution of a change order to Hensel Phelps, for a not-to-exceed amount of \$6,000,000, to demolish buildings within the footprint of Parking Structure A, including the make-ready work of relocation of services within the respective buildings and relocation of utilities to maintain utility services to buildings that remain; the execution of a change order to Hensel Phelps, for a not-to-exceed amount of \$1,200,000, to demolish buildings within the footprint of Inpatient Tower, including demolition of utilities serving the buildings; and the execution of a change order to Hensel Phelps, for a not-to-exceed amount of \$4,000,000, to procure and install site offices for Public Works at Parking Lot V, including the make-ready work of abatement and demolition of the existing buildings on the site.

Design and construction of the H-UCLA MC Replacement Program is ongoing and on scheduled to be completed by August 2027.

Proposed Change Orders: The recommended actions will approve four construction change orders with Hensel Phelps within the Board-approved project budget of \$1,695,000,000 (see Enclosure A). Two of the four proposed change orders will transfer scope, which was previously planned as make-ready work to be carried out through low-bid or Job Order Contracts (JOC), to the Hensel Phelps' scope of work. One proposed change order completes the Laboratory Equipment programming and design, which had not been previously completed due to time restraints prior to the Request for Proposal being issued, and one proposed change order will incorporate user requests for added fencing that were made during the design development.

New Irrigation Systems: The proposed change order is for a \$3,000,000 not-to-exceed fee, and includes the installation of the irrigation main and branch piping along Medical Foundation Drive and South Drive/Meyler Street. This proposed change order will transfer scope, which was previously planned as make-ready work, to Hensel Phelps' scope of work. This will allow Hensel Phelps to install the irrigation systems during the course of their work in these areas. It will also avoid Hensel Phelps from having to protect the system in place if installed by the make ready contractor.

Laboratory Equipment: The proposed change order is for a \$2,000,000 not-to-exceed fee, and includes the design and construction of infrastructure, electrical, low voltage, medical gases, plumbing, mechanical, and seismic bracing, to support additional laboratory equipment that was not identified in the Criteria Documents. At the time of Criteria Document finalization, the Department of Health Services' (DHS) laboratory consultant had completed partial scoping of the services to be provided by the new laboratory building. The design completed by Hensel Phelps in conjunction with DHS identified additional testing and laboratory equipment required for full functionality of the laboratory. This proposed change order is an additional scope that will be funded via construction contingency.

Security Fencing Around Central Plant and Loading Dock: The proposed change order is for a \$1,900,000 not-to-exceed fee and includes the design and installation of a fence and gates around the Central Plant parking lot and adjacent Loading Dock, which will secure the Central Plant, Loading Dock, and associated parking lots allowing only staff and approved vendor access and increasing pedestrian safety. The entrance to the secure area will include a security booth with electrical, mechanical, and security camera and monitors. This proposed change order is an additional scope that will be funded via construction contingency.

Inpatient Tower Enabling Work: On June 14, 2022, the Board-approved a proposed change order for a \$1,200,000 not-to-exceed fee for design and construction services to demolish, abate, and clear the current site of Buildings D-4.5, D-5, D-5.5, D-6, and D-9 and associated utilities. Due to additional scope required, including unforeseen utility rerouting, the proposed change order will add to a \$1,700,000 not-to-exceed fee. This

proposed change order will transfer scope, which was previously planned as make-ready work to be carried out through JOC, to Hensel Phelps' scope of work. This will facilitate the expedited demolition of existing buildings and utilities and avoid impacts to the program's schedule.

Sanitation and Flood Control Agreements

Some of the new buildings on the H-UCLA MC Replacement Program will encroach in or cross over the permanent easements for sanitary sewer lines and storm drain culverts, held by LA County Sanitation District and LA County Flood Control District, respectively, that serve the campus. Approval to execute the Buildover Agreements with LA County Sanitation District (sample included in Enclosure B) and LA County Flood Control District (sample included in Enclosure C) will allow Public Works to construct buildings over these permanent easements.

DMH Adult Outpatient Interim Facility Project

The construction of the DMH Adult Outpatient Interim Facility Project, which includes procurement and installation of modular buildings (approximately 13,500 square feet), new utility connections, and associated site work is approximately 95 percent complete. Due to unforeseen conditions; such as deteriorated existing electrical infrastructure requiring replacement, inclement weather requiring wet soil remediation, and grades not aligning with existing survey information requiring redesign of sidewalks and driveways; and agency having jurisdiction comments, including the requirement to add a new fire hydrant; the project will exceed the \$6,500,000 funding amount by approximately \$637,000. DMH will fund the budget shortfall outside of the H-UCLA MC Replacement Program.

Green Building/Sustainable Design Program

On December 20, 2016, the Board adopted a new Leadership in Energy and Environmental Development (LEED) policy requiring all new County buildings greater than 10,000 square feet in size, to achieve LEED Gold Certification except for the parking structure because the United States Green Building Council no longer provides LEED certificates for parking structures. Additionally, the program will continue to support the Board's Policy for Green Building/Sustainable Design Program by recycling disposable material; incorporating energy efficient products during construction; and incorporating native, drought-tolerant landscaping.

Implementation of Strategic Plan Goals

These recommendations support the County's Strategic Plan: Strategy II.1, Drive Economic Development in the Community; Strategy II.2, Support the Wellness of our

Communities; and Strategy II.1.3, Coordinate Workforce Development by investing in the wellness our communities and enhancing the delivery of comprehensive and seamless healthcare services to the residents of the County seeking healthcare assistance.

FISCAL IMPACT/FINANCING

Approval of the recommended actions will allow Public Works to issue change orders to Hensel Phelps for a not-to-exceed amount of \$8,600,000. Public Works has reviewed the change orders and finds their value to be in line with the cost of the work included in the project budget. There is sufficient funding in the \$1,695,000,000 project budget approved by the Board on February 8, 2022, to cover the cost of the proposed change orders. Enclosure A reflects the reallocation of funding for these change orders for the H-UCLA MC Replacement Program.

DMH has allocated additional funding funded by the 2011 Realignment Mental Health fund which is currently budgeted in Capital Project Number 87995, Adult Outpatient Interim Facilities – DMH, to cover the budget shortfall of the \$637,000, for the Adult Outpatient Interim Facility Project outside of the H-UCLA MC Replacement Program.

There is no net County cost impact associated with the recommended actions.

Operating Budget Impact

Following completion of the project, DHS will request and fund annual ongoing maintenance and operational costs, as needed, with departmental resources in future budget phases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy, adopted on December 7, 2002, and last amended on August 4, 2020, the project budget for the H-UCLA MC Replacement Program includes \$2,000,000 Civic Art allocation, which is greater than the \$1,000,000 maximum required by the Board's policy. The \$2,000,000 Civic Art allocation will not be impacted by the proposed change orders.

Section 20137 of the Public Contract Code allows the Board, with a four-fifths vote, to authorize an individual change order to a construction contract that is 10 percent or less of the original contract amount without having to obtain bids for the work. Each of the five proposed change orders are less than 10 percent of the original contract sum and are, therefore, within the statutory threshold.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are within the scope of the impacts analyzed in the FEIR, certified on December 16, 2016, and subsequent Addenda Nos. 1, 2, and 3, approved on November 10, 2020; November 10, 2020; and February 8, 2022, respectively, and there have been no substantial changes to the project or to the circumstances under which it will be undertaken that require further findings under California Environmental Quality Act. These activities, which include demolition, utility work, construction of fencing, installation of infrastructure for laboratory equipment, and execution of Buildover Agreements, are within the scope of work approved by the Board on February 8, 2022, and analyzed in the FEIR and Addendum No. 3. The Mitigation Monitoring and Reporting Program, Environmental Findings of Fact, and Statement of Overriding Considerations adopted at the time of FEIR certification will continue to apply.

The location and custodian of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is with Public Works, Project Management Division I, 900 South Fremont Avenue, Fifth Floor, Alhambra, California 91803. The previously certified FEIR and Addenda are available at the location above and can also be viewed online at <https://pw.lacounty.gov/harbor-ucla-rp/>.

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

CONTRACTING PROCESS

To date, Public Works has executed 13 allowance relocation contract amendments for a total not-to-exceed amount of \$59,968,505. Additionally, Public Works has executed 49 contract amendments under delegated change order authority for a total not-to-exceed amount of \$4,542,301. Of the \$11,200,000 approved in the previous Board letter, \$9,017,355 is still pending execution of contract amendments.

The proposed four change orders for \$3,000,000; \$2,000,000; \$1,900,000; and \$1,700,000 not-to-exceed amounts represent 0.24, 0.16, 0.15, and 0.18 percent, respectively, of the original maximum contract sum of \$1,238,179,000. When executed, the change orders will increase the maximum contract sum to \$1,252,721,301.

The Honorable Board of Supervisors
February 6, 2024
Page 8

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended change orders are within the Design Builders limits of work and will not result in any additional impacts to the current services located on the H-UCLA MC Campus.

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:AR:jc

Enc.

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

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HARBOR-UCLA MEDICAL CENTER
REPLACEMENT PROGRAM
APPROVE CONSTRUCTION CHANGE ORDERS
AUTHORIZE EXECUTION OF AGREEMENTS WITH
LOS ANGELES COUNTY SANITATION AND FLOOD CONTROL DISTRICTS
CAPITAL PROJECT NO. 67965
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Scoping Documents	June 2021 (Actual)
Design-Build Award	February 2022 (Actual)
Jurisdictional Approvals	Various
Substantial Completion-Parking Structure A	June 2024
Substantial Completion-Outpatient/Support Building	June 2026
Substantial Completion-Central Plant	May 2027
Substantial Completion-Inpatient Tower	August 2027
Project Acceptance	December 2027

II. PROJECT BUDGET SUMMARY

Project Budget Category	Previous Board Approved Budget	Changes Under Delegated Authority	Impact of this Action	Revised Total Project Budget
Design-Build Construction	\$1,123,379,000	\$ 64,510,806	\$ 8,600,000	\$1,196,578,439
Make-Ready Construction	\$ 155,500,000	\$(14,277,106)	\$(4,700,000)	\$ 136,522,894
Change Order Contingency	\$ 48,500,000	\$ 9,734,805	\$(3,900,000)	\$ 54,334,805
Civic Arts	\$ 2,000,000			\$ 2,000,000
Stipend	\$ 1,000,000			\$ 1,000,000
Medical Equipment Allow.	\$ 96,000,000	\$(45,484,608)		\$ 50,515,392
Design Completion Allow.	\$ 30,000,000	\$(14,572,530)		\$ 15,427,470
Plans and Specifications	\$ 51,000,000			\$ 51,000,000
Consultant Services	\$ 137,000,000			\$ 137,000,000
Miscellaneous Expenditures	\$ 1,650,000			\$ 1,650,000
Jurisdictional Review/Plan Check/Permits	\$ 21,681,000			\$ 21,681,000
County Services	\$ 27,290,000			\$ 27,290,000
TOTAL	\$1,695,000,000	\$ 0	\$ 0	\$1,695,000,000

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

LOS ANGELES COUNTY SANITATION DISTRICTS
1955 Workman Mill Road
Whittier, CA 90601
Attention: Property Management Group

Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 7344-001-901

BUILD OVER AGREEMENT NO. 329

This Buildover Agreement (“**Agreement**”) is dated _____, 2023, (“**Effective Date**”) and is between County of Los Angeles (the “**Owner**”) and County Sanitation District No. 5 of Los Angeles County (the “**District**”). The Owner and the District are collectively referred to in this Agreement as the “**Parties**.”

The Owner is vested with fee title to the following described real property located at 1000 W Carson St, City of Torrance, County of Los Angeles, State of California:

A tract of land over a portion of Tract 3239 as recorded in Book 37, pages 27 and 28 of Maps in the office of the Recorder of County of Los Angeles County (the “**Property**”).

The District is a county sanitation district organized and existing under the provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* and is the holder of permanent easements (the “**Easement Area**”) for sanitary sewer purposes in and under the Property (the “**Easements**”), located as shown on Exhibit A. The Easements were recorded March 14, 1968, in Book D3940, Page 61 of Official Records in the office of the County Recorder of Los Angeles County; and October 27, 2016 as document number 20161326878 of Official Records in the office of the County Recorder of Los Angeles County.

The Owner desires to construct facility shops and a parking structure, which includes excavation and compaction, grade changes, buried utilities, curb and paving, and landscaping on the Property (the “**Improvements**”) that will encroach on the Easements in the area shown on Exhibit A as the “**Buildover Area**.”

Construction of the Improvements has the potential to impair the operation of, injure, or damage the District’s sewer and other facilities that are located in the Easement Area unless construction is carried out in strict conformance with the provisions of this Agreement.

The District is willing to permit construction of the Improvements in the Easement Area upon the Owner’s execution of this Agreement.

The Parties therefore agree as follows:

1. The Owner shall prepare and submit detailed plans of the Improvements to the District’s Chief Engineer and General Manager (“**Chief Engineer**”) for review and approval. The Improvements shall not impede the District’s access to any sewer manholes located within

the Easement Area. Upon the Chief Engineer's approval of the plans, the Owner may construct the Improvements in the Buildover Area in strict conformance with the approved plans. Upon the Owner's completion of the construction of the Improvements in strict conformance with the approved plans, the Owner may operate and maintain the Improvements in the Buildover Area in accordance with the terms of this Agreement.

2. The District makes no representation to the Owner concerning the nature, type, condition or degree of compaction of the backfill located within the Buildover Area. If the backfill within the Buildover Area settles, or is unstable or unusable for the Owner's proposed use, or if the Owner for any reason removes or treats the backfill, then the Owner shall be solely responsible for the related cost and expense with no right of reimbursement from the District.
3. The Owner shall indemnify, defend, and hold harmless the District, its officers, agents, and employees, from and against any claims, actions, cost, liabilities, losses, damages or expenditures sustained or incurred by the District arising from or relating to the construction, operation, or maintenance of the Improvements.
4. The Owner shall not make or prosecute any claims, demands, or actions against the District, or any of its officers, employees, or agents for any injury to or death of any person or damage to property that arises out of the construction of the Improvements or the exercise of the rights provided by this Agreement, including but not limited to damages to or destruction of the Improvements except to the extent that such claims arise from the gross negligence or willful misconduct of the District, its employees, agents and contractors.
5. The Owner (or its contractor performing the work) shall by proper endorsement delivered to the District prior to the commencement of any work, name the District as an additional insured on the general liability insurance policy furnished in conjunction with the construction of the Improvements.
6. The Owner, for itself and its successors and assigns, hereby grants to the District, its agents, representatives, officers and employees all rights of ingress and egress over the Property to the Easement Area including those in the Buildover Area, for any purpose.
7. The Owner shall not perform, or allow to be performed, any grading, soil removal, soil fill, or other construction activities within the Easement Area without on-site oversight, inspection, and approval of the proposed activities by a District inspector. The Owner shall contact the District's Wastewater Collection Systems Manager, at (310) 638-1161, a minimum of two (2) weeks prior to the start of any construction to arrange for inspection. The Owner acknowledges that gravity sewers are not necessarily identified in the state-mandated underground excavation notification system.
8. The Owner shall support and protect the sewer in place during construction of the Improvements, and shall exercise extreme caution during excavation in the vicinity of the District's facilities. The Owner shall hand excavate within two feet vertically or horizontally of any District facility. Methods for supporting and/or protecting the sewer shall be provided for review prior to the start of the work. The Owner shall accept all liability and will be responsible for all costs and expenses for any repairs of the District's

facilities resulting from the Owner's non-compliance with the conditions of this paragraph. The determination of the existence of any damage and the proper method of repair will be at the sole discretion of the Chief Engineer.

9. The benefits and the burdens created by this Agreement touch and concern the land described in the Easements. This Agreement constitutes a covenant running with the land and is binding upon the Owner's heirs, executors, administrators, successors in interest and assigns. The District shall record this Agreement.

The Parties are signing this Buildover Agreement as of the Effective Date.

County of Los Angeles

By: _____

Print Name: _____

Title: _____

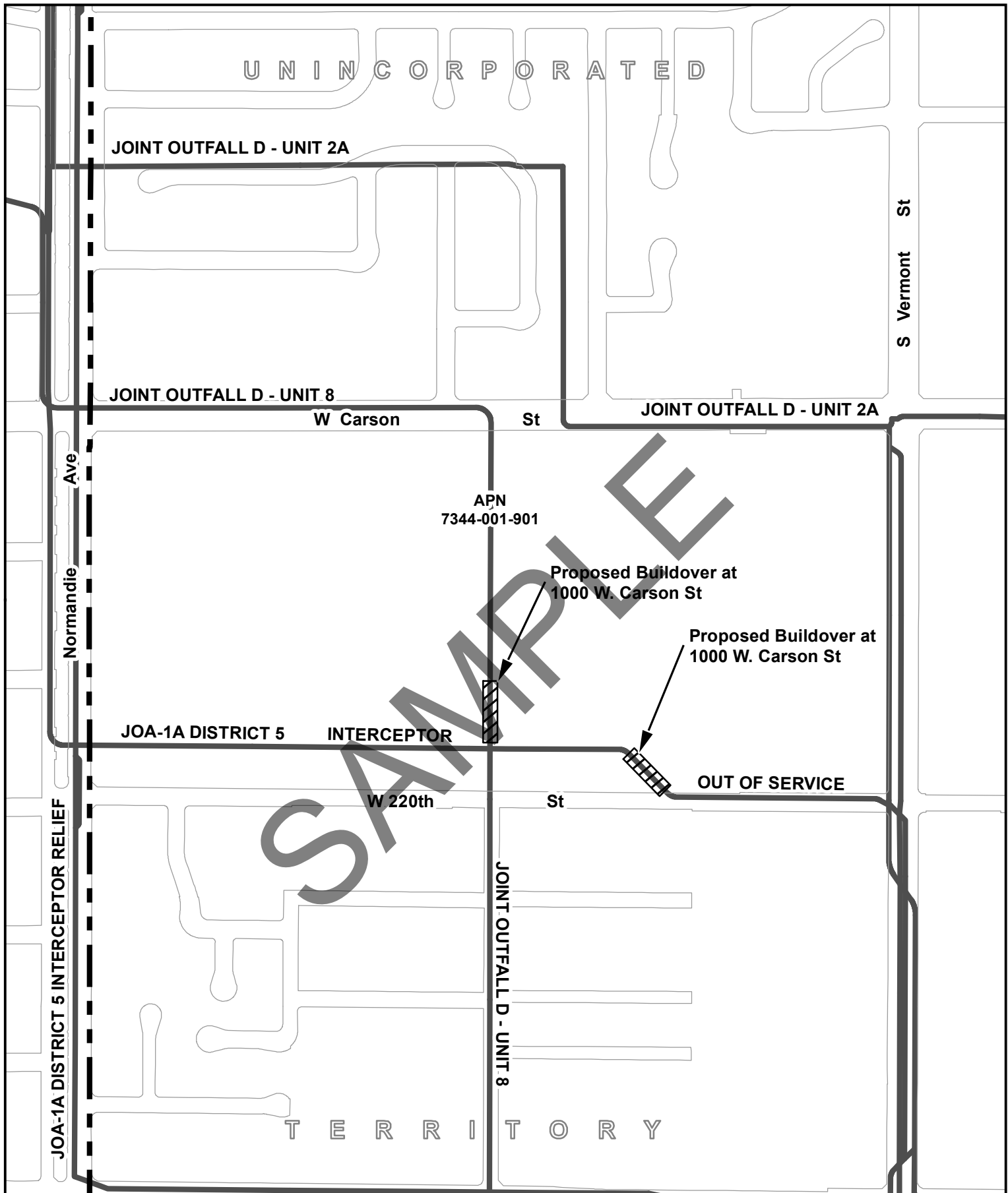
**COUNTY SANITATION DISTRICT NO. 5
OF LOS ANGELES COUNTY**

By: _____

Robert C. Ferrante
Chief Engineer and General Manager

Signed on behalf of County Sanitation District No. 5 of Los Angeles County by the Chief Engineer and General Manager, pursuant to authority conferred by action of the Board of Directors of said District adopted October 11, 1967.

(Signatures must be notarized)



PROPOSED BUILDOVER
JOA-1A DISTRICT 5 INTERCEPTOR & JOD - UNIT 8
 COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY
 ROBERT C. FERRANTE - CHIEF ENGINEER & GENERAL MANAGER

EXHIBIT "A"



Recording requested by and mail original to:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
[] Land Development Division – Road and Grading Section
[x] Land Development Division – Permits and Subdivisions Section
[] Building and Safety Division – Drainage and Grading Section
[] Mapping and Property Management Division –
Revenues/Acquisitions Section
P.O. Box 1460
Alhambra, CA 91802-1460

Space Above This Line Reserved For Recorder's Use

**COVENANT AND AGREEMENT REGARDING
STORM DRAIN/CHANNEL OVER-BUILD: [208th Street Drain]**

County of Los Angeles (hereinafter referred to as Owner) is the owner of the real property (hereinafter referred to as the Subject Property) identified by Assessor Identification No. 734-4001-901, located in the County of Los Angeles, State of California, and legally described in Exhibit 1, attached hereto.

The Los Angeles County Flood Control District (LACFCD) holds an easement for flood control and ingress/egress purposes (hereinafter referred to as Easement) over a portion of Subject Property, recorded with the Office of the County Registrar-Recorder on December 19, 1985 and September 15, 2011 as Document No. OR 85-1498464 and OR 20111256483, respectively, and has constructed, operates, and maintains a flood control facility within Easement (208th Street Drain).

Owner proposes to construct certain improvements (hereinafter referred to as the Owner's Improvements) for the benefit of Subject Property, within Easement, as described in and authorized by Flood Control Permit No. FCDP2022000529 (Permit) issued by the LACFCD.

As a condition of the LACFCD's issuance of the Permit, for the construction of Owner's Improvements within the Easement, Owner does hereby covenant and agree as follows:

Maintenance of Owner's Improvements

1. Owner shall maintain Owner's Improvements so as not to interfere with the LACFCD's use of Easement, at any time, or cause any damage to any facilities of the LACFCD.
2. In the event the LACFCD determines that Owner's Improvements are interfering with the LACFCD's use of Easement, the LACFCD will provide written notice thereof to Owner and Owner shall apply for and obtain a Flood Control Permit from the LACFCD to repair, modify, or remove Owner's Improvements to eliminate the interference and shall complete said repair, modification, or removal at no cost to the LACFCD, within of the time period specified in the

written notice or such other time period as may be agreed to, in writing, by the LACFCD.

3. If Owner fails to complete repair, modification, or removal, under Section No. 2, above, in a timely manner, the LACFCD may, in its sole discretion, perform said repair, modification, or removal and provide an invoice to Owner for the actual costs incurred by the LACFCD in performing said repair, modification, or removal. Owner shall reimburse the LACFCD for the costs identified in the invoice within 30 days of the date of the invoice or such other date as may be agreed to, in writing, by the LACFCD.
4. In the event that Owner or Owner's Improvements cause damage to any facility of the LACFCD, Owner shall reimburse the LACFCD for the actual costs incurred by the LACFCD in repairing such damage. Such costs shall be identified in an invoice provided by the LACFCD to Owner, and Owner shall pay said invoice within 30 days of the date of the invoice or such other date as may be agreed to, in writing, by the LACFCD.

Maintenance, Repair, Replacement, or Alteration of the LACFCD's Facility

5. Owner shall make reasonable efforts to cooperate with the LACFCD in the LACFCD's maintenance and repair activities related to 208th Street Drain, including providing reasonable access to the Easement area for LACFCD personnel.
6. In the event that the LACFCD determines to repair, replace, or alter its facility located within Easement and that Owner's Improvements will interfere or be incompatible with the repair, replacement, or alteration, the LACFCD will provide written notice thereof to Owner and Owner shall apply for and obtain a Flood Control Permit from the LACFCD to remove, modify, or relocate Owner's Improvements, at no cost to the LACFCD, as the LACFCD determines is necessary to enable the LACFCD to perform said repair or replacement work or alteration of the facility. Owner shall complete said removal, modification, or relocation within of the time period specified in the written notice from the LACFCD or such other time period as may be agreed to, in writing, by the LACFCD.
7. If Owner fails to complete said removal, modification, or relocation in a timely manner, the LACFCD may, in its sole discretion, remove, modify, or relocate Owner's Improvements as necessary to enable the LACFCD to repair, replace or alter its facilities, and provide an invoice to Owner for the actual costs incurred by the LACFCD in performing said removal, modification or alteration. Owner shall reimburse the LACFCD for the costs identified in the invoice within 30 days of the date of the invoice or such other date as may be agreed to, in writing, by the LACFCD.

Lien for Unpaid Invoices

8. In the event Owner fails to pay any invoice described in above, the unpaid amount of the invoice shall constitute a lien on Subject Property and the LACFCD may record a notice of the lien against Subject Property.
9. If a notice of lien has been recorded by the LACFCD against Subject Property and the lien amount is subsequently paid to the LACFCD, the LACFCD shall promptly record a notice of satisfaction and release of the lien.

Release and Indemnification

10. Owner shall indemnify, defend, and hold the LACFCD and its officers, employees, and agents, harmless from and against any claims, demands, liability, damages, or costs arising from or caused by the breach of any of the Owner's obligations under this Covenant and Agreement or by Owner's Improvements, provided, however, that Owner's obligation to indemnify shall not apply to any claim, demand, liability, damage, or cost to the extent that such claim, demand, liability, damage, or cost is caused by the active negligence or intentional misconduct of the LACFCD, or any of its officers, employees, or agents.
11. Owner shall fully release and discharge the LACFCD, and their officers, employees and agents, from any claims and/or actions involving any damage to Owner's Improvements arising from or in connection with: (1) the operation or maintenance of the LACFCD's facilities located within or adjacent to Subject Property; or (2) the modification or removal of Owner's Improvements, or any of them, pursuant to Section Nos. 2 and 3, above; or (3) the removal, modification, or relocation of Owner's Improvements, or any of them, pursuant to Section Nos. 5 and 6, above.

Owner makes this Covenant and Agreement for the benefit of the LACFCD and the LACFCD's present and future facilities located within Easement. This Covenant and Agreement shall run with Subject Property and shall be binding upon Owner and Owner's successors, heirs, or assignees, and shall continue in effect until the release of this Covenant and Agreement by the LACFCD, in its sole discretion.

/s/ _____
(Owner)

EXHIBIT 1

LOT BD N BY CARSON ST E BY VERMONT AVE S BY 220TH ST AND W BY
NORMANDIE AVE VAC ST AND PART OF VICTORIA DOMINGUEZ DE CARSON
2463.79 AC ALLOT PART OF THE RANCHO SAN PEDRO ALLOTTED TO MANUEL
DOMINGUEZ AND PART OF LOTS 1,4,8,11,12,13,14 AND 15 AND ALL OF LOTS
2,3,9 AND 10 TRACT NO 3239

SAMPLE

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/24/2024							
BOARD MEETING DATE	3/12/2024							
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Department of Regional Planning							
SUBJECT	Multifamily Residential Parking Ordinance for Title 22 of the County Code							
PROGRAM								
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS								
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$</td><td style="width: 50%;">Funding source:</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$	Funding source:	TERMS (if applicable):		Explanation:	
Total cost: \$	Funding source:							
TERMS (if applicable):								
Explanation:								
PURPOSE OF REQUEST	Adopt an ordinance amending Title 22 of the Los Angeles County Code to revise parking standards for multifamily housing							
BACKGROUND (include internal/external issues that may exist including any related motions)	Program 11 of the LA County's Housing Element, adopted by the Board on 5/17/2022, directs Regional Planning to conduct a comprehensive parking study for all unincorporated Los Angeles County, which includes researching best practices in parking regulation, and produce an ordinance and supporting CEQA documents to update residential parking requirements in Title 22.							
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: These ordinances will implement the General Plan to remove regulatory barriers to produce affordable housing.							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Bruce Durbin, Supervising Regional Planner (213) 974-6432 bdurbin@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

March 12, 2024

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:

**HEARING ON MULTIFAMILY RESIDENTIAL PARKING ORDINANCE
PROJECT NO. R2022-003630-(1-5)
ADVANCE PLANNING CASE NO. RPPL2023004576
ENVIRONMENTAL PLAN CASE NO. RPPL2023005132
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

The recommended action is a revision of parking standards for multifamily residential developments in Title 22 of the Los Angeles County Code; or the Multifamily Residential Parking Ordinance (Ordinance).

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Certify that the Negative Declaration (ND) for the Project was completed in compliance with the California Environmental Quality Act (CEQA) and the State and County CEQA Guidelines related thereto; certify that it independently reviewed and considered the ND and that the ND reflects the independent judgment and analysis of the Board as to the environmental consequences of the Project; determine that on the basis of the whole record before the Board that there is no substantial evidence that the Project will have a significant effect on the environment; adopt the ND in accordance with CEQA (Public Resources Code section 21000, et seq.), the State CEQA Guidelines, and the Environmental Document Reporting Procedures and Guidelines for the County;
2. Indicate its intent to approve the Multifamily Residential Parking Ordinance (Advance Planning Case No. RPPL2023004576) as recommended by the Regional Planning Commission (RPC); and

3. Instruct County Counsel to prepare the necessary final documents amending Title 22 of the County Code and bring them back to the Board for their consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Ordinance amends parking requirements in Title 22 to accelerate the production of housing and improve access to a multimodal transportation network for unincorporated area stakeholders.

The Ordinance implements Program 11 of the General Plan Housing Element, which recognizes that parking requirements contribute to the high cost of housing and can be a barrier to the County's sustainability goals, such as prioritizing the development of infill housing. The Ordinance also implements General Plan Implementation Program M-1 (Parking Ordinance).

The Ordinance is informed by a parking study, which includes an assessment of existing conditions for multifamily housing; parking reforms adopted by other jurisdictions in the United States; and housing costs, socioeconomic conditions, and community impacts related to residential parking. The study found that unincorporated communities are overparked, that existing residential parking requirements required 25% more parking than was actually needed, and that this significantly contributed to the high costs to build housing. Summaries of the parking study are included as Attachment 6.

On November 29, 2023 and December 13, 2023, the RPC held a public hearing to consider the Ordinance. The RPC recommended that the Board consider and adopt the amendment to Title 22 and approved a resolution to this effect, which is included as Attachment 4. Previously, on March 1, 2023, the RPC held a public hearing to consider an earlier version of the Ordinance, but recommended denial to the Board. The summary of proceedings is included as Attachment 3.

Key Components

Major elements of the Ordinance include the following provisions:

Consistency with State Law. The Ordinance updates minimum parking requirements for multifamily residential development electing a density bonus to correspond with the minimums in the State Density Bonus Law; incorporates AB 2097 (Friedman) requirements for multifamily residential development by eliminating parking minimums within public transit areas, with exceptions; incorporates AB 897 (Friedman) provisions for shared parking; and adds definitions for 'major transit stop' and 'public transit area' based on definitions in the California Government Code.

Minor Local Policy Changes. The Ordinance eliminates the requirement for separation of residential and commercial parking in commercial and mixed use zones and in mixed use

developments; eliminates the requirement for ownership of off-site parking; removes the requirement that parking be covered; clarifies and streamlines compact parking; reduces lengths in standard parking stalls, tandem parking, and driveway aisles; and establishes standards for parallel parking spaces.

Major Local Policy Changes. The Ordinance establishes a ministerial process for off-site parking for multifamily residential development; establishes a minimum of one parking space per dwelling unit for multifamily residential development of 10 or fewer units; modifies guest parking minimums to one space per 10 dwelling units for multifamily residential development of 11 or more units; establishes a 25 or 50 percent reduction in required parking when the multifamily residential development includes Transportation Demand Management measures that provide tenant and community benefits; streamlines shared parking programs; clarifies leasing stipulations; and modifies the Parking Permit for consistency and to further the goals of the Ordinance.

Implementation of Strategic Plan Goals

Adoption of the Ordinance promotes Goal I – Make Investments that Transform Lives, through Strategy I.1.5 – Increase Affordable Housing Throughout Los Angeles County, in that parking requirements are made more flexible to allow for more affordable housing to be built through cost savings and improvements in space efficiency. The Ordinance also promotes Goal II – Foster Vibrant and Resilient Communities through Strategy II.2 – Support the Wellness of our Communities, by supporting safe and comfortable built environments that encourage physical activity and multimodal transportation choices.

FISCAL IMPACT/FINANCING

Adoption of the Ordinance will not result in additional costs to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the public hearing conducted by the RPC on December 13, 2023, a public hearing before the Board is required pursuant to Section 22.232.040.B.1 of the County Code and Section 65856 of the California Government Code. Required notice was provided pursuant to the requirements set forth in Section 22.222.180 of the County Code.

The Ordinance is consistent with the General Plan and supportive of its goals and policies. The Ordinance will implement the following policies in the General Plan Housing Element: Policy 1.2: remove regulatory barriers that constrain the provision and preservation of housing for acutely low, extremely low, very low, low, and moderate income households and those with special needs, and Policy 3.3: implement land use policies and permitting procedures that help reduce the costs of housing development.

Furthermore, the Ordinance is consistent with the following policies in the General Plan Mobility Element: Policy M 4.15: reduce vehicle trips through the use of mobility management practices, such as the reduction of parking requirements, employer/institution-based transit passes, regional carpooling programs, and telecommuting; Policy M 4.16: promote mobility management practices, including incentives to change transit behavior and using technologies, to reduce VMTs; and Policy M 5.2: implement parking strategies that facilitate transit use and reduce automobile dependence.

ENVIRONMENTAL DOCUMENTATION

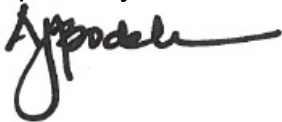
Staff recommends that an ND is the appropriate environmental documentation under CEQA and the County environmental guidelines for the Project. The Initial Study concluded that the Project will not have a significant effect on the environment. Staff recommends that the Board adopt the ND in accordance with CEQA (PRC section 21000, et seq.). The ND is included as Attachment 5.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Ordinance will not significantly impact County services.

For further information on the Ordinance, please contact Bruce Durbin, Supervising Regional Planner, Ordinance Studies Section at (213) 974-6432 or bdurbin@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:BD:AS:ar

Attachments:

1. Project Summary
2. Proposed Ordinance
3. Summary of RPC Public Hearing Proceedings
4. RPC Resolution
5. Notice of Intent to Adopt Negative Declaration
6. Summaries of Parking Study

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

S_03_12_2024_AP_BL_MULTIFAMILY_RESIDENTIAL_PARKING_ORDINANCE.

COUNTY OF LOS ANGELES

**NOTICE OF PUBLIC HEARING
ON PROPOSED AMENDMENTS TO
TITLE 22 – PLANNING AND ZONING OF THE LOS ANGELES COUNTY CODE
MULTIFAMILY RESIDENTIAL PARKING ORDINANCE**

**PROJECT NO. R2022-003630-(1-5)
ADVANCE PLANNING CASE NO. RPPL2023004576
ENVIRONMENTAL PLAN CASE NO. RPPL2023005132**

Proposed amendments to the Los Angeles County Code ("County Code") Title 22 – Planning and Zoning Ordinance – to amend parking standards for multifamily residential development in the unincorporated areas of Los Angeles County.

NOTICE IS HEREBY GIVEN that the County of Los Angeles Regional Planning Commission has recommended approval of an ordinance amending Title 22 of the County Code to revise parking standards for multifamily residential development at a duly-noticed public hearing on December 13, 2023.

NOTICE IS ALSO HEREBY GIVEN that a public hearing will be held before the Board of Supervisors, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, at **9:30 a.m. on Tuesday, March 12, 2024**, pursuant to Title 22 of the County Code and Title 7 of the Government Code of the State of California (Planning and Zoning Law) for the purpose of hearing testimony relative to the adoption of the above-mentioned amendments. If the final decision on this matter is challenged in court, challenges may be limited to the issues raised before or at the public hearing.

Written comments may be sent to the Executive Office of the Board of Supervisors in Room 383 at the above address. If you do not understand this notice or need more information, please contact Ms. Alyson Stewart at astewart@planning.lacounty.gov between 7:30 a.m. to 6:00 p.m. Monday through Thursday. For general information on this or other County ordinances, please call (213) 974-6432. Project materials will also be available on the Department of Regional Planning website at: <https://planning.lacounty.gov/long-range-planning/multifamily-residential-parking-study/>.

Pursuant to the California Environmental Quality Act and County Guidelines, a Negative Declaration has been prepared that shows that the proposed ordinance will not have a significant effect on the environment.

ADA ACCOMMODATIONS: If you require reasonable accommodations or auxiliary aid and services such as material in an alternate format or a sign language interpreter, please contact the Americans with Disabilities Act Coordinator at (213) 974-6488 (Voice) or (213) 617-2292 (TDD), with at least three business days' notice.

Si no entiende esta noticia o necesita más información, por favor llame este número (213) 974-6432.

CELIA ZAVALA
EXECUTIVE OFFICER
BOARD OF SUPERVISORS

**COUNTY OF LOS ANGELES
DEPARTMENT OF REGIONAL PLANNING**

PROJECT SUMMARY

PROJECT DESCRIPTION: Multifamily Residential Parking Ordinance (Advance Planning Case No. RPPL2023004576): Proposed amendment to the Los Angeles County Code (Title 22) to revise parking standards for multifamily residential development in the unincorporated areas of Los Angeles County.

REQUEST: Approval and adoption of the proposed Ordinance.

LOCATION: Countywide (unincorporated areas)

STAFF CONTACT: Mr. Bruce Durbin, Supervising Regional Planner at (213) 974-6432

RPC HEARING DATE: December 13, 2023

RPC RECOMMENDATION: Approval and recommendation to the Board to consider adoption of the proposed Ordinance.

MEMBERS VOTING AYE: Duarte-White, Moon, Louie

MEMBERS VOTING NAY: Hastings, O'Connor

MEMBERS ABSENT: None

MEMBERS ABSTAINING: None

KEY ISSUES: The proposed Ordinance amends Title 22 to revise parking standards, which includes updates for consistency with state law, reductions to parking minimums for small housing projects and guests, requirement of Transportation Demand Management measures with parking reduction requests for large housing projects, modifications to parking stall dimensions, removal of separation of residential and commercial parking requirement, removal of covered parking requirements, streamlining of shared and off-site parking arrangements, and removal of residential parking from the Parking Permit.

MAJOR POINTS FOR:

The proposed Ordinance implements Program 11 of the Housing Element to revise parking requirements that may act as barriers to construction of affordable housing. Modifications to parking requirements will yield considerable cost savings and greater flexibility to build housing.

MAJOR POINTS AGAINST:

The proposed Ordinance will reduce parking availability for residents in multifamily housing, forcing residents to utilize limited on-street parking, thereby exacerbating on-street parking issues.

ORDINANCE NO. _____

An ordinance amending the Los Angeles County Code, Title 22 – Planning and Zoning, to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 22.14.130 is hereby amended to read as follows:

22.14.130 M.

Major Projects Review Trust Funds. The following terms is defined solely for Chapter 22.262 (Major Projects Review Trust Funds):

...

Major Transit Stop. As defined in Section 21064.2 of the California Public Resources Code, a site that contains any of the following:

- (a) An existing rail or bus rapid transit station;
- (b) A ferry terminal served by either a bus or rail transit station; or
- (c) The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

...

SECTION 2. Section 22.14.160 is hereby amended to read as follows:

22.14.160 P.

...

Public Health. References to Public Health shall mean the County Department of Public Health, unless otherwise specified.

Public Transit Area. One-half mile radius of a major transit stop, which is defined as an existing rail or bus rapid transit station, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during morning and afternoon peak commute hours, or a high-quality transit corridor, which is defined as a corridor with fixed route bus service with service intervals no longer than 15 minutes during morning and afternoon peak commute hours.

...

SECTION 3. Section 22.20.070 is hereby amended to read as follows:

22.20.070 Development Standards for Zone C-MJ.

...

B. Development Standards. Premises in Zone C-MJ shall be subject to the following development standards:

...

4. Parking. Shared parking for non-residential uses may be approved with a Minor Conditional Use Permit (Chapter 22.160) application, ~~except that parking for commercial and residential uses shall be provided separately and designated by posting, pavement marking, and/or physical separation.~~

...

SECTION 4. Section 22.26.030 is hereby amended to read as follows:

22.26.030 Mixed Use Development Zone.

...

D. Development Standards. New sensitive uses developed in the permitted zones and located adjacent to existing, legally-established industrial uses, recycling or solid waste uses, or vehicle-related uses listed in Table 22.22.030-B (Principal Use Regulations for Industrial Zones), except for the vehicle sales and rentals sub-category, shall comply with Division 7, Chapter 22.134 (Sensitive Uses) in addition to the standards below. Where standards in Chapter 22.134 and this Section are in conflict, the more restrictive shall apply. All new development projects in Zone MXD shall be subject to the following development standards:

...

5. Parking.

a. Parking facilities, including bicycle parking and storage facilities, shall be provided in compliance with Chapter 22.112 (Parking), however the number of required vehicle parking spaces as provided therein may be reduced by up to 25 percent except for required guest parking for residential uses. ~~Parking for commercial and residential uses shall be separately designated by posting, pavement marking, or physical separation. These standards may be modified through a Parking Permit (Chapter 22.178) application.~~

...

SECTION 5. Section 22.112.020 is hereby amended to read as follows:

22.112.020 Applicability.

...

B. Reduction of Required Parking and Loading Spaces. A reduction in the number of required parking or loading spaces may be granted pursuant to any of the following:

1. Section 22.112.110 (Reduction in Required Parking Spaces When Bicycle Parking Provided).

2. Section 22.112.130 (Reduction in Required Parking Spaces When Transportation Demand Management Measures Provided)

23. Chapter 22.176 (Minor Parking Deviations).

34. Chapter 22.178 (Parking Permits).

45. Section 22.24.040.F (Vehicle Parking Incentives).

56. As otherwise authorized by this Title 22.

...

SECTION 6. Section 22.112.050 is hereby amended to read as follows:

22.112.050 Ownership of Required Parking Facilities.

A. General. Parking facilities required by this Chapter shall be owned by the owner of the premises on which the use required to be served by said facility is located.

B. Exemptions. The following shall be exempt from this Section:

1. ~~Ø~~For non-residential developments, ownership of any parking facility required by Subsection A, above, is not necessary if another alternative is granted pursuant to Chapter 22.178 (Parking Permit).

2. ~~Unless as otherwise provided for by this Title 22.~~ For multifamily residential developments, ownership of any parking facility required by Subsection A, above, is not necessary if a legal written agreement or covenant guaranteeing that the leased spaces are available for the applicant's use is provided. The agreement or covenant shall be signed by the applicant and the owner of the parking facilities, and shall be recorded with the Recorder-Registrar/County Clerk, and shall continue to be valid upon change of ownership. In the event of a dissolution of the written agreement or covenant, the multifamily residential development shall remain in compliance with parking requirements if one of the following is satisfied:

a. A comparable agreement for required parking spaces is provided in a parking facility that is in compliance with this Chapter 22.112, and recorded by the owner of the multifamily residential development and the property providing the parking facility;

b. The total parking requirement is reduced through Section 22.112.130 (Reduction in Required Parking Spaces When Providing Transportation Demand Management Measures for Multifamily Developments) and/or Section 22.112.140 (Shared Parking for Multifamily Residential Developments) and allows the development to meet its requirement without the spaces that had been provided by the dissolved agreement or covenant; or

c. The reduction in required parking is approved through Section 22.176 (Minor Parking Deviation) or Section 22.178 (Parking Permit).

3. Unless as otherwise provided for by this Title 22.

...

SECTION 7. Section 22.112.060 is hereby amended to read as follows:

22.112.060 On-Site Parking.

A. General. Every use shall provide the number of required parking spaces on the same lot on which the use is located. For the purposes of this Section, transitional parking spaces separated only by an alley from the use shall be considered to be located on the same lot.

B. Exemptions. The following shall be exempt from this Section:

1. Density—Controlled Developments (Section 22.140.170), where off-site parking is specifically approved by the Commission or Hearing Officer;

2. Off-site parking, when granted pursuant to a Parking Permit (Chapter 22.178); or

3. ~~Unless as otherwise provided for by this Title 22.~~ Off-site parking for multifamily residential developments, when the owner of the multifamily residential development is also the owner of the off-site parking facility, provided off-site parking spaces are secured according to the following restrictions:

a. Up to 100 percent of the required parking may be located off-site if any portion of the lot containing the off-site parking is located within 400 feet of the nearest property line of the lot with the multifamily residential development.

b. Up to 50 percent of the required parking may be located off-site if any portion of the lot containing the off-site parking is located within 1,320 feet of the nearest property line of the lot with the multifamily residential development.

4. Off-site parking for multifamily residential developments, when the owner of the multifamily residential development is not the owner of the off-site parking facility, provided off-site parking spaces are secured according to the following restrictions, and demonstrated by a covenant between the owner of the residential lot and the owner of the parking property, to be in effect for no less than 20 years from the date of the multifamily property's certificate of occupancy:

a. Up to 50 percent of the required parking may be located off-site if any portion of the property containing the off-site parking is located within 400 feet of the nearest property line of the lot with the multifamily residential development.

b. Up to 25 percent of the required parking may be located off-site if any portion of the property containing the off-site parking is located within 1,320 feet of the nearest property line of the lot with the multifamily residential development.

5. Unless as otherwise provided for by this Title 22.

...

SECTION 8. Section 22.112.070 is hereby amended to read as follows:

22.112.070 Required Parking Spaces.

A. Required Parking Spaces Within Public Transit Areas.

1. Except for lodging uses or as provided in Subsection A.2, below, or where required by state law, all uses that are located within a public transit area, as defined in

Section 22.14.160 (P), shall not require parking. Voluntarily provided parking shall comply with all applicable regulations in the County Code.

2. Parking Minimums Required When. If a development project within a public transit area, as defined in Section 22.14.160 (P), shall require parking, such requirements pursuant to this Chapter may be imposed if written findings are made within 30 days of receiving a completed application, supported by substantial evidence, that not imposing or enforcing such requirements would have a substantially negative impact on any of the following:

- i. The County's ability to meet its share of the regional housing need for low-income and very low-income households;
- ii. The County's ability to meet any identified special housing needs for seniors or people with disabilities; or
- iii. Existing residential or commercial parking within one-half mile of a residential project.

3. Findings to impose parking requirements per Subsection A.2, above, shall not apply to housing development projects that:

- i. Set aside at least 20 percent of dwelling units for very low-, lower-, or moderate-income households, students, seniors, or persons with disabilities;
- ii. Contain fewer than 20 dwelling units; or
- iii. Are subject to parking reductions under any other law.

B. Required Parking Spaces Outside of Public Transit Areas. Table 22.112.070-A, below, identifies the minimum number of parking spaces required to establish each use.

TABLE 22.112.070-A: MINIMUM REQUIRED PARKING SPACES

Use	Number of Spaces
...	
Residential uses ⁴	
...	
Apartments ^{5, 10}	
<u>Apartments with 10 dwelling units or less, irrespective of the number of bedrooms</u>	<u>1 standard space per dwelling unit.</u>
<u>Bachelor¹⁴</u>	<u>1 covered standard space per dwelling unit.</u>
<u>Efficiency and one-bedroom¹⁴</u>	<u>1.5 covered standard spaces per dwelling unit.</u>
<u>Junior accessory dwelling units</u>	<u>No spaces required.</u>
<u>Two or more bedrooms¹⁴</u>	<u>1.5 covered 2 standard spaces per dwelling unit and 0.5 covered or uncovered standard spaces per dwelling unit.</u>
<u>Guest parking for apartment houses with at least 11 units⁶</u>	<u>1 standard space for guests per 4-10 dwelling units of the total number of dwelling units.</u>
...	
<u>Joint live and work units¹⁴</u>	<u>2 uncovered standard spaces per joint live and work unit.</u>
<u>Junior accessory dwelling units</u>	<u>No spaces required.</u>
...	
<p>...</p> <p>5. Parking spaces shall be standard in size unless compact size spaces are granted pursuant to Chapter 22.178 (Parking Permits). At least one parking space shall be assigned to each dwelling unit. Compact spaces may be provided in accordance with Subsection E, below.</p> <p>...</p> <p>14. <u>Apartments with 11 or more dwelling units and all development with 11 or more joint live and work units seeking reduction in required parking spaces shall provide Transportation Demand Management measures as provided in Section 22.112.130, below.</u></p>	

...

E. Compact Spaces. A maximum of 40 percent of the number of parking spaces required by this Chapter may be compact automobile parking spaces, except as otherwise provided in this Chapter. Compact spaces shall be distributed throughout the parking area. Any compact parking spaces provided in excess of the number of parking

spaces required by this Chapter ~~shall be excluded from this Subsection E~~ may be compact.

SECTION 9. Section 22.112.080 is hereby amended to read as follows:

22.112.080 Parking Design.

...

B. General Standards for Parking Spaces and Maneuvering Aisles.

1. Parking Spaces.

a. Standard. Standard parking spaces shall have a minimum width of 8.5 feet and a minimum depth of 17.5 feet for parking facilities serving multifamily residential or mixed use development and of 18 feet for parking facilities serving other development, based on a 90-degree parking layout.

b. Compact. Compact parking spaces shall have a minimum width of eight feet and a minimum depth of 15 feet, based on a 90-degree parking layout.

c. Tandem.

i. Tandem Parking Spaces for Residential Uses.

(1) When two or more parking spaces are reserved or required for a dwelling unit, such spaces may be developed as tandem parking spaces.

(2) Standard tandem parking spaces shall have a minimum width of 8.5 feet and a minimum depth of ~~36~~35 feet to accommodate two vehicles.

(3) ~~Compact tandem parking spaces are allowed for apartment uses when granted pursuant to Chapter 22.178 (Parking Permit).~~ Compact tandem parking spaces shall have a minimum width of eight feet and minimum depth of 30 feet to accommodate two vehicles.

ii. Tandem Parking Spaces for Nonresidential Uses. Tandem parking spaces for nonresidential uses are allowed when granted pursuant to Chapter 22.178 (Parking Permits).

d. Parallel. Parallel parking is subject to the following standards. Figure 22.112.080-B, below, illustrates these standards.

i. Standard parallel parking spaces shall have a minimum width of eight feet and a minimum length dependent on the location of the standard parallel parking space as follows:

1) A standard parallel end-space with direct, pull-in, access shall have a minimum length of 17.5 feet.

2) A standard parallel middle space shall have a minimum length of 22 feet.

3) A standard parallel end-space without direct access shall have a minimum length of 26 feet, or of 27 feet and nine inches if the maneuvering aisle does not continue beyond the space.

ii. Compact parallel parking spaces shall have a minimum width of 8 feet and a minimum length dependent on the location of the compact parallel parking space as follows:

1) A compact parallel end-space with direct access shall have a minimum length of 15 feet.

2) A compact parallel middle space shall have a minimum length of 19 feet and six inches.

3) A compact parallel end-space without direct access shall have a minimum length of 23 feet, or of 27 feet if the maneuvering aisle does not continue beyond the space.

2. Maneuvering Aisles.

a. Standard. Maneuvering aisles that provide access to standard parking spaces shall have a minimum width of 24 feet for parking facilities serving multifamily residential or mixed use developments and of 26 feet for parking facilities serving other developments.

b. Compact. Maneuvering aisles that provide access to only compact parking spaces shall have a minimum width of 23 feet, except where a 26-foot wide access road is required by the Fire Department.

c. Parallel. Maneuvering aisles that provide access to only parallel parking spaces shall have a minimum width of 12 feet for one-way aisles or 24 feet for two-way aisles. Figure 22.112.080-B, Parallel Parking Dimensions, below, identifies the dimensions for maneuvering aisles and parallel parking spaces subject to this Chapter.

FIGURE 22.112.080-A: MINIMUM PARKING SPACE DIMENSIONS

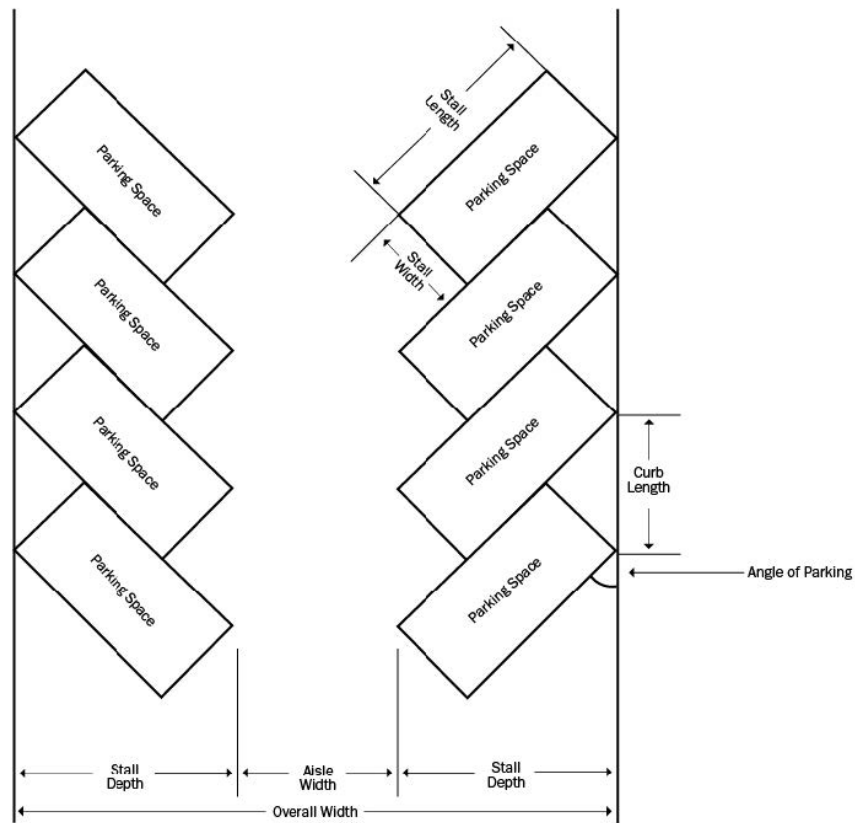
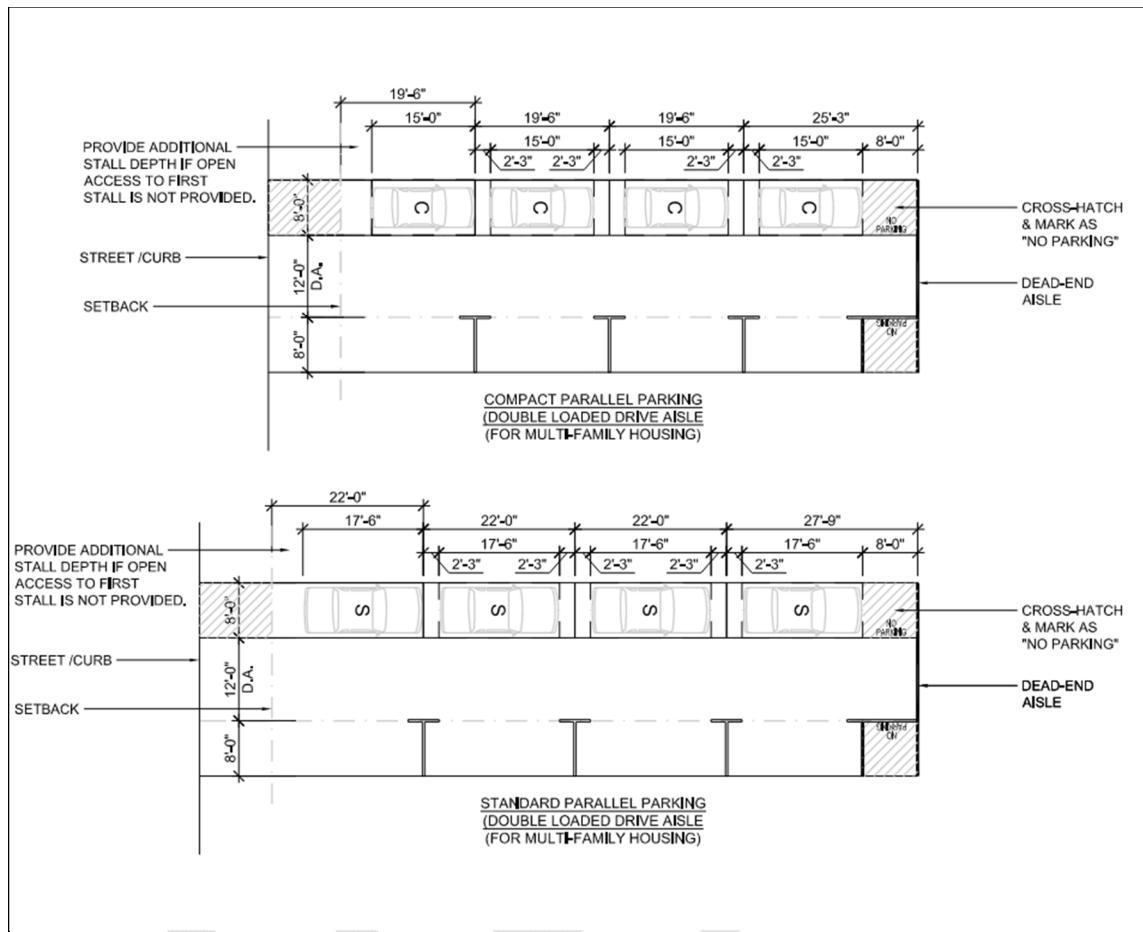


TABLE 22.112.080-A: MINIMUM PARKING DIMENSIONS					
Angle of Parking (Degrees)	Stall Depth (feet)	Aisle Width (feet)	Overall Width (feet)	Stall Length (feet)	Curb Length (feet)
Standard Parking Serving Multifamily Residential or Mixed Use Developments					
90	18	24 ¹	62 ¹	17' 6"	8' 6"
60	20	14' 7" ²	60 ²	17' 6"	9' 10"
45	19	12' 8" ²	52 ²	17' 6"	12
30	16	12 ²	44 ²	17' 6"	17
Standard Parking Serving Other Developments					
90	18	26 ¹	62 ¹	18	8' 6"
60	20	20 ²	60 ²	18	9' 10"
45	19	14 ²	52 ²	18	12
30	16	12 ²	44 ²	18	17
...					
1. Two-way aisle. 2. One-way aisle, double-loaded parking.					

FIGURE 22.112.080-B: PARALLEL PARKING DIMENSIONS



F. Walls.

a. The required wall shall be set back at least to the line of the front or side yard line required in any adjacent Residential or Agricultural Zone for a distance of 50 feet from the common boundary line. For example, see Figure 22.112.080-BC, below.

FIGURE 22.112.080-BC: SCREENING WALL—FRONT YARD

b. Where abutting and adjacent property is in a zone other than a Residential or Agricultural Zone, the Director may approve the establishment of the required wall:

- i. Closer than five feet to the front property line; or
- ii. To a height not exceeding six feet, except where a yard is required in the adjacent nonresidential zone. For example, see Figure 22.112.080-CD, below.

FIGURE 22.112.080-CD: SCREENING WALL ADJACENT TO A
NON-RESIDENTIAL OR NON-AGRICULTURAL ZONE

...

2. Side and Rear Yards. Where parking facilities are located on land adjoining a Residential or Agricultural Zone, a solid masonry wall not less than five feet nor more than six feet in height shall be established along the side and rear lot lines adjoining said zones except that:

...

b. Such wall shall not be less than four feet in height above the surface of the adjoining property. If said wall is more than six feet in height above said adjoining property, it shall be set back from the adjoining property line a distance of one foot for each one foot in height above six feet. For example, see Figure 22.112.080-DE, below.

FIGURE 22.112.080-DE: SCREENING WALLS—SIDE AND REAR YARDS

...

SECTION 10. Section 22.112.130 is hereby added to read as follows:

22.112.130 Reduction in Required Parking Spaces When Providing Transportation Demand Management Measures for Multifamily Residential Developments.

A. Eligibility Requirements for a Parking Reduction. For multifamily residential developments, the parking requirements for residential uses in accordance with Section

22.112.070, above, may be reduced by 25 percent if the site plan includes multiple on-site Transportation Demand Management (TDM) measures selected from Table 22.112.130-A, below, with a combined point value of five or greater, or reduced by 50 percent with a combined point value of ten or greater. A TDM-based parking reduction shall require approval of a Ministerial Site Plan Review (Chapter 22.186) application.

TABLE 22.112.130-A: APPLICABLE ON-SITE TDM MEASURES		
<u>TDM Measure</u>	<u>Metric</u>	<u>Point Value</u>
<u>Development Location</u>		
<u>Proximity to Transit</u>	<u>Any portion of the development is within one mile of a major transit stop, as defined in Section 22.14.130 (M), and there is unobstructed access to the public transit area from the development. “Unobstructed access to the public transit area” means a resident is able to access the public transit area without encountering natural or constructed impediments, including but not limited to, cul-de-sacs without pedestrian access, freeways without overpasses or underpasses to guide pedestrians and cyclists across the freeway, rivers, mountains, and bodies of water, but not including residential structures, shopping centers, parking lots, or rails used for transit.</u>	<u>3</u>
<u>Proximity to Commercial Uses</u>	<u>Less than 0.5 miles from:</u> <u>1. A commercial or retail development consisting of three or more retail or service uses, or</u> <u>2. Three separate retail/restaurant/service/public park/school/fitness center uses.</u>	<u>1</u>
	<u>Less than 0.5 miles from a supermarket or general merchandise retailer of at least 8,000 square feet that sells fresh food.</u>	<u>2</u>
<u>Proximity to Bicycle Facilities</u>	<u>Less than 0.5 miles from existing or proposed bicycle path, lane, route, or boulevard designated in the County of Los Angeles Bicycle Master Plan.</u>	<u>2</u>
<u>Development Design</u>		
<u>Provision of Affordable Housing Units</u>	<u>Provide a minimum 20% of the total units as affordable housing set-aside as defined in Section 22.14.010</u>	<u>2</u>

<u>Unreserved Resident and Guest Parking</u>	<u>Set aside at least 50% of parking spaces as unreserved. Unreserved parking spaces are defined as those not for the sole use of individual residents but can be available to residents of more than one residential unit.</u>	<u>3</u>
	<u>Set aside at least 25% of parking spaces as unreserved.</u>	<u>1</u>
<u>Pedestrian Entrance</u>	<u>Orient the building such that the main building entrance faces the street/sidewalk and is at or within four feet of ground-level.</u>	<u>2</u>
<u>Location of Parking</u>	<u>Locate the parking spaces such that they are away from the street or highway with the greatest right-of-way width, such as behind the building or underneath the building, or are obscured by landscaping.</u>	<u>1</u>
<u>Pedestrian-Scale Lighting</u>	<u>Install and maintain ground-mounted ornamental light fixtures of no more than three feet in height for pedestrian paths and entrances to the property. Ensure that pedestrian walkways are illuminated. Lighting affixed to the building exterior should illuminate the sidewalk along the main building façade oriented toward the street or highway with the greatest width, with an average of one foot candle along the sidewalk for the length of the property along said street.</u>	<u>3</u>
<u>Pedestrian-Scale Amenities</u>	<u>Install and maintain pedestrian scale amenities on or adjacent the property consisting of no less than 3 benches of at least five feet in length and no less than 3 structures for the purpose of providing shade to pedestrians or seated individuals of no less than 8 feet in diameter or 64 square feet per structure.</u>	<u>2</u>
<u>Transparent Windows and Doors on the Ground Level</u>	<u>Provide transparent windows and doors on at least 50 percent of the building's ground floor facade oriented towards the street or highway with the greatest right-of-way width shall be composed of entrances</u>	<u>1</u>
<u>Public Art</u>	<u>Install and maintain a static public art piece, such as a mural or sculpture that is visible to the public.</u>	<u>1</u>
<u>Preferred Land Uses</u>		
<u>Healthy Food Retail</u>	<u>Construct and maintain a commercial space (minimum of 1,000 square feet) that can be readily occupied and is reserved for a healthy food facility within the development. A healthy</u>	<u>5</u>

	<u>food facility includes a facility that provides for daily needs and can include fresh fruits, vegetables, whole grains, and dairy products, as is identified as a bodega, in some communities, to remain open for at least eight hours per day, six days per week. The additional commercial square footage shall be exempt from any requirement for parking, as it will be considered an auxiliary use of the residential property.</u>	
<u>On-Site Childcare Provider</u>	<u>Construct and maintain a commercial space that can be readily occupied, and is reserved for, a licensed childcare center within the development. Preference should be made for the children of building residents. The additional square footage will be exempt from any requirement for parking, as it will be considered an auxiliary use of the residential property.</u>	<u>5</u>
<u>Fitness Center (resident-only)</u>	<u>Construct and maintain an indoor or outdoor fitness center at the property. The fitness center shall be available to residents at least 12 hours/day and 7 days/week and provide a minimum of 4 workout stations. The additional square footage will be exempt from any requirement for parking, as it will be considered an auxiliary use of the residential property.</u>	<u>2</u>
<u>Fitness Center (public)</u>	<u>Construct and maintain an indoor or outdoor fitness center at the property. The fitness center shall be available to the public at least 12 hours/day and 7 days/week and provide a minimum of 4 workout stations.</u>	<u>3</u>
<u>Public Art and Cultural Spaces</u>	<u>Construct and maintain an indoor or outdoor space dedicated to public art and culture, such as, but not limited to, gallery, museum, theater studio, and community workshop spaces. Hard art such as a sculpture or mural is not eligible.</u>	<u>3</u>
<u>Car Share</u>		
<u>Car Share Parking</u>	<u>Designate spaces for car share parking according to the number of residential units and offer the spaces to a car share company at no cost. A car share is defined as a service provided through which licensed drivers may rent a vehicle for personal transportation and</u>	<u>2</u>

	<u>return the vehicle to the same location at the end of the trip. Car share space requirements shall be as follows:</u> <u>5-100 units – 1 car share space</u> <u>101-300 units – 2 car share spaces</u> <u>Each additional 200 units – 1 additional car share space</u> <u>A parking permit is not required to attain TDM points for providing car share parking.</u>	
<u>Bicycle Amenities</u>		
<u>Provision of Electric Bicycle Docking and Charging Stations</u>	<u>Provide and maintain an LA Metro or other shared electric bicycle docking and charging station on-site with a minimum of 5 publicly available electric bicycles.</u>	<u>2</u>
	<u>Provide electrical charging outlets within the parking facility or common area for at least ten percent of the required long-term bicycle parking spaces.</u>	<u>2</u>
<u>Provision of Required Bicycle Parking Spaces</u>	<u>Provide the required bicycle parking spaces (per Title 22):</u> <u>Short-term bicycle parking – 1 spaces/10 units (minimum 2 spaces)</u> <u>Long-term bicycle parking – 1 spaces/2 units</u>	<u>1</u>
<u>Provision of Bicycle Parking Spaces Beyond the Requirements</u>	<u>Provide at least 25 percent more bicycle parking spaces (long-term or short-term) than the minimum required (per Title 22).</u>	<u>1</u>
<u>Provision of an On-site Bicycle Repair Station</u>	<u>Provide and maintain in working order a bicycle repair station that includes tools and supplies designed to maintain bicycles, at a minimum those necessary for fixing a flat tire, adjusting a chain, and performing other basic bicycle maintenance.</u>	<u>1</u>
<u>Transportation Information Provision</u>		
<u>Transportation Information Center, Kiosk or Screen</u>	<u>Install and maintain an on-site kiosk or information center with multi-modal wayfinding information and transit information on a display with dimensions no smaller than 18 inches by 24 inches. The kiosk or information center shall be located in a prominent location that will easily be seen by residents entering or exiting the development.</u>	<u>1</u>
<u>Real-Time Transportation Information Displays</u>	<u>Maintain a real-time information display (e.g., large television screens or computer monitors) in a prominent location that will easily be seen by residents entering or exiting the</u>	<u>2</u>

	development. The displays should include <u>real-time information which may include, but is not limited to: transit arrivals and departures for nearby transit routes, walking times to transit stations/bus stops, and the availability of car share vehicles, shared bicycles, electric bicycles, and shared scooters or comparable modes, as determined by Planning staff.</u>	
<u>Storage and Delivery</u>		
<u>Child Transportation and Sports Equipment Storage</u>	<u>Provide and maintain in working order on-site lockers or another secure storage facility for personal car seats, strollers, child bicycle seats, and sports equipment according to the following:</u> <ol style="list-style-type: none"> <u>1. One secure storage location per every twenty dwelling units, with a minimum of two secure storage spaces.</u> <u>2. The secure storage spaces shall each have useable interior space that is at least 35 inches high, 25 inches wide and 30 inches deep.</u> 	<u>2</u>
<u>Delivery Support</u>	<u>Provide a secure area for receipt of deliveries that offers at least 1 of the following:</u> <ol style="list-style-type: none"> <u>1. Closed lockers</u> <u>2. Temporary storage for packages, laundry, and other deliverables.</u> <u>3. Temporary refrigeration for groceries.</u> 	<u>2</u>

B. Development Standards for Residential Developments with TDM Measures.

1. Each residential development shall post a display of approved TDM measures in a common and accessible space, such as a lobby, where all residents can view the document.

2. A list of the approved TDM measures shall be provided to each owner and/or tenant as part of purchase or leasing documents.

C. In the event that an approved TDM measure contributing to a multifamily property's achieving minimum TDM points no longer applies or is in effect, the owner of

the multifamily residential development shall substitute another TDM option of equal or greater value in points.

SECTION 11. Section 22.112.140 is hereby added to read as follows:

22.112.140 Shared Parking for Multifamily Residential Developments.

Shared parking requests shall be approved with a Ministerial Site Plan (Chapter 22.186) application if the applicant provides a parking study that demonstrates adequate parking availability (no deficit in the number of parking spaces available in the shared parking facility), 1) during typical peak times for the land uses which the shared parking facility is currently serving, and 2) during typical peak parking conditions for the multifamily development that the parking facility is being proposed to serve. Parking adequacy (the number of available spaces) will be defined methodologically by the most recent edition of *Shared Parking* by Urban Land Institute and International Council of Shopping Centers or another parking demand modeling methodology used by a firm or individual that demonstrates a minimum of five years' experience performing shared parking studies. This methodology may include actual parking occupancy counts for the existing land uses in the shared parking facility during the identified peak times. Shared parking between multiple owners shall require a written covenant pursuant to Section 22.112.050 (Ownership of Required Parking Facilities). Off-site shared parking may be provided according to the limitations detailed in Section 22.112.060 (On-Site Parking).

SECTION 12. Section 22.120.080 is hereby amended to read as follows:

22.120.080 Parking.

Notwithstanding any contrary provisions in this Title 22, Table 22.120.080-A, below, identifies the parking ratiosrequirements for projects multifamily residential developments subject to this Chapter:

TABLE 22.120.080-A: PARKING RATIOS <u>REQUIREMENTS</u> ¹		
Affordability and Project Type	Proximity to Transit	Number of Spaces
...		
All other projects subject to Chapter 22.120.		0-1 bedroom: 1 space per dwelling unit ^Z 2-3 bedrooms: 2 <u>1.5</u> spaces per dwelling unit ^Z 4 or more bedrooms: 2.5 spaces per dwelling unit ^Z
...		
7. Alternatively, the standards in Table 22.112.070-A: Minimum Required Parking Spaces may be applied if they yield a lower total parking requirement.		

...

SECTION 13. Section 22.140.350 is hereby amended to read as follows:

22.140.350 Mixed Use Developments in Commercial Zones.

A. Mixed Use Development in Zones C-H, C-1, C-2, C-3, and C-M.

...

5. Development Standards. The following development standards shall apply:

...

d. Parking and Vehicular Access.

...

ii. ~~Separate~~ Commercial and residential parking spaces shall be provided in compliance with Chapter 22.112 (Parking). ~~Spaces shall be separately designated by signage, striping, pavement marking, and/or physical separation.~~

...

SECTION 14. Section 22.140.360 is hereby amended to read as follows:

22.140.360 Mixed Use Developments in Zone MXD-RU.

...

B. Development Standards.

1. Vertical Mixed Use Developments. The following development standards shall apply to vertical mixed use developments in Zone MXD-RU:

a. Parking.

...

ii. ~~Separate~~ Commercial and residential parking spaces shall be provided in compliance with Chapter 22.112 (Parking). ~~Spaces shall be separately designated by signage, striping, pavement marking, and/or physical separation.~~

...

SECTION 15. Section 22.178.010 is hereby amended to read as follows:

22.178.010 Purpose.

...

C. It is the intent to conserve land and promote efficient land use by allowing:

1. The dual or shared use of parking facilities by two or more uses.
2. Tandem parking for nonresidential uses.

~~3. Compact parking spaces for apartment houses. Designated spaces for car share or other mobility services, such as bicycle or scooter share.~~

D. It is the intent to provide greater flexibility and opportunity to meet the parking requirements by allowing:

1. Off-site parking facilities.
2. The short-term or long-term leasing of required parking spaces.
3. Transitional parking for lots with rear lot lines abutting Commercial or Industrial Zones.

SECTION 16. Section 22.178.050 is hereby amended to read as follows:

22.178.050 Findings and Decision.

...

B. Findings.

...

2. There are no conflicts arising from special parking arrangements allowing shared vehicle parking facilities, tandem spaces, or ~~compact~~ vehicle share spaces because:

a. Uses sharing parking facilities operate at different times of the day or days of the week;

b. Parking facilities using tandem spaces will employ valets or will utilize other means to ensure a workable plan; or

~~c. Apartment houses using compact spaces for a portion of the required parking have a management program or homeowners' association to assure an efficient distribution of all parking spaces. Parking facilities including car share or other vehicle~~

share spaces will maintain an arrangement with a service provider that offers rental vehicles accessible to the public.

...

SECTION 17. Section 22.178.060 is hereby amended to read as follows:

22.178.060 Conditions of Approval.

...

~~G. Where compact parking is proposed for apartments, no more than 40 percent of the required spaces shall be for compact automobiles. A program to manage the distribution of parking spaces shall be approved and operated by the apartment management or a homeowners' association.~~ Where car share or other vehicle share spaces are proposed, there shall be an arrangement with a service provider that demonstrates how the rental vehicles will be accessible to the public.

H. If off-site parking facilities are proposed for non-residential development, such facilities shall be within 400 feet from any entrance of the use to which they are accessory. Parking for employees shall be located within 1,320 feet from the entrance to such use. Directions to such facilities shall be clearly posted at the principal use.

...

**SUMMARY OF PUBLIC HEARING PROCEEDINGS
REGIONAL PLANNING COMMISSION
PROJECT NO. R2022-003630-(1-5)
ADVANCE PLANNING CASE NO. RPPL2023004576
ENVIRONMENTAL PLAN CASE NO. RPPL2023005132
MULTIFAMILY RESIDENTIAL PARKING ORDINANCE**

March 1, 2023

On March 1, 2023, the Regional Planning Commission (Commission) conducted a duly-noticed public hearing to consider the Multifamily Residential Parking Ordinance (Ordinance), Advance Planning Case No. RPPL2022009338. Regional Planning staff (staff) and the project consultant provided an overview of the Ordinance.

The Commission asked how the Ordinance will help or deter multifamily housing in very dense urban communities where the Housing Element will rezone to meet the County's regional housing needs. Staff noted that most of these communities would qualify under AB 2097. Staff also noted that many other jurisdictions have eliminated parking standards, and that the Ordinance takes a measured approach by eliminating just 25 percent of required parking.

The Commission pointed out that the utilization of small or odd-shaped lots makes sense, but in dense areas, there are buildable lots that can accommodate current parking requirements. Staff noted that the parking elimination will encourage building more middle housing.

The Commission raised concerns that in certain communities, a developer may choose to forgo parking, which could have a large impact on the community.

The Commission received testimony from seven speakers. One speaker spoke in favor of the Ordinance as the current parking requirements are too restrictive from allowing small lots from being built with housing, and pointed out that lower parking minimums, rather than parking eliminations, will provide flexibility to build small housing projects and still attract tenants who need parking. Six speakers spoke against the Ordinance due to potential impacts on street parking in their neighborhoods, potential pollution of adding more housing, the lack of effective parking enforcement, and the reality that many households own up to five cars, and that the Ordinance may exacerbate traffic around schools, hinder evacuations in neighborhoods that are within Very High Fire Hazard Severity Zones (VHFHSZ), and impact quality of life.

On a motion by Vice Chair O'Connor and seconded by Commissioner Moon, the Commission moved to close the public hearing and adopt the resolution to recommend that the Board of Supervisors consider and certify the Negative Declaration and adopt the proposed Ordinance, but the motion failed with a vote of 1-4.

Chair Hastings, in his no vote, stated that very few private lenders will approve housing projects that offer no parking, and that shrinking the lengths and widths of parking spaces and drive aisles is problematic as it does not accommodate current vehicle sizes. He also

stated that the County is not well served by safe, reliable mass transit. He also expressed concerns about shared parking agreements and parking enforcement. He stated that it is land cost that drives the affordability issues, and people in general will not stop driving, and do not want to park far from their homes. He also expressed concerns over AB 2097 usurping local land use authority. Vice Chair O'Connor pointed out that our current parking requirements were made over 40 years ago, in 1983, when the County was mostly auto-centric with no mass transit, and this change is long overdue. Our mass transit came only through Measures M and R passed by voters. Vice Chair O'Connor applauded the passage of AB 2097, and pointed out that the bill does not prohibit parking, just that it is no longer required. Developers may still build parking, and the Ordinance will allow greater flexibility and addresses the fiscal burdens of current parking requirements, and encourages gentle density rather than lot consolidation to build large-scale luxury development.

VOTE:

Concurring: O'Connor

Dissenting: Duarte-White, Moon, Louie, and Hastings

Abstaining: None

Absent: None

Action Date: March 1, 2023

November 29, 2023

On November 29, 2023, the Commission conducted a duly-noticed public hearing to consider Advance Planning Case No. RPPL2023004576, the Multifamily Residential Parking Ordinance, which included several revisions made to address concerns expressed at the March 1 public hearing, and received testimony from nine members of the public who were present in person.

Eight speakers spoke in general support of the Ordinance as an important step in getting more housing built, and all requested the Commission to consider amending the Ordinance to remove parking minimums for small housing developments of 10 or fewer dwelling units.

One speaker expressed concerns, asking that individual studies be conducted to assess the impact of eliminating parking in areas targeted for affordable housing, and address the parking needs of residents.

Due to a loss of quorum, the Commission did not receive testimony from four members of the public who joined virtually, and the Commission moved to continue the hearing to December 13, 2023.

December 13, 2023

Staff and the consultant provided an overview of the Ordinance to the Commission. Staff noted that the Ordinance addresses the concerns over parking policies that have been raised by the Commission and testifiers since the public hearing on March 1, 2023.

The Commission expressed concerns over the impact of state mandates on local projects. The consultant responded that the parking study was completed before AB 2097 and was conducted independently of the state's directives, focusing solely on areas outside of transit zones. The consultant also noted that the Ordinance includes parking reductions with Transportation Demand Management measures, as opposed to eliminating parking requirements entirely.

The Commission asked if the parking study considered the spillover of multifamily parking issues into single-family areas. The consultant acknowledged the community's concerns about on-street parking and mentioned the County's initiative to enhance enforcement and regulation of on-street parking. They also noted the role of the lack of housing affordability in exacerbating these problems.

The Commission questioned how the Ordinance, which recommends one parking space per dwelling unit for projects with 10 or fewer units, could incentivize the development of such housing. The Commission also asked if a building could be constructed on a 50-foot-wide lot, under the proposed requirement of one parking space per dwelling unit. The consultant affirmed that it is possible and that reducing parking requirements would increase the likelihood of such developments.

The Commission asked if the utilization of TDM strategies would lower the need for parking below what the market might demand. The consultant confirmed that it is possible, especially in buildings with nearby amenities like grocery stores, where not everyone feels the need for two cars. Staff also noted the County's intent for developing more TDM measures for Title 16, which would offer more comprehensive options for managing parking in the public right-of-way.

The Commission received testimony from five speakers. One speaker, who came in person, spoke in favor of the Ordinance generally and requested the Commission consider amending the Ordinance to remove parking minimums for small housing developments. Four speakers, who joined virtually, also spoke in favor and asked to remove parking requirements for small housing developments.

The Commission asked about the difference in rental rates for developments with limited parking. The consultant responded that reduced parking requirements lower construction costs for developers, which would result in more affordable housing, although this is not always the case. Furthermore, developers must consider whether they can find tenants for buildings with reduced parking.

On a motion by Commissioner Moon and seconded by Commissioner Louie, the Commission moved to close the public hearing and adopted the resolution to recommend

that the Board of Supervisors consider and certify the Negative Declaration and adopt the Ordinance in its entirety, with a vote of 3-2. Vice Chair O'Connor voted no and expressed a desire to eliminate parking minimums for smaller developments. Chair Hastings voted no and voiced reservations about modifying parking spaces and driveways that will not accommodate larger vehicle sizes.

VOTE:

Concurring: Duarte-White, Moon, and Louie

Dissenting: Hastings and O'Connor

Abstaining: None

Absent: None

Action Date: December 13, 2023

**RESOLUTION
COUNTY OF LOS ANGELES
REGIONAL PLANNING COMMISSION
MULTIFAMILY RESIDENTIAL PARKING ORDINANCE
PROJECT NO. 2022-003630-(1-5)
ADVANCE PLANNING CASE NO. RPPL2023004576
ENVIRONMENTAL PLAN NO. RPPL2023005132**

WHEREAS, the Regional Planning Commission ("Commission") of the County of Los Angeles ("County") conducted a duly noticed public hearing on November 29, 2023 to consider the Negative Declaration and the Multifamily Residential Parking Ordinance ("Ordinance"), an amendment to Title 22 (Planning and Zoning) of the Los Angeles County Code ("Title 22") to revise parking standards for multifamily residential development in the unincorporated areas of Los Angeles County;

WHEREAS, the Regional Planning Commission finds as follows:

1. The Ordinance is a countywide amendment to Title 22 to revise parking standards for multifamily residential development;
2. Parking has been regulated through the County's Zoning Ordinance since the 1940s, and a comprehensive parking ordinance update was adopted in 1983. Except for emergent land uses and affordable housing programs, including the Density Bonus Ordinance, parking minimums for multifamily residential development have not been updated since 1983;
3. An increasing number of local jurisdictions across the United States recently adopted parking reforms to reduce or eliminate parking minimums for certain land uses or for certain geographic areas, such as central business districts. There are varying reasons for parking reforms, which may include, but are not limited to, increasing housing supply and affordability, making more efficient uses of land, addressing air pollution and climate change, and promoting walkability or transit use;
4. The County has a severe housing affordability crisis, as the number of affordable housing produced over the past several decades has not kept pace with demand;
5. The County adopted the 2021-2029 Housing Element on May 17, 2022 that included multiple strategies to address the current housing crisis. The Housing Element was certified by the California Department of Housing and Community Development on May 27, 2022;
6. The Multifamily Housing Parking Study ("Parking Study"), listed as Program 11 in the County Housing Element, was initiated in 2021 to identify strategies that facilitate production of affordable housing in unincorporated LA County;
7. The Ordinance is informed by the Parking Study, including existing conditions and assessments on off-street parking utilization in multifamily housing, access to transit,

RPC RESOLUTION
ADVANCE PLANNING CASE NO. RPPL2023004576
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the effect of housing costs impacted by parking, community and stakeholder surveys and interviews, and parking reforms enacted by the State and other local jurisdictions. The Parking Study identifies areas of opportunity for reforms of existing parking standards for multi-family housing;

8. The Ordinance is also informed by feedback received during several public outreach events with approximately 150 community stakeholders participating and conducted in two phases during February and October 2022;
9. The Ordinance incorporates AB 2097 (Friedman), which became effective on January 1, 2023 to eliminate parking for residential and other development located within one-half mile of a transit stop or high-quality transit corridor and makes other minor changes for consistency with State law;
10. The Ordinance reduces parking minimums for multifamily housing of 10 or fewer units outside transit areas and for guests, establishes an incentive to permit a reduction in parking for other multifamily housing by up to 50 percent with the provision of Transportation Demand Management (TDM) measures on-site, modifies standards for parking stalls and driveways, modifies requirements for securing shared and off-site parking, and eliminates the requirement for a discretionary permit for alternative parking arrangements for multifamily housing;
11. The Ordinance is consistent with the surrounding areas in that parking reductions are mitigated with the provision of TDM measures to increase walkability, bicycle use, car sharing, use of transit, and other community benefits;
12. The Ordinance is in the interest of public health, safety, and general welfare and is consistent with other applicable provisions of this Title 22 by removing financial barriers to produce affordable housing, providing measures to reduce reliance on single-occupancy use of cars for daily trips, encourage use of other modes of transportation, and encourage a mix of residential and commercial land uses in close proximity;
13. The Ordinance is consistent with and supportive of the goals and policies of the General Plan, in that the Ordinance will encourage vibrant, livable and healthy communities with a mix of land use, services, and amenities, with access to active, efficient multi-modal transportation options, and will support land use planning and transportation management that facilitates the use of transit;
14. In accordance with Government Code Section 65352.3, California Native American Tribes traditionally and culturally affiliated with the project area that have requested project notification were notified and invited to request consultation regarding the Ordinance and the CEQA documentation;

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15. Three written correspondences were received from Fernandeno Tataviam Band of Mission Indians, Gabrielino Tongva Indians of California, and Yuhaaviatam of San Manuel Nation. The Tribes generally indicated that due to the nature of the Project, further consultation was not necessary at this time; however, they requested to be notified of future projects that may involve ground-disturbing activities in accordance with AB 52;
16. An Initial Study was prepared pursuant to CEQA reporting requirements to analyze the impacts of the Ordinance in its entirety. The Initial Study determined that there were no significant impacts to the environment pursuant to CEQA guidelines. Revisions made to the Ordinance were not substantial in nature that would result in any new, avoidable significant effect on the environment, so it did not require a new Initial Study or recirculation of the Initial Study. Therefore, a Negative Declaration is the appropriate environmental documentation under CEQA;
17. A Notice of Intent to Adopt a Negative Declaration was released for public review from December 2, 2022 to January 3, 2023 and no public comments were received;
18. Pursuant to Section 22.222.180 of the County Code, a public hearing notice was published in 14 local newspapers. The public hearing notice was sent by mail to interested persons who requested to be notified for all public hearings. The public hearing notice and materials were also posted on the Department of Regional Planning's website;
19. At a duly-noted public hearing held on March 1, 2023, the Commission reviewed a previous version of the Ordinance that proposed eliminating parking minimums for smaller multifamily developments, eliminating parking for guests and reducing parking minimums by 25 percent for larger multifamily residential development and joint live-work units, with allowance for an additional 25 percent reduction with provision of TDM measures. The Commission expressed concerns over the proposed eliminations and reductions due to potentially negative impacts to the communities and voted not to recommend the Ordinance to the Board;
20. The Ordinance is different from the previous version in a few key areas. Notably, elimination of parking is not proposed. Modest reductions are permitted with TDM measures. The Ordinance includes the following provisions:
 - a. Updates for consistency with State law;
 - b. Minor local policy changes:
 - i. Remove separation of residential and commercial parking spaces in commercial zones, mixed use zones, and in mixed use developments;
 - ii. Modify ownership requirements for parking spaces;
 - iii. Remove covered parking requirement;
 - iv. Streamline compact parking allowances; and

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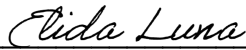
- v. Modify dimensions for parking spaces, parallel parking spaces, and driveways;
 - c. Major local policy changes:
 - i. Streamline allowance of required parking to be off-site;
 - ii. Modify parking requirement for apartments with 10 or fewer dwelling units to one parking space per dwelling unit;
 - iii. Modify guest parking requirement for apartments with 11 or more dwelling units to one parking space per 10 dwelling units;
 - iv. Establish a TDM program with a point system that allows reductions in parking for new multifamily housing and joint live-work development with a ministerial review;
 - v. Streamline shared parking programs with a ministerial review; and
 - vi. Modify the Parking Permit Chapter (Chapter 22.178) to remove residential parking from the permit requirement;
21. On December 13, 2023, the Commission conducted a duly-noticed public hearing to consider the Ordinance, took in testimony and asked questions, and moved to recommend the Ordinance to the Board of Supervisors with a vote of 3-2.

THEREFORE, BE IT RESOLVED THAT the Regional Planning Commission recommends the following to the Board of Supervisors of the County of Los Angeles:

1. That the Board hold a public hearing to consider the Multifamily Residential Parking Ordinance for Title 22 of the Los Angeles County Code;
2. That the Board adopt the Negative Declaration along with the required findings of fact pursuant to State and local CEQA guidelines and determine that the project will not have a significant impact upon the environment;
3. That the Board determine that the amendments are consistent with the goals and policies of the General Plan in the interest of public health, safety, and general welfare and consistent with other applicable provisions of Title 22; and
4. That the Board adopt the Multifamily Residential Parking Ordinance.


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I hereby certify that the foregoing resolution was adopted by a majority of the voting members of the Regional Planning Commission of the County of Los Angeles on November 29, 2023.



Elida Luna, Commission Services
Regional Planning Commission
County of Los Angeles

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

By 

Kathy Park
Deputy County Counsel
County of Los Angeles

NOTICE OF PUBLIC HEARING/NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION

The Los Angeles County Regional Planning Commission will conduct a public hearing to consider the project described below. You will have an opportunity to testify, or you can submit written comments to the planner below or at the public hearing. If the final decision on this proposal is challenged in court, testimony may be limited to issues raised before or at the public hearing.

Hearing Date and Time: Wednesday, November 29, 2023 at 9:00 a.m.

Hearing Location: 313 N. Figueroa St (First Floor Auditorium), Los Angeles, CA 90012 and Online.

Visit <https://lacdrp.legistar.com/MeetingDetail.aspx?ID=1118067&GUID=B5504510-B36C-4CF9-BA54-0E42CC85D2C3&Options=&Search=> for more information.

Project & Permit(s): Project No. PRJ2022-003630-(1-5), Advance Planning Case No. RPPL2023004576, and Environmental Plan No. RPPL2023005132.

Project Location: Countywide

CEQA Determination: Negative Declaration; The 30-day CEQA document review period for the original Initial Study began on December 2, 2022 and ended on January 3, 2023. Changes made to the Project did not require any changes to the original findings made in the original Initial Study, so another review period was not required. Only the Project Description was updated.

Project Description: The County of Los Angeles is proposing an amendment to Title 22 – Planning and Zoning – of the Los Angeles County Code to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. In general, the Project proposes changes to the County's residential parking requirements and development standards to include provisions of state law, provide opportunities to reduce the number of required parking spaces with the provision of Transportation Demand Management measures, provide flexibility in meeting parking requirements, reduce parking land area, and achieve consistency with County housing goals and State standards. The Project would not modify the Los Angeles County Zoning Map, zones, or other development standards. Further the Project would not modify the County's General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities than currently identified within the County's General Plan Land Use Element.

Case materials are available online at <https://planning.lacounty.gov/long-range-planning/multifamily-residential-parking-study/>

Contact: Alyson Stewart, Principal Regional Planner
Los Angeles County Department of Regional Planning (DRP)
320 West Temple Street, Los Angeles, CA 90012
Telephone: (213) 974-6432, E-mail: astewart@planning.lacounty.gov
All correspondence received by DRP shall be considered a public record.

If you need reasonable accommodations or auxiliary aids, contact the Americans with Disabilities Act (ADA) Coordinator at (213) 974-6488 (Voice) or (213) 617-2292 (TDD) with at least 3 business days' notice. Si necesita más información por favor llame al (213) 974-6427.

LOS ANGELES COUNTY
MULTIFAMILY RESIDENTIAL PARKING ORDINANCE
TITLE 22 – PLANNING AND ZONING AMENDMENT
ENVIRONMENTAL PLAN NO. RPPL2023005132

Public Review Draft

Initial Study/Negative Declaration

State Clearinghouse Number 2022120040

LEAD AGENCY: LOS ANGELES COUNTY

Department of Regional Planning

320 West Temple Street

Los Angeles, CA 90012

Contact: Alyson Stewart, Principal Planner

astewart@planning.lacounty.gov

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Los Angeles County | Title 22 – Planning and Zoning Amendment
Initial Study/Negative Declaration

October 2023

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1 INTRODUCTION

1.1 STATUTORY AUTHORITY AND REQUIREMENTS

This Initial Study has been prepared in accordance with the California Environmental Quality Act (CEQA) (California Public Resources Code [PRC] Sections 21000, et seq.) and the State CEQA Guidelines (14 California Code of Regulations Title 14 Sections 15000, et seq.). This Initial Study is an informational document intended to be used as a decision-making tool for the Lead Agency and responsible agencies in considering and acting on the proposed Project.

Pursuant to CEQA Guidelines Section 15063, the County of Los Angeles (County), as Lead Agency, has prepared this Initial Study to determine if the proposed Multifamily Residential Parking Ordinance Title 22 – Planning and Zoning Amendment Project (Project) would have a significant effect on the environment. If, as a result of the Initial Study, the Lead Agency finds that there is evidence that mitigation cannot reduce the impact to a less than significant level for any aspect of the proposed Project, then the Lead Agency must prepare an Environmental Impact Report (EIR) to analyze project-related and cumulative environmental impacts. Alternatively, if the Lead Agency finds that there is no evidence that the proposed Project as proposed may cause a significant effect on the environment, the Lead Agency may prepare a Negative Declaration (ND). If the Lead Agency finds that there is evidence of a significant impact, but the impact can be reduced through mitigation, the Lead Agency may prepare a Mitigated Negative Declaration (MND). Such determination can be made only if “there is no substantial evidence in light of the whole record before the Lead Agency” that such significant environmental impacts may occur (PRC Section 21080(c)).

Pursuant to CEQA Guidelines Section 15063(c), the purposes of an Initial Study are to:

1. Provide the Lead Agency with information to use as the basis for deciding whether to prepare an EIR, MND or a ND;
2. Enable an applicant or Lead Agency to modify a project, mitigating adverse impacts before an EIR is prepared, thereby enabling the project to qualify for a ND;
3. Assist in the preparation of an EIR, if one is required, by;
 - a. Focusing the EIR on the effects determined to be significant,
 - b. Identifying the effects determined not to be significant,
 - c. Explaining the reasons for determining that potentially significant effects would not be significant, and
 - d. Identifying whether a program EIR, tiering, or another appropriate process can be used for analysis of the project’s environment effects.
4. Facilitate environmental assessment early in the design of a project;
5. Provide documentation of the factual basis for the finding in a MND or ND that a project will not have a significant effect on the environment;
6. Eliminate unnecessary EIRs; and
7. Determine whether a previously prepared EIR could be used with the project.

The environmental documentation, which is ultimately selected by the County in accordance with CEQA, is intended as an informational document undertaken to provide an environmental basis for subsequent discretionary actions upon the proposed Project. The resulting environmental documentation is not, however, a policy document and its approval and/or certification neither presupposes nor mandates any actions on the part of those agencies from whom permits and other discretionary approvals would be required.

1.2 SUMMARY OF FINDINGS

Pursuant to State CEQA Guidelines Section 15367, Los Angeles County, as the Lead Agency, has the authority for environmental review and adoption of the environmental documentation, in accordance with CEQA. As set forth in State CEQA Guidelines Section 15070, an Initial Study leading to a Negative Declaration (IS/ND) or Mitigated Negative Declaration (IS/MND) can be prepared when:

- The Initial Study shows that there is no substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment (resulting in a Negative Declaration), or
- The Initial Study identifies potentially significant effects, but:
 - Revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and
 - There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment (resulting in a Mitigated Negative Declaration).

Based on the Environmental Checklist Form and supporting environmental analysis provided in Section 4.0, Environmental Analysis, the proposed Project would have no impact or a less than significant impact concerning all environmental issue areas.

1.3 PUBLIC REVIEW PROCESS

The Notice of Intent (NOI) to Adopt a Negative Declaration has been provided to the Clerk of the County of Los Angeles and mailed to responsible agencies and trustee agencies concerned with the Project and other public agencies with jurisdiction by law over resources affected by the Project. A 30-day public review period has been established for the IS/ND in accordance with State CEQA Guidelines Section 15073. During the public review period, the IS/ND was made available for review at the following location:

- Los Angeles County Website:

<https://planning.lacounty.gov/long-range-planning/multifamily-residential-parking-study>

In reviewing the IS/ND, affected public agencies and interested members of the public should focus on the document's adequacy in identifying and analyzing the potential environmental impacts and the ways in which the Project's potentially significant effects can be avoided or mitigated.

Written comments on this IS/ND may be sent to:

Alyson Stewart, Principal Planner
Los Angeles County
Department of Regional Planning
320 West Temple Street
Los Angeles, CA 90012
Email: astewart@planning.lacounty.gov

Following receipt and evaluation of comments from agencies, organizations, and/or individuals, the County will determine whether any substantial new environmental issues have been raised, and if further documentation may be required. If no new environmental issues have been raised or if the issues raised do not provide substantial evidence that the Project would have a significant effect on the environment, the IS/ND will be considered for adoption and the Project for approval.

1.4 INCORPORATION BY REFERENCE

Pursuant to State CEQA Guidelines Section 15150, a ND may incorporate by reference all or portions of another document which is a matter of public record or is generally available to the public. Where all or part of another document is incorporated by reference, the incorporated language shall be set forth in full as part of the ND's text.

The documents outlined below, which were utilized during preparation of this Negative Declaration and are a matter of public record, are hereby incorporated by reference.

Los Angeles County 2035 General Plan

The Los Angeles County Board of Supervisors adopted the Los Angeles County 2035 General Plan on October 6, 2015. The General Plan is the guide for long-term physical development and conservation through a framework of goals, policies, and implementation programs. The General Plan contains policies to guide land use and development and is organized into ten "elements" in accordance with California Government Code Section 65302: Land Use, Mobility, Air Quality, Conservation and Natural Resources, Parks and Recreation, Noise, Safety, Public Services and Facilities, Economic Development, and Housing.

Los Angeles County General Plan EIR

On October 6, 2015, the County certified the Final EIR and adopted the Los Angeles County 2035 General Plan. The Final EIR analyzed potential environmental impacts associated with future development in the County allowed under the proposed 2035 General Plan. With the implementation of General Plan policies and programs, the Final EIR concluded that all impacts, with the exception of agriculture and forestry resources, air quality, biological resources, cultural resources, greenhouse gas emissions, mineral resources, noise, transportation/traffic, and utilities and service systems, can be mitigated to insignificant levels. A Statement of Overriding Considerations was adopted for the significant impacts. The environmental review undertaken for the 2035 General Plan does not eliminate the requirements for any subsequent environmental review for development arising from the General Plan's implementation.

Los Angeles County Code

The Los Angeles County Code consists of the regulatory, penal and administrative ordinances of a general nature of Los Angeles County. The Los Angeles County Code Title 22, *Planning and Zoning*, contains the

County's Zoning Ordinance. The stated purpose of the Zoning Ordinance is: in the creation of the respective zones to give due and special consideration to the peculiar suitability of each and every such zone created for the particular uses, the area requirements, density of land occupancy, and the necessary, proper, and comprehensive groupings and arrangements of the various industries, businesses, and population of the unincorporated area of the County and in relation with established plans in the incorporated areas of the County in accordance with a well-considered master plan of land use for the development of the entire County, paying particular attention to those areas in said unincorporated area in which more densely populated communities have arisen, giving to such communities urban characteristics. Title 22 is applicable to all properties within the unincorporated area of Los Angeles County.

2 PROJECT DESCRIPTION

2.1 BACKGROUND

The Los Angeles County 2035 General Plan (General Plan) Land Use Element identifies the distribution, location, and intensity of all land use types throughout the County. The Element also contains goals and policies to guide community form and design, and the provision of community facilities and urban services. The General Plan establishes a Planning Areas Framework with eleven planning areas based on geographical factors and diverse characteristics of the unincorporated areas. The unique qualities of each planning area require different tools and approaches to maximize housing production. The Land Use Element is primarily implemented by Title 22, *Planning and Zoning*, which specifies zones and performance standards for various types of land uses described in the General Plan.

The Housing Element is one of the required elements of the General Plan. In May 2022, the County adopted the Revised County of Los Angeles Housing Element, covering the planning period of October 15, 2021 through October 15, 2029. The Housing Element serves as a policy guide to address the comprehensive housing needs of the unincorporated Los Angeles County. The primary focus of the Housing Element is to ensure decent, safe, sanitary, and affordable housing for current and future residents, including those with special needs.

The Housing Element includes programs to implement the County’s housing goals. Program 11, Residential Parking Program Analysis and Code Update, acknowledges that parking requirements contribute to the high cost of housing and can be a barrier to sustainable goals, such as development of infill housing. Implementation of this program includes studying existing parking conditions in residential areas, testing the success of existing parking reduction strategies, and examining the feasibility of alternate parking regulations, with the goal of identifying those which would be most effective for unincorporated communities. This effort entails the development of a comprehensive parking study for all unincorporated Los Angeles County, as well as best practices in parking regulation, resulting in an ordinance to update residential parking requirements in the Planning and Zoning Code (Title 22), as discussed below.

The Los Angeles County Parking Ordinance (Chapter 22.112 in Title 22, *Planning and Zoning*) establishes parking requirements applicable in all unincorporated areas, with a few exceptions such as specific plans and local implementation plans, as well as procedures to authorize parking reductions. The current parking space requirements were established through a comprehensive Parking Ordinance update in 1983. Since then, the requirements have been updated sporadically.

The one-size-fits-all parking requirements for multifamily housing and mixed-use developments are applicable to all unincorporated communities countywide regardless of location, with exceptions in areas covered by Transit Oriented District (TOD) Specific Plans and Mixed Use Zones, where fewer parking spaces are required. Currently, requests for reductions in parking requirements require the filing of a Housing Permit, Minor Parking Deviation, or Parking Permit. With the exception of Administrative Housing Permits, these applications require discretionary review and public hearing, which contribute to increased costs and uncertain outcomes for the production of multifamily housing.

In 2021, the County initiated a parking study for multifamily housing that included recommendations to amend Title 22, *Planning and Zoning*, for parking standards for multifamily housing; community outreach

to present and receive input on the proposed recommendations; and written reports on the parking study and recommended amendments to Title 22. The purpose of the parking study is to revise the parking standards for multifamily residential development to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve Los Angeles County resident access to a multimodal transportation network. The proposed amendments to Title 22, *Planning and Zoning*, as described below, are the subject of this Negative Declaration.

2.2 PROJECT LOCATION AND SETTING

Los Angeles County is geographically one of the largest counties in the country. Los Angeles County stretches along 75 miles of the Pacific Coast of Southern California, and is bordered to the east by Orange County and San Bernardino County, to the north by Kern County, and to the west by Ventura County; refer to [Figure 2-1, *Regional Location*](#). Los Angeles County also includes two offshore islands, Santa Catalina Island and San Clemente Island.

Los Angeles County Code Title 22, *Planning and Zoning*, covers all unincorporated areas of Los Angeles County. The unincorporated areas cover more than 2,600 square miles and represent two-thirds of Los Angeles County's land area and one-tenth of its population, unofficially grouped into 139 communities and 11 planning areas. Some of these unincorporated communities are as small as a few blocks surrounded by adjacent cities. Other communities are larger in scale, with as many as 150,000 residents, and others cover hundreds of square miles with sparse populations in the high desert.

For the purpose of this Project, "multifamily housing" includes duplexes and triplexes, apartment houses, condominiums, townhouses, mixed-use developments with residential components, and other residential developments containing two or more dwelling units. Single family housing, including those in subdivisions, are not considered for this Project. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway, and South Bay).

2.3 PROJECT CHARACTERISTICS

Los Angeles County is proposing an update to its existing Zoning Ordinance (Title 22, *Planning and Zoning*, of the Los Angeles County Code) to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. In general, the Project proposes changes to the County's parking requirements and development standards by providing opportunities to reduce the number of required parking spaces, provide flexibility in meeting parking requirements, reduce parking land area, and achieve consistency with County housing goals and State standards, as summarized below; refer to Table 1. The detailed amendments to the Zoning Ordinance are included in [Appendix A](#).

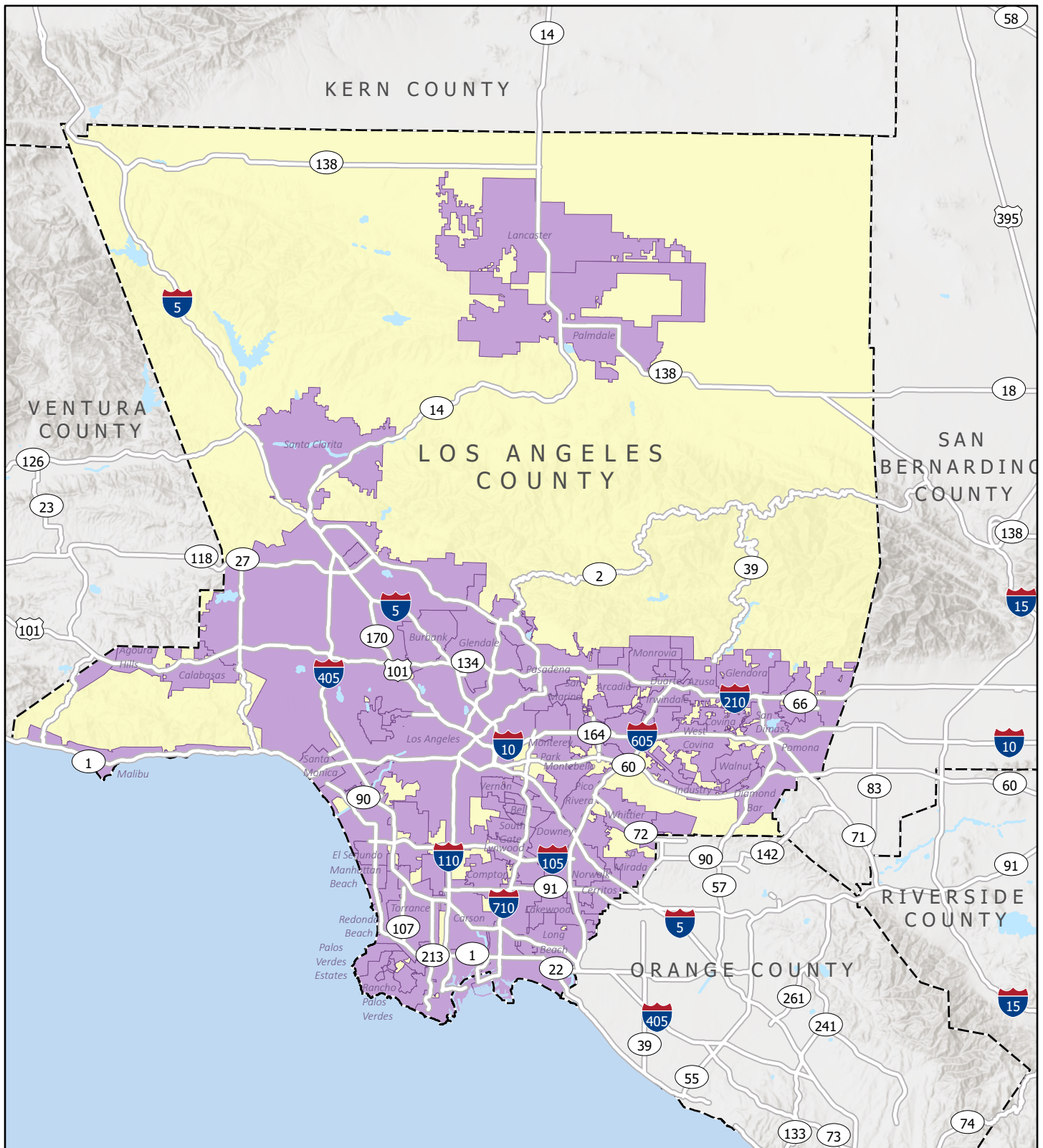
The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in [Appendix A](#). Further the proposed Project would not modify the County's General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities than currently identified within the County's General Plan Land Use Element.

TABLE 1: SUMMARY OF PROPOSED AMENDMENTS

<i>Title 22 Section</i>	<i>Proposed Amendment</i>
22.14.130	Adds a definition for Major Transit Stop, based on definition in state law.
22.14.160	Adds a definition for Public Transit Area, derived from state law.
22.20.070	Applies to Major Commercial Zone (Zone C-MJ). Eliminates requirement that commercial and residential parking be provided separately; clarifies only non-residential uses need a Minor Conditional Use Permit to share parking; the residential shared parking approval process would be ministerial.
22.26.030	Applies to Mixed Use Development Zone (MXD Zone). Eliminates requirement that commercial and residential parking be provided separately.
22.112.020	Specifies that parking requirements could be reduced under a new section created for this ordinance (refer to Section 22.112.130).
22.112.050	Clarifies only non-residential developments must obtain a Parking Permit to include leased parking in meeting the parking requirements; clarifies the owner of multi-family property does not have to own the parking facility, allowing for leased parking with a legal written agreement or covenant. Establishes measures for remaining in compliance with parking requirements in the event of a dissolution of the written agreement or covenant.
22.112.060	Establishes a ministerial process for off-site parking for multifamily residential development; specifies the percentage of parking that can be provided off-site within certain distances of the property, for circumstances in which the off-site parking is also owned by the owner of the multifamily residential development and for circumstances in which the off-site parking is leased.
22.112.070	Incorporates new provisions from state law on zero parking minimums within Public Transit Areas, along with findings for exemption from state law. Modifies minimum parking requirements for apartments with 10 or fewer dwelling units to one space per dwelling unit, and modifies guest parking requirement for apartments with 11 or more dwelling units to 1 space per 10 dwelling units. Removes requirement that parking be covered. Allows for provision of compact parking spaces in residential developments by right. Removes the requirement that one space is assigned to each apartment dwelling unit.
22.112.080	Changes parking dimension standards for multifamily and mixed-use developments; reduces depth of standard tandem parking space; eliminates need for Parking Permit to allow for compact tandem parking spaces. Adds standards and a section for parallel parking spaces.
22.112.130	Allows for reduction in required parking for multifamily developments meeting eligibility requirements specific to the provision of Transportation Demand Management (TDM) measures; provides development standards for residential developments providing TDM measures to qualify for a parking reduction.
22.112.140	Allows for ministerial approval of shared parking through the provision of a parking study.
22.120.080	Updates minimum parking requirements in accordance with State Density Bonus law.
22.140.350	Eliminates requirement that commercial and residential parking be provided separately (applies to mixed-use development in Commercial Zones).

22.140.360	Eliminates requirement that commercial and residential parking be provided separately (applies to vertical mixed-use developments in the Mixed Use Development Zone).
22.178.010	Removes compact parking from the Parking Permit Chapter to allow compact spaces by-right; adds car share or other mobility services to clarify that developers can specifically provide these services as part of the Parking Permit process; clarifies that leasing required spaces could be both short- and long-term.
22.178.050	Amends Parking Permits Findings and Decision for consistency with amendments to the Purpose section in 22.178.010.
22.178.060	Amends Parking Permits Conditions of Approval for consistency with amendments to the Purpose section in 22.178.010; removes off-site parking for residential development from the Parking Permit Chapter.

Figure 2-1: Regional Location

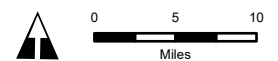


Legend

- County Boundary
- Unincorporated Los Angeles County
- Incorporated Areas of Los Angeles County
- Adjacent County

LOS ANGELES COUNTY TITLE 22 - PLANNING AND ZONING AMENDMENT

Figure 2-1. Regional Location



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3 ENVIRONMENTAL CHECKLIST FORM

3.1 BACKGROUND

1. Project Title: Los Angeles County Multifamily Residential Parking Ordinance Title 22 – Planning and Zoning Amendment
2. Lead Agency Name and Address: County of Los Angeles Department of Regional Planning 320 West Temple Street Los Angeles, CA 90012
3. Contact Person and Address: Alyson Stewart, Principal Planner Los Angeles County 320 West Temple Street Los Angeles, CA 90012 astewart@planning.lacounty.gov
4. Project Location: Los Angeles County (unincorporated areas)
5. Project Sponsor's Name and Address: County of Los Angeles 320 West Temple Street Los Angeles, CA 90012
6. General Plan Designation: Various
7. Zoning: Various
8. Description of the Proposed Project: See Section 2.3.
9. Surrounding Land Uses and Setting: See Section 2.2.
10. Other public agencies whose approval is required: None.
11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.? In compliance with AB 52, the County distributed letters to applicable Native American tribes informing them of the Project on October 6, 2022. At the time this Initial Study was made available for public review, the County received correspondence from the Fernandeno Tataviam Band of Mission Indians, Gabrielino Tongva Indians of California, and Yuhaaviatam of San Manuel Nation; refer to Response 4.18.

3.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a “Potentially Significant Impact” or “Less Than Significant With Mitigation Incorporated” as indicated by the checklist on the following pages.

	Aesthetics		Agriculture and Forestry Resources		Air Quality
	Biological Resources		Cultural Resources		Energy
	Geology and Soils		Greenhouse Gas Emissions		Hazards and Hazardous Materials
	Hydrology and Water Quality		Land Use and Planning		Mineral Resources
	Noise		Population and Housing		Public Services
	Recreation		Transportation		Tribal Cultural Resources
	Utilities and Service Systems		Wildfire		Mandatory Findings of Significance

3.3 DETERMINATION

On the basis of this initial evaluation:

x	I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
	I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
	I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
	I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
	I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

COUNTY OF LOS ANGELES

Alyson Stewart
Principal Planner

Date

3.4 EVALUATION OF ENVIRONMENTAL IMPACTS

The environmental analysis in this section is patterned after CEQA Guidelines Appendix G. An explanation is provided for all responses with the exception of “No Impact” responses, which are supported by the cited information sources. The responses consider the whole action involved, including on- and off-site project level and cumulative, indirect and direct, and short-term construction and long-term operational impacts. The evaluation of potential impacts also identifies the significance criteria or threshold, if any, used to evaluate each impact question. If applicable, mitigation measures are identified to avoid or reduce the impact to less than significant. There are four possible responses to each question:

- Potentially Significant Impact. This response is appropriate when there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries, upon completion of the Initial Study, an EIR is required.
- Less than Significant With Mitigation Incorporated. This response applies when the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact". The Lead Agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level.
- Less than Significant Impact. A less than significant impact is one which is deemed to have little or no adverse effect on the environment. Mitigation measures are, therefore, not necessary, although they may be recommended to further reduce a minor impact.
- No Impact. These issues were either identified as having no impact on the environment, or they are not relevant to the project.

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4 ENVIRONMENTAL ANALYSIS

4.1 AESTHETICS

<i>Except as provided in Public Resources Code Section 21099, would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?				X
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				X
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X

- a) Have a substantial adverse effect on a scenic vista?**
- b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?**
- c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?**
- d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?**

No Impact. Los Angeles County is a vast and visually diverse area. The visual setting of Los Angeles County is comprised of both the built and natural environments, including urbanized areas, coastlines, beaches, foothills, mountains and ridgelines, forests, as well as desert environments. Scenic resources within the County include designated scenic highways and corridors (or routes), hillsides, scenic viewsheds, and ridgelines. Within the Project area, there are three adopted state scenic highways: Angeles Crest Highway Route-2, from 2.7 miles north of I-210 to the San Bernardino County line; Mulholland Highway (two

sections), from SR-1 to Kanan Dume Road, and from west of Cornell Road to east of Las Virgenes Road; and Malibu Canyon–Las Virgenes Highway, from SR-1 to Lost Hills Road. There are also eight highways in the Project area identified with an “Eligible for State Scenic Highway” designation.

The Project proposes amendments to the County’s existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to aesthetics. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in [Appendix A](#). Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Any future development within the Project area would be required to comply with the County’s established regulatory framework, which would be verified through the County’s plan review process. No impacts to aesthetics resources would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.2 AGRICULTURE AND FORESTRY RESOURCES

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d. Result in the loss of forest land or conversion of forest land to non-forest use?				X
e. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

c) Result in the loss of forest land or conversion of forest land to non-forest use?

d) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. Based on data from the California Department of Conservation, the Planning area includes lands that are mapped by the Farmland Mapping and Monitoring Program (FMMP) as Prime Farmland,

Unique Farmland, or Farmland of Statewide Importance.¹ As indicated in the County General Plan, mapped Important Farmland exists in three of the County’s 11 Planning Areas—Antelope Valley, Santa Clarita Valley, and Santa Monica Mountains Planning Areas. The County General Plan’s primary tool for conservation of agricultural resources is the establishment of Agricultural Resource Areas (ARAs) in the Santa Clarita and Antelope valleys, where farming in unincorporated Los Angeles County is generally concentrated. ARAs include Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance, and other areas identified in the General Plan. In addition to ARAs, the County has two agricultural zones: A-1 (Light Agriculture) and A-2 (Heavy Agriculture) where agricultural uses are permitted. The only Williamson Act contracts in effect in the County are for land on Catalina Island; there is no mapped Important Farmland on the Island. The County Zoning Ordinance does not have any land that is zoned exclusively for forest or timberland uses. However, the Los Padres and Angeles National Forests are within the boundaries of Los Angeles County, and forests exist along creeks and other watercourses and in the highest elevations of the San Gabriel Mountains. Forest land within Los Angeles County is protected through the County’s Significant Ecological Area (SEA) Ordinance. The County does not have any zone that is strictly used for forest uses or timberland production.

The Project proposes amendments to the County’s existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact to agriculture or forestry resources. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in Appendix A. Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Therefore, the Project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use; conflict with existing zoning for agricultural use or a Williamson Act contract; result in the loss of forest land or conversion of forest land to non-forest use; or involve any other changes that would impact agricultural or forest use. No impacts to agriculture and forestry resources would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

¹ California Department of Conservation, *California Important Farmland Finder*, <https://maps.conservation.ca.gov/DLRP/CIFF/>, accessed October 7, 2022.

4.3 AIR QUALITY

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?				X
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?				X
c. Expose sensitive receptors to substantial pollutant concentrations?				X
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?				X

- a) Conflict with or obstruct implementation of the applicable air quality plan?**
- b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?**
- c) Expose sensitive receptors to substantial pollutant concentrations?**
- d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?**

No Impact. The Project area is located within two air basins: the Mojave Desert Air Basin (MDAB) and South Coast Air Basin (SCAB), which are within the jurisdictional boundary of the Antelope Valley Air Quality Management District (AVAQMD) and South Coast Air Quality Management District (SCAQMD), respectively. The AVAQMD and SCAQMD are responsible for monitoring air quality as well as planning, implementing, and enforcing programs designed to attain and maintain State and federal ambient air quality standards in the region. The County is classified as a non-attainment area for several pollutants, including ozone and particulate matter, which exceed State and/or federal ambient air quality standards.²

The Project proposes amendments to the County's existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to

² California Air Resources Board, *Maps of State and Federal Area Designations*, <https://ww2.arb.ca.gov/resources/documents/maps-state-and-federal-area-designations>, accessed October 7, 2022.

construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents.

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to air quality. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in Appendix A. Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. The Project would not violate any air quality standard or contribute to an existing air quality violation, would not result in a cumulatively considerable increase of any criteria pollutant, would not expose sensitive receptors to pollutant concentrations, and would not create objectionable odors. Any future development within the Project area would be required to comply with the established regulatory framework specific to air quality, which would be verified through the County's plan review process. Therefore, no impacts to air quality would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.4 BIOLOGICAL RESOURCES

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

- a) ***Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

- b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***
- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?***
- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?***
- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?***
- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?***

No Impact. A number of local plans and ordinances regulate biological resources within the unincorporated areas of Los Angeles County, including the Significant Ecological Areas (SEA) Ordinance, Hillside Management Area (HMA) Ordinance, Oak Tree Ordinance, Oak Woodlands Conservation Management Plan, Santa Monica Mountains North Area Plan, Santa Catalina Island Local Coastal Program, Marina del Rey Local Coastal Program, and Malibu Local Coastal Land Use Plan. The General Plan EIR (Figure 5.4-1 and Figure 5.4-2) shows the locations of special-status plant and wildlife species occurrences and critical habitat for federally-listed plant and wildlife species within the County Planning areas. The County General Plan Conservation and Natural Resources Element contains policies to preserve and protect biological resources, including special status species, habitat linkages, forests, coastal zone, riparian habitats, streambeds, wetlands, woodlands, alpine habitat, chaparral, shrublands, and SEAs.

The Project proposes amendments to the County's existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to biological resources. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in [Appendix A](#). Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. The Project would not affect any special-status species or its habitat, or have a substantial effect on riparian habitat or other sensitive natural community; would not adversely affect wetlands, interfere with wildlife movement or wildlife

corridors, or impede the use of native wildlife nursery sites; would not conflict with local policies or ordinances protecting biological resources, and would not conflict with an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan. Any future development within the Project area would be required to comply with the established regulatory framework relative to biological resources, which would be verified through the County's plan review process. No impacts to biological resources would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.5 CULTURAL RESOURCES

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?				X
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?				X
c. Disturb any human remains, including those interred outside of dedicated cemeteries?				X

- a) **Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?**
- b) **Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?**
- c) **Disturb any human remains, including those interred outside of formal cemeteries?**

No Impact. According to CEQA Guidelines Section 15064.5, a historical resource is a resource listed in, or determined to be eligible for listing in, the California Register of Historical Resources (CRHR); a resource included in a local register of historical resources; or any object, building, structure, site, area, place, record, or manuscript that a lead agency determines to be historically significant. A resource is considered historically significant if it meets at least one of the following criteria:

- Associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States;
- Associated with the lives of persons important to local, California or national history;
- Embodies the distinctive characteristics of a type, period, region or method of construction or represents the work of a master or possesses high artistic values; or
- Has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California or the nation.

As indicated in the General Plan EIR, Los Angeles County contains a variety of historic resources. Approximately 31 historical resources in the unincorporated areas have been designated, and there may be other potential resources that have not been identified, researched, or evaluated for historical significance as defined in CEQA.

Archaeological resources are the physical remains of past human activities and can be either prehistoric or historic in origin. As indicated in the General Plan EIR, over 3,979 archaeological sites have been

recorded in Los Angeles County and the Project area is considered potentially sensitive for archaeological resources. The potential exists for previously unknown archeological resources and/or human remains to be discovered/disturbed during future ground disturbing activities.

The Project proposes amendments to the County's existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents.

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to cultural resources. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in Appendix A. Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Any future development within the Project area would be required to comply with the established regulatory framework relative to cultural resources, which would be verified through the County's plan review process. No impacts to cultural resources would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.6 ENERGY

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?				X
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				X

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact. Title 31 of the Los Angeles County Code contains the Green Building Standards Code, which encourages sustainable construction practices and requires applicable projects to provide energy saving features. Additionally, the County's Renewable Energy Ordinance, adopted in 2016, amended the County Zoning Ordinance for the review and permitting of solar and wind energy projects. The ordinance helps California meet its goals for renewable energy generation and greenhouse gas reduction, while minimizing environmental and community impacts.

The Project proposes amendments to the County's existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents.

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to energy. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in [Appendix A](#). Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Any future development within the Project area would be required to comply with the County's established regulatory framework, which would be verified through the County's plan review process. Any future development within the Project area would be required to comply with the established regulatory framework relative to energy resources, which would be verified through the County's plan review process. The Project would not result in any potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy

resources and would not conflict with a state or local plan for renewable energy or energy efficiency. Therefore, no impacts to energy would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.7 GEOLOGY AND SOILS

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
2) Strong seismic ground shaking?				X
3) Seismic-related ground failure, including liquefaction?				X
4) Landslides?				X
b. Result in substantial soil erosion or the loss of topsoil?				X
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				X
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X

- a) ***Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:***
- 1) ***Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.***
 - 2) ***Strong seismic ground shaking?***
 - 3) ***Seismic-related ground failure, including liquefaction?***
 - 4) ***Landslides?***
- b) ***Result in substantial soil erosion or the loss of topsoil?***
- c) ***Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?***
- d) ***Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?***
- e) ***Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?***
- f) ***Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?***

No Impact. The Project area is typified by diverse landforms and topography, ranging from flat-lying areas of very little relief, to rugged mountain terrain with prevailing slopes in excess of 50 percent. As indicated in the General Plan and General Plan EIR, Los Angeles County is part of the seismically active region of Southern California and contains numerous faults. As shown in Figure 12.1 of the General Plan, the Project area includes areas susceptible to seismically-induced landslides and liquefaction, and several areas of the Project Area are within designated Alquist-Priolo Zones.³

Most parts of the Project area are typified by gentle to moderate topography and slopes and are less susceptible to erosion and/or the loss of topsoil. However, areas with steep slopes, particularly those where grading has taken place, may be susceptible to erosion and/or loss of topsoil. Potential erosion impacts are mitigated through the County Hillside Management Areas Ordinance's regulation of areas with a natural slope gradient of 25 percent or steeper. Additionally, the County's Low Impact Development (LID) Ordinance provides post-construction requirements for the management of storm runoff. Storm water mitigation measures are required for new development and redevelopment projects, in accordance with the Regional Water Quality Control Board's (RWQCB) National Pollutant Discharge Elimination

³ Los Angeles County, *General Plan Update - Figures*, <https://planning.lacounty.gov/generalplan/figures2015>, accessed October 10, 2022.

System (NPDES) Permit. Compliance with the LID Ordinance and NPDES permit is required for development projects to reduce the quantity and improve the quality of rainfall runoff that leaves the site.

As indicated in the General Plan EIR, the Project area contains significant, nonrenewable, paleontological resources and are considered to have high sensitivity.

The Project proposes amendments to the County's existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to geology and soils. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in [Appendix A](#). Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Any future development within the Project area would be required to comply with the established regulatory framework relative to geology and soils, which would be verified through the County's plan review process. The Project would not result in any impact related to risks to people or property associated with seismic hazards; would not result in substantial soil erosion; would not result in impacts related to soils susceptible to landslide, lateral spreading, subsidence, liquefaction or collapse; and would not require the construction of any wastewater disposal systems. Therefore, no impacts to geology and soils would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.8 GREENHOUSE GAS EMISSIONS

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				X
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X

a) *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

b) *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

No Impact. Various gases in the Earth’s atmosphere, classified as atmospheric greenhouse gases (GHGs), play a critical role in determining the Earth’s surface temperature. Emissions of GHGs contributing to global climate change are attributable in large part to human activities associated with the industrial/manufacturing, utility, transportation, residential, and agricultural sectors. The Community Climate Action Plan (CCAP) is the County’s plan to reduce GHG emissions and is an implementing component of the Air Quality Element in the General Plan. The County is in the processing of updating the CCAP and will be incorporating additional new actions that will further reduce GHG emissions.

The Project proposes amendments to the County’s existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to GHG emissions. The proposed Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in [Appendix A](#). Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. The Project is consistent with the CCAP, as it enables a denser, more efficient land use pattern and improves access to multimodal transportation for County residents. Any future development within the Project area would be required

to comply with the established regulatory framework, including the CCAP. The Project would not directly or indirectly generate GHG emissions and would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the GHG emissions. Therefore, no impacts to greenhouse gas emissions would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.9 HAZARDS AND HAZARDOUS MATERIALS

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				X
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				X

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

- b) *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?***
- c) *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?***
- d) *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?***
- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?***
- f) *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?***
- g) *Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?***

No Impact. The General Plan EIR indicates that numerous sites within the Project area are listed on hazardous materials databases compiled pursuant to Government Code Section 65962.5. There are land uses in the Project area that typically involve the use, storage, disposal and transportation of hazardous materials, such as fuels, lubricants, solvents and degreasers, and paints. Los Angeles County faces major wildland fire threats due to its hilly terrain, dry weather conditions, and the nature of its plant coverage. As shown in Figures H.1 and H.2 of the General Plan, much of the unincorporated County is within designated Very High Fire Hazard Severity Zones. As indicated in the General Plan EIR, Agua Dulce Airport in Santa Clarita Valley and Catalina Airport are located within the unincorporated County, while Los Angeles International Airport, Palmdale Regional Airport, and the William J. Fox Airfield also have airport influence areas that include portions of the unincorporated County.

The General Plan Safety Element contains policies and programs to protect residents from hazards and hazardous materials. Additionally, the County's All-Hazards Mitigation Plan sets strategies for coping with the natural and man-made hazards faced by residents and serves as the County's disaster response plan. The Office of Emergency Management is responsible for organizing and directing the preparedness efforts of the Emergency Management Organization of Los Angeles County. The emergency response plan for the unincorporated areas of the County is the Operational Area Emergency Response Plan, which strengthens short and long-term emergency response and recovery capability and identifies emergency procedures and emergency management routes in the County. According to the General Plan EIR, the County Department of Public Works also maintains a "Disaster Routes with Road Districts" Map.

The Project proposes amendments to the County's existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically

concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to hazards and hazardous materials. The proposed Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in Appendix A. Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Any future development within the Project area would be required to comply with the established regulatory framework relative to hazards and hazardous materials, which would be verified through the County's plan review process. No impacts to hazards and hazardous materials would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.10 HYDROLOGY AND WATER QUALITY

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?				X
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin				X
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				X
1) result in substantial erosion or siltation on- or off-site;				X
2) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;				X
3) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				X
4) impede or redirect flood flows?				X
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				X
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				X

- a) *Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?*
- b) *Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*
- c) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:*
 - 1) *result in substantial erosion or siltation on- or off-site;*
 - 2) *substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;*
 - 3) *create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or*
 - 4) *impede or redirect flood flows?*
- d) *In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?*
- e) *Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?*

No Impact. According to the General Plan EIR, Los Angeles County spans parts of three hydrologic regions: the South Coast Region, extending from Ventura County to the border of Mexico; the South Lahontan Region, from San Bernardino County and northern Los Angeles County on the south to Mono County on the north; and a small portion of the County is in the Tulare Lake Hydrologic Region, which consists of the southern half of the San Joaquin Valley. The County includes part or all of six major watersheds: the Antelope Valley Watershed, the Los Angeles River Watershed, the Dominguez Channel and Los Angeles Harbor Watershed, the San Gabriel River Watershed, the Santa Clara River Watershed, and the Santa Monica Bay Watershed (Malibu Creek and Ballona Creek). The County overlays numerous groundwater basins and subbasins.

There are nine water quality control boards statewide. Each regional board prepares and maintains a Water Quality Control Plan (Basin Plan), which establishes water quality standards for the ground and surface waters of the region. The Basin Plans include an implementation plan describing the actions by the Regional Board and others that are necessary to achieve and maintain the water quality standards. The Los Angeles Regional Water Quality Control Board, Lahontan Regional Water Quality Control Board, and Central Valley Regional Water Quality Board are responsible for implementing the federally-mandated NPDES program in Los Angeles County through the adoption of Orders, which are effectively the NPDES Permits for that region. The County's Stormwater Ordinance requires that the discharge, deposit, or disposal of any stormwater and/or runoff to storm drains must be covered by an NPDES Stormwater Permit. Additionally, the County's LID Ordinance provides post-construction requirements for the management of storm runoff.

As shown in Figure 12.2a, which is based on Federal Emergency Management Agency (FEMA) National Flood Insurance Program maps, most of the unincorporated County is in an area of minimal flood hazard; however, some unincorporated land is within FEMA-designated flood hazard zones (i.e., 1 Percent Annual Chance of Flood and 0.2 Percent Annual Chance of Flood).

Los Angeles County is located adjacent to the Pacific Ocean. Figure 12.3 in the General Plan identifies Tsunami Hazard Areas in Los Angeles County, which include Marina del Rey, Santa Catalina Island, and portions of the Santa Monica Mountains Coastal Zone. Additionally, there are numerous dams within the County and the Project area includes dam inundation areas.

The Project proposes amendments to the County's existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to hydrology and water quality. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in [Appendix A](#). Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Any future development within the Project area would be required to comply with the established regulatory framework relative to hydrology and water quality, which would be verified through the County's plan review process. The Project would not result in any impact related to water quality standards, groundwater supplies or recharge, or alter existing drainage conditions which would impact erosion, drainage patterns, and storm water runoff and pollution. Further, the Project would not risk release of pollutants due to project inundation as a of flood hazards, tsunamis, or seiche, and would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. Therefore, no impacts to hydrology and water quality would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.11 LAND USE AND PLANNING

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?				X
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

a) Physically divide an established community?

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. Los Angeles County is one of the largest counties in the country and contains a number of communities with residential and non-residential uses. Geographic features such as the Santa Monica and San Gabriel mountains, and streets and highways traverse the County.

The Project proposes amendments to the County’s existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to land use and planning. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment specific to parking standards for multifamily residential development. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in Appendix A. Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. The Project would not result in any impact related to physically dividing an established community, nor would it conflict with any adopted land use or other related plans, policies, or regulations for the purpose of avoiding or mitigating an environmental effect. Any future development within the Project area would be required to comply with the County’s established regulatory framework, which would be verified through the County’s plan review process. No impacts to land use and planning would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.12 MINERAL RESOURCES

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. The Surface Mining and Reclamation Act of 1975 (SMARA) requires classification of land into mineral resource zones (MRZs) according to the area’s known or inferred mineral potential. Lands classified MRZ-2 are areas that contain identified mineral resources. According to the General Plan, four major MRZ-2s are identified in, or partially within the unincorporated areas: Little Rock Creek Fan, Soledad Production Area, Sun Valley Production Area, and Irwindale Production Area.

The Project proposes amendments to the County’s existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not involve the loss of availability of a known mineral resource or locally-important mineral resource recovery site. The proposed Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in Appendix A. Further, the proposed Project would not modify the County General Plan Land Use Element or land use map. Any future development within the Project area would be required to comply with the established regulatory framework, which would be verified through the County’s plan review process. No impacts to land use and planning would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.13 NOISE

<i>Would the project result in:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X
b. Generation of excessive groundborne vibration or groundborne noise levels?				X
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

- a) *Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?***
- b) *Generation of excessive groundborne vibration or groundborne noise levels?***
- c) *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?***

No Impact. The General Plan Noise Element contains goals and policies to reduce and limit the exposure of the general public to excessive noise levels. Los Angeles County Code Title 12, Chapter 12.08, *Noise Control*, contains the County’s Noise Control Ordinance. Section 12.08.390 of the County Code provides standards for exterior noise levels. Title 12, Chapter 12.12, *Building Construction Noise*, provides standards for noise generated by construction. As indicated in the General Plan EIR, of the 15 airports within Los Angeles County, Agua Dulce Airport in Santa Clarita Valley and Catalina Airport are located within the unincorporated County, while Los Angeles International Airport, Palmdale Regional Airport, and the William J. Fox Airfield also have airport influence areas that include portions of the unincorporated County.

The Project proposes amendments to the County’s existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to

construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to noise or modifications to the County's Noise Control Ordinance. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in Appendix A. Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Any future development within the Project area would be required to comply with the County's established regulatory framework relative to noise, which would be verified through the County's plan review process. No impacts to noise would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.14 POPULATION AND HOUSING

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. The Project proposes amendments to the County’s existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to population and housing, including displacement of existing people or housing. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in [Appendix A](#). Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Any future development within the Project area would be required to comply with the County’s established regulatory framework, which would be verified through the County’s plan review process. No impacts to population and housing would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.15 PUBLIC SERVICES

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1) Fire protection?				X
2) Police protection?				X
3) Schools?				X
4) Parks?				X
5) Other public facilities?				X

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- i) Fire protection?**
- ii) Police protection?**
- iii) Schools?**
- iv) Parks?**
- v) Other public facilities?**

No Impact. Fire suppression services in unincorporated Los Angeles County are provided by the Los Angeles County Fire Department (LACoFD) and law enforcement services are provided by the Los Angeles County Sheriff's Department (LACSD). A number of school districts operate in the unincorporated portions of the County. The County owns and operates parks and recreational facilities in both unincorporated areas and cities in Los Angeles County. As specified in the General Plan Parks and Recreation Element, the County standard for the provision of parkland is four (4) acres of local parkland per 1,000 residents of the

population in the unincorporated areas, and six (6) acres of regional parkland per 1,000 residents of the total population of Los Angeles County. Library services in the County are provided by the County of Los Angeles Public Library.

The Project proposes amendments to the County's existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to public services, including fire, police, and emergency services, schools, parks, or other public facilities. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in [Appendix A](#). Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Any future development within the Project area would be required to comply with the County's established regulatory framework, which would be verified through the County's plan review process. No impacts to public services would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.16 RECREATION

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

No Impact. The County owns and operates parks and recreational facilities in both unincorporated areas and cities in Los Angeles County. As specified in the General Plan Parks and Recreation Element, the County standard for the provision of parkland is four (4) acres of local parkland per 1,000 residents of the population in the unincorporated areas, and six (6) acres of regional parkland per 1,000 residents of the total population of Los Angeles County

The Project proposes amendments to the County's existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to recreation. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in [Appendix A](#). Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Any future development within the Project area would be required to comply with the County's established regulatory framework, which would be verified

through the County's plan review process. No impacts to recreation would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.17 TRANSPORTATION

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				X
b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?				X
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
d. Result in inadequate emergency access?				X

- a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?**
- b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?**
- c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**
- d. Result in inadequate emergency access?**

No Impact. The General Plan Mobility Element provides an overview of the transportation infrastructure and strategies for developing an efficient and multimodal transportation network for all users of a road or street, including pedestrians, bicyclists, users of public transit, motorists, children, seniors, and persons with disabilities. The Highway Plan and the Bicycle Master Plan are sub-components of the Mobility Element.

The Project proposes amendments to the County's existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to transportation.

The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in [Appendix A](#). Further, the proposed Project would not modify the General Plan Mobility Element, Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the General Plan Land Use Element. The Project supports several goals within the Mobility Element, particularly Goals M-2, M-4, and M-5, by improving access to multimodal transportation. The Project would not conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities; conflict with or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b); increase hazards due to a geometric design feature or incompatible use; or propose any changes to the County's existing roadway system that would result in inadequate emergency access. Any future development within the Project area would be required to comply with the County's established regulatory framework, which would be verified through the County's plan review process. No impacts to transportation would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.18 TRIBAL CULTURAL RESOURCES

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
1) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or				X
2) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.				X

a) *Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or*

b) *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.*

No Impact. As described above in Section 4.5, *Cultural Resources*, the County contains numerous cultural resources and the potential exists for previously unknown archeological resources and/or human remains to be discovered/disturbed during future ground disturbing activities.

The Project proposes amendments to the County’s existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to

revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

Assembly Bill (AB) 52 requires that lead agencies evaluate a project’s potential impact on “tribal cultural resources”, which include “[s]ites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources”. AB 52 also gives lead agencies the discretion to determine, based on substantial evidence, whether a resource qualifies as a “tribal cultural resource.” AB 52 applies whenever a lead agency adopts an environmental impact report, mitigated negative declaration, or negative declaration.

In compliance with AB 52, the County provided formal notification to California Native American Tribal representatives regarding the project. At the time this Initial Study was made available for public review, the County received correspondence from the Fernandeano Tataviam Band of Mission Indians, Gabrielino Tongva Indians of California, and Yuhaaviatam of San Manuel Nation. The Tribes generally indicated that due to the nature of the proposed Project, further consultation was not necessary at this time; however, they requested to be notified of future projects that may involve ground-disturbing activities in accordance with AB 52.

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to tribal cultural resources. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in [Appendix A](#). Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Any future development within the Project area would be required to comply with the established regulatory framework relative to tribal cultural resources including compliance with AB 52, as appropriate, which would be verified through the County’s plan review process. No impacts to tribal cultural resources would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.19 UTILITIES AND SERVICE SYSTEMS

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water, or wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?				X
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				X
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				X
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				X

- a) *Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?***
- b) *Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?***
- c) *Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?***
- d) *Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?***

e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact. According to the General Plan EIR, water agencies that serve portions of unincorporated Los Angeles County include: the Metropolitan Water District; Antelope Valley-East Kern Water Agency; Castaic Lake Water Agency; Littlerock Creek Irrigation District; and Palmdale Water District. Water supplies come from a variety of sources, including imported water from the State Water Project and Colorado River Aqueduct, groundwater, surface water, recycled water, desalination, and stormwater capture and direct use.

The Los Angeles County Sanitation Districts provides wastewater treatment to many areas of unincorporated Los Angeles County as well as to 78 cities in Los Angeles County.⁴ Other wastewater treatment providers that serve parts of unincorporated Los Angeles County include LA Sanitation & Environment and Las Virgenes Municipal Water District.

A variety of solid waste collection providers serve Los Angeles County. In 2019, based on a total disposal of 10.5 million tons (excluding inert waste and imports) and the 65-percent diversion rate, the County generated approximately 30.1 million tons of solid waste or an average of 96,500 tons per day.⁵ According to the Solid Waste Information System database, there are 208 active solid waste facilities, operations, and/or disposal sites in Los Angeles County.⁶

Southern California Edison (SCE) provides electricity to the County and Southern California Gas Company (SoCalGas) provides gas service to the County.^{7, 8} Telecommunications services are provided by a variety of service providers, including AT&T, Verizon, and Spectrum.

The Project proposes amendments to the County's existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to utilities and

⁴ Los Angeles County Sanitation Districts, *Who We Are: Our Agency*, <https://www.lacsd.org/about-us/who-we-are/our-agency>, accessed October 17, 2022.

⁵ Los Angeles County Public Works, 2019 Countywide Integrated Waste Management Plan, <https://dpw.lacounty.gov/epd/swims/ShowDoc.aspx?id=14372&hp=yes&type=PDF>, accessed October 17, 2022.

⁶ CalRecycle, *SWIS Facility/Site Search*, <https://www2.calrecycle.ca.gov/SolidWaste/Site/Search>, accessed October 17, 2022.

⁷ Southern California Edison, *Southern California Edison's Service Area*, https://download.newsroom.edison.com/create_memory_file/?f_id=5cc32d492cfac24d21aecf4c&content_verified=True, accessed October 17, 2022.

⁸ Southern California Gas Company, *List of Cities and Communities Served*, <https://tariff.socalgas.com/regulatory/tariffs/tm2/pdf/CITIES.pdf?ga=2.260165455.312924021.1639588899-1879876423.1636571672>, accessed October 17, 2022.

service systems. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in Appendix A. Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Any future development within the Project area would be required to comply with the established regulatory framework, which would be verified through the County's plan review process. No impacts to utilities and service systems would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.20 WILDFIRE

<i>If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?				X
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				X
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. As discussed in Section 4.9, *Hazards and Hazardous Materials*, Los Angeles County faces major wildland fire threats due to its hilly terrain, dry weather conditions, and the nature of its plant coverage. As shown in Figures H.1 and H.2 of the General Plan, much of the unincorporated County is within designated Very High Fire Hazard Severity Zones. The County's All-Hazards Mitigation Plan serves as the County's disaster response plan. The Office of Emergency Management is responsible for organizing and directing the preparedness efforts of the Emergency Management Organization of Los Angeles County.

The emergency response plan for the unincorporated areas of the County is the Operational Area Emergency Response Plan, which strengthens short and long-term emergency response and recovery capability and identifies emergency procedures and emergency management routes in the County. According to the General Plan EIR, the County Department of Public Works also maintains a “Disaster Routes with Road Districts” Map.

The Project proposes amendments to the County’s existing Zoning Ordinance, which covers all unincorporated areas of Los Angeles County. The Project would update the County Zoning Ordinance to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. Multifamily housing is typically concentrated in the urban and suburban communities in six planning areas in the southern half of Los Angeles County (Westside, Metro, West San Gabriel, East San Gabriel, Gateway and South Bay).

The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA, and would not result in any impact related to wildfire. The Project does not propose site-specific development, but is rather a Zoning Ordinance amendment. The proposed Zoning Ordinance amendments would not modify the Los Angeles County Zoning Map, zones, or other development standards not specifically identified in Appendix A. Further, the proposed Project would not modify the County General Plan Land Use Element or land use map, and would not allow for multifamily residential development at greater densities or additional locations than currently identified within the County General Plan Land Use Element. Any future development within the Project area would be required to comply with the County’s established regulatory framework relative to wildfires, as applicable, which would be verified through the County’s plan review process. No impacts to wildfire would occur as a result of the proposed Project.

Mitigation Measures: No mitigation is required.

4.21 MANDATORY FINDINGS OF SIGNIFICANCE

<i>Would the project:</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X
b. Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.				X
c. Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				X
d. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X

- a) ***Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?***
- b) ***Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?***
- c) ***Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable***

when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

- d) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?**

No Impact. The proposed amendments to the County Zoning Ordinance would not result in any physical environmental changes, as defined by CEQA. As discussed throughout this Initial Study, the Project does not have the potential to substantially degrade the quality of the environment or result in significant environmental impacts. The Project does not propose site-specific development and would not substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. Additionally, the Project would not result in significant short-term or long-term environmental impacts. Thus, the Project would not achieve short-term environmental goals to the disadvantage of long-term environmental goals. Based on the analysis contained in this Initial Study, the proposed Project would not have cumulatively considerable impacts. Previous sections of this Initial Study reviewed the proposed Project's potential impacts to human beings related to several environmental topical areas. As determined throughout this Initial Study, the proposed Project would not result in any potentially significant impacts.

5 REFERENCES

California Air Resources Board, *Maps of State and Federal Area Designations*, <https://ww2.arb.ca.gov/resources/documents/maps-state-and-federal-area-designations>, accessed October 7, 2022.

California Department of Conservation, *California Important Farmland Finder*, <https://maps.conservation.ca.gov/DLRP/CIFF/>, accessed October 7, 2022.

Los Angeles County, *2035 General Plan*, October 2015 (updated July 2022).

Los Angeles County, *General Plan Update - Figures*, <https://planning.lacounty.gov/generalplan/figures2015>, accessed October 10, 2022.

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Summaries of Multifamily Residential Parking Study
2022

Research performed by urban planners and developers of affordable housing demonstrates that zoning regulations result in higher housing prices, with parking requirements being a key regulation. More studies that have come to this conclusion exist than can be included in this summary, but below are a few key findings (numbers in parentheses refer to citations listed below the summary):

- Economists Edward L. Glaeser and Joseph Gyourko, in their 2003 research paper for the Federal Reserve Bank of New York, (1) suggests that **zoning strictness is highly correlated with high housing prices.**
- Housing economist Brian Bertha, in 1964 (2), discovered the effects of parking minimums where they had not previously existed in Oakland, CA. **With the introduction of parking requirements in 1961, the construction cost per apartment increased by 18 percent, and the number of apartments on a typical lot fell by 30 percent.**
- UCLA professor Michael Manville's 2014 article (3), highlights the impact that parking requirements have on housing development in Los Angeles:
 - The article states that **when on-site parking is required for each housing unit, developers cannot build housing for people without a car.**
 - The article mentions the City of Los Angeles' Adaptive Reuse Ordinance (ARO) and concludes **that, by allowing for a more localized and context-specific approach to parking requirements, the City was successful in converting underutilized buildings into a significant number of residential housing units.**
 - The article clarifies that **removing parking requirements is not the same thing as prohibiting parking from being built.** Because many housing buyers want parking, developers will still provide parking to meet the market demand and rent for as much as they can. Eliminating parking minimums allows developers to provide parking in the way they think is best, rather than a one-size-fits-all requirement.
- A 2017 research study (4), conducted by C.J. Gabbe (University of Santa Clara) and Gregory Pierce (UCLA) concludes that the **costs of providing garage parking are high, and these costs are passed on to renters in the form of higher rents. "Today, we are in the midst of an urban housing affordability crisis, and outdated municipal parking requirements are partly to blame."** Their study found that structured parking adds \$35,945 per residential unit.
- A 2021 article by Anthony Dedousis, Mott Smith, and Michael Manville (5) featured on *Streetsblog Cal* highlights how the elimination of parking requirements for multifamily residential developments near transit could bolster the production of housing. Citing research in San Diego, CA, **parking reform helped make affordable housing developments more economically viable, thus proving that parking requirements in some cases add a considerable cost to housing development and preclude its development.**
- Jeffrey Spivak's 2018 article in *Planning Magazine* (6) discusses the City of Minneapolis' parking reform which included reducing multi-family parking requirements by half for larger apartment projects and eliminating requirements for developments with 50 or fewer units near transit. **As a result of Minneapolis' parking reform, developers proposed projects with fewer parking spaces, which in turn lowered the cost of construction, and lowered rents.** The article states "New studio apartments, which typically went for \$1,200 per month, were being offered for less than \$1,000 per month."

As more jurisdictions explore off-street parking reform, it is important to understand and acknowledge the overwhelming empirical evidence that supports that reform. Examples of this evidence, based on data Walker has collected at actual residential developments in Southern California:



- Based on a study of actual parking demand in Vista, CA, Walker Consultants concluded that **the actual parking demand generated by multifamily residential developments** (1.20 to 187 spaces per unit) was **lower than the code requirement** of 2.33 to 3.0 parking spaces per unit.
- Based on a study Walker conducted for the City of Orange, CA, Walker found that the demand for parking generated by multifamily developments with one or two units was less than code requirements (by 0.32 to 0.96 spaces per bedroom). Additionally, Walker concluded that **demand for parking can vary and depends on many factors, such as neighborhood context, location, and on-street parking policies and availability**. This suggests that a one-sized fits all parking requirement is likely inappropriate and can cause developers to devote more resources to parking and less to building housing on the parcels where they build.
- Since the completion of this study, Henry Grabar (7) introduces the subject by highlighting a developer who, after ten years, failed in her efforts to build eighteen Affordable housing units in Solana Beach because minimum parking requirements resulted in a need for a multilevel parking garage, making the project economically unfeasible.

List of Citations:

- (1) Glaeser, Edward L and Gyourko, Joseph. 2003. *The Impact of Building Restrictions on Housing Affordability*. Federal Reserve Bank of New York.
- (2) Bertha, Brian. 1964. "Appendix A." In *The Low-Rise Speculative Apartment*, by Wallace Smith. Berkeley: Center for Real Estates and Urban Economics, Institute of Urban and Regional Development, University of California.
- (3) Manville, Michael. 2014. *Parking Requirements and Housing Development: Regulation and Reform in Los Angeles*. Access Magazine Spring 2014 Edition.
- (4) Gabbe, C.J. and Price, Gregory. 2017. *The Hidden Cost of Bundled Parking*. Access Magazine Spring 2017 Edition.
- (5) Smith, Mott, Dedousis, Anthony, and Manville, Michael. 2021. *Parking Requirements Are Not a Useful Bargaining Chip for Increasing Affordable Housing*. Streetsblog Cal.
- (6) Spivak, Jeremy. 2018. *People Over Parking*. American Planning Association Planning Magazine October 2018.
- (7) Grabar, Henry. 2023. *Paved Paradise: How Parking Explains the World*. Penguin Press.

Walker Consultants (“Walker”) analyzed 2019 American Community Survey 5-Year Estimate data to present the socioeconomic and demographic data for the unincorporated areas of Los Angeles County.

In general, Walker found that while car reliance is high for residents of unincorporated communities regardless of housing tenure (i.e., owner vs. renter), there are slight differences. For example, **home ownership is slightly more correlated with driving alone than is renting**. When looking at all commute modes, homeowners are more likely to drive alone and work from home, while renters are more likely to utilize public transportation, walk, taxi, motorcycle, bike, or use other means, indicating that where other (non-single occupancy vehicle) commuting options are available, such as near high-frequency transit, residents of multifamily properties (typically renters) are more inclined to utilize those modes than owners. This may translate into less demand for parking as compared to owner-occupied units.

Walker found a strong relationship between housing tenure (home ownership versus renting) and vehicles available (vehicles kept at the home for use by members of the household). Based on the correlation analysis that Walker conducted, Walker infers in general terms that **homeowners typically have more vehicles available than renters**.

Despite these observed patterns that home ownership is slightly more correlated with driving alone than is renting and homeowners typically have more vehicles available than renters, **current Title 22 parking requirements for single-family homes (two spaces per single family home) are actually less than they are for apartments containing two or more bedrooms (two spaces plus one-fourth guest parking per dwelling unit)**. This finding indicates that **currently Title 22 parking requirements over-require parking for multifamily housing, impeding the production of much-needed housing units**.

Walker Consultants (“Walker”) studied existing parking demand by counting the number of cars parked and the number of dwelling unit per development at multifamily properties in a number of unincorporated communities within seven Planning Areas across Los Angeles County in order to calculate actual parking demand ratios in current multifamily developments. In analyzing the data, Walker found the following at market-rate multifamily developments:

- Demand for parking varied by Planning Area.
 - The lowest demand for vehicles per dwelling unit ratio was found in the West San Gabriel Valley Planning Area with a weighted average of 1.15 parked vehicles per dwelling unit. The lowest demand for vehicles per bedroom ratio was in East San Gabriel Valley Planning Area with 0.65 parked vehicles per bedroom, closely followed by 0.76 parked vehicles per bedroom found in the Metro Planning Area.
 - The highest demand for vehicles per dwelling unit ratio was found in the Gateway Planning Area with a weighted average of 1.80 parked vehicles per dwelling unit. The highest demand per bedroom ratio was found in the Santa Clarita Valley Planning Area with 1.33 parked vehicles per bedroom.
- In comparing the current parking requirements for multifamily developments per Title 22 (Planning and Zoning) of the Los Angeles County Code to the data that were collected at survey sites throughout the seven Planning Areas, Walker notes that **Title 22 requirements are higher than the current demand observed for all seven Planning Areas in the study.**
- In Walker’s evaluation of parking demand, Walker included parking demand generated by the multifamily developments that was observed in on-street parking spaces.
- In looking at the weighted¹ average of unincorporated LA County as a whole, Walker notes that **Title 22 requires 0.47 more parking spaces per unit (25 percent more parking spaces) than the actual observed demand.** Based on these findings, Title 22 typically requires more parking than is being used, and there are significant differences observed across the different Planning Areas. With these findings, Walker determined that a one-size-fits all approach to parking requirements was found to be inflexible, and not the most suitable standard to apply unilaterally to all unincorporated communities, especially given the County, regional and State goals and priorities currently placed on housing production.

Walker also carried out a similar study on parking demand for Affordable, mixed Affordable and market-rate, and senior Affordable multifamily housing developments. These properties are subject to Title 22 density bonus parking requirements (as required by the State of California), which are lower than Title 22 parking requirements for non-Affordable developments. Based on the data collected, Walker did not find evidence that parking demand was lower than the density bonus requirements, so does not recommend changes to current Title 22 parking minimums for Affordable housing developments.

¹ Weighted average was used as it is a more accurate measure of central tendency for this study. For example, if a survey site has 400 units and a demand ratio of 1.5, and a second site has 100 units and a demand ratio of 1.2., a simple average results in a ratio of 1.35, while the weighted average results in a ratio of 1.44. The latter is more accurate as there are more units (“weight”) in the first survey site, thus that should be a factor in the calculation.

Walker conducted eight one-on-one interviews with developers of multifamily housing and County staff, with a focus on their experiences with existing LA County parking requirements for market-rate, Affordable multi-family housing, and mixed-use developments. Interviewees discussed challenges and solutions for streamlining site plan reviews related to parking to facilitate the production of housing units.

Challenges to Existing Parking Requirements:

The following key challenges were identified for current Title 22 parking requirements:

- Particularly for market-rate development projects, **parking requirements are an impediment to development and often result in fewer residential units being built.**
- **Parking requirements increase the amount of land needed to build housing.** Small development projects can become economically infeasible if a parking deck or multi-story configuration is needed.
- One of the most **significant cost impacts of parking requirements is when requirements result in the need to build additional levels of parking.** The need for one additional parking space can result in the need to build an additional parking level, resulting in an increase of millions of dollars to the project budget.
- **Project site constraints**, especially on infill sites, have a **significant impact on the extent to which projects can meet the parking requirements** on-site and the cost of meeting the requirements on-site.
- **Parking requirements impact housing affordability** because they often result in the need to build at the high end of the market, thus resulting in the need to charge higher rents.
- **Parking requirements can lengthen the amount of time projects are reviewed in the development process.** Zoning-related parking issues can result in lengthy reviews and more staff time to conduct the reviews.
- Title 22 currently has options to reduce parking requirements, but those options are discretionary approval processes. **Discretionary approvals often take longer and have less predictability for developers.**

Key Considerations

The following considerations were cited by interviewees:

- Criteria cited to reduce parking demand included **proximity to transit, walkability to neighborhood amenities (e.g. grocery store, pharmacy, etc.), and provision of bicycle parking or nearby bicycle facilities.**
- **Flexibility is important to developers in how they satisfy the parking requirement.** At the same time, the parking ordinance should be clearly articulated, defined, understood, and applied.
- The development market impacts the amount of parking that is required to serve a development. Developments in certain locations are marketed toward clientele that would be willing to have their parking unbundled and to use car share or other transportation options. Developments in other locations may need to be built with more parking spaces to accommodate the needs of the potential residents who may prefer to keep their personal cars. **Even if parking requirements are lowered or eliminated, developers may still elect to build parking or provide beyond the minimum to ensure that they can rent out all residential units they build.**

Walker identified and analyzed eight municipalities that have enacted parking reforms and where residents experience high housing costs that are similar to Los Angeles County. The eight municipalities that Walker evaluated included Santa Monica, CA, San Francisco, CA, Berkeley, CA, Los Angeles, CA, San Diego, CA, Oakland, CA, Portland, OR, and Minneapolis, MN. From the list of eight municipalities, four municipalities were selected that were determined by Walker and County staff to have the most relevance to LA County, which are Minneapolis, Berkeley, Oakland, and San Diego.

The following summarizes the key parking reform for each of the four selected municipalities:

- **Minneapolis:** The City has enacted several parking policy reforms that have had impacts on the production of multifamily residential uses. In 2021, the City eliminated parking minimums on all new developments citywide to align with the City's goals outlined in the Minneapolis 2040 Plan and the Transportation Action Plan. The City also expanded residential parking maximums.
 - Producing more housing units and reducing the cost of housing were major factors that informed the City's decision to eliminate parking minimums.
 - Along with the elimination of parking minimums, the City expanded its transportation demand management (TDM) program, which requires residential developments of at least 50 units to implement TDM measures designed to reduce automobile trips and increase walking, cycling, and transit trips.
- **Berkeley:** In 2021, the City eliminated parking minimums for residential properties citywide, with a few exceptions on hillside properties. The City also implemented parking maximums (restrictions on the number of parking spaces that can be built per residential unit) in transit-rich areas.
 - This parking policy is in support of the City's long-standing interest in reducing parking requirements to stimulate housing production and reduce greenhouse gas emissions.
 - Along with the elimination of parking minimums, the City established a TDM program which requires all residential developments with 10 or more units to implement certain TDM measures to address potential spillover of parking demand to on-street spaces and give people choices beyond driving and parking in their building.
- **Oakland:** The City updated its parking requirements in 2016, which included eliminating residential parking minimums in Downtown Oakland, implementing parking maximums for residential uses Downtown and near transit, and allowed for a reduction in parking minimums for multifamily developments by 50 percent with the provision of TDM measures.
 - The City's Equitable Climate Action Plan was the primary impetus behind the City's parking requirements update.
- **San Diego:** In 2019, the City eliminated parking minimums for residential units in close proximity to transit.
 - Increasing housing affordability and supply was a key impetus for the City's decision to enact the parking policy.
 - Along with the elimination of parking minimums, the City requires residential developments near transit to provide transportation amenities that reduce vehicle trips and inform, educate, and incentivize on transit use, biking, walking, and ridesharing.

The following key findings emerged from the case study analysis:

- Addressing **housing and/or climate goals** were key reasons cities enacted parking reforms.
- For two cities (Berkeley and Oakland), **having quantitative data helped municipalities to justify parking reforms.**
- Parking reform typically was **accompanied by transportation demand management (TDM) policies** that encourage people to use modes of transportation other than driving, such as walking, biking, or taking transit.



MULTIFAMILY RESIDENTIAL PARKING ORDINANCE

Project No. 2022-003630 (1-5)
Community Services Cluster Meeting Item 2H
Regional Planning

BACKGROUND

On May 17, 2022, the Board of Supervisors adopted the County Housing Element. Program 11 of the Housing Element called for a Residential Parking Study and Code Updates.

In 2022, LA County Planning commissioned a parking study to determine whether revisions to the Parking Chapter in Title 22 were needed to help spur production of affordable housing.

September 2022, Governor signed AB 2097, which prohibits local jurisdictions from imposing minimum parking requirements for development projects within a half mile radius of major transit stop or a high-quality transit corridor.

KEY TAKEAWAYS FROM PARKING STUDY



Minimum parking requirements for multifamily residential uses are higher than actual, observed parking demand, by as much as 25%.



More and more cities and counties around the country are reducing or eliminating parking requirements to meet policy goals including housing production.



Reducing requirements improves the financial feasibility of building housing, particularly missing middle housing on small sites.



Parking design standards in Title 22 exceed research findings and best-practices; more space and resources are required for parking than is needed in many cases.

ORDINANCE OBJECTIVES

Revise parking requirements in Title 22 to **reduce barriers to constructing housing**, thereby increasing housing availability and stabilizing or decreasing housing costs

Allow for the development of more **housing that is affordable to residents**, pursuant to the goals of the Housing Element.

Facilitate **multi-modal access in communities**, reducing reliance on driving and parking, consistent with broader County transportation and environmental goals.

COMMUNITY ENGAGEMENT

- Community survey received 894 responses
- Robust outreach process in two phases, with interactive digital exercises
 - **Phase 1** – Four community voices sessions between January – March 2022
 - **Phase 2** – One community voices session and three virtual community open houses in October 2022.
- Feedback directly informed the ordinance
 - Feedback about attention to local context
 - Lack of access to alternative transportation options should be considered and addressed in the ordinance
- Feedback also showed residents are experiencing housing affordability and availability challenges. Feedback also showed concerns over on-street parking impacts.
- Public comments at RPC meetings on March 1, May 24, and July 26, 2023

KEY PROVISIONS OF ORDINANCE

Consistency with State Law:

- Defines “Public Transit Areas” to include ½- mile radius of a major transit stop or high-quality transit corridor.
- Eliminates parking requirements for most land uses within Public Transit Areas per AB 2097
- Allows imposition of parking requirements with findings after a parking study has been submitted within 30 days of an application for a development project, with some exceptions, per AB 2097
- Updates parking standards to be consistent with State Density Bonus Law
- Shared parking to be consistent with AB 894.

EXISTING VS. PROPOSED ORDINANCE

Minor Local Policy	Existing Regulation	Proposed Ordinance
Separation of parking for residential and commercial uses	Separation required	No longer required
Ownership of parking spaces	Parking must be owned by the same entity as the land use	No longer required
Covered parking	Required (extra parking may be uncovered)	No longer required
Compact parking	40% Maximum for required parking	Clarifies excess parking can be compact Allows compact tandem by-right
Parking stall standards	Standard 8.5' x 18' Standard tandem 8.5' x 36' Back-up Aisle 26'	Standard 8.5' x 17.5' Standard tandem 8.5' x 35' Back-up Aisle 25' New parallel and tandem standards

EXISTING VS. PROPOSED ORDINANCE

Major Local Policy	Existing Regulation	Proposed Ordinance
Small housing projects (10 or less units)	Required parking: 1-3/ unit, based on # of bedrooms	Required parking: 1/unit
Large housing projects (11 or more units)	Required parking: 1-3/ unit, based on # of bedrooms	May be reduced by 25% & 50% with TDM
Guest parking	1 / 4 units	1 / 10 units No guest parking for small housing projects
Off-site and shared parking	Parking Permit required	Ministerially allowed Off-site up to 1,320 feet with agreement or covenant with 2 distance tiers
Transportation Demand Management	None	New TDM menu, up to 28 options
Parking Permit Chapter	Compact parking subject to Permit	Remove compact parking, add car-sharing



Questions?