



## Board of Supervisors

# Community Services Cluster Agenda Review Meeting

**DATE:** October 9, 2024

**TIME:** 9:00 a.m. – 10:00 a.m.

**MEETING CHAIR:** Maria Chong-Castillo and Rachel Fox, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Wesley Omoto

**THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055**

To participate in the meeting virtually, please call teleconference number  
1 (323) 776-6996 and enter the following 885 291 326# or

[Click here to join the meeting](#)

**For Spanish Interpretation, the Public should send emails within 48 hours in  
advance of the meeting to: [ClusterAccommodationRequest@bos.lacounty.gov](mailto:ClusterAccommodationRequest@bos.lacounty.gov)**

Members of the Public may address the Community Services Cluster on  
any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL  
\*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

### 1. CALL TO ORDER

### 2. INFORMATIONAL ITEM(S):

- A. Board Letter (Animal Care and Control) for October 22, 2024 Board Agenda:  
REQUEST APPROVAL FOR THE DIRECTOR OF ANIMAL CARE AND CONTROL  
TO EXECUTE AGREEMENTS WITH ADOPTION PARTNERS  
TO FACILITATE POSITIVE OUTCOMES FOR ADOPTABLE ANIMALS
- B. Board Letter (Parks and Recreation) for October 22, 2024 Board Agenda:  
DELEGATED AUTHORITY TO EXECUTE A THREE-YEAR (3) LICENSE  
AGREEMENT AND FIVE-YEAR (5) TOLLING AGREEMENT WITH REGENCY  
CENTER, LLC FOR ACCESS TO LAKEWOOD GOLF COURSE FOR  
GROUNDWATER MONITORING

Wednesday, October 9, 2024

- C. Board Letter (Public Works) for October 22, 2024 Board Agenda:  
MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT 61105-38A AND  
ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION  
THEREWITH IN UNINCORPORATED STEVENSON RANCH
  
- D. Board Letter (Public Works) for October 22, 2024 Board Agenda:  
MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT 73310  
IN UNINCORPORATED LA CRESCENTA-MONTROSE
  
- E. Board Letter (Public Works) for October 22, 2024 Board Agenda:  
MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT 83666 AND  
ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION  
THEREWITH IN UNINCORPORATED WEST WHITTIER-LOS NIETOS
  
- F. Board Letter (Public Works) for October 22, 2024 Board Agenda:  
MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVE JOINT COMMUNITY FACILITIES AGREEMENT  
BETWEEN WILLIAM S. HART UNION HIGH SCHOOL DISTRICT,  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
AND BOUQUET CANYON, LLC
  
- G. Board Letter (Public Works) for October 22, 2024 Board Agenda:  
SERVICE CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICE CONTRACTS  
ON-CALL EMERGENCY DEBRIS REMOVAL SERVICES PROGRAM
  
- H. Board Letter (Public Works) for October 22, 2024 Board Agenda:  
CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD  
JOB ORDER CONTRACT NOS. 6784 THROUGH 6788  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION  
(RESURFACING), AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)  
IN VARIOUS CITIES, UNINCORPORATED COMMUNITIES, AND FACILITIES

Wednesday, October 9, 2024

- I. Board Letter (Public Works) for October 22, 2024 Board Agenda:  
TRANSPORTATION CORE SERVICE AREA  
ANNEXATION AND LEVYING OF ASSESSMENTS FOR  
COUNTY LIGHTING DISTRICTS  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
L 038-2020, CASTAIC
  
- J. Board Letter (Public Works) for October 22, 2024 Board Agenda:  
TRANSPORTATION CORE SERVICE AREA  
APPROVE VARIOUS ACTIONS TO CONTINUE FUNDING THE HOLLYWOOD  
BOWL PARK-AND-RIDE AND SHUTTLE PROGRAM
  
- K. Board Letter (Public Works) for October 22, 2024 Board Agenda:  
WATER RESOURCES CORE SERVICE AREA  
SAFE, CLEAN WATER PROGRAM FISCAL YEAR 2024-25  
REGIONAL PROGRAM STORMWATER INVESTMENT PLANS
  
- L. Board Letter (Public Works – Capital Programs) for October 22, 2024 Board Agenda  
(also on the 10/9/2024 Health and Mental Health Services Cluster):  
CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
HARBOR-UCLA MEDICAL CENTER  
REPLACEMENT PROGRAM  
APPROVE CONSTRUCTION CHANGE ORDERS  
CAPITAL PROJECT NO. 67965  
FISCAL YEAR 2024-25
  
- M. Board Letter (Public Works – Capital Programs) for October 22, 2024 Board Agenda  
(also on the 10/9/2024 Health and Mental Health Services Cluster):  
CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
MARTIN LUTHER KING, JR. MEDICAL CAMPUS  
CLINICAL LABORATORY AND RED-BAG STORAGE PROJECT  
APPROVE REVISED PROJECT BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE CONSTRUCTION CHANGE ORDERS  
CAPITAL PROJECT NO. 69857  
FISCAL YEAR 2024-25

Wednesday, October 9, 2024

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

A. Board Briefing (Parks and Recreation)

APPROVAL OF MAXIMUM AND MIINIMUM 2025 TICKET PRICE SCHEDULE FOR  
HOLLYWOOD BOWL

Speaker: Carlos Singer

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

**5. ADJOURNMENT**

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024	
<b>BOARD MEETING DATE</b>	10/22/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Animal Care and Control	
<b>SUBJECT</b>	The Department of Animal Care and Control (Department) requests approval to enter into Adoption Partner Agreements (Agreement) with nonprofit animal rescue or adoption organizations (Adoption Partners) as defined in Section 501(c)(3) of the Internal Revenue Code to facilitate positive outcomes for adoptable animals that come into the care of the Department.	
<b>PROGRAM</b>	Community Services	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source: N/A
	\$0.00	
	TERMS (if applicable): N/A	
	Explanation: The execution of this Agreement with Adoption Partners will not incur direct financial costs for the Department. Adoption Partners provide these services at no cost to the Department.	
<b>PURPOSE OF REQUEST</b>	To introduce new agreement for Adoption Partners to execute with the Department. The new agreement is intended to help improve the effectiveness of the program while adding additional protections for the County and the public when Adoption Partners accept animals with special behavior or medical issues.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed contract is recommended by County Counsel to protect the County from liability when releasing animals, particularly dangerous dogs, to animal rescue groups. Animal shelters are required to do so due to a recent Appellate Court decision. While many of the terms and conditions are consistent with existing DACC practices, a contract and insurance requirements may cause objections by animal rescue groups who consistently request fewer restrictions on their interactions with the Department.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Bradley Kim, Admin. Services Mgr. II (562) 379-9722, BKim@animalcare.lacounty.gov	



Marcia Mayeda, Director

October 22, 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 FOR THE DIRECTOR OF  
ANIMAL CARE AND CONTROL TO  
EXECUTE AGREEMENTS WITH ADOPTION PARTNERS  
TO FACILITATE POSITIVE OUTCOMES FOR ADOPTABLE ANIMALS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

The Department of Animal Care and Control (Department) requests approval to enter into Adoption Partner Agreements (Agreement) with nonprofit animal rescue or adoption organizations (Adoption Partners) as defined in Section 501(c)(3) of the Internal Revenue Code to facilitate positive outcomes for adoptable animals that come into the care of the Department.

**IT IS RECOMMENDED THAT THE BOARD:**

Approve and delegate authority to the Director of Animal Care and Control or her designee to execute the Agreement, substantially similar to Attachment A, with Adoption Partners to facilitate positive outcomes for adoptable animals that come into the care of the Department.

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**

The Department currently works with Adoption Partners who adopt animals from our animal care centers and facilitate permanent adoptions into long-term loving homes. Adoption Partners are 501(c)(3) animal rescue groups that have been evaluated by the Department and given certain benefits set forth in California law in selecting and adopting animals from care centers. The Department relies on these partners to adopt, network, and find adopters, especially for animals with behavior or medical challenges that may make them more difficult to place into permanent homes.

The Department has updated its policy and practices as they pertain to the Adoption Partner program. One component is a new agreement for all Adoption Partners to execute with the Department. The new agreement is intended to improve the effectiveness of the program while adding additional protections for the County and the public when Adoption Partners accept animals with special behavior or medical issues. The Department's goal is to ensure that only responsible rescue groups are approved as Adoption Partners while avoiding unnecessary barriers to participation. The Department regularly monitors each Adoption Partner's status to ensure they comply with rules and regulations set forth by the Internal Revenue Service, California Attorney General, and California Secretary of State.

To provide an overview of the changes and address any questions, the Department hosted two virtual Town Halls on August 29, 2024, and September 9, 2024. These Town Halls offered Adoption Partners, and potential Adoption Partners, the opportunity to better understand the updated policies and practices and have been made available online for public viewing. A synopsis of the changes is included as Attachment B.

Once adopted by your Board, the Department will execute this Agreement with all current and future Adoption Partners. Each Agreement will have a term of three (3) years and may be terminated by the Department if the Adoption Partner fails to meet the Agreement's requirements. The Department is requesting authority for its Director or her designee to execute the Agreement with approved Adoption Partners.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the recommended actions aligns with County Strategic Plan North Star 3, Focus Area Goal G – Internal Controls and Processes. This will strengthen the Department's internal controls by ensuring that each Adoption Partner has a formalized agreement with consistent standards and guidelines. Additionally, it promotes fiscal responsibility by helping to ensure the Department is protected against potential litigation that could result from these partnerships.

**FISCAL IMPACT/FINANCING**

The execution of this Agreement with Adoption Partners will not incur direct financial costs for the Department. Adoption Partners provide these services at no cost to the Department, and formalizing these partnerships with this Agreement and indemnity language will further protect the Department County from potential litigation.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The terms and conditions of the Agreement have been reviewed and approved by County Counsel to ensure compliance with applicable laws and regulations. By entering into this Agreement, the Adoption Partner agrees to abide by the terms outlined therein including provisions related to indemnification, defense, and hold harmless requirements.

**IMPACT ON CURRENT SERVICES**

The ability to execute this Agreement with approved Adoption Partners, including the necessary indemnification language, will allow the Department to improve outcomes for the animals in our care while also ensuring the County's protection against potential liability or damages arising from these partnerships.

**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:\brdcorr\bls\2024bls\10.8.24 AP Agreement

Enclosure

c: Chief Executive Office  
County Counsel  
Executive Office



**LOS ANGELES COUNTY ADOPTION PARTNER AGREEMENT**

This Agreement relating to the County of Los Angeles Department of Animal Care and Control Adoption Partner Program (“Program”) is between the County of Los Angeles (“County”) and [**CORPORATE NAME OF ADOPTION PARTNER**] (“Adoption Partner”) and is effective on the date signed by the last party to sign the Agreement.

**Recitals**

WHEREAS, County is an open-admission animal welfare and public safety agency, serving all unincorporated areas of Los Angeles County as well as numerous contract cities, and is responsible for the admission, care, and rehoming of thousands of homeless animals every year; investigation and prevention of animal cruelty and neglect; and protecting the community from dangerous animals;

WHEREAS, Adoption Partner is a non-profit animal rescue or adoption organization as defined in Section 501(c)(3) of the Internal Revenue Code that has been accepted into County’s Adoption Partner program;

WHEREAS, the Program supports County's desire to find positive outcomes for adoptable animals that come into the care of County;

**Now, therefore, in consideration of the mutual promises and conditions set forth herein, the parties and each of these do agree as follows:**

**A. PURPOSE**

California law encourages public animal shelters to work with humane animal rescue and adoption organizations to promote their animals and to reduce the rate of euthanasia. In exchange for meeting the obligations set forth in this Agreement, County will give Adoption Partner certain privileges in adopting animals in County's care.

**B. DEFINITIONS**

The subject headings used in this Agreement are for convenience and reference only and are not intended to define the scope of any provision. These terms will have the following meaning as used in this Agreement:

1. **Adoption Partner:** DACC-specific term for an animal rescue organization that has been accepted into the Adoption Partner Program.
2. **Adoption Partner Authorized Representative (AP Rep):** Persons within the corporate structure of an Adoption Partner organization—usually members of the Board of Directors, or officers of the corporation—who, in addition to the primary

contact, can speak for and bind the organization. One of the AP Reps will be designated as the AP Primary Contact.

3. **Adoption Partner Primary Contact** (AP Primary Contact): The person authorized to enter this agreement on behalf of Adoption Partner and designated to make decisions related to Adoption Partner's ongoing participation in this Program including adding and removing transport agents from the transport agent list; is the primary point of contact with County; and is authorized to sign legal documents binding the Adoption Partner corporation.
4. **Probationary period:** The first six months of participation in the Adoption Partner program, or a period in which, after proper notice to the Adoption Partner corporation, a partner organization has one or more limits placed on its participation in the program.
5. **Rescue-Only:** An animal with either a medical condition or an observed temperament defect or a history of dangerous behavior that County has determined, in its sole discretion, to be unsuitable for adoption by the public but may be adopted by a qualifying animal rescue organization.
6. **Transport Agent** (TA): A person authorized to take physical custody of, and transport, animals adopted by Adoption Partner but not to adopt animals on behalf of Adoption Partner.
7. **Trust Deposit:** A financial payment refundable after a dog or cat is spayed or neutered. A trust deposit is required under California Food and Agricultural Code Sections 30503 (dogs) and 31751.3 (cats).
8. **Trust Deposit Fee Waiver:** A waiver of the requirement to place a trust deposit. Waivers are available for qualified APs who have entered into cooperative agreements with the Department.

### **C. GENERAL TERMS**

1. This Agreement will be effective upon execution and will remain in effect for a term of three (3) years unless sooner terminated by either party. The Agreement may be renewed at the Department's discretion by signing a new Agreement within three months before the expiration of the current Agreement.
2. The following attachments are hereby incorporated into this Agreement:

**Attachment A.** Adoption Partner information sheet

**Attachment B.** Required Insurance coverage

**Attachment C.** Adoption Partner Program Standards and Guidelines

#### **D. REQUIREMENTS OF ADOPTION PARTNER PROGRAM**

1. Adoption Partner must be a nonprofit corporation that is organized and operated for the purpose of animal rescue or adoption.
2. Adoption Partner must remain in good standing as an animal rescue nonprofit corporation as defined in Internal Revenue Code Section 501(c)(3) and be registered and in good standing with both the offices of the Attorney General and Secretary of State of the State of California, regardless of state of incorporation. Adoption Partner must immediately inform County of any changes to its good standing in California as a 501(c)(3) nonprofit corporation and any changes to its officers, directors, Authorized Representatives, or significant addresses of operations.
3. Adoption Partner must designate a Primary Contact and secondary Authorized Representative for the Los Angeles County Adoption Partner Program (Attachment A). Any changes to the designated Primary Contact or Authorized Representative must be made in writing and approved by County. The Primary Contact will be responsible for promptly submitting any updates to Adoption Partner's information or transport agent list. Only persons named on this list will be allowed to take possession of or transport animals on Adoption Partner's behalf. All updates to these lists must be in writing, signed by the Primary Contact, and subject to the approval of County before any Transport Agent may act on behalf of Adoption Partner.
4. Adoption Partner must ensure the safe and humane treatment of all animals in the care of the organization, its representatives, and foster care providers.
5. Adoption Partner must not employ or accept as a volunteer any person who has been convicted of any crime related to the care, treatment, or sale of an animal.
6. Adoption Partner must maintain records of all animals adopted from County animal care centers for at least five (5) years after the animals' adoptions and provide these records to County upon demand.
7. Together with DACC staff, ensure that each animal adopted from DACC is microchipped prior to the transport agent taking possession of the animal and must maintain a record of the microchip information for at least ten (10) years.
8. Adoption Partner must comply with all State and local laws pertaining to animals, including but not limited to applicable zoning requirements, licensing requirements, laws regarding the spaying and neutering of animals prior to placement in a permanent home, and law requiring the reporting of any animal bite that breaks the skin of a human.
9. All facilities where animals are housed must meet all applicable legal standards. All facilities, except private homes of fosters, must have an emergency plan for

animal care and housing in the event of natural or man-made emergencies such as fires, earthquakes, and evacuations.

10. In order for County to maintain a workplace that is free of abuse and harassment, Adoption Partner must ensure that its representatives conduct themselves in a professional, courteous manner. Abusive behavior toward County animal care center staff or other County staff associated with this Program, will result in suspension of privileges for the Adoption Partner, and/or its associated staff or volunteers, and/or Transport Agents.
11. Adoption Partner must permit unannounced inspections of its animal housing facilities by County.
12. Have and maintain liability insurance for the organization and be willing to add the County as an additional insured upon admission into the Program.
13. Adoption Partner must abide by the terms of the Adoption Partner Program Standards and Guidelines (Attachment C) which may be amended from time to time, only upon prior notice to Adoption Partner, with a revised copy attached hereto.

#### **E. REQUIRED REPORTS**

1. Adoption Partner must submit monthly reports, not later than the 15<sup>th</sup> of each month, that includes the following information pertaining to its activities of the previous month:
  - a. A list containing the status and location of each animal, including animals in foster care, that were previously removed from County care under this agreement and under the control of Adoption Partner during any part of the previous month.
  - b. New owner information regarding each animal placed in a permanent home the previous month, including at a minimum, the animal ID number, name, and address of the adopter.
  - c. Certificates of sterility showing the animal ID number for all spay and neuter surgeries performed on animals adopted from County care.

#### **F. ADOPTION, TRANSPORTATION, AND PLACEMENT OF ANIMALS**

1. Adoption Partner has no obligation to adopt any specific animal or quantity of animals. Except as required by law, County has no obligation to make any specific animal or quantity of animals available to Adoption Partner.
2. Adoption Partner may not extend their adoption privileges to third parties or use its Adoption Partner status to adopt an animal on behalf of or to be given to another rescue organization or a person not qualified to adopt the animal from County directly. This does not prevent or inhibit Adoption Partner from adopting an animal

for the purpose of rehabilitating it and making the animal suitable for placement in a private home.

3. Animals may be adopted only by an Authorized Representative of the Adoption Partner, who is listed on the Authorized Representatives List. The use of temporary representatives or “one-time pulls” is not permitted.
4. To minimize the amount of time the animal spends in a County animal care center, Adoption Partner must pick up animals on the date they are first available to be picked up, unless prior alternate arrangements are made. Animals that have previously been spayed/neutered and those that are not subject to sterilization are available for pick up on the date of availability for adoption. Animals that are being altered by County are available for pick up on the date of surgery unless a different date is set by County medical staff.
5. Adoption Partner must transport any animal adopted under this Agreement in a vehicle that is safe and appropriate for the animal. The animal must be secured in the vehicle in a manner that ensures the safety of both the animal and others in the vehicle, and prevents the animal from interfering with the driver’s control of the vehicle. County may deny the transfer of possession of an animal when, in its sole discretion, the manner of transport is unsafe.
6. Adoption Partner agrees to perform further temperament assessment in a safe environment of any animal adopted from County, and to provide any necessary remedial training and/or behavior modification before placing the animal with another person.
7. Adoption Partner must house and place animals adopted under the Program into private homes, veterinary hospitals, or licensed animal boarding facilities. Adoption Partner may not transfer an animal to other rescue groups, organizations, or agencies without advanced prior approval from County.
8. Adoption Partner agrees to exercise prudent care in placing animals into foster care or new homes, and will humanely euthanize or place into permanent sanctuary any animals that Adoption Partner later determines cannot be safely placed into suitable homes.
9. If a private veterinarian determines that any animal adopted from County is unhealthy or if the animal becomes ill during the first ten days after adoption, Adoption Partner may return the animal to the animal care center and any adoption fee will be refunded. If Adoption Partner decides to provide treatment rather than return the sick animal to County, Adoption Partner agrees that Adoption Partner is responsible for any and all costs of medical treatment provided by any private medical providers, including diagnostics and medication and in no way is County liable for these costs.

## **G. WAIVER OF ADOPTION FEES AND SPAY/NEUTER DEPOSITS**

1. County will reduce or waive adoption fees for Adoption Partner to adopt most animals, at the sole discretion of County. Adoption Partner will be required to pay the current public adoption fee for animals that County has selected to attend an upcoming adoption event. If the animal is not adopted at the adoption event, County will reduce or waive the adoption fee for that animal.
2. County may require Adoption Partner to pay a refundable spay/neuter deposit to adopt an unaltered animal if County, in its sole discretion, determines the surgery should be deferred due to the health of the animal. The spay/neuter deposit will be refunded if the animal is spayed or neutered within 14 days of becoming healthy enough for the surgery and Adoption Partner provides proof of sterility to County within 30 days of obtaining such proof. At County's sole discretion, the spay/neuter deposit may be waived if Adoption Partner meets each of the following criteria:
  - a. Adoption Partner has been an Adoption Partner for at least six months and is in good standing with all County requirements;
  - b. Adoption Partner is up to date with all monthly reports;
  - c. Adoption Partner has no history of missing reports in the previous six calendar months; and
  - d. Adoption Partner has no history of failing to spay/neuter animals adopted from County care as required.

## **H. ADOPTION OF DOGS WITH TEMPERAMENT CONCERNS OR BITE HISTORY**

County will not release aggressive animals that pose significant threats to the health or safety of the public or to other animals except as required by law. County may determine, in its sole discretion, that an animal with an observed temperament defect or a history of dangerous behavior is unsuitable for adoption by the general public but appropriate for adoption by a qualifying animal rescue organization.

When the County has determined that a dog is unsuitable for adoption by the general public for reasons described in this paragraph, the County reserves the right, in its sole discretion to give priority to agencies that meet the following criteria:

- a. Adoption Partner must provide County with proof of current insurance coverage meeting the requirements described in Attachment B.
- b. Adoption Partner must sign a waiver and acknowledgment of the animal's behavior and/or medical history.
- c. Adoption Partner must provide County with the Adoption Partner's plan for the assessment and/or rehabilitation of the animal, subject to County's approval. The rehabilitation plan may be required to include the name and location of the foster or boarding facility where the animal will be initially placed and the name and qualification of any trainer(s) that will work with the animal.

## **I. SUSPENSION OR TERMINATION OF ADOPTION PARTNER PRIVILEGES**

Adoption Partner agrees that its participation in the Los Angeles County Adoption Partner Program may be suspended pending corrective action or terminated for failing to comply with the requirements set forth in this Agreement. Adoption Partner is responsible for the conduct of its representatives, volunteers, and transport agents. Representatives that fail to adhere to Program standards may cause the Adoption Partner's privileges to be suspended or revoked.

### Immediate Action to Remedy Breach

If the AP coordinator believes a breach of the terms of the Agreement has occurred that could affect the integrity or effective operations of the Program, the AP involved may be temporarily suspended from active AP status—including suspension of AP privileges—pending the outcome of an investigation into the incident(s). The involved AP will be notified of the suspension promptly, preferably no later than one business day after the imposition of the suspension. Notice must be sent electronically or by U.S. Mail to the AP's primary contact and must include the general nature of the allegation that led to the suspension.

The Department will designate appropriate staff to investigate the allegation(s) within thirty (30) calendar days and document their investigation. Prior to the conclusion of the investigation, if any adverse action is anticipated, the suspended AP must be given an opportunity to respond to the specific allegation(s) which might lead to adverse action. Once the investigation is complete, the concern regarding the AP's activities will be discussed with the AP Review Committee at the next regularly scheduled meeting or within 30 days after the completion of the investigation, whichever is shorter. The committee will review the information presented and, based on the information provided, make a recommendation to the chief deputy director to determine the appropriate action.

Appropriate action may vary depending upon the severity of the breach, the history of the AP's adoptions, any past incidents, and the likelihood of recurrence of a breach. An AP may receive a written explanation of expectations or a warning, have specific limitations placed on its AP privileges either temporarily or permanently, be allowed to continue full participation in the Program under specified conditions, be suspended for a defined period of time, be released from participation in the AP Program, or other action deemed suitable by the chief deputy director.

### Administrative Review Process

An Adoption Partner who has received a notice that their AP privileges have been terminated or restricted, other than a temporary suspension pending investigation, may request a review of the Department's action using the form provided with the notice. The form must be returned to the Department within thirty (30) calendar days and accompanied by a written explanation and any supporting documents that demonstrate why the Department's decision to terminate or restrict an AP's privilege should be reconsidered.

The Director or designee will review a decision to terminate or restrict an AP's privileges if the request to review satisfies the following criteria:

1. The request for review is submitted timely, i.e., within thirty (30) calendar days of the date on the notice; and
2. The request for review asserts, in appropriate detail with supporting factual reasons, one or more of the following grounds for review:
  - A. THE reasons given by the Department for terminating or suspending restricting the AP's privileges are factually incorrect.
  - B. One or more of the reasons given for the suspension or termination or restriction of the AP's privileges has been resolved by the time the request for review was submitted; or
  - C. The reasons given by the Department are not serious enough to justify the termination, suspension, or restriction of the APs privileges

Upon completing the review of the action to terminate, suspend, or restrict an AP's privileges, the Department will notify the AP of the decision within sixty (60) calendar days of receipt of the request for review. Any AP that is terminated from the Program, or member of a board of directors of an AP that is terminated from the Program, will be ineligible for consideration for participation in the Program for a minimum of one year, unless the director finds extenuating circumstances warrant a shorter time. An AP organization that is terminated from the Program is only eligible for reconsideration upon submission of a complete application packet and meeting the then-current program qualifications. Reconsideration will include the reason(s) for the AP's termination and whether the circumstances leading to the release have been adequately addressed to the satisfaction of the director.

## **J. PROBATIONARY PERIOD**

During the first six months of participation in the Adoption Partner program, partner organizations are not eligible for a Trust Deposit Waiver, or to adopt a dog that has been designated to be unsuitable for adoption by the general public as described in Section H. After the completion of six months of participation in the program or the adoption of at least two animals, whichever occurs later, if the partner organization is not otherwise disqualified, the probationary restrictions will be lifted.

An Adoption Partner organization may be placed on a probationary status at any time in accordance with Section I above.

## **K. OTHER TERMS AND CONDITIONS**

### **1. ASSUMPTION OF RISK**

Adoption of Animals ***INVOLVES INHERENT RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE*** that no amount of care, caution, temperament testing or



observation can eliminate. Adoption of animals related to this agreement **ALSO EXPOSES ADOPTION PARTNER TO ADDITIONAL RISKS**, whether inherent or not, caused by things such as conditions of location, property, equipment, or conduct of animals, including other animals, spectators, or employees/agents/independent contractors of the County of Los Angeles. **ADOPTION PARTNER FREELY ASSUMES ALL RISKS WHETHER OR NOT SPECIFICALLY DELINEATED**

\_\_\_\_\_ (initials of Adoption Partner Primary Contact)

2. **No representations or warranties as to temperament, behavior, or medical condition:** Adoption Partner agrees that while County makes efforts to screen animals for temperament, behavior problems, or medical conditions prior to adoption, this assessment is performed in an animal care center environment or other temporary locations and not all behaviors or conditions may be completely evaluated at these locations. Additionally, information about the animal provided to County by previous owners or other third parties may not be accurate. It is Adoption Partner's responsibility to exercise due caution in handling, socializing, and introducing any animal adopted from County into new situations. **Adoption Partner agrees that the County makes no representations or warranties regarding the temperament, behavior, or medical condition of any animal.**

\_\_\_\_\_ (initials of Adoption Partner Primary Contact)

3. **RELEASE AND WAIVER OF LIABILITY**

In consideration for adoption of animals under this agreement the undersigned agrees to **FOREVER RELEASE, DISCHARGE, AND WAIVE ANY AND ALL LIABILITY CLAIMS OR DAMAGES AGAINST THE COUNTY OF LOS ANGELES, ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS** ("releasees") that the **ADOPTION PARTNER AND/OR ADOPTION PARTNER'S CUSTOMERS, EMPLOYEES, OR THE ADOPTION PARTNER'S VOLUNTEERS**, has or might have against Releasees, whether or not caused by the negligence of Releasees or any other person or entity, arising out of adoption of animals related to this agreement.

\_\_\_\_\_ (initials of Adoption Partner Primary Contact)

4. **Indemnification:** Adoption Partner agrees to indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County indemnitees.

\_\_\_\_\_ (initials of Adoption Partner Primary Contact)

5. **Entire Agreement:** This Agreement and its attachments constitute the entire agreement among the Parties with regard to the matters in this Agreement which supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter hereof. Any prior discussions have been and are merged and integrated into, and are superseded by, this Agreement. This Agreement may be amended or modified only by a writing executed by each of the Parties. All changes or amendments to this 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 supplemental agreements.
6. **Governing Law, Jurisdiction, and Venue:** This Agreement will be governed by, and construed in accordance with, the laws of the State of California. Adoption Partner agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in Los Angeles County.
7. **Independent Contractor Status:** This Agreement is by and between County and Adoption Partner and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Adoption Partner. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Adoption Partner will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Adoption Partner.

Adoption Partner understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees or volunteers of Adoption Partner and not employees or volunteers of County. Adoption partner will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Adoption Partner pursuant to this Agreement.

8. **Validity:** If any provision of this Agreement or the application thereof is determined to be invalid, void, or unenforceable, the remainder of the Agreement will not be affected but will remain in effect.

9. **Waiver:** No waiver of any breach of any provision of this Agreement will constitute a waiver of any breach of any another provision. Failure by County to enforce any provision of this Agreement will not be construed as a waiver of that provision.
  
10. **Counterparts:** This Agreement may be executed in counterparts, including via facsimile or by electronic signature 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 County and retained as part of the original Agreement.
  
11. **Campaign Contribution Prohibition Following Final Decision in Contract Proceeding:** Pursuant to Government Code Section 84308, County Contractors and Subcontractors are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year of the last signature to this Agreement.**

**ATTACHMENT A**

Month XX, 202X

**Adoption Partner**

[Adoption Partner Corporate Name]

[Mailing Address]

[City, State, Zip]

[Phone Number]

[Email Address]

[Adoption Partner Primary Contact Name]

[Physical Address]

[City, State, Zip]

[Cell Phone Number]

[Email Address]

[Primary Contact Mailing Address (if different)]

[City, State, Zip]

[Phone Number]

[Adoption Partner Secondary Authorized Representative Contact Name]

[Physical Address]

[City, State, Zip]

[Cell Phone Number]

[Email Address]

[Secondary Authorized Representative Contact Mailing Address (if different)]

[City, State, Zip]

[Phone Number]

[Species or Breed(s) Authorized to Adopt (from Articles of Incorporation)]

[Name of Primary Veterinarian Used]

[Physical Address]

[City, State, Zip]

[Phone Number]

[Email Address]

[License and/ Permits (type and number)]

[Physical Address (for each license)]

[City, State, Zip]

[Name of Primary Contact at Facility (for each)]

[Phone Number]

**IRS FEIN**

[FEIN issued by the IRS]

**Secretary of State/Franchise Tax Board**

[Corporate ID number assigned by the State]

**Attorney General Filing**

[Date of most recent CA State Attorney General compliance filing]

**Insurance Information**

[Insurance Company Name (if applicable)]

[Policy number]

[Maximum Limit on Coverage]

[Current Policy Expiration Date]

[Agent Name]

[Mailing Address]

[City, State, Zip]

[Phone Number]

[Email Address]

**Department of Animal Care and Control**

[DACC Project Manager]

[Mailing Address]

[City, State, Zip]

[Phone Number]

[Email Address]

**INSURANCE REQUIREMENTS FOR ADOPTION PARTNER TO ADOPT A RESCUE-ONLY ANIMAL WITH TEMPERAMENT CONCERNS FROM COUNTY**

Without limiting Adoption Partner's indemnification of County, Adoption Partner must provide and maintain at its own expense insurance coverage satisfying the requirements specified below. These minimum insurance coverage terms, types, and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Adoption Partner pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Adoption Partner from liabilities which may arise from or relate to this Agreement.

**Evidence of Coverage and Notice to County**

1. Certificates of insurance coverage satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Adoption Partner's General Liability policy, must be delivered to County prior to adopting any animal that County, in its sole discretion, has determined to be unsuitable for adoption by the public.
2. Renewal Certificates must be provided to County not less than ten (10) days prior to Adoption Partner's policy expiration dates. County may refuse to release a Rescue-Only animal to Adoption Partner if an insurance policy is within 30 days of expiration and no renewal certificate has been provided.
3. Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Agreement, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Adoption Partner identified as the Party to this Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County-required endorsement forms.
4. Neither County's failure to obtain, nor County's receipt of, or failure to object to, a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Adoption Partner, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
5. Certificates and copies of any required endorsements must be sent to:

County of Los Angeles  
Department of Animal Care and Control

[DACC Project Manager]  
[Mailing Address]  
[City, State, Zip]  
[Phone Number]  
[Email Address]

Adoption Partner also must promptly report to County any injury or property damage, accident, or incident, including any injury to an Adoption Partner employee/volunteer occurring on County property. Adoption Partner also must promptly notify County of any third-party claim or suit filed against Adoption Partner or any of its sub-contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Adoption Partner and/or County.

**Additional Insured Status and Scope of Coverage**

County, its Special Districts, Elected Officials, Officers, agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under Adoption Partner's General Liability policy with respect to liability arising out of Adoption Partner's participation in Los Angeles County's Adoption Partner Program. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of Adoption Partner's acts or omissions, whether such liability is attributable to Adoption Partner or to County. The full policy limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**Cancellation of or Changes in Insurance**

Adoption Partner must provide County with, or Adoption Partner's insurance policies must contain, a provision that County will receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

**Insurer Financial Ratings**

Coverage must be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**Contractor's Insurance Must Be Primary**

Adoption Partner's insurance policies, with respect to any claims related to this Agreement, must be primary with respect to all other sources of coverage available to Adoption Partner. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any coverage provided by Adoption Partner.

### **Waivers of Subrogation**

To the fullest extent permitted by law, Adoption Partner hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Adoption Partner must require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

### **Deductibles and Self-Insured Retentions (SIRs)**

Adoption Partner's policies will not obligate County to pay any portion of any Adoption Partner deductible or SIR. County retains the right to require Adoption Partner to reduce or eliminate policy deductibles and SIRs that may affect County, or to provide a bond guaranteeing Adoption Partner's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

### **Claims Made Coverage**

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement. Adoption Partner understands and agrees it will maintain such coverage for a period of not less than three (3) years following the expiration, termination, or cancellation of this Agreement.

### **Application of Excess Liability Coverage**

Adoption Partner may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the Required Insurance provisions.

### **Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

## **REQUIRED INSURANCE COVERAGE**



**Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:**

**General Aggregate: \$2 million**

**Personal and Advertising Injury: \$1 million**

**Each Occurrence: \$1 million**

**Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Adoption Partner's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.**

**Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.**

**COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL**  
**ADOPTION PARTNER PROGRAM OVERVIEW AND STANDARDS**

**INTRODUCTION**

The County of Los Angeles Department of Animal Care and Control (DACC or Department) operates seven animal care centers in the County of Los Angeles. The care centers are located in Agoura, Baldwin Park, Carson/Gardena, Castaic, Downey, Lancaster, and Palmdale.

DACC is a municipal animal control and animal care center system, accepting domestic animals and other pets regardless of their age, health, or behavior conditions. Consequently, animals that are admitted to DACC animal care centers may be from various situations and backgrounds; animals may be very old (geriatric) or very young (un-weaned), ill or injured, friendly/healthy and highly adoptable, or have behavioral concerns that limit their placement options.

It is the goal of DACC to place as many suitable animals as feasible into caring homes, and to avoid unnecessary euthanasia. DACC values the relationships we have with allied agencies, animal welfare organizations, animal rescue groups, and the communities we serve, all of whom help DACC provide additional placement opportunities for homeless animals. Among the programs DACC maintains to facilitate the placement of unwanted and special-needs pets is the Adoption Partner Program (the Program).

This Program consists of contractual agreements with a number of animal rescue organizations that work cooperatively with DACC to provide expanded opportunities for rehabilitation and permanent placement of animals into caring homes. DACC understands the importance of mutual trust and good will in accomplishing these goals, and is committed to working with organizations with integrity in the animal welfare industry.

**PURPOSE OF THE ADOPTION PARTNER PROGRAM**

The Adoption Partner Program exists to provide additional opportunities for placement of pets that are being overlooked by the public at our animal care centers or have special needs. While DACC can often find homes for young, healthy, or purebred animals, many of the pets in our care do not fit into these categories and may be more difficult to place. Adoption Partner organizations play an important role by adopting animals that require additional placement assistance. DACC discounts the cost of adoptions to APs for those animals that have been overlooked by the general public, in order to support the APs' efforts in this area.

The Adoption Partner Program Overview and Standards, and Adoption Partner Agreement (Agreement) and related DACC policies and procedures are provided to ensure a viable, sustainable, and successful Adoption Partner Program that provides a

standardized and equitable adoption program, helps maintain a healthy animal population in the animal care centers, and maximizes the efficient use of DACC resources.

### **APPLICANT MINIMUM QUALIFICATIONS**

DACC welcomes applications for the Adoption Partner Program from qualified organizations. To be eligible for the Program, an organization must:

1. Be a nonprofit corporation (as defined in Section 501(c)(3) of the Internal Revenue Code) in good standing with all applicable federal and State agencies;
2. Be organized and operated for the purpose of animal rescue or adoption;
3. Have no founded criminal or administrative violations regarding animals by the corporation or any of its Board members, employees, or volunteers, no pending criminal or administrative investigations of the corporation or any of its Board members, and disclose all prior criminal violations by or administrative actions regarding animals of the corporation or any of its Board members when applying;
4. Be in compliance with all laws relating to animals;
5. To be eligible to adopt a dog with a documented history of aggression as determined by DACC, AP must have and maintain liability insurance for the organization with a minimum coverage of \$2 million general aggregate and \$1 million each occurrence, and be willing to add the County as an additional insured upon admission into the Program;
6. Maintain Workers' Compensation insurance as required by law; and
7. Complete and submit the Adoption Partner Program Application with all required documentation.

### **APPLICATION PROCESS:**

An organization must complete the application process to become an Adoption Partner. DACC will accept electronic submission of documents and will accept generally recognized digital signatures. AP Program applicants may utilize hard-copy submissions for all or part of the application process.

DACC may conduct a review of the applicant organization's background and may request additional information from the applicant or other agencies on relevant issues including Do Not Adopt status with other organizations. DACC will take all factual information into consideration and make its own determination. DACC reserves the right to deny any application from an organization that DACC, in its sole discretion, determines is not a good fit for partnership. Organizations not accepted for participation in the Program may reapply no sooner than one year after the date of rejection of their application.

To be considered for the Adoption Partner Program the applicant organization must submit each of the following to the Adoption Partner Liaison:

1. A completed Adoption Partner Program Application, provided by DACC;
2. A copy of the organization's IRS determination letter;
3. A copy of the organization's Articles of Incorporation, By-Laws, online status report from the CA Secretary of State, and proof of registration and current status with the CA Attorney General as a Charitable Trust. (This applies to all corporations doing business in CA, including out-of-state corporations);
4. If not already stated in the applicant's Articles of Incorporation, a statement of the organization's purpose, indicating the species and/or breed(s) that the organization is formed to adopt/rescue;
5. A copy of the current foster and adoption agreements used by the organization when placing or adopting animals;
6. A current list of the members of the organization's board of directors. The list must include each director's full name, physical address and mailing address (if different), telephone numbers, and e-mail addresses;
7. A list of the individuals authorized to take physical custody of animals on behalf of the organization (referred to as transport agents or "TAs"). The list must include each TA's full name, home address, telephone number(s), e-mail address, and a copy of their government-issued photo ID;
8. A copy of all animal facility licenses and permits, if applicable;
9. A copy of the organization's disaster evacuation plan for any locations where the organization houses animals (excluding private homes of fosters);
10. The name and address of the animal control or humane law enforcement agency having jurisdiction over the location(s) where the applicant organization is located and wherever it houses animals;
11. The name and contact information for at least one veterinarian or veterinary practice who provides clinical medical services to the organization's animals; and
12. Evidence of liability insurance coverage as described in the Applicant Minimum Qualifications section above.

DACC will review the application and supporting documents. The review process for complete packages often takes several weeks but may be protracted in the event of

incomplete submissions or other issues. An adoption partner coordinator will notify the applicant if the package is deficient, and how the application can be remedied. Applicants will be notified when the review is completed.

### Approved Applications

Once an application is approved by DACC, the Primary Contact for the Adoption Partner must sign a Los Angeles County Adoption Partner Agreement, agreeing to the terms of the relationship between the Adoption Partner and DACC for the duration of participation in the Program. Applicants may not adopt animals as an Adoption Partner until the Agreement is signed by the Primary Contact and returned to an adoption partner coordinator.

### **DURATION OF AGREEMENT**

An Adoption Partner Agreement will have a duration of three years, and may be renewed, at the Department's discretion by signing a new Agreement within three months before the expiration of the Agreement then in place.

Adoption Partners may withdraw from participation at any time by providing written notice to DACC. Likewise, DACC maintains the sole discretion to terminate, suspend, or limit the privileges of an Adoption Partner from the Program at any time, and need not establish cause to terminate, suspend, or revoke Adoption Partner privileges.

### **PROGRAM PARTICIPATION**

The Adoption Partner has no obligation to adopt any specific animal or quantity of animals. Except as provided in California Food and Agricultural Code sections 31108(b) and 31752(c), is not obligated to make any specific animals available to the Adoption Partner organization.

During the first six months that an organization is a partner organization in the Program, that organization will not be permitted to adopt dogs that the Department, in its sole discretion, has determined to have significant behavior issues.

### **ADOPTION PARTNER STANDARDS OF CONDUCT**

1. Provide accurate and complete information on all documents and statements;
2. Maintain all qualifications as described in the minimum qualifications for application throughout the period of participation in the Program;
3. Notify DACC of any lapses of qualification criteria and promptly remediate such lapses;
4. Keep DACC informed of all changes in the organization that could affect the understanding between the organization and DACC, including changes in the Board of Directors or officers of the corporation, new housing locations for

animals, and other material information. (A change in the Primary Contact for the Adoption Partner will require that a new Agreement be signed);

5. Maintain a current and accurate list of authorized representatives of the organization with DACC;
6. Comply with the Adoption Partner Program Agreement, program guidelines, and applicable DACC policies and procedures.
7. Comply with any agreements, waivers or conditions placed upon the placement of animals adopted from DACC. Work cooperatively and professionally with DACC staff and volunteers, and ensure that their representatives, including staff, volunteers and transport agents, do as well;
8. Submit reports including the name and address of the foster or adopter of each animal adopted from DACC, and all spay/neuter surgeries completed, by the 15th day of each month following the month being reported. Animals appearing on a report in a previous monthly report as being in foster care must appear on a subsequent report only when ownership is transferred from the Adoption Partner to a new owner (including the foster if adopted by a foster);
9. Ensure that all authorized representatives, staff, volunteers and transport agents of the organization are informed of and follow the terms of the Agreement, Program rules, and applicable DACC policies;
10. Comply with all State and local laws related to animals including Penal Code sections (PC) 597.1 (by providing proper care and attention) and 597.4 (by not selling or giving away an animal on any street, highway, public right-of-way, parking lot, carnival, or boardwalk), as well as mandatory facility licensing, individual animal licensing, spay/neuter, and microchipping as applicable;
11. Together with DACC staff, ensure that each animal adopted from DACC is microchipped prior to the transport agent taking possession of the animal;
12. Ensure the safe and humane treatment of animals in the care of the organization, its staff/volunteers, and transport agents;
13. Pick up animals from DACC on the within 24 hours of the adoption commitment, or on the earliest date the animal is available to be picked up unless prior arrangements have been made with the care center. Adoptions after this time period are subject to the DACC's daily board fee;
14. Ensure that when an animal is picked up from DACC it is transported in a vehicle that is safe and appropriate for the animal, and is secured in the vehicle in a manner that ensures the safety of both the animal and others;

15. Only place animals adopted from DACC into private homes and not transfer them to other animal rescue groups, organizations or agencies without DACC's advanced written authorization;
16. Exercise reasonable care and diligence in selecting appropriate foster and permanent placement of animals to ensure both animal and public safety;
17. Comply with all laws requiring disclosure of previous history of the animal, including CA Food and Agricultural Code Section 30526 which requires disclosure in writing to the person to whom the dog is sold, given away, or transferred, of a dog's known bite history and the circumstances related to the bite, and provide proof of notification to DACC upon demand;
18. Report all allegations of a bite that broke the skin of a person by a dog, cat or other animal of a species susceptible to rabies to the applicable agency for rabies observation quarantine, and cooperate with the directives of that agency;
19. Spay or neuter all dogs, cats and other animals prior to transfer of ownership or placement in a permanent home;
20. Properly monitor the care of animals in their foster homes or boarding facilities.
21. Allow unannounced inspections by DACC of the organization's boarding facilities (except private homes) during reasonable hours. Allow DACC to contact the organization's fosters and boarding facilities directly without prior notification to the organization;
22. Keep records of temporary and permanent placement of DACC-sourced animals for at least five (5) years from the date of permanent placement (adoption) and provide copies of these records to DACC upon request;
23. Keep records of the microchip information on all animals for at least ten (10) years from the date of adoption from DACC;
24. Have a viable emergency plan for animal care and housing (including fosters) in the event of natural or manmade emergencies such as fires, earthquakes, and evacuations. A viable emergency plan includes, at a minimum, reasonable preparations for alternate temporary housing and transportation to alternate housing; and
25. Maintain all facilities where animals are housed in compliance with all applicable legal standards, including the limits on the number of animals maintained by fosters; and
26. Not use third-parties or "straw-persons" to place holds or adopt an animal individually, for the purpose of transferring it from/to an Adoption Partner, or

other person or rescue organization. Adoption Partners engaging in such deceitful practices will be subject to release from the Program.

### **DACC POINTS OF CONTACT**

The following DACC personnel should be contacted in the following scenarios:

- Departmental adoption partner coordinator: Issues/questions regarding Adoption Partner application or status, to add/remove authorized representatives for the Adoption Partner, or to report changes to the organization.
- Animal care center staff: To place a temporary hold on an animal, ask questions regarding a particular animal, arrange for an animal's adoption, etc. Disagreements with a staff member regarding an animal should be forwarded to the care center supervisor or manager.
- Departmental adoption partner program manager: Questions or concerns that could not be resolved by the animal care center manager or adoption partner coordinator.
- Business License Enforcement Services: Questions or concerns regarding an Adoption Partner's animal facility license, if applicable.

### **Civility in Communications**

DACC has a responsibility to maintain a workplace for its employees that is free of abuse. Therefore all communications between an Adoption Partner and DACC should be polite, respectful and professional. Personal attacks, name calling, and threats will be grounds for suspension or termination of the Adoption Partner's privileges.

### **Public Records Act**

Any documents submitted by Adoption Partners as part of this Program become the exclusive property of County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

### **AVAILABILITY OF ANIMALS**

DACC animal care centers are public facilities paid for by the taxpayers of the County of Los Angeles. Consequently, the public is generally provided the first opportunity to adopt animals from DACC.



DACC makes all dogs and cats available for participation in the Adoption Partner program 24 hours after the animal is available to the public for adoption—with the following exceptions:

1. Animals that are irremediably suffering.
2. Unweaned animals. However, they may be fostered under DACC's foster program. Adoption Partner volunteers interested in fostering animals must complete a DACC foster program training class and enroll as a foster volunteer. See SP110: "Animal Foster Program" for additional information. Individuals who are affiliated with Adoption Partners may foster, but organizations may not.
3. Owner surrendered dogs with a documented history of aggression or having caused injury that DACC deems unsuitable for placement. DACC will not make an aggressive stray dog that poses a potential threat to the health or safety of the public available for adoption unless a demand for that animal is made by an Authorized Representative of an approved Adoption Partner. DACC will not make an aggressive owner-surrendered dog with a documented history of aggression available under any circumstance, unless specifically authorized by the chief deputy director or director.
4. Stray dogs declared or determined by DACC to qualify for a Potentially Dangerous Dog or Vicious Dog declaration pursuant to Los Angeles County Code §10.37.110, or dogs known to be subject to a similar administrative declaration in another jurisdiction unless a demand for that animal is made by an Authorized Representative of an approved Adoption Partner.
5. Fractious or feral cats will be available to Adoption Partners at the same time and under the same conditions, except for adoption fee, as they are to the public.
6. DACC may designate an animal as "rescue-only" due to behavior concerns, medical condition, or a combination thereof, and network it to Adoption Partners at any time.
7. An AP may place a hold on an animal in which the animal is reserved exclusively for the AP placing the hold. The AP Hold lasts only until the end of the business day on which the hold is placed and is intended to prevent an AP from expending resources for transportation and housing of an animal only to have it adopted by someone else while these resources are being spent. AP Holds will not be placed on animals that are designated "ready to go home" (RTGH) for adoption by the public.

***It is the policy of DACC to not make available for adoption aggressive animals that pose a significant potential threat to the health or safety of the public. DACC will comply with applicable law.***

Adoption Partners may adopt any species/breed(s) that is consistent with their organizational mission as stated in their Articles of Incorporation. If the corporation is organized to adopt a specific species/breed(s), then the corporation is limited to adopting that/those species/breed(s) under the Adoption Partner Program.

Adoption Partners are not permitted to extend their adoption privileges to third parties or other rescue organizations not registered with DACC as an Adoption Partner.

### Animals with Medical Conditions

animals that are irremediably suffering may be euthanized at DACC's sole discretion. When appropriate, DACC may network to Adoption Partners an animal with a serious medical condition(s) before euthanasia to develop an alternative outcome for the animal.

To adopt an animal with significant medical needs, an Adoption Partner must come to the animal care center immediately to adopt and take possession. Proof of follow-up veterinary care may be a condition of release of an animal requiring medical attention. Instructions for the provision of to whom and when proof or veterinary treatment is required will be provided to the transport agent when the animal is picked up.

### Dogs and Other Animals with Behavior Concerns

Some animals that have demonstrated potential behavior concerns, or have safety incidents on record, may be adopted if an Adoption Partner is willing to enter into a written agreement called a "Waiver and Indemnification Agreement for Adoption Partner Only Animal" ("Rescue Only Waiver" or "ROW") taking responsibility for the rehabilitation of the animal. Additional qualifications are required to adopt an animal that is subject to a ROW, including providing a rehabilitation plan prior to adoption. Only the Primary Contact for the Adoption Partner can request to adopt an animal subject to a ROW.

Rehabilitation plans must include evidence of the Adoption Partner's current liability insurance coverage, the name of the Adoption Partner representative authorized to take physical possession of the animal from DACC, the name and location of the foster/boarding facility where the animal will be housed initially, the name and location of the trainer who will work with the animal, and an acknowledgement from the trainer that they are aware of the documented history of the animal and has committed to—at a minimum—evaluate the animal to assess its training needs. Submission of a rehabilitation plan does not guarantee that the Adoption Partner will be allowed to adopt the animal.

The waiver must be signed by the Primary Contact for the Adoption Partner prior to taking possession of the animal. Once the animal care center and adoption partner coordinator have received a copy of the signed waiver and rehabilitation plan, the animal may be released to the Adoption Partner representative designated by the primary contact.

## **FEES AND DEPOSITS**

### **Adoption Fees**

The adoption fee (only) is generally waived for Adoption Partners. Adoption Partners must pay the public adoption fee for animals that have been selected for, but have not yet attended, an upcoming adoption event or out of state transfer. Animals not adopted at the special event will be eligible for the adoption fee waiver after the event. Adoption Partners must pay all other applicable fees. An individual animal license fee is not required unless the Adoption Partner maintains the animal in DACC's jurisdiction for more than 30 days after adoption from DACC.

### **Spay/Neuter Deposits**

The requirement for a spay/neuter deposit to be paid to adopt an unaltered animal may be waived at DACC's sole discretion ("Trust Deposit Fee Waiver") if the Adoption Partner meets the requirements listed below. The Trust Deposit Fee Waiver privilege may be revoked at any time for failure to maintain eligibility for this exception. Requirements for eligibility are:

1. Be an Adoption Partner for at least six months and in good standing with DACC;
2. Be current in submission of complete and accurate monthly animal disposition reports;
3. Ensure all spay/neuter surgeries are completed in a timely manner;
4. Be current in submission of complete and accurate spay/neuter reports;
5. Have no missing or late animal disposition or spay/neuter reports in the past six months; and
6. Have no administrative actions (such as temporary suspensions, notices of expectations, limitations on Adoption Partner privileges, etc.) imposed by DACC in the preceding 12 months.

Fee waivers are not granted for aggressive dogs demanded by Adoption Partners when those dogs would otherwise not be offered for adoption or rescue.

Adoption Partners not entitled to a Trust Deposit Fee Waiver must pay the refundable deposit when adopting an unaltered dog or cat. In accordance with CA Food and Agricultural Code sections 30503 and 31751.3, the deposit will be refunded if the Adoption Partner has the animal spayed or neutered within 14 business days of the animal becoming healthy enough for surgery and provides written proof of the surgery to DACC within 30 business days of the surgery. Failure to provide timely evidence of spay/neuter surgery will result in the forfeiture of the deposit, whether or not the surgery is eventually performed.

Adoption Partners that receive the Trust Deposit Fee Waiver must still spay or neuter the dog or cat within 14 business days of the animal becoming healthy enough for surgery. The Adoption Partner coordinator will check monthly to verify that written proof of the surgery to DACC within 30 business days thereafter.

### **PHYSICAL TRANSFER OF ANIMALS**

DACC has limited animal housing space. Housing animals for Adoption Partners past the agreed upon exit date can lead to disease outbreaks and/or unsanitary conditions, and even avoidable euthanasia. The Adoption Partner must remove the animals from DACC facilities on the date they are first available to be picked up unless prior alternate arrangements are made. Animals that have previously been spayed/neutered and those that are not subject to sterilization are available on the date of adoption. Animals that are being altered by DACC are available for pick up on the date of surgery unless a different date is set by DACC medical staff.

### **AUTHORIZED REPRESENTATIVES OF ADOPTION PARTNERS**

Each Adoption Partner must maintain one person who is designated as the primary contact person for the corporation, who is authorized to act on behalf of and bind the corporation to legal agreements.

Animals may be transferred only by transport agents authorized by the primary contact for the Adoption Partner. Each primary contact must provide a current list of all of the Adoption Partner's authorized transport agents. Adoption Partners are encouraged to keep the list of authorized transport agents manageable both by the Adoption Partner and by DACC. An Adoption Partner may list no more than eight transport agents to transfer animals on its behalf. DACC may limit an Adoption Partner to a lower number of transport agents if necessary for the efficient operation of the Program.

Transport agents must also be approved by DACC prior to transferring animals on behalf of the Adoption Partner.

The Adoption Partner is responsible for ensuring the reliability of its representatives. Failure of a representative to follow the terms of the Agreement and applicable DACC policies may result in the suspension or revocation of the Adoption Partner's adoption privileges. A transport agent who fails to timely take possession of an animal on more than one occasion or without reasonable justification may have their "approved" status with DACC suspended or revoked.

In the event a person who is authorized to exit animals from DACC on behalf of multiple Adoption Partners engages in conduct that violates Adoption Partner Program standards, the action may affect the privileges of all Adoption Partners with which the person is affiliated. If the person involved is prohibited from exiting animals on behalf of one Adoption Partner, they are prohibited from exiting animals for any and all Adoption Partners.

Affiliation with an Adoption Partner does not shield a person who is found in violation of laws pertaining to animals, such as Penal Code Section 597.1 or a limit on the number of animals in their possession, from being placed on a 'Do Not Adopt' status. That status could prevent the person from exiting or adopting animals from DACC, despite the affiliation with an Adoption Partner in good standing.

### Adding and Removing Authorized Representatives

Only the primary contact of the Adoption Partner may add or remove representatives from the authorized representative or transport agent lists. All requests for changes to the authorized representative or transport agent list must be made in writing by the primary contact to an adoption partner coordinator. The request must include the full name of the authorized representative or transport agent, their current address, phone number, and e-mail, and, if a transport agent, must be accompanied by a legible copy of the person's government-issued photo identification. Only an adoption partner coordinator may update the authorized representative or transport agent lists.

To add an authorized representative or transport agent to an Adoption Partner's list of authorized representatives, the primary contact must submit an Authorized Representative Form to DACC. DACC reserves the right to conduct a check of all proposed authorized representatives of the Adoption Partner to ensure compliance with the standards of the Program. The use of temporary representatives or "one-time pulls/adoptions" is not permitted. This is to ensure the safe and reliable transportation of animals.

### **ADOPTION PARTNERS AS DEPARTMENT FOSTERS**

At no time may an Adoption Partner organization be listed as a foster for animals still under the care of DACC. See policy SP110: Animal Foster Program for more information on the qualifications for Adoption Partner volunteers as fosters for animals that remain in the care of DACC.

### **SUSPENSION OR REVOCATION OF ADOPTION PARTNERS**

In DACC's sole discretion, an Adoption Partner may have conditions placed upon its privileges either temporarily or permanently, be suspended from the Program for a specified period of time, or have its Adoption Partner status permanently revoked if it fails to adhere to the Adoption Partner Program MOA, program guidelines and applicable DACC policies.

### Administrative Review Process

An Adoption Partner who has received a notice that their Adoption Partner privileges have been terminated or restricted, other than a temporary suspension pending investigation, may request a review of DACC's action using the form provided with the notice. The form must be returned to DACC within thirty calendar days and accompanied by a written explanation and any supporting documents that demonstrate why DACC's decision to terminate or restrict an Adoption Partners privilege should be reconsidered.

The director or designee will review a decision to terminate or restrict an Adoption Partner's privileges if the request to review satisfies the following criteria:

1. The request for review is submitted timely, i.e., within thirty calendar days of the date on the notice; and
2. The request for review asserts, in appropriate detail with supporting factual reasons, one or more of the following grounds for review:
  - A. The reasons given by DACC for terminating or suspending restricting the Adoption Partner's privileges are factually incorrect.
  - B. One or more of the reasons given for the suspension or termination or restriction of the Adoption Partner's privileges has been resolved by the time the request for review was submitted; or
  - C. The reasons given by DACC are not serious enough to justify the termination, suspension, or restriction of the Adoption Partners privileges.

Upon completing the review of the action to terminate, suspend, or restrict an Adoption Partner's privileges, DACC will notify the Adoption Partner of the decision within sixty calendar days of receipt of the request for review.

Any Adoption Partner that is terminated from the Adoption Partner Program, or member of a board of directors of an Adoption Partner that is terminated from the Program, will be ineligible for consideration for participation in the Program for a minimum of one year, unless the director finds extenuating circumstances warrant a shorter time. An Adoption Partner organization that is terminated from the Program is only eligible for reconsideration upon submission of a complete application packet and meeting the then-current program qualifications. Reconsideration will include the reason(s) for the Adoption Partner's termination and whether the circumstances leading to the release have been adequately addressed to the satisfaction of the director.

## **CONCLUSION**

DACC is committed to working with Adoption Partners to find more positive outcomes for unwanted animals by working together in a professional and mutually supportive environment. A well-structured Adoption Partner Program with clear delineation of responsibilities and expectations will ensure a program that is fair for all parties involved—the animals, the public, Adoption Partners, and DACC. DACC thanks all Adoption Partners for their ongoing commitment to helping animals.



Marcia Mayeda, Director

**ATTACHMENT B**

September 9, 2024

## Synopsis of Adoption Partner Program Changes

PREVIOUS PROGRAM	REVISED PROGRAM	COMMENTS
<b>Written Agreement</b>		
No formal contractual agreement	A formal 3-year contractual agreement between the County and the rescue organization that can be renewed repeatedly	
The "Master Agreement" is a blanket adoption agreement applicable to all animals taken so no signature is required to adopt animals except dogs requiring an indemnity waiver	Each adoption will require a signature on an adoption agreement similar to what the public signs	Helps protect rescue organizations from having their name used by independent actors without their knowledge, and false allegations of misconduct as a result of unauthorized action
<b>Application Qualifications and Process</b>		
Be a 501(c)(3) nonprofit corporation	Be a 501(c)(3) nonprofit corporation in good standing with all applicable federal and State agencies	Being registered with the CA Attorney General is not a new requirement, but it is now expressly stated
Have no criminal or administrative violations regarding animals	Have no <i>founded</i> criminal or administrative violations regarding animals by the corporation or any of its Board members, employees, or volunteers, and no pending criminal or administrative investigations	Added "founded" administrative violations, and "pending" (at the time of submitting the application) criminal/ administrative investigations

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

Synopsis AP Program Changes

PREVIOUS PROGRAM	REVISED PROGRAM	COMMENTS
Letter of reference from a veterinarian	Identify and provide contact info for a veterinarian or veterinary practice that provides care to the organization's animals when needed	Ensures that the rescue has a vet who provides treatment to its animals; no "reference" is needed
Submit references from two current APs	No references from other rescues are required	References were not useful in determining applicant qualifications
Submit a reference from an animal control agency or open-admission HS/SPCA with which the rescue has done business	Provide contact info for the animal control agency with jurisdiction at the place(s) the rescue houses animals (except fosters)	Reference requirement created a burden for those applicants that had not had contact with animal law enforcement agencies
	Maintain Worker's Comp insurance IF required by law	Previously implicit but made explicit
	To be eligible to adopt a dog with a known history of aggression, maintain \$2M / \$1M per incident, liability insurance	Insurance coverage is required only if adopting dogs with a known history of aggression as determined by DACC
A current copy of the adoption agreement used by the AP	A current copy of the foster and adoption agreements used by the AP	Added a copy of the foster agreement
	A copy of all animal facility licenses and permits, IF applicable	Previously implicit but made explicit
	A copy of the rescue's disaster evacuation plan for any locations where animals are housed ( <b>excluding private homes of fosters</b> )	This reflects new requirements in State law for animal facilities; previously required <i>after</i> becoming an AP
<b>Program Operations</b>		
Each primary contact shall provide a current list of all authorized persons who may adopt animals on behalf of the AP	APs will be limited to a reasonable and manageable number of transport agents (typically not more than eight)	Maintains previous language and process (no "one-time" pulls); adds a limit to the number of authorized transport agents so that APs can better manage their lists of active volunteers/agents, help APs track the animals they adopt, and help ensure accountability for all.



PREVIOUS PROGRAM	REVISED PROGRAM	COMMENTS
Work cooperatively and professionally with DACC staff and volunteers	APs and their agents must never publicize the names, addresses (other than a DACC facility) or other personal info about DACC staff or volunteers in any manner that could subject them to shame, ridicule, or other personal attack. This does NOT prevent or limit reporting alleged misconduct by a DACC employee or volunteer to DACC mgt. or to any agency authorized to impose discipline on or prosecute the conduct	More clearly defines working “cooperatively and professionally” while clarifying the AP’s ability and manner to address concerns about DACC conduct; establishes line between criticism of DACC and unacceptable conduct
Work cooperatively and professionally with DACC staff and volunteers	All communications between an AP and DACC should be polite, respectful and professional. Personal attacks, name calling, and threats will be grounds for suspension or termination of privileges	More clearly defines working “cooperatively and professionally”
<b>Availability of Animals</b>		
CTAs are placed after the animal has been available to the public for 24 hours	Commitments to adopt have been discontinued for the public and rescues	“Love at First Sight” discontinued all CTAs
Commitments to Transport lasted up to 72 hrs.	Commitments to Transport last until the end of the day	This will help reduce delays and length of stay for involved animals
Rescues must wait until an animal has been available to the public for 24 hours, before being able to adopt the animal	APs can participate in “Love at First Sight” and adopt as soon as the public can, if a representative is physically at the ACC. CTTs are available 24 hours after the animal becomes available to the public	This helps eliminate barriers to adoptions based on a need to wait a few more hours for a specific animal, when an AP is already at an ACC adopting a different animal.
<b>Standards of Conduct (formerly “Program Guidelines”)</b>		
Provide accurate and complete information on all documents	Provide accurate and complete information on all documents and statements	Added previously implicit requirement to be truthful in communications/statements

Synopsis AP Program Changes

	Maintain all qualifications for application throughout the participation in the Program	Previously implicit but made explicit
	Notify DACC of any lapses of qualification criteria and promptly remediate such lapses	Previously implicit but made explicit
	Pick up animals on the earliest date the animal is available to be picked up unless prior arrangements have been made	Prompt pick up has been required; this defines what is 'prompt' in most cases
Comply with all applicable State laws, ordinances, Department policies or procedures, and program guidelines	Together with DACC staff, ensure that each animal adopted from DACC is microchipped prior to the transport agent taking possession of the animal	This reflects new requirements in State law
	Ensure that when an animal is picked up from DACC it is transported in a vehicle that is safe and appropriate for the animal, and is secured in the vehicle in a manner that ensures the safety of both the animal and others	Previously implicit but made explicit
Properly monitor the placement and care of animals in their foster homes or boarding facilities	Exercise reasonable care and diligence in selecting appropriate foster and permanent placement of animals to ensure both animal and public safety	Clarifies that care and diligence is needed in the <i>selection</i> of temporary and permanent placement, not just monitoring fosters/ boarding facilities
Comply with all applicable State laws, ordinances, Department policies or procedures, and program guidelines	Comply with all laws requiring disclosure of previous history of the animal, including CA Food and Ag Code § 30526 which requires disclosure in writing of a dog's known bite history and the circumstances related to the bite, and provide proof of notification to DACC upon demand	This reflects new requirements in State law
Comply with all applicable State laws, ordinances, Department policies or procedures, and program guidelines	Report all allegations of a bite that broke the skin of a person by a dog, cat or other species susceptible to rabies to the applicable agency for quarantine, and cooperate	No substantive change; just states this requirement expressly

	with the agency's directives	
	Keep records of microchip information on all animals for at least ten (10) years from the date of adoption from DACC	New requirement designed to comply with intent of State microchipping mandate and aid returning animals to owners
Keep records of adoptions of DACC source animals for at least three years and provide copies of records to DACC upon demand	Keep records of temporary and permanent placement of DACC-sourced animals for at least five (5) years from the date of perm. placement (adoption) and provide records to DACC upon request	Changed time period from 3 to five years; clarified that clock starts with permanent placement by the rescue
Comply with all applicable state laws, ordinances, Department policies or procedures, and program guidelines	Maintain all facilities where animals are housed in compliance with all applicable legal standards, including the limits on the number of animals maintained by fosters	Provides additional clarifying details regarding housing facilities, reflecting changes in State law

**Suspension or Revocation of Adoption Partners**

If an Adoption Partner is dissatisfied with the action taken by the Committee, they may request that the decision be reviewed by a neutral hearing officer in an Administrative Hearing.	<p>An AP whose privileges have been terminated or restricted, other than a temp. suspension pending investigation, may request a review of the action within 30 calendar days with a written explanation and any supporting documents that show why DACC's decision should be reconsidered.</p> <p>The director or designee will review the decision. DACC will notify the AP of the decision within 60 calendar days of receipt of the request for review.</p> <p>Any AP or member of a board of directors of an AP that is terminated from the Program, will be ineligible for consideration for participation in the Program for a minimum of one year, unless the director finds extenuating circumstances warrant a shorter time.</p>	Establishes review/grievance process by written declaration, with defined time limit for resolution.
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## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024	
<b>BOARD MEETING DATE</b>	10/22/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Parks and Recreation	
<b>SUBJECT</b>	SUBJECT: DELEGATED AUTHORITY TO EXECUTE A THREE-YEAR (3) LICENSE AGREEMENT AND FIVE-YEAR (5) TOLLING AGREEMENT WITH REGENCY CENTER, LLC FOR ACCESS TO LAKEWOOD GOLF COURSE FOR GROUNDWATER MONITORING (SUPERVISORIAL DISTRICT 4) (3-VOTES)	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: Not a County contract	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	License for access expired July 18, 2024 and needs to be renewed to minimize further delays for licensee in accessing site for groundwater monitoring and reporting.	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	\$0	All monitoring is funded by licensee (Regency Center, LLC)
	TERMS (if applicable): Three (3) Year Right of Entry License and five (5) year Tolling Agreement	
Explanation: Access will be granted to licensee for continued groundwater well monitoring; licensee will pay County an annual fee of \$1,590 during term of license.		
<b>PURPOSE OF REQUEST</b>	<ul style="list-style-type: none"> <li>• Find that the projects are exempt from CEQA;</li> <li>• Find that continued access to the existing monitoring wells provided by Regency Center, LLC are necessary to meet monitoring requirements as mandated by the California Regional Water Quality Control Board, Los Angeles (Regional Board) for groundwater sampling</li> <li>• Authorize the Director of the Department of Parks and Recreation, or designee, to renew, execute, and amend the non-exclusive gratis License Agreement with Regency Center, LLC for a three-year (3) term.</li> <li>• Authorize the Director of the Department of Parks and Recreation, or designee, to renew, execute, and amend the non-exclusive Tolling Agreement with Regency Center, LLC for a five-year (5) term</li> </ul>	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<ul style="list-style-type: none"> <li>• On July 9, 2019, the Board previously approved of a five-year license agreement and Tolling Agreement for Regency Center to access the County property for the</li> </ul>	

including any related motions)	purpose of accessing the County property for groundwater monitoring well and conduct groundwater sampling.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:  The proposed action will achieve the goals of licensing and/or allowing access to Regency to support human health and resilience (Goal 2).
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Sean Woods, Chief of Planning, (626) 588-5345, <a href="mailto:swoods@parks.lacounty.gov">swoods@parks.lacounty.gov</a> ;  Bryan Moscardini, Departmental Facility Planner-I, (626) 588-5308, <a href="mailto:bmoscardini@parks.lacounty.gov">bmoscardini@parks.lacounty.gov</a>



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

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

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October 22, 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:

**DELEGATED AUTHORITY TO EXECUTE A THREE-YEAR (3) LICENSE  
AGREEMENT AND FIVE-YEAR (5) TOLLING AGREEMENT WITH REGENCY  
CENTER, LLC FOR ACCESS TO LAKEWOOD GOLF COURSE FOR  
GROUNDWATER MONITORING  
(SUPERVISORIAL DISTRICT 5) (3-VOTES)**

**SUBJECT**

Approval of the recommended actions will authorize the Director of Parks and Recreation to execute a three-year (3) Right of Entry/License Agreement to allow for continued site access and rental payments at Lakewood Golf Course, with Regency Center, LLC, a for-profit property management company.

The proposed License Agreement will renew the License issued by the Director of the Department of Parks and Recreation to Regency Center, LLC, which expired July 18, 2024.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions are within the scope of a previously approved exemption from the California Environmental Quality Act, for the reasons stated in this Board letter and in the record of the project.
2. Find pursuant to Government Code Section 25907, that continued access to the existing monitoring wells provided by Regency Center, LLC are necessary to meet monitoring requirements as mandated by the California Regional Water Quality Control Board, Los Angeles to conduct groundwater sampling as part of an investigation to evaluate whether the contaminants of concern have migrated to adjacent properties.

3. Authorize the Director of the Department of Parks and Recreation, or her designee, to renew, execute, and amend a non-exclusive, gratis License Agreement with Regency Center, LLC for a three-year (3) term, approved as to form by County Counsel.
  
4. Authorize the Director of the Department of Parks and Recreation, or her designee, to renew, execute, and amend a non-exclusive, Tolling Agreement with Regency Center, LLC for a five-year (5) term, approved as to form by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Lakewood Golf Course (Golf Course) is a County of Los Angeles (County)-owned 18-hole regulation length course that was built in 1933 and includes 176 acres of lakes and tree-lined fairways. Through a public and private partnership, the Golf Course is operated under management lease agreements. The Golf Course is located southeast of the Lakewood Kohl's Department Store (Kohl's). During environmental due diligence activities conducted in association with the construction of Kohl's, volatile organic compounds (VOCs)-affected soil and groundwater was detected beneath the site, the former Cal Cleaners location now owned and managed by Regency Center, LLC (Regency). Such VOCs migrated off-site through groundwater towards the Golf Course. Accordingly, the California Regional Water Quality Control Board, Los Angeles (Regional Board) requested the County grant Regency access to the Golf Course to install a groundwater monitoring well and conduct groundwater sampling as part of an "investigation to evaluate whether the contaminants of concern have migrated to adjacent properties."

On July 9, 2019, the Board previously approved of a five-year license agreement for Regency to access the County property for the purpose of accessing the County property for groundwater monitoring well and conduct groundwater sampling. The current recommended action is to approve an additional three-year (3) License Agreement with an accompanying five-year (5) Tolling Agreement to comply with the Regional Board's request, allowing Regency continued access to the Golf Course for groundwater monitoring and annual groundwater sampling near holes 8 and 9, which would assist in preserving any potential action against Regency for environmental contamination liability. The License Agreement between Regency and County is needed for Regency to complete its mandated scope of work, which includes: Groundwater Monitoring Well Sampling; and Data Evaluation and Report Preparation. The License Agreement also provides that the groundwater sampling results be provided to the County. This activity is authorized pursuant to Government Code section 25907.

**Implementation of Strategic Plan Goals**

The recommended actions will further the County’s Strategic Plan Goal to Foster Vibrant and Resilient Communities and improving Sustainability through continued Environmental Justice efforts that facilitate healthy communities and provide access to clean air, soil, and water, particularly in communities that have long endured industrial contamination. (Northstar 2.D.iv).

**Implementation of County Sustainability Goals**

Adopted by the Board in 2019, the Our County Sustainability Plan establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed action will achieve the goals of licensing and/or allowing access to Regency to support human health and resilience (Goal 2).

**FISCAL IMPACT/FINANCING**

There is no net-County cost incurred from the recommended actions. Regency shall pay the County an annual fee of \$1,590, payable upon commencement of the license. Successive payments must be made on each anniversary of that date.

**Operating Budget Impact**

There are no County operating costs for Regency’s access and use of the monitoring wells area under this license.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed access is located within County property that is operated and maintained by the Department through a concessionaire agreement between American Golf Corporation and the County for operation of Lakewood Golf Course. Pursuant to Government Code section 25907, the Board has the authority to lease, let or grant licenses for the use of its real estate or personal property or any portion thereof to any person, firm or corporation for concessions and services consistent with public park and recreation necessary to meet the social needs of the population of County.

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

The proposed lease agreement will have no impact on current services offered by the Department.



## **ENVIRONMENTAL DOCUMENTATION**

On July 9th, 2019, your Board approved an exemption for the agreements pursuant to section 15306 of the California Environmental Quality Act (CEQA) Guidelines and Class 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G for information collection. These recommendations are within the scope of the previously approved exemption from CEQA.

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

There will be no impact on current services or projects. Regency will perform all of its activities in a manner that ensures that the Golf Course shall remain open and fully operational.

## **CONCLUSION**

Upon approval by the Board, it is requested that one adopted copy of this Board Letter be forwarded to the Department of Parks and Recreation.

Should you have any questions, please contact Sean Woods at (626) 588-5345 or [swoods@parks.lacounty.gov](mailto:swoods@parks.lacounty.gov), or Johanna Hernandez at (626) 588-5370 or [bjl@parks.lacounty.gov](mailto:bjl@parks.lacounty.gov).

Respectfully submitted,

Norma E. Garcia-Gonzalez

Director

NEGG:AB:SW:BM:ner

Enclosures (2)

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

**LICENSE AGREEMENT  
FOR GROUNDWATER MONITORING WELL MONITORING  
AT LAKEWOOD GOLF COURSE**

3101 EAST CARSON STREET, LAKEWOOD, CALIFORNIA 90712

This License Agreement ("Agreement" or "License") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles ("County") a body corporate and politic, and REGENCY CENTER, LLC, a Delaware limited liability company ("Licensee") (collectively the "Parties" or individually "Party").

**RECITALS**

- A. County is the owner of certain real property known as the County Lakewood Golf Course ("Golf Course") located at 3101 East Carson Street, Lakewood California, downgradient and southeast from the Regency Center (Lakewood Kohl's), 2650 East Carson Street, Lakewood California ("Site") owned by Licensee. The County has a third-party operate and maintain the Golf Course ("Golf Course Operator").
- B. Since 2008 the Los Angeles Regional Water Quality Control Board (Regional Board) has issued orders and directives in connection with Site Cleanup No. 1214/Site ID 2040303, requiring Licensee to "conduct subsurface investigation, monitoring, and cleanup activities to address the chlorinated solvent contamination detected in subsurface soil, soil vapor, and groundwater as a result of releases at the Site." (Regional Board Letter dated September 25, 2008, such orders and directives collectively referred to herein as the "Regional Board Order").
- C. In furtherance of these efforts, the Regional Board required Licensee to determine the lateral extent of volatile organic compounds (VOCs) in groundwater downgradient, to the south and southeast, of the Site. On May 17, 2017, Regional Board approved Licensee's work plan to do so.
- D. On June 19, 2018, the Regional Board approved Licensee's downgradient groundwater well installation work plan, which included a proposed groundwater monitoring well at the Golf Course, identified as MW-11.
- E. On June 26, 2018, the Regional Board requested the County grant Licensee access to the Golf Course to install a groundwater monitoring well.
- F. The County and Licensee previously entered into that certain License for Groundwater Monitoring Well Construction and Monitoring at Lakewood Golf Course (Agreement #001085) (as amended, the "Prior License Agreement"), pursuant to which a groundwater monitoring well (herein, "MW-11") was constructed on the Golf Course and has since been monitored by Licensee. The term of the Prior License Agreement expired on **July 18, 2024**.

- G.** Licensee seeks to retain a license to the Licensed Area for the purpose of monitoring MW-11 in compliance with governmental directives, including the Regional Board Order.

Now therefore, in consideration of the mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Licensee and County agree as follows:

**LICENSE**

The preceding Recitals are incorporated in this License.

**1. LICENSED AREA AND PERMITTED USES**

1.01 County hereby provides a non-exclusive license to Licensee, and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, of the Licensed Area. The Licensed Area shall be comprised of the area encompassing MW-11 and the maintenance road and area from the maintenance road to MW-11 for ingress and egress purposes, depicted on **Exhibit A**, which is attached and incorporated herein.

1.02 To the extent necessary to fulfill its obligations under the Regional Board Order, Licensee may conduct the following activities ("Permitted Uses") pursuant to the Regional Board approved "Additional Offsite Well Installation Work Plan," as may be further amended or revised, attached and incorporated as **Exhibit B** herein:

- (a) Monitor MW-11 in compliance with Regional Board and any other federal, state, or local requirements;
- (b) Perform periodic maintenance and any necessary repairs on MW-11; and
- (c) Restore the Licensed Area upon the License's expiration or termination.

1.03 Any work performed by Licensee related to or incidental to this License shall be at Licensee's sole cost and expense.

1.04 All Permitted Uses will be performed by or on behalf of Licensee in a workmanlike manner.

1.05 Licensee shall make no other alterations or improvements to the Licensed Area other than those identified in Section 1.02 without prior written authorization from County.

1.06 In the event that Licensee makes any alterations or improvements in violation of Section 1.05 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and

improvements and restore the Licensed Area to its pre-existing condition;

- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.05 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.07 Licensee will conduct its Permitted Uses within the Licensed Area at its own risk and take its own precautions to protect against any activities or conditions related to the Golf Course. Licensee further accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof. County further makes no representations or warranties regarding the conditions of the Golf Course or any hazards or defects which may be located on about or under the Licensed Area. County shall have no liability whatsoever to Licensee related to the conduct or activities of any invitees, the public, or any persons at the Golf Course, or for any said persons' instrumentalities. All betterments to the Licensed Area shall, at the discretion of the County, become the County's property upon the expiration or termination of this License.

1.08 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction herein to the Licensed Area, and covenants and agrees never to assail, contest, or resist said title.

1.09 Licensee acknowledges and agrees that during the term hereof, County may elect to construct or cause to be constructed improvements on or affecting the Licensed Area. However, County's construction or improvements will not prevent or unreasonably interfere with the Licensee's Permitted Uses.

## **2. TERM**

The term of the License is approximately three (3) years commencing upon (1) execution of this License by the County, and (2) a Tolling Agreement is fully executed and in effect between the County and Licensee (the "Commencement Date"), expiring on **July 18, 2027**. Licensee will have the ability to renew this License for up to an additional two (2) years subject to the County Director of Parks and Recreation's ("Director") written concurrence. Licensee must notify the County in writing not less than thirty (30) days prior to expiration of the term of Licensee's request to renew.

## **3. PAYMENT**

3.01 Licensee will pay County for the use granted herein the sum specified in Section 3.02. The first annual payment must be made thirty (30) days after full execution

of this License, and successive payments must be made on each anniversary of that date. Payments must be made by check or draft issued and payable to:

County of Los Angeles,  
Department of Parks and Recreation  
1000 S. Fremont Avenue, Unit #40  
Alhambra, CA 91803

3.02 Payments

- Application fee of \$500
- Annual fee of \$1,590

If the Commencement Date occurs prior to the expiration of the Prior License Agreement, the annual fee for the first year of this License shall be prorated taking into account the annual fee last paid under the Prior License Agreement. However, the annual fee shall not be prorated in the event the License is terminated prior to the next anniversary date.

4. **OPERATING RESPONSIBILITIES**

4.01 Compliance with Law. Licensee's Permitted Uses and occupancy of the Licensed Area must conform to and abide by all County ordinances and all state and federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. Licensee must maintain the Licensed Area in compliance with all applicable laws and regulations.

4.02 Mitigation. Licensee must conduct its Permitted Uses, and otherwise occupy and use the Licensed Area, in a manner that will reasonably mitigate noise, dust, odor, and other off-site impacts.

4.03 Signs. Licensee agrees to post signs in or around the Licensed Area related to safety, contact information, public notification, emergency information, educational information regarding Licensee's Permitted Uses, or other subjects related to Licensee's Permitted Uses, upon the County's request. Licensee must not post promotional signs or advertising matter upon the Licensed Area unless prior approval is obtained from the County, whose approval will not be unreasonably withheld.

4.04 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, will be permitted or remain on the Licensed Area resulting from or incidental to Licensee's Permitted Uses, and Licensee must prevent any accumulation thereof from occurring. Licensee will pay all charges which may be made for the removal thereof.

4.05 Security Devices. Licensee will be responsible for securing MW-11.

4.06 Utilities. Licensee will be solely responsible for paying all utilities, if

applicable (including, but not limited to water, sewer, electric, and telephone) related to Licensee's occupancy of the Licensed Area and its Permitted Uses.

4.07 Maintenance. Licensee will be responsible for maintaining the Licensed Area in a clean and sanitary condition while in use by Licensee.

4.08 Observing the Licensed Area. The County will, at its discretion, have the right to observe all Permitted Uses under the License, and shall be provided the opportunity by Licensee to make such observations, provided that it shall not interfere with such Permitted Uses. County's right to observe shall not create any obligations on the part of County with respect to the Permitted Uses, wherein the oversight and proper performance of which shall remain the sole responsibility of Licensee.

4.09 Governmental Agency Documents. Licensee will be responsible for providing County a copy of all correspondence, reports, analytical data, laboratory reports, and figures Licensee either submits to or receives from any governmental agency regarding the Permitted Uses under this License and/or any contamination at, under, or affecting the Golf Course within five (5) days of their submission or receipt.

4.10 Site Specific Requirements. Comply with and abide by all applicable rules, regulations and reasonable directions of County.

- (a) Require Licensee's project manager and emergency contact, currently Mark Zeko, President, EEC Environmental (714) 667-2300 phone, (714) 814-2174 cell, and email address: [mzeco@eecworld.com](mailto:mzeco@eecworld.com) to contact the County's Assistant Golf Director, Mike McMonegal at (213) 216-6612 [mmcmonegal@parks.lacounty.gov](mailto:mmcmonegal@parks.lacounty.gov) or Assistant Golf Director, Tim Smith, at (626) 641-3443, [tsmith@parks.lacounty.gov](mailto:tsmith@parks.lacounty.gov), and the Golf Course Operator, currently Regional Director of American Golf Corporation ("AGC") Brian Bode at (909) 227-5320 or [bbode@americangolf.com](mailto:bbode@americangolf.com), five (5) business days prior to Licensee's initial access to Licensed Area, and immediately in emergencies to the County's Assistant Golf Director and the Golf Course Operator's emergency contact, currently Rick Crowder 562-212-1188 [rcrowder@lakewoodgolf.net](mailto:rcrowder@lakewoodgolf.net) Coordinate all Permitted Uses with the Golf Course Operator, and County Assistant Golf Director Mike McMonegal three (3) business days in advance of any Permitted Uses.
- (b) Limit use of Licensed Area from dusk to dawn.
- (c) Maintain to the satisfaction of the County the Licensed Area and surrounding area in a safe and sound condition, free from danger, injury or threat of harm to the public, and as to prevent the existence of an attractive nuisance.

- (d) Assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary, or vandalism to any and all of Licensee's equipment, materials, tools, and vehicles owned, hired, leased, or used by Licensee for this License, except to the extent that such damage or destruction and loss result from the active negligence or willful misconduct of County.
- (e) Repair or replace any and all County and the Golf Course Operator property lost, damaged, or destroyed as a result of work done pursuant to this License, except to the extent that such loss, damage or destruction results from the active negligence or willful misconduct of County. Should Licensee fail to promptly make repairs after notice by County of damage, loss or destruction of property, County may have repairs made and Licensee shall pay all reasonable costs. In the event of damage caused by Licensee's activities to any County or Golf Operator facility, equipment, and/or improvements including landscaped areas, Licensee shall promptly notify those listed in 4.10(a).
- (f) Allow County to enter the Licensed Area at any time to determine compliance with the terms of this License.
- (g) Provide all safety and security signs, barricades, pedestrian and traffic cones, lights and other related safety fixtures which will forewarn the public of the existence of any hazards related to Licensee's activities, and of any detour's accidents due to Licensee's activities.
- (h) Bear the sole cost and expense of all work performed pursuant to this License.
- (i) Avoid all existing facilities, including but not limited to irrigation heads and valve boxes, tees, greens, sand traps.

**5. ENVIRONMENTAL MATTERS**

5.01 Licensee will not store hazardous waste within the Licensed Area longer than permitted under applicable hazardous waste laws. Licensee may only store hazardous waste generated from Licensee's Permitted Uses. Licensee may temporarily store, handle, or dispose of hazardous waste in compliance with applicable hazardous waste laws. The term "hazardous waste" includes, but is not limited to, asbestos, all petroleum products and all hazardous materials, hazardous wastes, and hazardous or toxic substances as defined or designated in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.) (including specifically any element, compound, mixture or solution); the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, et seq.); the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.); and California Health and Safety Code section 25316, including such hazardous or

toxic substances or wastes as are identified, defined, or listed elsewhere where such identifications, definitions, or lists are incorporated into such acts or code section by reference, as well as all products containing such hazardous substances. In addition, the term "hazardous waste" includes, but is not limited to, any substance designated pursuant to the Clean Water Act (33 U.S.C. §§ 1321, et seq.); any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act (42 U.S.C. §§ 1317(a), et seq.); any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. §§ 7412, et seq.); any imminently hazardous chemical substance or mixture with respect to which the Administrator of the Environmental Protection Agency has taken action, pursuant to section 7 of the Toxic Substances Control Act (15 U.S.C. §§ 2606, et seq.); and any hazardous waste identified in Chapter 11 of Title 22 of the California Code of Regulations (22 C.C.R. §§ 66261.1, et seq.).

5.02 Licensee will be responsible for removing and properly disposing of all soil, drilling spoils, groundwater or other water, or hazardous waste resulting from Licensee's Permitted Uses, including obtaining any necessary permits, and shall upon request, provide County with the manifests evidencing the proper disposal of same.

5.03 If Licensee suspects any unauthorized release of hazardous waste from or within the Licensed Area, Licensee will notify the County's Senior Golf Director and Golf Director within 24 hours of said release.

**6. CEQA COMPLIANCE**

The proposed activities are categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15306 of the State CEQA Guidelines and Class 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the actions consist of installation of a monitoring well and information collection.

**7. INDEMNIFICATION**

Licensee shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officials, officers, employees, agents and the Golf Course Operator (the indemnified Parties) from and against any and all liability, loss (including any interference with the maintenance and operation of the golf course or any closures thereof), injury or damage, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from Licensee's acts and/or omissions arising from services performed by or on behalf of Licensee by any person, subcontractor or agent pursuant to this License, except to the extent that such liability, loss, injury or damage, arises from the acts or omissions of the indemnified Parties. The terms of this paragraph survive the termination of this License.

**8. GENERAL INSURANCE REQUIREMENTS**

Without limiting Licensee's indemnification of the indemnified Parties, Licensee shall provide and maintain during the term of this License the insurance specified in this License. Licensee, either by itself or through and affiliate thereof (the "Self-Insurer"), may



## Agreement #DPR2024000041

elect to satisfy these insurance requirements through the use of commercial insurance, self-insurance, or any combination thereof. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Licensee own expense.

- (a) Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered per Section 8 of this Agreement prior to accessing the Licensed Area under this Agreement. Such certificates or other evidence shall:
  - i. Specifically identify this Agreement. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name and number **DPR2024000041**, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match Licensee's name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any Licensor required endorsement forms.
  - ii. Clearly evidence all insurance required in this Agreement.
  - iii. Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - iv. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the indemnified Parties as additional insured to the extent of the indemnity contained in Section 9.
  - v. Show Licensee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in item (iv), stating "It is further agreed that the insurance afforded by this policy is primary to and insurance or self-insurance programs maintained by the additional insured and the additional insureds insurance and self-insurance programs are excess and non-contributing to the Named Insureds insurance."
- (b) Insurer Financial Ratings. Licensee shall use its best efforts to ensure that insurance is provided by an insurance company authorized to do business in California and reasonably acceptable to the County, with an A.M. Best rating of not less than A;VII, unless otherwise approved by the County.

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- (c) Waiver of Subrogation. Licensee agrees to release the indemnified Parties and waive its rights of recovery against the indemnified Parties under the insurance policies specified in this Agreement, except to the extent that such rights derive from the negligence or willful misconduct of the indemnified Parties.
- (d) Failure to Maintain Coverage. Failure by Licensee to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Agreement.
- (e) Notification of Incidents, Claims or Suites: Licensee shall report to County:
  - i. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 72 hours of occurrence.
  - ii. Any third-party claim or lawsuit filed against Licensee arising from or related to Licensee's access and use of the Licensed Area under this Agreement.
  - iii. Any injury to a Licensee or subcontractor employee, which occurs on County property. This report shall be submitted on a County "Non-employee injury Report" to the Chief of Planning.
- (f) Insurance Coverage Requirements for Subcontractors: Licensee shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
  - i. Licensee providing evidence of insurance covering the activities of subcontractors, or
  - ii. Licensee providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.
- (g) Insurance Coverage Requirements:
  - i. General Liability insurance written on ISO policy form CG 00 01 or a similar form, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- ii. Automobile Liability insurance written on ISO policy form CA 00 01 or a similar form with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned" vehicles. In the event that all vehicles are provided and operated by a subcontractor, Licensee shall ensure subcontractor maintains equivalent auto liability coverage.
- iii. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor code of the State of California or by any other state, and for which Licensee is responsible. In all cases, this insurance also shall include employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million
- iv. Pollution Liability: covering liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and including coverage for the costs and expenses associated with voluntary clean-up or with the testing, monitoring or treatment of pollutants in compliance with a governmental mandate or request, with limits not less than \$5 million each occurrence and aggregate.

**9. NOTICES**

Notices desired or required to be given by this License or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope Registered Mail, Return Receipt Requested, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to Licensee as follows:

Regency Center, LLC  
120 North Robertson Boulevard, Third Floor  
Los Angeles, California 90048  
Attention: Legal Department  
Tel: (310) 652-3620

With a copy to:

PAJAMALAW  
12817 North Seaglass Circle  
Playa Vista, California 90094  
Attention: Sabrina Burton  
Tel: (310) 309-0553

Or such other place in California as may hereinafter be designated in writing by the Licensee.

The notices, Certificates of Insurance and/or Self-Insurance and envelopes containing the same to County shall be addressed to:

County of Los Angeles  
Department of Parks and Recreation  
Attention: Alina Bokde, Chief Deputy  
1000 South Fremont Avenue, Unit #40  
Alhambra, California 91803

Or such other place in California as may hereinafter be designated in writing by the County.

**10. INDEPENDENT STATUS**

This License is by and between County and Licensee. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Licensee. Licensee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Licensee pursuant to this License.

**11. EMPLOYEES**

All references to "Licensee" herein are deemed to include Regency Center, LLC's employees, agents, subcontractors, and anyone else required under written contract with Licensee to access the Licensed Area.

**12. LIMITATIONS**

It is expressly understood that the right to uses said Licensed Area pursuant to this License creates no estate or interest therein, and that the right to use is only a nonexclusive, revocable permission to use the Licensed Area in accordance with the terms and conditions of this License. Licensee must keep the Licensed Area free from any liens, claims, or demands arising out of Licensee's use of the Licensed Area. Licensee must pay any valid lien or claim against the Licensed Area arising out of Licensee's use of the Licensed Area.

**13. AMENDMENTS**

The terms of this License may be amended by the Director upon mutual written agreement by the Parties.

**14. COUNTERPARTS**

This License may be exerted in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument.

**15. ASSIGNMENT**

This License may not be assigned by Licensee without the prior written consent of the Director, which consent may be withheld in Director's sole and absolute discretion. Any assignment in violation of this provision shall be null and void and of no force and effect. County, without the consent of Licensee, may assign at any time all of its rights and obligations under this License, including with respect to indemnity and reimbursement of attorneys' fees and costs.

**16. AUTHORITY TO STOP**

In the event an authorized representative of the County finds the activities being held on the Licensed Area unnecessarily endanger the health or safety of persons on or near said Licensed Area, the representative may require the immediate suspension of this License until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.

**17. DEFAULT**

Licensee agrees that if there is a material breach of the terms and conditions herein contained, County may forthwith revoke and terminate this License. Notice of revocation shall be given as provided by Section 9 of this License. Failure by County to revoke this License for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.

**18. TERMINATION**

This License may be terminated at any time without cause for any reason or no reason at all at the option of County by giving five (5) days' notice of termination as provided in Section 9.

**19. RESTORATION OF LICENSED AREA**

19.01 Upon any termination or expiration of this License, pursuant to Sections 2, 18, 21, or 22, Licensee shall surrender the Premises in a neat and clean condition to the satisfaction of County. Licensee shall complete restoration of the Licensed Area to its original condition or better prior to the termination or expiration of this License, except to the extent that the Regional Board requires that MW-11 be abandoned in place. Subject to the preceding sentence, restoration of the Licensed Area shall include, but not be limited to, removal of all of Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements unless otherwise instructed in writing by County or by the Regional Board. County shall conduct an inspection of the Licensed Area to determine if restoration has been completed by Licensee to County's

satisfaction. If County determines that restoration has not been completed to County's satisfaction upon expiration or termination of this License, County may restore said Licensed Area entirely at the expense of Licensee.

19.02 Upon any revocation of the License, pursuant to Section 17, Licensee shall surrender the Licensed Area in a neat and clean condition to the satisfaction of County, remove its property therefrom, and restore the Licensed Area as provided above within such time as County may designate.

19.03 If County determines that restoration has not been completed to County's satisfaction under any scenario, County may restore said Licensed Area entirely at the expense of Licensee.

**20. COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as defined in Section 2.160.010 of said code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

**21. TRANSFER OF TITLE/GOLF COURSE CLOSURE**

In the event title to the Golf Course is transferred by the County to another entity, this License shall terminate on the date of said transfer unless that entity agrees to assume this License. County agrees to use commercially reasonable efforts to obtain said assignment in the event the County transfers title of the Golf Course. County shall provide Licensee with as much prior written notice of any such transfer as reasonably possible, but in no case less than two (2) months before the effective date of any such transfer.

**22. CONDEMNATION AND EMINENT DOMAIN**

22.01 Partial Taking. If any part of the Licensed Area is condemned for any public use by eminent domain, this License will terminate with respect to the condemned part, as of the date title vests in the condemnor (or on such earlier date on which possession of such property must be given to the condemnor). The remainder of the Licensed Area is subject to this License. However, if the condemnation causes the remainder of the Licensed Area to be unsuitable for Licensee's Permitted Uses, Licensee may, in its sole discretion, terminate this License by giving notice to the County within thirty (30) days after title vest in the condemnor (or within thirty (30) days of such earlier date on which possession of such property must be given to the condemnor).

22.02 Total Taking. If all or substantially all of the Licensed Area is condemned and/or Licensee's Permitted Uses are substantially impaired by the condemnation, then this License will terminate. In such case, the Parties have the right to make a separate claim with the condemning authority for the value of any trade fixtures, relocation expenses, or leasehold interest in the Licensed Area.

22.03 Fully Informed. In the event of any condemnation proceeding, the Parties agree to keep each other fully informed concerning the progress of the proceedings. Both Parties have the right, at their sole cost and expense, to participate in such proceedings. Both Parties and their attorneys shall consult and cooperate with each other, and exchange copies of all documents served or received in connection with the condemnation proceeding. Both Parties have the right after written notice to the other, to institute or intervene in a legal action relating to a condemnation proceeding.

**23. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, section 6034(b)(1) of the California Administrative Code upon the future cancellation or termination of this License.

**24. TAXATION OF LICENSED AREA**

24.01 The interest (as defined in California Revenue and Taxation Code section 107) in the Licensed Area created by this License may be subject to property taxation, if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

24.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

24.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

24.04 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

**25. SIGNATURE AUTHENTICITY CLAUSE**

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

**26. BENEFICIARIES**

This License is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives' successors, and lessees.

**27. HEADINGS AND SECTION REFERENCES**

The headings and section references used in this License are used for convenience and do not affect the scope or intent of any section or provision of this License.

**28. ENFORCEABILITY**

If any part of this License is found to be unenforceable for any reason, all other License terms remain enforceable unless the unenforceability negates the essential purpose of this License.

**29. INTERPRETATION**

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

**30. GOVERNING LAW AND FORUM**

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License must be conducted in the courts of the County of Los Angeles, State of California.

**31. ENTIRE AGREEMENT**

This License contains the entire Agreement between the Parties hereto, and no addition or modification of any terms or provisions will be effective unless set forth in writing, signed by both County and Licensee.

(Signature Page Follows)



**THE COUNTY OF LOS ANGELES**

NORMA E. GARCÍA-GONZÁLEZ  
Director, Department of Parks and Recreation

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

**REGENCY CENTER, LLC, a Delaware limited liability company**

By \_\_\_\_\_

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

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

**APPROVED AS TO FORM:**

THE COUNTY OF LOS ANGELES

DAWYN R. HARRISON  
County Counsel



By: \_\_\_\_\_  
Senior Deputy County Counsel

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Sabrina Burton  
Attorney for Regency Center, LLC

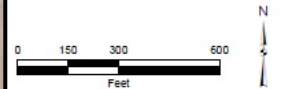


**LEGEND**

-  Offsite Groundwater Monitoring Well
-  Existing Maintenance Road ingress-egress route

**EXHIBIT A**

**NOTES**



Project  
 Regency Center, LLC  
 2650 East Carson Street  
 Lakewood, California

**OFFSITE WELL LOCATIONS**

Project Number	S-1362		File Number	S1362_2024_Permit
Date	August 2, 2024			Figure
PE/PG	MZ	PM	EV	Drafter
				AK
				<b>1</b>



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## **Additional Offsite Well Installation Work Plan**

Regency Center, LLC  
2650 East Carson Street, Lakewood, California

May 2, 2018

Prepared for:

Robertson Properties Group  
120 North Robertson Boulevard  
Los Angeles, California 90048

Prepared by:

EEC Environmental  
One City Boulevard West, Suite 1800  
Orange, California 92868  
EEC S-1362.12

A handwritten signature in black ink, appearing to read "Nate Busch", written over a horizontal line.

Nate Busch, PG  
Project Geologist

A handwritten signature in black ink, appearing to read "Vanessa Diep", written over a horizontal line.

Vanessa Diep, PG  
Project Manager



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- Attachment 1 September 2015 RWQCB Letter

## 1.0 INTRODUCTION

On behalf of Robertson Properties Group (“RPG”), EEC Environmental (EEC) submits this work plan proposing to install two additional offsite groundwater monitoring wells. Based upon the most recent groundwater sampling, EEC anticipates that completion of these wells will demonstrate that RP has fully characterized contamination emanating from historic operations on the Regency Center site located at 2650 East Carson Street in Lakewood, California (Site; Figure 1, *Site Location Map*).

As requested by the Regional Water Quality Control Board (RWQCB) in a letter dated September 28, 2015 (Attachment 1, *September 2015 RWQCB Letter*), a multi-part offsite investigation was conducted to the south and southeast of the Site. The investigation initially consisted of the installation of two offsite wells (MW-8 and MW-9). Groundwater samples collected from those wells indicated the need for additional delineation of volatile organic compound (VOC) impacted groundwater. Additional borings were installed to the east and southeast of these wells for the collection of groundwater and existing monitoring wells located to the south of the current VOC plume were sampled to determine the lateral extent of VOCs. A summary of the investigations is provided below. Following the offsite investigation and based on the recent analytical results as well as discussions with RWQCB staff on February 22, 2018, it was determined that the lateral extent of VOC-impacted groundwater has been successfully determined. The two proposed, additional offsite wells are being installed for monitoring purposes only. (Figure 2, *Proposed Offsite Well Locations Map*).

This work plan summarizes the current Site development and use, historical Site activities, geological and hydrogeological conditions of the Site, previous subsurface investigations conducted at the Site, and the proposed well installation activities.

### 1.1 Objective

The objective of the proposed scope of work is to install two additional groundwater monitoring wells to monitor VOC-impacted groundwater down-gradient to the south and southeast of the site.

### 1.2 Site Description and History

#### 1.2.1 Site Description

Located in the City of Lakewood, California, the Site is presently improved with a retail shopping center that includes a Kohl’s department store, Burger King, Taco Bell, bank/offices, Denny’s restaurant, Cal Bowl bowling alley, and The Rinks ice skating rink. The Site is bounded by Carson Street to the north, Paramount Boulevard to the east, a railroad easement to the west, and commercial properties (GK/Design and UAW Union office building) along the southeast and southwest, respectively (Figure 2).

#### 1.2.2 Site History

Before 1959, the Site was used for agricultural and/or ranching purposes. In 1959, a Cal Union grocery store was constructed on the western portion of the Site. In 1961, a strip mall was constructed on the southern Site boundary, east of the Cal Union structure. RPG acquired the site in July 1979. The former Cal Cleaners operation was located on the eastern end of the strip mall building at 2628 East Carson Street (in what is now the Kohl’s parking lot). Cal Cleaners used PCE in dry-cleaning operations at the site between approximately 1961 and 1990. The strip mall structure and part of the original Cal Union building were demolished in late 1989 to early 1990s to accommodate the construction of a movie

theater building (Regency Theater). In 2000 and 2001, the movie theater was demolished to accommodate the current Kohl's building, which was constructed in 2002.

During environmental due diligence activities conducted in association with construction of the Kohl's department store in 2000, VOC-affected soil and groundwater was detected beneath the former Cal Cleaners location.

### 1.3 Previous Site Investigations

Environmental investigations at the Site began in 2001, and continue to the present. Investigations and remedial activities at the Site are described in EEC's *Second Quarter 2016 Groundwater Monitoring and Remediation Progress Report* (EEC, 2016), with the exception of the most recent offsite investigation which is summarized in the following section.

### 1.4 Recent Offsite Investigation

On October 5 and 6, 2016, EEC supervised the drilling and installation of two additional offsite groundwater monitoring wells (MW-8 and MW-9); the locations for which were approved by the RWQCB. The field investigation and subsequent report (EEC, 2018a) were completed pursuant to the RWQCB *Requirement for Subsurface Investigation Pursuant to California Water Code Section 13267 Order* letter, dated September 28, 2015 (RWQCB, 2015) and the RWQCB *Review of Work Plans for Subsurface Investigation Pursuant to Water Code Section 13267 Order* letter dated May 31, 2016 (RWQCB, 2016). The well locations are shown in Figure 2.

These wells were incorporated into the quarterly groundwater monitoring program and were first sampled on December 2, 2016. Results from the groundwater samples collected from the event indicated the presence of tetrachloroethene (PCE) in wells MW-8 and MW-9 at concentrations of 1,600 micrograms per liter ( $\mu\text{g/L}$ ) and 1,200  $\mu\text{g/L}$ , respectively. Several other VOC constituents were also detected in well MW-9 at low concentrations, including trichloroethene (TCE), 1,1-dichloroethene (1,1-DCE), and cis-1,2-dichloroethene (cis-1,2-DCE). These contaminants are not associated with prior operations at the Site. The most recent sampling event conducted on February 9, 2018, shows PCE concentrations detected in wells MW-8 and MW-9 are 950  $\mu\text{g/L}$  and 6,400  $\mu\text{g/L}$ , respectively and are presented in the *First Quarter 2018 Groundwater Monitoring and Remediation Progress Report* (EEC, 2018b).

Between July and October 2017, EEC conducted an additional offsite assessment in accordance with the work plan dated February 28, 2017 (EEC, 2017) and approved by the RWQCB on May 17, 2017, to further define the lateral extent of VOC-impacted groundwater down-gradient to the south and southeast of the Site and to evaluate the utility of additional groundwater monitoring wells. Five borings (HP-1 through HP5) were installed for the collection of groundwater samples. Borings HP-1 and step-out boring HP-5 were installed southeast of the Site at 3960 Paramount Blvd. Boring HP-2 and HP-3 were installed on the Lakewood Golf Course property. Boring locations HP-1 through HP-3 were selected to evaluate the extent of the PCE concentrations observed in offsite wells MW-8 and MW-9. Location HP-4 was requested by the RWQCB to determine eastern/northeastern extent of PCE detected at the Site. HP-4 was installed on the Water Replenishment District property. Location HP-5 is a step-out of HP-1, but was also installed as close as possible to the originally proposed location on the Walmart property and is sufficient to characterize the lateral extent of VOC-impacted groundwater to the east.

On October 4, 2017, groundwater samples also were collected from Boeing wells MW-1000, MW-2145, and MW-2146. These wells were sampled in lieu of installing additional borings south of Cover Street for

the collection of groundwater samples. Sampling the Boeing wells was preferable once permission was obtained from Boeing because the wells are screened in the same hydrogeologic strata and provided data from multiple locations. Concentrations of PCE in groundwater samples collected from borings HP-1 through HP-5 and Boeing wells MW-1000, MW-2145, and MW-2146 show that the extent of offsite groundwater contamination from the site has been fully characterized and that, other than drilling two additional sentinel wells for monitoring, no further offsite assessment is needed.

## **2.0 GEOLOGY AND HYDROGEOLOGY**

### **2.1 Site Geology**

The Site lies within the Central Block of the Los Angeles Basin and is located between the Palos Verde and Whittier Fault Zones. The Los Angeles Basin is a sediment filled basin composed of thick marine and alluvial deposits consisting of silt, sand, and gravel. The Site vicinity is underlain by the Lakewood Formation which is 200 to 250 feet (ft) thick. The Site soils to approximately 64 ft below ground surface (bgs) were classified during this investigation to be predominately tight silts and sands with interbedded clay layers. A clay confining layer was encountered at around 64 ft bgs.

### **2.2 Site Hydrogeology**

Regency Center is located within the Pressure Area of the southern portion of the Central Groundwater Basin and near the eastern boundary of the West Coast Basin. The upper portion of the Central Basin includes the Lakewood Formation, which includes the Semi-Perched Aquifer, Bellflower Aquiclude, Artesia/Exposition Aquifer, and Gage Aquifer. Deeper aquifers of the San Pedro Formation include the Hollydale, Lynwood, Silverado, and Sunnyside Aquifers. Beneath the Site the water bearing zones include the Semi-Perched Aquifer, Bellflower Aquiclude, and Gage Aquifer. At Regency Center, the Bellflower Aquiclude has been identified at a depth of approximately 60 ft bgs to 115 ft bgs, while the top of the Gage Aquifer has been identified at depth of approximately 115 ft bgs and continued to the total depth drilled at 150 ft bgs (EEC, 2009).

The Semi-Perched Aquifer consists of sand, silt, and clay. The aquifer has a low yield and groundwater is generally of low quality. The Bellflower Aquiclude consists of lesser permeable sediments which restrict the vertical movement of groundwater to underlying aquifers. The Gage Aquifer is the lowest member of the Lakewood Formation and lies beneath the Bellflower Aquiclude beneath Regency Center. However, the Gage Aquifer is not a significant zone of groundwater production. The majority of groundwater production in the Site vicinity is from wells screened in the Lynwood and deeper aquifers.

The regional groundwater flow direction in the Site vicinity is generally to the southwest (WRD, 2016). The nearest active water production well (City of Long Beach Well No. 937A) is located approximately one-third mile southwest (down-gradient) of the Site. During the most recent offsite investigation, groundwater was encountered during drilling at depths of 54 ft and 56 ft bgs with static depth to groundwater ranging from 51 ft to 55 ft bgs. The recent groundwater flow direction is to the south-southeast with a relatively flat gradient of 0.003 ft/ft. The soil encountered beneath the Site consists mostly of interbedded silty sand and silt.

## **3.0 PROPOSED SCOPE OF WORK**

This section presents the proposed scope of work and technical approach for installing the additional offsite groundwater monitoring wells. The proposed work includes the following primary elements:

- Obtain the required County of Los Angeles, Department of Public Health Drinking Water Program (LACDPH) permits for the well installations.
- Obtain access to offsite properties.
- Drill two offsite borings to a depth of up to approximately 65 ft bgs, collect soil samples every 5 ft bgs for lithological descriptions and install a groundwater monitoring well in each boring. The final well depths and well screen intervals will be determined based on the lithology and depth to groundwater encountered. One well will be located on the business property located at 3950 Paramount Avenue and the other will be located on the Lakewood Golf Course. The locations of the proposed wells are presented on Figure 2.

### **3.1 Pre-Field Activities**

The following pre-field activities will be completed as part of the proposed scope of work.

#### *3.1.1 Health and Safety Plan*

EEC will conduct field work in accordance with the protocols established in EEC's site specific Health and Safety Plan (H&SP). The H&SP addresses the potential health hazards that might be encountered at the worksite and describes the basic safety procedures that EEC personnel and subcontractors will follow during field activities. Each morning, prior to commencing subsurface work, a tailgate meeting will be held to continuously reacquaint field personnel with general safety concerns and task-specific work scheduled for the day. A copy of the H&SP will be available onsite during all field activities.

#### *3.1.2 Access Agreements*

EEC and RPG will attempt to secure access onto offsite properties for the installation of the proposed wells. It is possible that the property owners will be reluctant to allow access for the installation of the wells and therefore the RWQCB may be requested to assist in this process as necessary.

#### *3.1.3 Permits*

EEC will obtain permits for the installation of the offsite well locations from the LACDPH prior to the beginning of the work. Upon receipt of the permits, EEC will notify the LACDPH of the approximate start date of the investigation so an LACDPH inspector can be present to witness the drilling activities.

#### *3.1.4 Site Clearance*

In compliance with California Government Code Sections 4216-4216.9, EEC will notify Underground Services Alert (USA) of our intent to perform subsurface work at least 48 hours prior to commencing field activities. USA is a regional notification center that notifies owners and operators of subsurface utilities (water, gas, electric, sewer, oil lines, etc.) of a contractor's intent to perform subsurface work. EEC will mark well locations with white spray paint so that the proposed locations are visible to USA members, and so that any conflicts with the proposed locations can be identified.

As an additional precaution to avoid encountering subsurface features such as pipelines and utility conduits, a geophysical survey will be performed. The areas around the proposed well locations will be cleared and the approximate underground utility locations will be confirmed relative to the proposed well locations. Several geophysical methods will be employed and include high-sensitivity metal



detection, shallow-focus terrain conductivity, ground-penetrating radar, and electromagnetic utility locating.

### **3.2 Offsite Groundwater Monitoring Wells**

The RWQCB has requested that two offsite groundwater monitoring wells be installed.

#### *3.2.1 Soil Boring*

Prior to drilling, each boring will be cleared by hand auger to a depth of 5 ft bgs. The proposed borings will be drilled with a hollow stem auger (HSA) drill rig using 8- to 10-inch-diameter, continuous-flight, hollow-stem augers. Borings will be advanced to a total depth of approximately 65 ft bgs, where a clay confining layer has been identified. Based on previous investigations and recent groundwater elevation data, groundwater is expected at a depth of approximately 50 ft bgs.

During hollow-stem-auger drilling activities, soil cuttings will be examined for soil type and major lithological changes. Soil will be visually examined by a field geologist and observations logged in accordance with the Unified Soil Classification System (USCS) under the supervision of a California licensed Professional Geologist (PG). In addition, a portion of soil from each 5-foot depth interval will be collected from the cuttings and placed in a resealable plastic bag. The bag was sealed for at least 10 minutes to allow any VOC vapors to volatilize into the headspace of the bag. A photoionization detector (PID) will be used to measure VOC concentrations within the headspace of the bag, and measurements recorded on boring logs. Due to the proximity to the previously drilled borings, sufficient data is available to characterize soils; therefore soil samples will not be collected during drilling operations.

#### *3.2.2 Groundwater Monitoring Well Construction*

Based on previous monitoring wells installed at the Site, EEC anticipates that the proposed offsite wells will be installed to a depth of approximately 65 ft bgs. The wells will be constructed using new, 4 inch-diameter, flush-threaded Schedule 40 polyvinyl chloride (PVC) casings. The well screen will consist of 0.010 inch slot size well casing with a screened interval length of approximately 20 ft to 25 ft. The filter pack material will consist of number No. 2/12 sand placed in each wells annulus from the completion depth to about 3 ft above the top of each well screen. A well seal of hydrated bentonite chips will be added to a minimum of 5 ft above the filter pack. The remainder of the well annulus will be constructed with bentonite grout from the top of the bentonite chip seal to about 1-foot below grade. A traffic-rated well box will be installed with quick-setting cement, which will be dyed to match the existing pavement, if needed. The monitoring well will then be secured with an expandable locking well cap and lock. A well construction detail is provided as Figure 3, *Typical Monitoring Well Construction Diagram*.

#### *3.2.3 Well Survey*

The monitoring wells will be surveyed to the nearest 0.01 ft from mean sea level (msl) at the north side of the top of well casing from a known benchmark. Additional survey information (latitude and longitude) will also be collected pursuant to AB 2886 for the State Water Resources Control Board's (SWRCB) GeoTracker database. The survey will be conducted by a licensed land surveyor or registered civil engineer.

### 3.2.4 Well Development

At a minimum of 72-hours after installation, each well will be developed to remove fine-grained materials from the well screen and filter pack so that natural hydraulic conditions are restored and well yields are enhanced. This is accomplished by surging the well, and removing the water through the use of bailers and pumps. Development will continue until a minimum of five (5) casing volumes of water has been removed and field turbidity measurements from each screened zone are at or below 5 nephelometric turbidity units (NTU) or until a baseline level has been established. Additionally, pH, temperature, and specific conductivity readings of the development water will be monitored until three consecutive readings have stabilized.

### 3.2.5 Groundwater Monitoring and Sampling

Monitoring and sampling of the two newly installed offsite groundwater wells will be conducted a minimum of 72-hours after development, in conjunction with a quarterly groundwater monitoring event. The monitoring event will be coordinated with existing on and off-site wells located at adjacent properties.

Depth to static groundwater below the top of the well casings will be measured to the nearest 0.01 foot with a water level meter or interface probe. The probe will also be lowered to the bottom of the well to verify that excessive silt has not settled in the well. Groundwater elevations will be calculated by subtracting the depth to groundwater from the surveyed well casing elevation. Groundwater flow direction and gradient will be calculated using the groundwater elevations.

The wells will be purged and sampled in accordance with non-dedicated bladder pumps by low-flow (minimal draw-down) sampling techniques (Attachment A, *Low-Flow Groundwater Sampling Protocol*). All sample containers will be immediately sealed, labeled, and placed into a chilled ice chest for transport to a State-certified laboratory for analyses. A Chain-of-Custody record will be completed by the sampler and will accompany the samples to a State-certified laboratory.

The new groundwater monitoring wells will be incorporated into Regency's existing quarterly groundwater monitoring program

## 3.3 Investigation Derived Waste

Soil cuttings and decontamination and well development water generated during the investigation will be placed in properly labeled 55-gallon steel drums rated by the U.S. Department of Transportation (DOT). The drums will be temporarily stored on the Regency Center property to await transport, under proper manifest, to an offsite disposal facility, pending receipt of the laboratory results. EEC will coordinate and manage the handling, profiling, transportation, and disposal of all investigation derived waste.

## 4.0 DATA EVALUATION AND REPORT PREPARATION

After completion of the field activities and laboratory analyses, EEC will evaluate the data and prepare a technical report for submittal to the RWQCB.

The report will summarize the following:

- Introduction and background of the Site
- Site and regional geology and hydrogeology

- Field activities and sampling procedures
- Conclusions and appropriate recommendations for additional groundwater related work.

The report will also contain the following documentation:

- Tables summarizing laboratory data
- Figures showing the site location, site plan, and well locations
- Copies of permits
- Boring logs and well construction diagrams
- Laboratory analytical reports and chain-of-custody forms for waste profiling
- Waste disposal manifests (if available)

All field work and report preparation will be directly supervised by a California PG. As required by the RWQCB, electronic submittal of information (ESI) for soil data, survey data, boring logs, and technical report will be submitted to the RWQCB in electronic deliverable format (EDF) via the GeoTracker online database.

## 5.0 REFERENCES

- American Society for Testing and Materials (ASTM) Standard D2487-11, 2011. *Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)*.
- California Department of Water Resources Bulletin 74-81, December 1981. *Water Well Standards: State of California*.
- California Department of Water Resources Bulletin 74-90, 1991. *California Well Standards*. June
- EEC Environmental (EEC), 2009. *Site Conceptual Model Update, Regency Center, LLC, 2650 E. Carson Street, Lakewood, California*. June 30.
- EEC, 2016. *Second Quarter 2016 Quarterly Groundwater Monitoring Report, Regency Center, LLC, 2650 E. Carson Street, Lakewood, California*. July 30
- EEC, 2017. *Additional Offsite Assessment Work Plan, Regency Center, LLC, 2650 E. Carson Street, Lakewood, California*. February 28.
- EEC, 2018a. *Offsite Assessment Report, Regency Center, LLC, 2650 E. Carson Street, Lakewood, California*. January 15.
- EEC, 2018b. *First Quarter 2018 Quarter Groundwater Monitoring and Remedial Progress Report, Regency Center, LLC, 2650 E. Carson Street, Lakewood, California*. April 15.
- Regional Water Quality Control Board (RWQCB), 2015. *Requirement for Subsurface Investigation Pursuant to California Water Code Section 13267 Order, Regency Center (Lakewood Kohls), 2650 E. Carson Street, Lakewood, California (Site ID No. 2040303; File SCP No. 1214)*. September 28.
- RWQCB, 2016. *Review of Work Plans for Subsurface Investigation Pursuant to California Water Code Section 13267 Order, Regency Center (Lakewood Kohls), 2650 E. Carson Street, Lakewood, California (Site ID No. 2040303; File SCP No. 1214)*. May 31.
- United States Environmental Protection Agency (USEPA) updated 2014. *SW-846 Compendium for Hazardous Waste Test Methods*.
- United States Geological Survey (U.S.G.S.), 2015. *7.5-Minute Long Beach Topographic Quadrangle Map*.
- Water Replenishment District (WRD), 2016. *Water Replenishment District of Southern California, Engineering and Survey Report*. Updated May 9.

## **FIGURES**



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**Legend**  
 Site Location

**SITE LOCATION MAP**  
 Regency Center, LLC  
 2650 East Carson Street  
 Lakewood, CA

Date: September 8, 2017

Author: AK      PM      VL

Map Source: U.S.G.S. 7.5-Minute Long Beach Topographic Quadrangle Map 2015



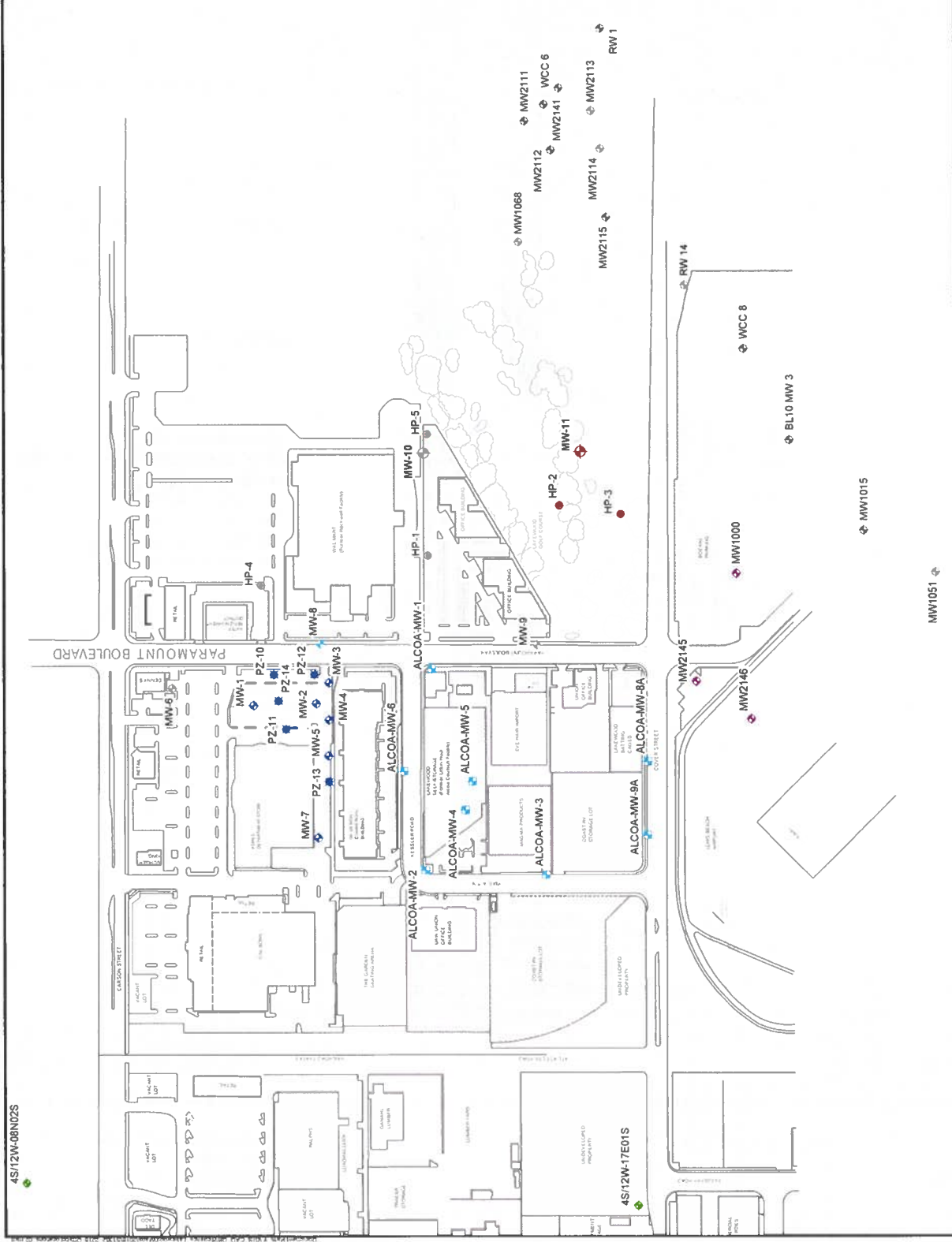
PERG	Project Number	Figure
	S-1362.12	
VL	File Number	<b>1</b>
	S1362-GWM-3Q17_01	

**LEGEND**

- MW-4 Regency Groundwater Monitoring Well
- MW-8 Newly Installed Regency Offsite Groundwater Monitoring Well
- PZ-14 Piezometer Location Part of WDR Post-Injection Monitoring
- HP-1 Hydropunch Location
- ALCOA-MW-1 Approximate Location of ALCOA Groundwater Monitoring Well
- Boeing C-1 Facility Monitoring Well, Sampled October 2017
- Boeing C-1 Facility Monitoring Well
- Production Well
- Proposed Offsite Well

**NOTES**

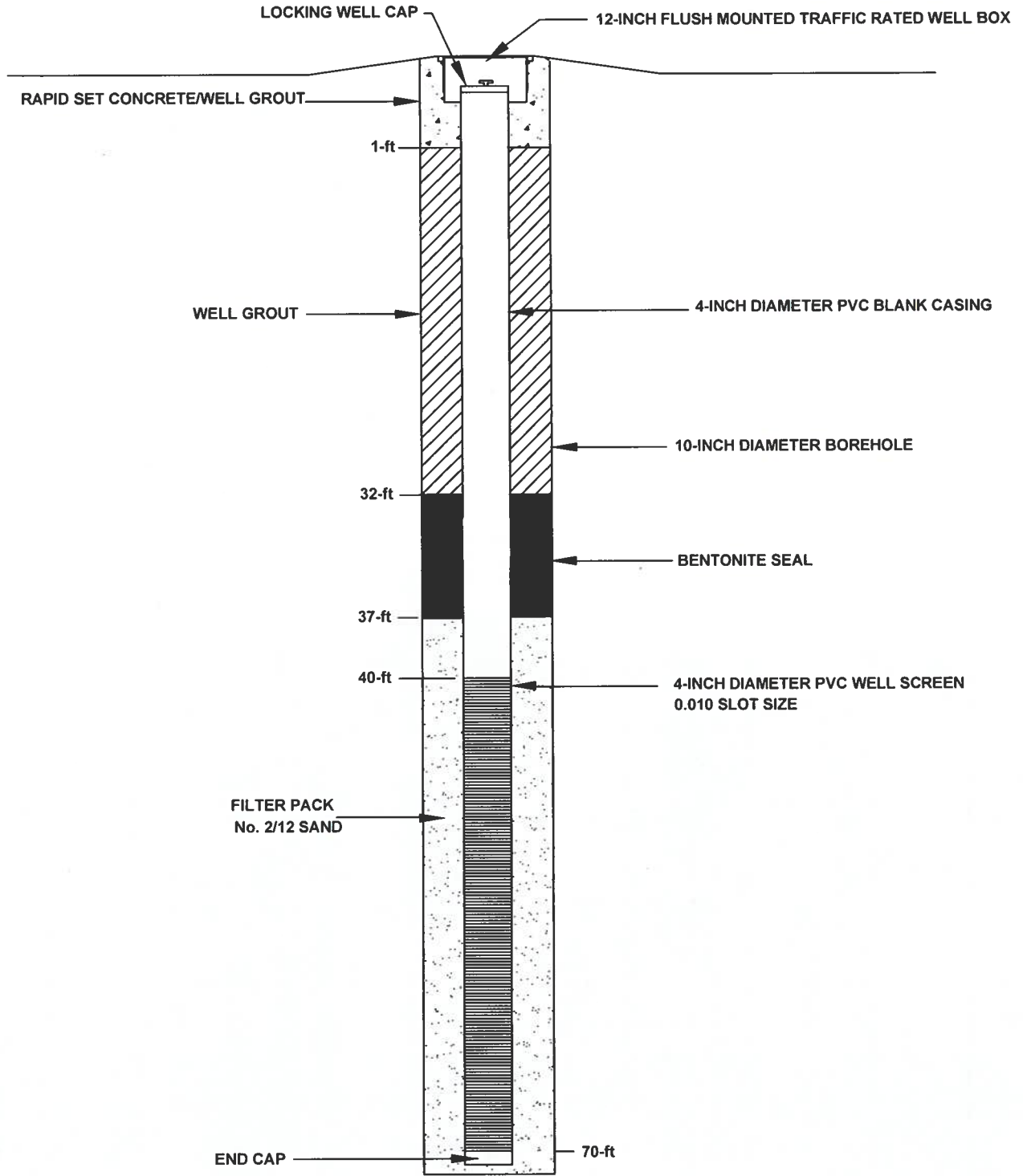
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Project  
Regency Center, LLC  
2650 East Carson Street  
Lakewood, California

**PROPOSED OFFSITE WELL LOCATIONS**

Project Number	S-1362	File Number	S1362_2018_OffsiteLocations_02
Date	April 27, 2018	Figure	2
RE/PC	VL	Drafter	AK



Notes:  
 1) Not To Scale  
 2) Well construction depths approximate.

**TYPICAL MONITORING WELL CONSTRUCTION**

Regency Center LLC.  
 2650 East Carson  
 Lakewood, California

Date	Drafter
April 27, 2018	AK

PE/PG	Project Number	Figure
VL	S-1362	<b>3</b>
Project Manager	File	
VL	S1362-2015_WP-03	



**ATTACHMENT 1**  
**SEPTEMBER 2015 RWQCB LETTER**



EDMUND G. BROWN JR.  
GOVERNOR

MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

## Los Angeles Regional Water Quality Control Board

September 28, 2015

Mr. John Manavian  
Robertson Properties Group  
120 North Robertson  
Los Angeles, California 90048

Certified Mail  
Return Receipt Requested  
Claim No. 7014 2120 0004 7561 9409

**SUBJECT: REQUIREMENT FOR SUBSURFACE INVESTIGATION WORK PLAN  
PURSUANT TO CALIFORNIA WATER CODE SECTION 13267 ORDER**

**SITE: REGENCY CENTER (LAKEWOOD KOHLS), 2650 EAST CARSON  
STREET, LAKEWOOD, CALIFORNIA (SITE ID NO. 2040303; FILE SCP  
NO. 1214)**

Dear Mr. Manavian:

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) is the public agency with primary responsibility for the protection of groundwater and surface water quality for all beneficial uses within major portions of Los Angeles and Ventura counties, including the above referenced site (Site).

Regional Board staff reviewed the "Second Quarter 2015 Quarterly Groundwater Monitoring Report" (Report), dated July 15, 2015, prepared by EEC Environmental (EEC) on behalf of Robertson Properties Group. The Report was reviewed in conjunction with the "Remedial Action Plan for Groundwater" (RAP) dated June 1, 2015. The purpose of this letter is to address groundwater plume delineation as required in the Regional Board's California Water Code section 13267 Order dated July 15, 2008. Regional Board staff will respond to the review of the RAP in a separate letter.

### BACKGROUND

The Site is an approximately 11.6-acre property. Prior to 1959, the present day Regency Center was used for agricultural and/or ranching purposes. In 1959, a Cal Union grocery store was constructed at the western portion of the property and in 1961, a strip mall was constructed on the southern boundary. The former Cal Cleaners was located in the eastern end of the strip mall and used tetrachloroethylene (PCE) in dry cleaning operations between approximately 1961 and 1990. The strip mall and the Cal Union building were demolished in late 1989 and early 1990s to make room for the Regency theater. The movie theater was demolished between 2000 and 2001 and replaced with the current Kohl's Department Store, which was constructed in 2002.

CHARLES STINGER, CHAIR | SAMUEL UNGER, EXECUTIVE OFFICER

320 West 4th St., Suite 200, Los Angeles, CA 90013 | [www.waterboards.ca.gov/losangeles](http://www.waterboards.ca.gov/losangeles)

Subsurface investigation results indicate that volatile organic compounds (VOCs), predominantly PCE with much lower concentrations of PCE byproducts and hydrocarbon compounds have been detected in soil vapor, soil, and groundwater beneath the Site and its vicinity. The subsurface soil is currently being treated by the soil vapor extraction (SVE) system which has been in operation since 2008. This remediation treatment includes 22 triple-nested SVE wells (66 wells total) and has removed more than 7,565 pounds of PCE from February 2008 through June 2015.

Seven groundwater monitoring wells were installed between April 2006 and November 2008. The maximum PCE concentration detected in groundwater was 110,000 micrograms per liter ( $\mu\text{g/L}$ ) in August 2011 and again in August 2013. The highest soil and groundwater PCE concentrations were detected in soil borings closest to the former Cal Cleaners. In June and July of 2011, an in-situ chemical oxidation (ISCO) pilot study was conducted to evaluate the effectiveness of sodium persulfate as a remedial option in reducing PCE concentrations in the groundwater at the Site. The results of this pilot test were insufficient to conclude that the applied method would be viable to achieve long-term reduction of PCE. A supplemental ISCO injection pilot study was conducted between June and July 2014 using potassium permanganate as the chemical oxidant. The results of the supplemental ISCO injection pilot study support the conclusion that ISCO with potassium permanganate is an effective remedial approach in reducing PCE concentrations in groundwater. ISCO with potassium permanganate is proposed as the onsite groundwater remediation strategy.

## **FINDINGS**

The extent of the groundwater contamination is not delineated offsite to the south and southeast of the Site based on the investigative and groundwater monitoring reports provided to date. The semi-perched aquifer between 46 to 60 feet below ground surface (bgs) is impacted with PCE up to 110,000  $\mu\text{g/L}$  (detected in well MW-2) in August 2013. This PCE plume is centered near the former Cal Cleaners located at the eastern end of the Site (in what is now the Kohl's department store parking lot). Data from the most recent monitoring event shows the core of the PCE plume has been reduced in the vicinity of well MW-2 to below the Maximum Containment Level for PCE as a result of the potassium permanganate ISCO injection pilot test activities conducted in 2014 (see enclosed Figure 4). However, the PCE in the groundwater has migrated offsite and the location of the leading edge of the PCE plume from the Site is unknown. The PCE plume extends south past the Former Deutsch Fasteners (Deutsch) property located at 3969 Paramount Boulevard. We understand there is another VOC plume (primarily PCE and 1,1-dichloroethylene) located downgradient at the Deutsch property which the Regional Board has directed the responsible party, Alcoa Inc. to complete delineation of the VOC plume offsite.

In addition, the Bellflower Aquiclude is located below the semi-perched aquifer and consists of sediments of lesser permeability restricting vertical movement of the groundwater. Soil borings located more than 300 feet away from the former Cal Cleaners indicate that a clay layer exists at approximately 53 feet bgs. At the soil boring HP-4, located approximately 250 feet southeast of the Site on Kessler Road, downgradient of the source area, and near the Deutsch property well MW-1, the PCE concentration of a grab groundwater sample at 63 feet bgs in the 2-foot thick clay layer is 1,600  $\mu\text{g/L}$ . The PCE concentration of the grab groundwater sample collected at 78 feet bgs is 20  $\mu\text{g/L}$  and at 95 feet bgs is 3  $\mu\text{g/L}$  at this soil boring. At the source area, by MW-2, the deepest

boring sampled was 70 feet bgs; therefore, the vertical extent of the plume closer to the source area has not been determined onsite.

### COMMENTS AND REQUIRMENTS

Based upon the information in the Site file, the groundwater monitoring reports, and RAP, you are required to:


1. Delineate the leading edge of the lateral extent of PCE plume offsite, downgradient from the Site. Develop a work plan that includes at least three groundwater monitoring wells offsite to evaluate the southern and southeastern extent of the VOC groundwater plume and locate the leading edge of the plume.
2. Delineate and assess the vertical extent of the PCE plume onsite.

This work plan is due on **November 9, 2015**.

The above due date for submittal of the technical report constitutes an amendment to the existing requirements of the CWC section 13267 Order originally dated July 15, 2008. All other aspects of the Order originally dated July 15, 2008, and amendments thereto, remain in full force and effect. The required technical reports are necessary to investigate the characteristics of and extent of the discharges of waste at the Site and to evaluate cleanup alternatives. Therefore, the burden, including costs of the reports, bears a reasonable relationship to the need for the reports and benefits to be obtained. Pursuant to section 13268 of the CWC, failure to submit the required technical reports by the specified due date may result in civil liability administratively imposed by the Regional Board in an amount up to one thousand dollars (\$1,000) for each day each technical report is not received.

If you have any questions, please contact Jillian Ly at (213) 576-6664 or [jillian.ly@waterboards.ca.gov](mailto:jillian.ly@waterboards.ca.gov).

Sincerely,

*for*   
Samuel Unger, P.E.  
Executive Officer

Enclosure: Figure 4

Cc: Mr. Brad Dreyfus, Robertson Properties Group  
Ms. Malissa H. McKeith, Lewis Brisbois, Bisgaard & Smith, LLP  
Mr. Ronald M. Morosky, Alcoa  
Mr. R. James Groh, Lakewood Self Storage, LLC  
Mr. Mark Zeko, EEC Environmental

**LEGEND**

- WM-1 Approximate Location of Regency Groundwater Monitoring Well
- PZ-1 Approximate Location of Piezometer
- ALCOA Approximate Location of ALCOA Groundwater Monitoring Well
- MM-1 Approximate Location of ALCOA Groundwater Monitoring Well
- Line of Equal Concentration in µg/L (Dashed Where Intersected)
- mmmm Decreasing PCE Concentration
- PCE Contaminant Concentration Plume
  - ≥ 10,000 µg/L
  - 1,000 - 10,000 µg/L
  - 100 - 1,000 µg/L
  - 5 - 100 µg/L
  - < 5 µg/L

**NOTES**

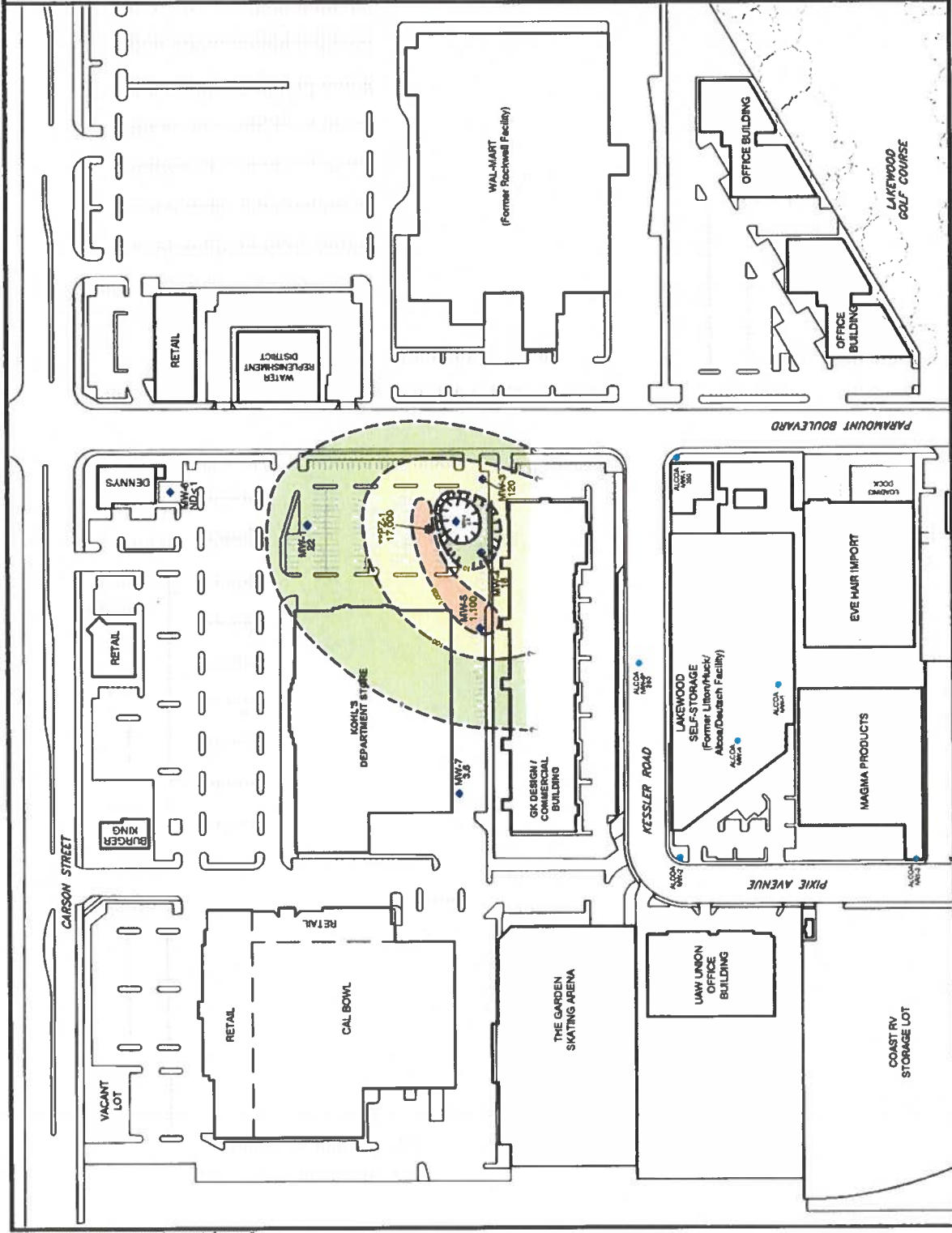
- NO Not Detected
  - PCE Tetrachloroethane
  - µg/L Micrograms per Liter (parts per billion)
  - \* - Split sample result reported by EEC
  - \*\* - Piezometer Concentration reported in VDR
- Data shown for Alcoa wells MM-1 and MM-6 were collected independently from EEC's sampling event.
- Wells sampled on May 12, 2015



Project:  
 Regency Center, LLC  
 2650 East Carson Street  
 Lakewood, California

**PCE ISOCONCENTRATION MAP,  
 SECOND QUARTER 2015**

Project Number	File Number
S-1362.14T	S 1362-2015-GWM-04
Date	Figure
July 10, 2015	4
Prep'd	Drawn
AL AL	AN





**Tolling Agreement  
Between Regency Center, LLC and  
County of Los Angeles**

This Tolling Agreement ("Agreement") is entered into between Regency center, LLC, a Delaware limited liability company, on behalf of itself and for the benefit of each of its members (collectively, "Regency") and the County of Los Angeles, a body corporate and politic, and its agencies and representatives acting in their official capacities (collectively, "County"). Together Regency and the County are referred to as "the Parties" and each singularly as a "Party" in this Agreement.

WHEREAS the County is the owner of certain real property located at 3101 East Carson Street, Lakewood California (the "County Property").

WHEREAS Regency is the owner of certain real property located at 2650 East Carson Street, Lakewood California (the "Regency Property").

WHEREAS Regency has been investigating a release of hazardous materials affecting the Regency Property (the "Release") under the direction of the Los Angeles Regional Water Quality Control Board ("RWQCB").

WHEREAS Regency now desires to enter onto the County Property in connection with its investigation and remediation of the Release as required by RWQCB.

WHEREAS the County contends that it may have actual or potential present or future claims against Regency related to and/or arising out of the Release and/or investigation and/or remediation activities Regency may conduct at the County Property ("Claims").

WHEREAS, the County and Regency previously entered into that certain Tolling Agreement having an Effective Date of July 18, 2019, which Tolling Agreement expires on July 18, 2024.

WHEREAS Regency and the County agree that it is desirable to postpone any civil litigation with respect to the Claims to allow time for Regency to investigate, remediate, and/or monitor the Release, seek and if possible obtain confirmation of Regency's satisfaction of RWQCB requirements in relation to the Release, and discuss potential resolution of the Claims, all without altering any claim or defense available to either Party.

NOW, THEREFORE, Regency and the County hereby agree and stipulate as follows:

1. Each Party agrees that, beginning on the Effective Date (as hereinafter defined) and ending on the Termination Date (as hereinafter defined) (the "Tolling Period"), each and every statute of limitations, statute of repose, period of laches, and/or time limitation or deadline, however defined or denominated, whether statutory, contractual, equitable, legal, or otherwise (collectively "Limitations"), shall be tolled and suspended with respect to the Claims.

2. The Limitations shall be tolled and suspended regardless of which forum the Claims might be brought and regardless of what law may apply to this Agreement or resolution of

the Claims. Neither Party may include, assert or rely upon any time within the Tolling Period in computing the running of any of the Limitations with respect to the Claims.

3. When fully executed by all of the Parties hereto, this Agreement shall be deemed effective (the "Effective Date") and shall continue to be in effect until the Termination Date (as hereinafter defined).

4. This Agreement is to remain in effect for approximately five (5) years, until **July 18, 2029**, unless terminated by either Party by service, via certified mail, return receipt requested, of a notice of intent to terminate the Agreement on the other Party, in which case this Agreement shall terminate thirty (30) calendar days after the date such notice was postmarked (the "Termination Date").

4. This Agreement shall not in any way limit or affect any defense based on Limitations to the extent such defense could have been asserted on or before the Effective Date or to the extent such defense includes any time period before or after the Tolling Period. The Effective Date and Termination Date of this Agreement shall be within the Tolling Period and excluded from any calculation related to Limitations.

5. Any notice desired or required to be given pursuant to this Agreement or any law applicable thereto may be placed in a sealed envelope, sent certified mail, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service.

The address to be used for any notice served by certified mail upon Regency shall be:

Regency Center, LLC  
Attention: Legal Department  
120 North Regency Boulevard, Third Floor  
Los Angeles, CA 90048

With carbon copy to:

PAJAMALAW  
  
Attention: Sabrina Burton, Attorney  
12817 North Seaglass Circle  
Playa Vista, CA 90094

Notice served by mail upon County shall be addressed to:

County of Los Angeles  
Department of Parks and Recreation  
Attention: Sean Woods, Chief of Planning  
1000 South Fremont Avenue, Unit #40  
Alhambra, CA 91803



With carbon copy to:

Sonia L. Chan, Senior Deputy County Counsel  
Office of the County Counsel  
500 West Temple Street, 6th Floor  
Los Angeles, CA 90012

Either Party may specify another place for receiving notice by designating such other place in writing delivered as provided above. Service by mail shall be deemed complete upon deposit in accordance with the above-mentioned manner.

6. Except as may be necessary to enforce this Agreement, the execution of this Agreement in no way operates as an admission of any kind including, but not limited to, an admission that any Party has or will have a claim against any other Party, or an admission of responsibility or fault, or a proportionate share thereof, on the part of any Party, an admission of any fact, and/or an admission that any applicable Limitations has expired or would expire without this Agreement.

7. Except as otherwise provided herein, this Agreement shall in no way limit any Party from asserting any claim or defense against any other Party hereto in the event that the Claim has been or is filed between any of the Parties hereto. The County and Regency expressly reserve any and all rights, claims, causes of action, or defenses related to the Claims, other than as set forth herein.

8. This Agreement is intended to benefit, and to apply to claims or potential claims which may be asserted by or against, only the Parties and each of their members, officers, and agencies. No person or entity other than the Parties and each of their members, officers, and agencies shall have the right, standing, or authority of the Parties hereto to invoke its terms, benefits, or obligations without the express written consent of all Parties to this Agreement.

9. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and as to that subject matter, this Agreement supersedes all negotiations, prior discussions, preliminary agreements, and other understandings between the Parties, express or implied. However, this Agreement does not contain the entire agreement between the Parties on all matters, and the Parties specifically intend this Agreement to be read in conjunction with, and consistent with the License Agreement for Groundwater Monitoring Well Construction and Monitoring at Lakewood Golf Course (Agreement No. 001085) executed concurrently herewith.

10. This Agreement may be modified only by the mutual written agreement of the Parties.

11. Nothing herein shall be construed to prohibit either Party from taking legal action, at any time, against any person or entity not a party to this Agreement.

12. This Agreement was jointly negotiated and drafted by the Parties hereto and neither the Agreement nor any provision of this Agreement shall be interpreted for or against any Party on the basis that such Party or its attorney drafted the Agreement or provisions.

13. Each of the Parties hereto expressly warrants and represents to the other that each of them understands and agrees to the terms contained herein, and each has relied upon its own judgment, belief, knowledge, understanding, and expertise. The Parties further acknowledge that they have had adequate opportunity to make reasonable investigation and inquiry into the subject matter of this Agreement prior to the execution hereof.

14. This Agreement shall, in all respects, be interpreted, enforced, and governed by and under the laws of the State of California.

15. This Agreement may be executed in counterparts, each of which when put together shall be deemed an original, and e-mailed or faxed signatures shall be deemed sufficient as originals.

16. The persons signing below on behalf of each Party hereby represent to have the authority to bind that respective Party and to enter into this Agreement.

[continued next page]

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement on the date appearing next to each Party's signature.

DATED: \_\_\_\_\_, 2024

THE COUNTY OF LOS ANGELES:

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

NORMA E, GARCÍA-GONZÁLEZ  
Director, Department of Parks and Recreation

DATED: \_\_\_\_\_, 2024

REGENCY CENTER, LLC, a Delaware limited liability company

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

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

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

APPROVED AS TO FORM:

THE COUNTY OF LOS ANGELES

DAWYN R. HARRISON  
County Counsel

DATED: \_\_\_\_\_, 2024

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

Sonia L. Chan  
Senior Deputy County Counsel

APPROVED AS TO FORM:

DATED: \_\_\_\_\_, 2024

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

Sabrina Burton  
Attorney for Regency Center, LLC

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024	
<b>BOARD MEETING DATE</b>	10/22/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Public Works is seeking Board approval of the final map for Tract 61105-38A in the County unincorporated community of Stevenson Ranch and acceptance of grants and dedications as indicated on the final map.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Failure to complete this recordation in a timely manner will subject the developer/owner of the property to additional cost and expense.	
<b>COST &amp; FUNDING</b>	Total cost: \$0.00	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	The purpose of the recommended actions is to approve the final map for Tract 61105-38A. The proposed final map consists of 67.11 gross acres and will create 179 single-family residential lots, 34 open space lots, 1 water quality basin lot, and 1 private park lot.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Regional Planning Director approved a substantial conformance review for this subdivision on March 28, 2019. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.</p> <p>Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.</p> <p>The grants and dedications, as indicated on the final map, are necessary for the construction and maintenance of public infrastructure required by the County for this development.</p>	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This Board agenda item supports Board Priority No. 7, Sustainability, by developing housing opportunities for residents within the County and generating additional property tax revenue thereby creating more economically and resilient communities.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Arthur Vander Vis, Assistant Director, (626) 458-4015, cell phone (626) 485-1864, <a href="mailto:avander@pw.lacounty.gov">avander@pw.lacounty.gov</a> .



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

October 22, 2024

IN REPLY PLEASE  
REFER TO FILE:

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

DRAFT

Dear Supervisors:

**MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT 61105-38A AND  
ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION  
THEREWITH IN UNINCORPORATED STEVENSON RANCH  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the final map for Tract 61105-38A in the County unincorporated community of Stevenson Ranch and acceptance of grants and dedications as indicated on the final map.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the approval of the final map for Tract 61105-38A is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Make findings as follows:
  - a. That the proposed subdivision complies with the applicable requirements and conditions imposed pursuant to the State Subdivision Map Act (Government Code, Section 66410, et seq.) and the County of Los Angeles Subdivision Ordinance (Los Angeles County Code, Title 21) and is in substantial conformance with the Vesting Tentative Tract Map 61105, previously approved by the Regional Planning Director on March 28, 2019.

DRAFT

- b. That division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not unreasonably interfere with the free and complete exercise of any rights of way or easements owned by any public entity and/or public utility in accordance with Government Code, Section 66436, subsections (a)(3)(A)(i), of the State Subdivision Map Act.
3. Approve the final map for Tract 61105-38A.
4. Accept grants and dedications as indicated on the final map for Tract 61105-38A.

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

The purpose of the recommended actions is to approve the final map for Tract 61105-38A (enclosed). The proposed final map consists of 67.11 gross acres and will create 179 single-family residential lots, 34 open space lots, 1 water quality basin lot, and 1 private park lot. The 179 single-family residential lots will benefit the public by allowing for the construction of additional housing to help address the County's housing demands.

The Regional Planning Director approved a substantial conformance review for this subdivision on March 28, 2019. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.

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

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

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

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal C, Housing and Homelessness, Strategy i, Affordable Housing, by allowing the County to record the final map to develop housing opportunities within the County and provide additional property tax revenue for Los Angeles County.

DRAFT

### **FISCAL IMPACT/FINANCING**

There will be no adverse impact to the County General Fund. The 179 single-family residential lots created by the recordation of this final map will generate additional property tax revenue that is shared by all taxing entities.

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

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

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

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

### **ENVIRONMENTAL DOCUMENTATION**

On May 19, 2011, the Board approved and certified the Final Environmental Impact Report for Vesting Tentative Tract Map 61105, which was completed in compliance with the California Environmental Quality Act (CEQA) guidelines. The Board certified the 2017 Final Recirculated Analysis on July 18, 2017, and the Regional Planning Director approved an addendum to the Final Environmental Impact Report on March 28, 2019, and found no substantial evidence that the project will have a significant effect on the environment.

The recommended actions are not subject to CEQA because the approval of a final subdivision map is ministerial pursuant to Section 15268, subsections (b)(3), of the CEQA Guidelines and Section 21080, subsections (b)(1), of the California Public Resources Code.



DRAFT

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

There will be no negative impact on current County services or projects as a result of approving the final map for Tract 61105-38A.

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

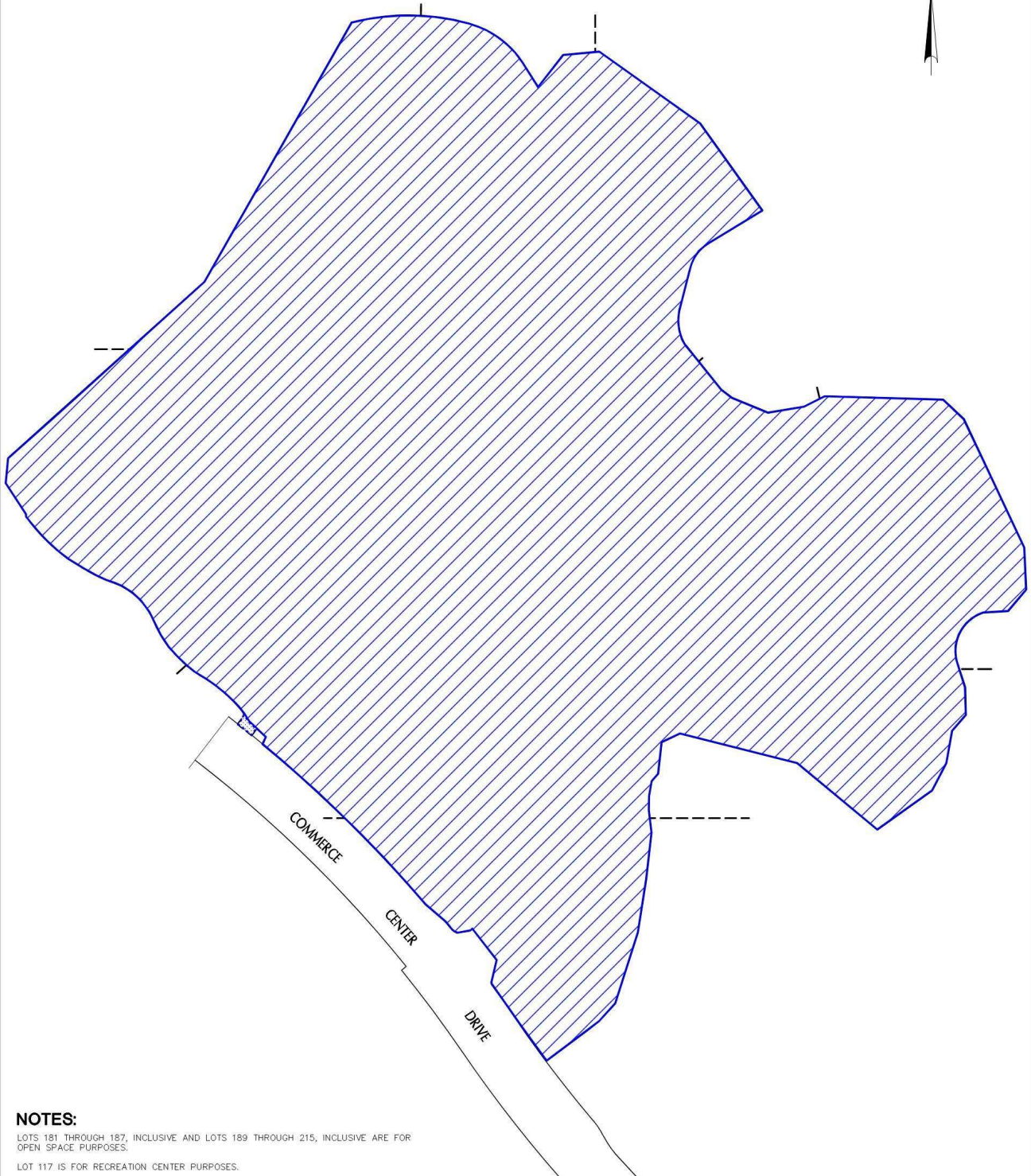
MP:AVV:tb

Enclosure

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

AMENDING MAP OF VESTING  
**TRACT NO. 61105-38A**  
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA

INDEX MAP



**NOTES:**

LOTS 181 THROUGH 187, INCLUSIVE AND LOTS 189 THROUGH 215, INCLUSIVE ARE FOR OPEN SPACE PURPOSES.

LOT 117 IS FOR RECREATION CENTER PURPOSES.

LOT 188 IS FOR WATER QUALITY PURPOSES.

LOT 216 IS FOR PARK PURPOSES.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024	
<b>BOARD MEETING DATE</b>	10/22/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Public Works is seeking Board approval of the final map for Tract 73310 in the County unincorporated community of La Crescenta-Montrose.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Failure to complete this recordation in a timely manner will subject the developer/owner of the property to additional cost and expense.	
<b>COST &amp; FUNDING</b>	Total cost: \$0.00	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	The purpose of the recommended actions is to approve the final map for Tract 73310. The proposed final map consists of 1.85 gross acres and will create 47 mixed-use condominium units on 2 lots. One lot will include 18 residential condominium units and 1 commercial condominium unit with 9,500 square feet of commercial space in one mixed-use building, and one lot will include 28 attached residential condominium units in 6 detached buildings. Two of the units will be for affordable housing units.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Regional Planning Commission approved a Vesting Tentative Tract Map for this subdivision on June 19, 2019. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.</p> <p>Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.</p>	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This Board agenda item supports Board Priority No. 7, Sustainability, by developing housing opportunities for residents within the County and generating additional property tax revenue thereby creating more economically and resilient communities.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Arthur Vander Vis, Assistant Director, (626) 458-4015, cell phone (626) 485-1864, <a href="mailto:avander@pw.lacounty.gov">avander@pw.lacounty.gov</a> .



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

October 22, 2024

IN REPLY PLEASE  
REFER TO FILE:

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

DRAFT

Dear Supervisors:

**MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT 73310  
IN UNINCORPORATED LA CRESCENTA-MONTROSE  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the final map for Tract 73310 in the County unincorporated community of La Crescenta-Montrose.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the approval of the final map for Tract 73310 is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Make findings as follows:
  - a. That the proposed subdivision complies with the applicable requirements and conditions imposed pursuant to the State Subdivision Map Act (Government Code, Section 66410, et seq.) and the County of Los Angeles Subdivision Ordinance (Los Angeles County Code, Title 21) and is in substantial conformance with the Vesting Tentative Tract Map 73310, previously approved by the Regional Planning Commission on June 19, 2019.

- b. That division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not unreasonably interfere with the free and complete exercise of any rights of way or easements owned by any public entity and/or public utility in accordance with Government Code, Section 66436, subsections (a)(3)(A)(i), of the State Subdivision Map Act.
3. Approve the final map for Tract 73310.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to approve the final map for Tract 73310 (enclosed). The proposed final map consists of 1.85 gross acres and will create 47 mixed-use condominium units on 2 lots. One lot will include 18 residential condominium units and 1 commercial condominium unit with 9,500 square feet of commercial space in one mixed-use building, and one lot will include 28 attached residential condominium units in six detached buildings. Two of the units will be for affordable housing units. The 47 condominium units will benefit the public by allowing for the construction of additional housing to help address the County's housing demands.

The Regional Planning Commission approved a Vesting Tentative Tract Map for this subdivision on June 19, 2019. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.

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

**Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal C, Housing and Homelessness, Strategy i, Affordable Housing, by allowing the County to record the final map to develop housing opportunities within the County and provide additional property tax revenue for Los Angeles County.

### **FISCAL IMPACT/FINANCING**

There will be no adverse impact to the County General Fund. The 47 condominium units created by the recordation of this final map will generate additional property tax revenue that is shared by all taxing entities.

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

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

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

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

### **ENVIRONMENTAL DOCUMENTATION**

On June 19, 2019, the Regional Planning Commission certified the Mitigated Negative Declaration for Vesting Tentative Tract Map 73310, which was completed in compliance with the California Environmental Quality Act (CEQA) guidelines, and found no substantial evidence that the project will have a significant effect on the environment.

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

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

There will be no negative impact on current County services or projects as a result of approving the final map for Tract 73310.

The Honorable Board of Supervisors  
October 22, 2024  
Page 4

DRAFT

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:CB:la

Enclosure

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

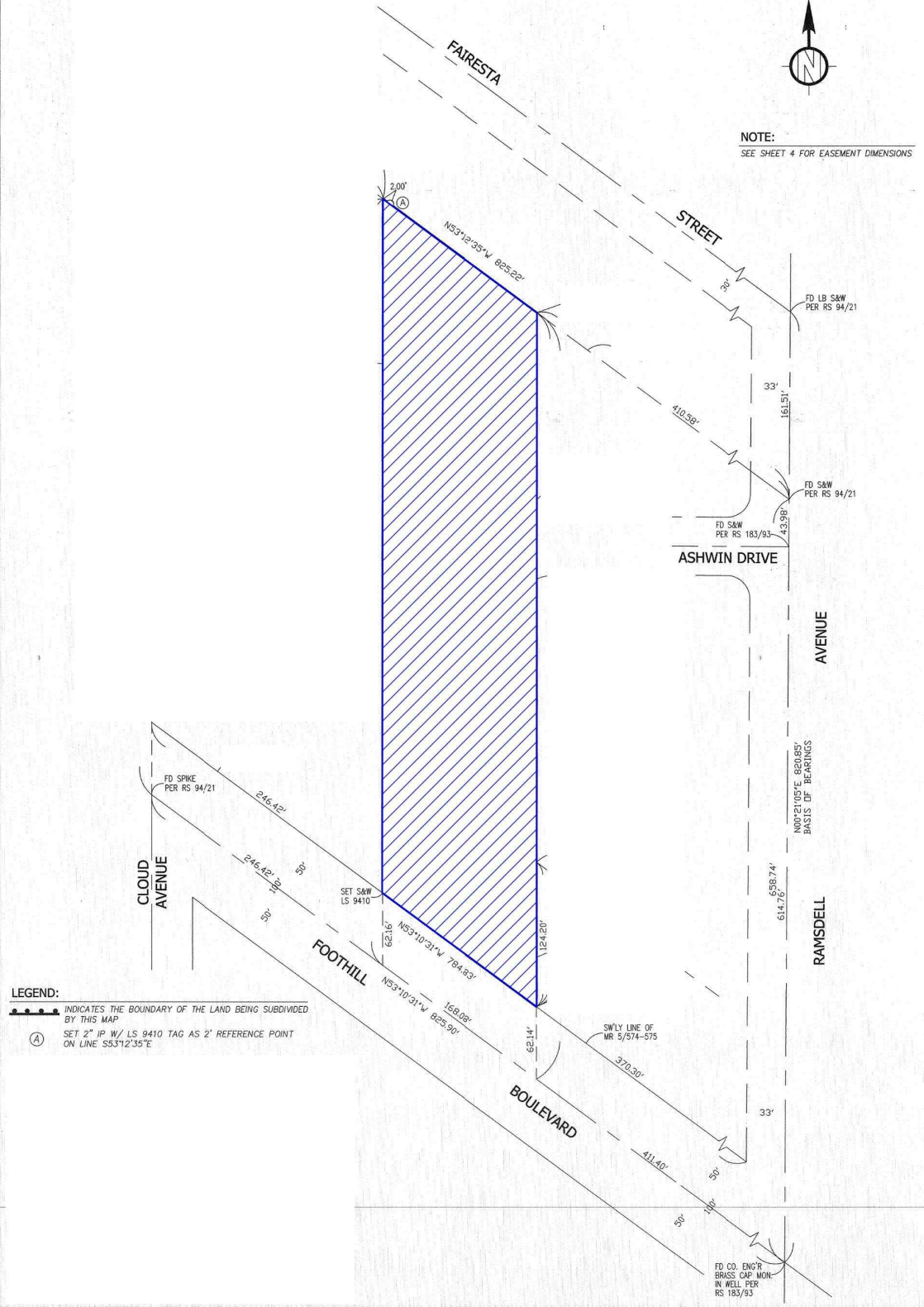


# TRACT NO. 73310

IN THE UNINCORPORATED TERRITORY OF THE COUNTY LOS ANGELES, STATE OF CALIFORNIA  
FOR CONDOMINIUM PURPOSES



**NOTE:**  
SEE SHEET 4 FOR EASEMENT DIMENSIONS



**LEGEND:**  
 - - - - - INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP  
 (A) SET 2" IP W/ LS 9410 TAG AS 2' REFERENCE POINT ON LINE S53°12'35" E

FD CO. ENGR BRASS CAP MON IN WELL PER RS 183/93

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024	
<b>BOARD MEETING DATE</b>	10/22/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Public Works is seeking Board approval of the final map for Tract 83666 in the County unincorporated community of West Whittier-Los Nietos and acceptance of grants and dedications as indicated on the final map.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Failure to complete this recordation in a timely manner will subject the developer/owner of the property to additional cost and expense.	
<b>COST &amp; FUNDING</b>	Total cost: \$0.00	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	The purpose of the recommended actions is to approve the final map for Tract 83666. The proposed final map consists of 1.42 gross acres and will create 14 single-family residential lots with 2 of those units for affordable housing.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Regional Planning Commission approved a Vesting Tentative Tract Map for this subdivision on September 13, 2023. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.</p> <p>Pursuant to the State Subdivision Map Act, a local agency must approve a final map if the subdivider has complied with all applicable requirements of State and local law and the legislative body finds that the final map is in substantial conformance with the approved tentative map.</p> <p>The grants and dedications, as indicated on the final map, are necessary for the construction and maintenance of public infrastructure required by the County for this development.</p>	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This Board agenda item supports Board Priority No. 7, Sustainability, by developing housing opportunities for residents within the County and generating additional property tax revenue thereby creating more economically and resilient communities.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Arthur Vander Vis, Assistant Director, (626) 458-4015, cell phone (626) 485-1864, <a href="mailto:avander@pw.lacounty.gov">avander@pw.lacounty.gov</a> .



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

October 22, 2024

IN REPLY PLEASE  
REFER TO FILE:

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

DRAFT

Dear Supervisors:

**MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVAL OF THE FINAL MAP FOR TRACT 83666 AND  
ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION  
THEREWITH IN UNINCORPORATED WEST WHITTIER-LOS NIETOS  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the final map for Tract 83666 in the County unincorporated community of West Whittier-Los Nietos and acceptance of grants and dedications as indicated on the final map.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the approval of the final map for Tract 83666 is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Make findings as follows:
  - a. That the proposed subdivision complies with the applicable requirements and conditions imposed pursuant to the State Subdivision Map Act (Government Code, Section 66410, et seq.) and the County of Los Angeles Subdivision Ordinance (Los Angeles County Code, Title 21) and is in substantial conformance with the Vesting Tentative Tract Map 83666, previously approved by the Regional Planning Commission on September 13, 2023.

DRAFT

- b. That division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not unreasonably interfere with the free and complete exercise of any rights of way or easements owned by any public entity and/or public utility in accordance with Government Code, Section 66436, subsections (a)(3)(A)(i), of the State Subdivision Map Act.
3. Approve the final map for Tract 83666.
4. Accept grants and dedications as indicated on the final map for Tract 83666.

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

The purpose of the recommended actions is to approve the final map for Tract 83666 (enclosed). The proposed final map consists of 1.42 gross acres and will create 14 single-family residential lots with 2 of those units for affordable housing. The 14 single-family residential lots will benefit the public by allowing for the construction of additional housing to help address the County's housing demands.

The Regional Planning Commission approved a Vesting Tentative Tract Map for this subdivision on September 13, 2023. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative map.

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

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

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

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal C, Housing and Homelessness, Strategy i, Affordable Housing, by allowing the County to record the final map to develop housing opportunities within the County and provide additional property tax revenue for Los Angeles County.

### **FISCAL IMPACT/FINANCING**

There will be no adverse impact to the County General Fund. The 14 single-family residential lots created by the recordation of this final map will generate additional property tax revenue that is shared by all taxing entities.

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

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

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

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

### **ENVIRONMENTAL DOCUMENTATION**

On September 13, 2023, the Regional Planning Commission approved Vesting Tentative Tract Map 83666, finding that the project is exempt from the California Environmental Quality Act (CEQA) guidelines, pursuant to Section 15183 of the CEQA guidelines.

The recommended actions are not subject to CEQA because the approval of a final subdivision map is ministerial pursuant to Section 15268, subdivisions (b)(3), of the CEQA guidelines and Section 21080, subdivisions (b)(1), of the California Public Resources Code.

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

There will be no negative impact on current County services or projects as a result of approving the final map for Tract 83666.

DRAFT

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:AVV:tb

Enclosure

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

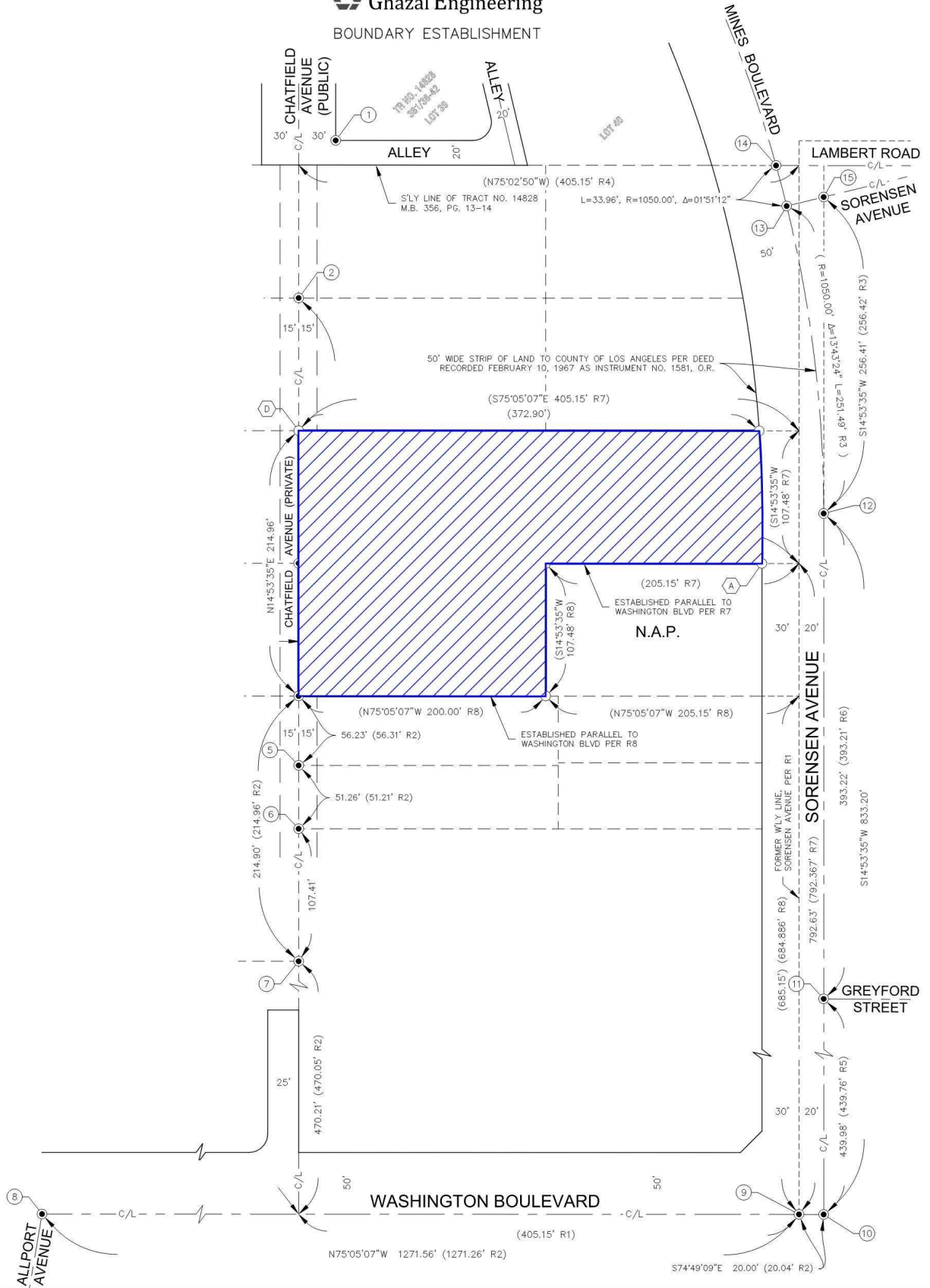
VESTING

# TRACT NO. 83666

IN THE UNINCORPORATED TERRITORY  
OF THE COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA



**Ghazal Engineering**  
BOUNDARY ESTABLISHMENT





## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024	
<b>BOARD MEETING DATE</b>	10/22/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Public Works is seeking Board approval to adopt a Resolution to approve the Joint Community Facilities Agreement between the William S. Hart Union High School District, the Los Angeles County Flood Control District, and Bouquet Canyon, LLC, to allow certain storm drain improvements to be financed by a Community Facilities District (yet to be formed). Once completed, these improvements will be transferred first to the City of Santa Clarita, who in turn is expected to propose to transfer them to the Los Angeles County Flood Control District.	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	\$0.00	N/A
	TERMS (if applicable): N/A	
Explanation: N/A		
<b>PURPOSE OF REQUEST</b>	The purpose of the recommended actions is to adopt a Resolution to approve the JCFA between the William S. Hart Union High School District, the Los Angeles County Flood Control District, and Bouquet Canyon, LLC, to allow certain storm drain improvements to be financed by a Community Facilities District (yet to be formed). These improvements will be transferred first to the City of Santa Clarita, who is expected to propose to transfer them to the Los Angeles County Flood Control District.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The William S. Hart Union High School District intends to form a Community Facilities District, pursuant to the Mello-Roos Community Facilities Act of 1982, to provide financing for the storm drain improvements to be included in the development of the Bouquet Canyon project (Tract 82126). The Bouquet Canyon project is a proposed residential development located within the City of Santa Clarita. The development will consist of 371 single-family residential units and will benefit the public by allowing for the construction of additional housing to help address the County's housing demands.	

	<p>Adoption of the Resolution to approve the agreement will enable the William S. Hart Union High School District to finance the storm drain improvements through Mello-Roos financing that are proposed to ultimately be owned and operated by the LACFCD. The storm drain improvements that will be transferred to the LACFCD under the JCFA are identified in Exhibit B.</p> <p>The JCFA between the William S. Hart Union High School District, the LACFCD, and the project's developer, Bouquet Canyon, LLC, sets forth the terms by which the LACFCD will accept and thereafter operate and maintain the storm drain improvements to be constructed by the developer for the Bouquet Canyon project.</p>
<p><b>EQUITY INDEX OR LENS WAS UTILIZED</b></p>	<p><input type="checkbox"/> Yes     <input checked="" type="checkbox"/> No  If Yes, please explain how:</p>
<p><b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b></p>	<p><input checked="" type="checkbox"/> Yes     <input type="checkbox"/> No  If Yes, please state which one(s) and explain how: This Board agenda items supports Board Priority No. 7, Sustainability, by providing a cost-effective source of financing to fund the capital construction needs of the County and to facilitate their transfer to the LACFCD.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email:  Arthur Vander Vis, Assistant Director, (626) 458-4015, cell phone (626) 485-1864, <a href="mailto:avander@pw.lacounty.gov">avander@pw.lacounty.gov</a>.</p>



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

October 22, 2024

IN REPLY PLEASE  
REFER TO FILE:

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

DRAFT

Dear Supervisors:

**MUNICIPAL SERVICES CORE SERVICE AREA  
APPROVE JOINT COMMUNITY FACILITIES AGREEMENT  
BETWEEN WILLIAM S. HART UNION HIGH SCHOOL DISTRICT,  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
AND BOUQUET CANYON, LLC  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to adopt a Resolution to approve the Joint Community Facilities Agreement between the William S. Hart Union High School District, the Los Angeles County Flood Control District, and Bouquet Canyon, LLC, to allow certain storm drain improvements to be financed by a Community Facilities District (yet to be formed). Once completed, these improvements will be transferred first to the City of Santa Clarita, who in turn is expected to propose to transfer them to the Los Angeles County Flood Control District.

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

1. Acting as a responsible agency for the Bouquet Canyon project, consider the Final Environmental Impact Report, prepared and certified by the City of Santa Clarita as lead agency for the project; certify that the Board has independently reviewed and considered the information contained in the Final Environmental Impact Report and reached its own conclusions regarding the environmental effects of the County's approvals related to the project as shown in the Final Environmental Impact Report; adopt the

mitigation monitoring program as applicable; and determine that the significant adverse effects of the project have been reduced to an acceptable level or are outweighed by the specific considerations of the project, as outlined in the Environmental Findings of Fact, which findings are adopted and incorporated herein by reference as applicable.

2. Adopt the Resolution approving the Joint Community Facilities Agreement between the William S. Hart Union High School District, the Los Angeles County Flood Control District, and Bouquet Canyon, LLC.
3. Authorize and direct the Chair of the Board to execute the Joint Community Facilities District Agreement on behalf of the Los Angeles County Flood Control District.

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

The purpose of the recommended actions is to comply with the California Environmental Quality Act for a responsible agency, adopt a resolution approving the Joint Community Facilities Agreement (JCFA) (enclosed), and authorize and direct the Chair of the Board to execute the JCFA on behalf of the Los Angeles County Flood Control District (LACFCD). The JCFA is a condition precedent to the formation of a Community Facilities District (CFD) by the William S. Hart Union High School District to provide financing for the storm drain improvements that are proposed for the Bouquet Canyon residential project located in the City of Santa Clarita. The construction of storm drain improvements is a condition of the City's approval of the Bouquet Canyon project, and once completed, will be transferred first to the City who in turn anticipates proposing to transfer them to the LACFCD.

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

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, by providing a cost-effective source of financing to fund the capital construction needs of the County and to facilitate their transfer to the LACFCD.

### **FISCAL IMPACT/FINANCING**

There will be no fiscal impact to the County General Fund. The JCFA does not include any financial obligation for the County or the LACFCD.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The William S. Hart Union High School District intends to form a CFD, pursuant to the Mello-Roos Community Facilities Act of 1982, to provide financing for the storm drain improvements to be included in the development of the Bouquet Canyon project (Tract 82126). The Bouquet Canyon project is a proposed residential development located within the City of Santa Clarita. The development will consist of 371 single-family residential units and will benefit the public by allowing for the construction of additional housing to help address the County's housing demands.

The JCFA is authorized by the California Government Code, Section 53316.2, et seq., which provides (in pertinent part):

- (a) A community facilities district may finance facilities to be owned or operated by a public agency other than the agency that created the district...only pursuant to a joint community facilities agreement...adopted pursuant to this section.
- (b) At any time prior to the adoption of the resolution of formation creating a community facilities district...the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to this section and Sections 53316.4 and 53316.6...if the legislative body of each entity adopts a resolution declaring that the joint agreement would be beneficial to the residents of that entity.

Adoption of the Resolution to approve the JCFA will enable the William S. Hart Union High School District to finance the storm drain improvements through Mello-Roos financing that are proposed to ultimately be owned and operated by the LACFCD. The storm drain improvements that will be transferred to the LACFCD under the JCFA are identified in Exhibit B.

The JCFA between the William S. Hart Union High School District, the LACFCD, and the project's developer, Bouquet Canyon, LLC, sets forth the terms by which the LACFCD will accept and thereafter operate and maintain the storm drain improvements to be constructed by the developer for the Bouquet Canyon project.

The enclosed Resolution and JCFA Agreement have been reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The LACFCD is acting as a responsible agency for the Bouquet Canyon project. The City of Santa Clarita, as lead agency, has prepared an Initial Study, consulted with the LACFCD, and certified a Final Environmental Impact Report for this project on November 10, 2020. The LACFCD's involvement is solely related to approving the JCFA, reviewing the plans for the storm drain improvements, accepting the transfer of the storm drain improvements from the City if they meet the LACFCD's standards, and thereafter maintaining the storm drains, which will be constructed as part of the Bouquet Canyon project.

The documents and other materials constituting the record of the proceedings upon which your Board decision is based in this matter can be viewed online at the City of Santa Clarita's website at <https://filecenter.santa-clarita.com/EIR/Bouquet-Canyon-Project-Final-EIR-October-2020.pdf> or in person at Los Angeles County Public Works (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.

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

The operation and maintenance of public facilities under the purview of the LACFCD are routine functions of Public Works.

DRAFT

**CONCLUSION**

Please return one adopted copy of this Board letter and the executed originals of the Agreement and Resolution to the Public Works, Land Development Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:ACL:la

Enclosures

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

**JOINT COMMUNITY FACILITIES AGREEMENT  
BY AND BETWEEN WILLIAM S. HART UNION HIGH SCHOOL  
DISTRICT, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
AND BOUQUET CANYON, LLC**

(Relating to Community Facilities District No. 2024-\_\_\_\_\_ of the  
William S. Hart Union High School District)

This **JOINT COMMUNITY FACILITIES AGREEMENT** ("Agreement") is made and entered into as of \_\_\_\_\_, 2024, between the **WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**, a California public school district organized and operating pursuant to the applicable provisions of the California Education Code ("School District"); the **LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic ("LACFCD"); and **BOUQUET CANYON, LLC**, a Delaware limited liability company ("Property Owner"). The parties hereto may be referred to in some instances as a party ("Party") or parties ("Parties").

**RECITALS**

A. The Property Owner is the owner of the property described in Exhibit "A" (the "Property"), which is located within the boundaries of the School District and the LACFCD.

B. The Property Owner desires to develop the Property for residential purposes and has obtained, or will obtain, the necessary development approvals from the **City of Santa Clarita** ("City") to construct approximately 371 single-family detached and attached residential units ("SF/DU") on such property (the "Project"), and has obtained approval from City and has recorded final tract maps for Tract 82126 (which are included within the Project).

C. Development of the Property will require the construction of certain storm drain improvements by Property Owner, to be known as Miscellaneous Transfer Drain 1877 ("MTD 1877") and Miscellaneous Transfer Drain 1879 ("MTD 1879") and together with MTD 1877 the "Storm Drain Improvements"). Upon completion of construction, the Storm Drain Improvements will be transferred to the City and City, in turn, proposes to transfer the Storm Drain Improvements to the LACFCD for operation and maintenance.

D. Section 13-3/4 of the Los Angeles County Flood Control Act provides: "(a) The Los Angeles County Flood Control District may accept a transfer and conveyance of a storm drain improvement or drainage system lying within or outside the territorial limits of the district, if the improvement or system benefits property within the territorial limits of the district, and the governing body of the public agency that has constructed or acquired the improvement or system requests the district to accept the transfer and conveyance of the improvement or system."



E. The LACFCD has approved, or will approve, plans, and has issued, or will issue, a Flood Control Permit ("Permit") to the Property Owner for the construction of the Storm Drain Improvements to standards and conditions acceptable to the LACFCD.

F. The Storm Drain Improvements are intended to be dedicated to and accepted by the City, transferred to the LACFCD, and acquired with funds of the CFD (as defined below) to the extent such funds are available pursuant to that certain "School Facilities Funding and Mitigation Agreement," entered into by and between the School District and the Property Owner (the "School Facilities Mitigation Agreement").

G. The Property Owner has requested that the Governing Board of the School District institute proceedings under the Mello-Roos Community Facilities Act of 1982 (the "Act") and the terms and conditions of the School Facilities Mitigation Agreement to establish a community facilities district.

H. Pursuant to the Act, the Governing Board of the School District has instituted proceedings to establish **Community Facilities District No. 2024-\_\_\_\_\_ of the William S. Hart Union High School District** (the "CFD") to provide financing, in part, of (i) the Storm Drain Improvements pursuant to the Act, (ii) amounts payable to School District as school facilities mitigation payments under the terms of the School Facilities Mitigation Agreement to fund school facilities for the CFD ("Hart School Facilities") to accommodate students resulting from the development of the Property, and (iii) certain other facilities and fees to be owned and operated by certain other public agencies ("Other Public Facilities").

I. When the CFD is formed, the School District will be authorized by Section 53313.5 of the Act to finance, by means of the CFD, the acquisition of the Storm Drain Improvements, the costs of the School Facilities, and the costs of the Other Public Facilities. This Agreement constitutes a **Joint Community Facilities Agreement** ("JCFA") within the meaning of Section 53316.2 of the Act by and between the LACFCD, the School District, the CFD, and the Property Owner, pursuant to which the CFD will be authorized to finance the Storm Drain Improvements. The School District, the CFD, and Property Owner understand that the requirements of the California Government Code, Section 53316.2, subsection (e), will be satisfied inasmuch as the amount paid by the CFD to the School District for School Facilities from the proceeds of both Special Taxes (defined herein) and Bond Proceeds (defined herein) (collectively, the "CFD Sources") will be greater than the amount paid by the CFD from the combination of such CFD Sources for the Storm Drain Improvements as shown in the CFD Report submitted to the Governing Board (Board of Trustees) of the School District. As provided by Section 53316.6 of the Act, the LACFCD shall, subject to the terms and conditions of this Agreement, be responsible for operating and maintaining the Storm Drain Improvements.

J. The Parties hereto find and determine that the residents of the School District and LACFCD will be benefitted by the acceptance of the Storm Drain Improvements by City, the transfer of the Storm Drain Improvements to LACFCD, and the acquisition of the Storm Drain Improvements through the CFD Sources, and that this Agreement is beneficial to the interests of such entities and residents.

K. The School District, LACFCD, and the Property Owner desire to enter into this Agreement in accordance with Section 53316.2, 53316.4, and 53316.6 of the Act in order to provide for the financing of the Storm Drain Improvements through the CFD Sources.

**ARTICLE I  
GENERAL PROVISIONS; CONDITIONS PRECEDENT**

**Section 1.1. Recitals.** The above recitals are true and correct and are hereby incorporated by this reference.

**Section 1.2. Definitions.**

Unless the context clearly otherwise requires, the terms defined in this section shall, for all purposes of this Agreement, have the meanings herein specified.

- A. "Act" means the Mello-Roos Community Facilities Act of 1982, as amended, commencing with California Government Code, Section 53311, et seq.
- B. "Agreement" means this Joint Community Facilities Agreement.
- C. "Board" means the Governing Board (Board of Trustees) of the William S. Hart Union High School District.
- D. "Bond Proceeds" or "Proceeds of the Bonds" shall mean those net funds generated by the sale of the bonds or other securities issued on behalf of or for the benefit of the CFD.
- E. "Bond Resolution" means, collectively, that resolution, supplement, Fiscal Agent Agreement, and/or other equivalent document(s), providing for the issuance of bonds.
- F. "Bonds" shall mean those bonds, or other securities, issued by or on behalf of the CFD.
- G. "CFD" means Community Facilities District No. 2024-\_\_\_\_\_ of the William S. Hart Union High School District.
- H. "CFD Sources" means the proceeds of the Bonds and/or Special Taxes.
- I. "Purchase Price" means the actual costs of the design, engineering, and construction of the Storm Drain Improvements incurred by Property Owner, which amount shall include soft costs equal to not more than 30% of the construction costs.

- J. "Rate and Method" means the Rate and Method of Apportionment of the Special Tax pursuant to proceedings undertaken for the formation of the CFD pursuant to the Act.
- K. "Special Taxes" means the special taxes expected to be authorized to be levied and collected pursuant to the Rate and Method.
- L. "State" means the State of California.
- M. "Storm Drain Improvements" means MTD 1877 and MTD 1879 described in Exhibit "B" attached hereto.
- N. "Storm Drain Improvements Fund" means the fund(s) or account(s) (regardless of final designation in the Bond Resolution) into which a portion of the Proceeds of the Bonds may be deposited in accordance with the School Facilities Mitigation Agreement to acquire the Storm Drain Improvements.

Words of the masculine gender shall be deemed and constructed to include correlative words of the feminine and neuter genders. Unless the context clearly otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies as well as natural persons.

The terms "hereby," "hereof," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement.

## **ARTICLE II FORMATION OF THE CFD AND ISSUANCE OF BONDS**

**Section 2.1. Formation of the CFD.** The School District, pursuant to the School Facilities Mitigation Agreement, is conducting proceedings pursuant to the Act for the formation of the CFD, the authorization of the Special Taxes within the CFD, and the authorization to issue one or more series of Bonds on behalf of the CFD.

**Section 2.2. Issuance and Sale of Bonds.** If the CFD is formed, the Board, acting as the Legislative Body of the CFD, may, in its sole discretion, in accordance with its adopted policies ("CFD Policies") and the School Facilities Mitigation Agreement take action(s) to issue and sell one or more series of Bonds to finance the costs of authorized facilities including the Storm Drain Improvements.

**Section 2.3. Bond Proceeds.** Upon completion of the issuance of each series of Bonds, and receipt of the Bond Proceeds, the CFD shall determine the amount of the Bond Proceeds allocable to finance the Purchase Price of the Storm Drain Improvements in accordance with the CFD Policies and the School Facilities Mitigation

Agreement. Subject to the terms and conditions set forth herein, the CFD shall pay the Purchase Price directly to Property Owner, or its successor or assign. Property Owner shall use the Payment Request Form set forth in Exhibit "C," which is attached hereto and incorporated herein by this reference, to request payment of the Purchase Price from the Storm Drain Improvements Fund.

**Section 2.4. Disbursements.** Upon completion of the funding criteria set forth below and subject to the availability of Bond Proceeds therefore, Property Owner may execute and submit a payment request to the CFD requesting disbursement from the Storm Drain Improvements Fund of an amount equal to (but not greater than) the Purchase Price. The form of payment request shall be substantially in the form set forth in Exhibit "C" of this Agreement ("Payment Request"). The sole source of funds from which Property Owner will be entitled to receive the Purchase Price shall be the CFD Sources available for such purpose pursuant to the School Facilities Mitigation Agreement.

Property Owner and the CFD agree that no disbursement of CFD Sources shall be made for the Purchase Price unless and until all of the following have occurred: (a) the Storm Drain Improvements have been completed and accepted by the City; (b) the City has requested the LACFCD to accept the transfer and conveyance of the Storm Drain Improvements and LACFCD has accepted the transfer and conveyance; and (c) the CFD has received documentation to confirm (a) and (b) above and to confirm the final Purchase Price of the Storm Drain Improvements.

**Section 2.5. Responsibility for the Storm Drain Improvements.**

- (a) If the amount derived from CFD Sources specified in Section 2.4 above, including investment earnings thereon, if any, are not sufficient to fund the total Purchase Price, the Parties hereto agree that all responsibility and liability for the amount of such shortfall(s) shall be and remain with the Property Owner, or its successors or assigns, and shall not lie with the School District, the CFD, or LACFCD.
- (b) LACFCD expressly confirms and warrants to the School District that the Storm Drain Improvements to be financed hereunder have not been previously financed by LACFCD with the proceeds of other tax-exempt securities or bonds. If LACFCD accepts the transfer of the Storm Drain Improvements prior to the issuance of the Bonds, LACFCD shall, upon request, provide written notice to the School District of any such financing of the Storm Drain Improvements to be financed hereunder until the issuance of the Bonds.

**Section 2.6. Responsibility for Debt Service or Special Taxes.** LACFCD's obligations under this Agreement shall be limited to its obligations with respect to the acceptance of the transfer and conveyance and the operation and maintenance of the Storm Drain Improvements, as described in Article III below, and LACFCD shall have

no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds, or the payment of the principal and interest thereon, or for the levy and collection of the Special Taxes to provide for the payment of principal and interest thereon, and the CFD shall have the sole authority and responsibility for all such matters.

The Parties hereto specifically agree that the liabilities of the CFD pursuant to the documents providing for the issuance of Bonds, including the Bond Resolution, shall not be or become liabilities of LACFCD.

**Section 2.7. Administration of the CFD.** The School District shall have the power and duty to provide for the administration of the CFD, subject to the terms hereof and the School Facilities Mitigation Agreement, including employing and compensating all consultants and providing for the various other administration duties set forth in this Agreement. It is understood and agreed by Parties hereto that the LACFCD will not be considered a participant in the proceedings relative to formation of the CFD, the levy or collection of the Special Taxes or the issuance of the Bonds, other than as a Party to this Agreement.

**Section 2.8. Tax Matters.**

- (a) In connection with the issuance of any Bonds, a portion of the proceeds of which are to be made available to finance the acquisition, construction, and installation of the Storm Drain Improvements, Property Owner and LACFCD agree to execute and deliver such certifications and agreements as may be reasonably required in order for bond counsel to conclude that interest on such Bonds will be excluded from gross income under Section 103 of the Internal Revenue Code of 1986.
- (b) LACFCD represents that, if it accepts the transfer and conveyance of the Storm Drain Improvements, the LACFCD will not use the Storm Drain Improvements for any activity that constitutes a trade or business that is carried on by persons or entities other than governmental entities ("Private Use"). The leasing of the Storm Drain Improvements or the access of a person or entity other than a governmental unit to the Storm Drain Improvements or services provided thereby on a basis other than as a member of the general public ("General Public Use") shall constitute a Private Use unless LACFCD obtains an opinion of bond counsel to the contrary. Use of the Storm Drain Improvements in a trade or business constitutes General Public Use only if the property is intended to be available and is in fact reasonably available for use on the same basis by natural persons not engaged in a trade or business.
- (c) With respect to management and service contracts, the determination of whether a particular use of the Storm Drain Improvements constitutes Private Use shall be determined on the basis of applying IRS Revenue Procedure 97-13 (as amended or supplemented from time to time, including by IRS Revenue Procedure 2017-13). LACFCD represents that if it accepts the transfer and conveyance of the Storm Drain Improvements, it

does not expect any portion of the Storm Drain Improvements to be subject to contracts or other arrangements with persons or entities engaged in a trade or business (other than governmental units) that involve the management of property or the provision of services that do not comply with the standards of IRS Revenue Procedure 97-13 (as amended or supplemented from time to time including by IRS Revenue Procedure 2017-13).

**Section 2.9 Indemnification.** Property Owner undertakes and agrees to indemnify and hold harmless the School District, the CFD, the School District's Governing Board and all of their officers, agents, successors in interest, assigns, and employees (individually and collectively, "School District Indemnitees"), and at the option of counsel for the School District, defend by counsel satisfactory to counsel for the School District, the School District Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including consequential, incidental, or indirect), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by, or asserted against, the School District Indemnitees, arising out of or in any way connected with the design, construction, installation, or dedication of the Storm Drain Improvements. This indemnity shall apply whether occurring during the term of this Agreement and any time thereafter and shall be in addition to any other rights or remedies, which School District Indemnitees have under law, in equity, or under this Agreement.

### **ARTICLE III TRANSFER OF THE STORM DRAIN IMPROVEMENTS TO LACFCD**

#### **Section 3.1. Acceptance by LACFCD.**

- (a) LACFCD shall not be obligated to accept the transfer of the Storm Drain Improvements unless and until the Storm Drain Improvements have been completed in their entirety and in conformity with the plans approved by the LACFCD and all terms and conditions of the Permit, and accepted by the City, and the City has made a written request to transfer the Storm Drain Improvements to the LACFCD.
- (b) The LACFCD shall, within 30 days of its receipt of the request from the City, perform any additional inspections of the Storm Drain Improvements that it deems necessary to confirm that the Storm Drain Improvements have been completed in accordance with the plans approved by the LACFCD and the terms and conditions of the Permit.
- (c) Within 45 days of the completion of the inspection(s), the LACFCD shall notify City and Property Owner, in writing, that either: (1) the LACFCD accepts the transfer and conveyance of the Storm Drain Improvements; or (2) that the LACFCD's inspection(s) disclosed one or more deficiencies in the Storm Drain Improvements, which deficiencies shall be specifically identified.

- (d) If the LACFCD has notified City and Property Owner of one or more deficiencies in the Storm Drain Improvements, the following provisions shall apply:
  - (i) Property Owner shall work diligently to correct all identified deficiencies and shall promptly notify the LACFCD, in writing, when all such corrections have been completed.
  - (ii) The LACFCD shall, within 30 days of its receipt of such notice, perform all reinspections of the Storm Drain Improvements that it deems necessary to confirm that the corrections have been made.
  - (iii) Within 45 days of the completion of the reinspection(s), the LACFCD shall notify City and Property Owner, in writing, that either: (1) the LACFCD accepts the transfer and conveyance of the Storm Drain Improvements; or (2) that one or more deficiencies in the Storm Drain Improvements, which deficiencies shall be specifically identified, have not been corrected.
  - (iv) If the LACFCD notifies City and Property Owner that one or more deficiencies have not been corrected, Property Owner and the LACFCD shall meet, in good faith, to resolve any disagreements as to the deficiencies; provided, however, that the LACFCD shall not be obligated to accept the Storm Drain Improvements until all identified deficiencies have been corrected to its reasonable satisfaction.
- (e) Following its acceptance of the Storm Drain Improvements, the LACFCD shall have ownership of and the responsibility for maintenance and operation of the Storm Drain Improvements.

**Section 3.2. Transfer of Easements.** As a condition precedent to the LACFCD acceptance of the Storm Drain Improvements, Property Owner and any other applicable owners shall provide a duly executed deed to the LACFCD conveying to LACFCD all easements that LACFCD determines are necessary or convenient to operate, maintain, repair, and reconstruct the Storm Drain Improvements.

**Section 3.3. Environmental Contamination.** Property Owner shall provide to the LACFCD an accurate and complete Phase I Environmental Site Assessment for the Storm Drain Improvements and the property in or on which the Storm Drain Improvements is located, in accordance with the most updated version of ASTM E1527 Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process as published by the American Society for Testing and Materials, as said Standard Practice may be updated from time to time. The completion of any and all subsurface exploratory work, testing, and remediation relating to any environmental contamination affecting the Storm Drain Improvements or the property in or on which it is located, shall be a condition precedent to the acceptance of the Storm Drain Improvements by the LACFCD.

**Section 3.4. Warranty Against Defective Work.** Property Owner shall guarantee and warranty the Storm Drain Improvements against any defective work or labor done or defective materials furnished in connection with the construction of the Storm Drain Improvements.

#### **ARTICLE IV TERM**

**Section 4.1. Effective Date.** This Agreement shall become effective and of full force and effect as of the date ("Effective Date") it is approved by the governing boards of all of the Parties, to be confirmed by the execution hereof by the authorized representatives of the Parties hereto.

#### **ARTICLE V ADDITIONAL GENERAL PROVISIONS**

**Section 5.1. Recordkeeping.** Property Owner agrees that they will cooperate in a timely manner with the CFD and the School District, on behalf of the CFD, in providing documentation, reports, or other data reasonably required and requested by the School District and/or the CFD in meeting the reporting requirements of the CFD under Sections 50075.1, 50075.3, and 50075.5, and Article 1.5 (commencing with Section 53410) of Chapter 3 of Part 1 of Division 2 of Title 5 of, the California Government Code (collectively, the "Local Agency Special Tax and Bond Accountability Act"). Property Owner's reporting obligations, pursuant to this Section, shall be limited to providing reports or other data detailing the Purchase Price.

**Section 5.2. Partial Invalidity.** If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

**Section 5.3. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. This Agreement may not be assigned without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld, and any such non-consented assignment shall be void. This Agreement is for the sole benefit of the School District, the CFD, the LACFCD, and the Property Owner, and their successors and assigns, (excluding property owners of residential lots within the CFD who are end users, who shall not be considered to be the successors or assigns of the Property Owner and shall have no rights hereunder), and no other person or entity shall be deemed to be a beneficiary hereof or have an interest herein.



**Section 5.4. Notice.** Any notice, payment, or instrument required or permitted by this Agreement to be given or delivered to any Party or other person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office registered or certified, postage prepaid, addressed as follows:

If to School District: William S. Hart Union High School District  
**Attention Superintendent**  
21380 Centre Pointe Parkway  
Santa Clarita, CA 91350

with a copy to: Atkinson, Andelson, Loya, Ruud & Romo  
**Attention Wendy H. Wiles**  
20 Pacifica, Suite 1100  
Irvine, CA 92618

If to LACFCD: Los Angeles County LACFCD  
**Attention Ciara Barnett**  
Los Angeles County Public Works  
900 South Fremont Avenue, 3rd Floor-LDD  
Alhambra, CA 91803-1331

If to Property Owner: Bouquet Community, LLC  
**Attention Brian Bencz**  
15131 Alton Parkway, Suite 365  
Irvine, CA 92618

with a copy to: Holland & Knight LLP  
**Attention Robert M. Haight, Jr.**  
50 California Street, Suite 2800  
San Francisco, CA 94111

Any Party can change its address for delivery of notice by delivering written notice of such change or address to the other Parties within ten (10) calendar days prior to such change.

**Section 5.5. Third-Party Beneficiary.** The CFD shall be a third-party beneficiary of this Agreement.

**Section 5.6. Captions.** The captions to sections used herein are for convenience purposes only and are not part of this Agreement.

**Section 5.7. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in such State.

**Section 5.8. Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

**Section 5.9. Amendments.** This Agreement may be amended or modified only in writing executed by the authorized representative(s) of each of the Parties hereto.

**Section 5.10. Waiver.** The failure of any Party hereto to insist on compliance within any of the terms, covenants, or conditions of this Agreement by any other Party hereto shall not be deemed a waiver of such terms, covenants, or conditions of this Agreement by such other Party nor shall any waiver constitute a relinquishment of any other right or power for all or any other times.

**Section 5.11. Cooperation and Execution of Documents.** The Parties hereto agree to complete and execute any further or additional documents which may be necessary to complete or further the terms of this Agreement.

**Section 5.12. Exhibits.** The exhibits attached hereto are incorporated into this Agreement by reference.

**Section 5.13. Signatories.** The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

**Section 5.14. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

*[Signature page follows]*

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**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year written above.

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT,  
a California public school district

By: \_\_\_\_\_  
Assistant Superintendent,  
Business Services

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo,  
Legal Counsel to the William S. Hart Union High School District

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT

By: \_\_\_\_\_  
Wendy Wiles

By \_\_\_\_\_  
Chairman, Los Angeles County  
Flood Control District


BOUQUET COMMUNITY, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Lennar Homes of California, LLC,  
a California limited liability company,  
its sole Member

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

By  \_\_\_\_\_

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

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

**EXHIBIT "B"**  
**THE STORM DRAIN IMPROVEMENTS**

**EXHIBIT "C"**  
**PAYMENT REQUEST FORM**

COMMUNITY FACILITIES DISTRICT NO. \_\_\_\_\_

PAYMENT REQUEST FOR:

- (     )     PROGRESS PAYMENT
- (     )     FULL/FINAL PAYMENT

The Fiscal Agent is hereby requested to pay from the [the Storm Drain Improvements Fund] established by Resolution No. \_\_\_\_\_ of the Legislative Body of the School District, adopted on \_\_\_\_\_, and the Fiscal Agent Agreement dated as of \_\_\_\_\_, executed in accordance therewith, to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment of the Purchase Price described below. The amount shown below is due and payable under the School Facilities Mitigation Agreement and/or the Joint Community Facilities Agreement and authorization with respect to the Purchase Price described below and has not formed the basis of any prior request for payment of the Purchase Price.

Payee: \_\_\_\_\_

Address: \_\_\_\_\_

Amount: \_\_\_\_\_

Total Purchase Price Paid: \$ \_\_\_\_\_

Dated: \_\_\_\_\_

Payment Request No.: \_\_\_\_\_

Executed by Authorized Representative for Community Facilities District  
No. 2024-\_\_\_\_\_

Signature: \_\_\_\_\_

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

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

*[Attach to all requisitions copies of County verification(s)/Property Owner certification(s)]*

[Exhibit C (Continued)]

*[ON LACFCD LETTERHEAD]*

VERIFICATION BY LACFCD

As an authorized representative and on behalf of the Los Angeles County Flood Control District ("LACFCD"), I hereby verify that LACFCD has not previously reimbursed Bouquet Community, LLC (or its successors or assigns) for any costs of the Storm Drain Improvements.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative  
of LACFCD

[Exhibit C (Continued)]

*[ON PROPERTY OWNER LETTERHEAD]*

CERTIFICATION AND REPRESENTATION OF PROPERTY OWNER

On behalf of [Property Owner name], I hereby certify and represent that the above-referenced Purchase Price of \$    is currently due to [Property Owner name] and has not been previously reimbursed by LACFCD to [Property Owner name] (or to any of its successors and assigns).

Dated: \_\_\_\_\_

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

Authorized Representative of  
*[Property Owner name]*

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

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



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES  
ACTING AS THE GOVERNING BOARD OF THE LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT WITH  
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, AND BOUQUET CANYON, LLC**

**WHEREAS**, Bouquet Canyon, LLC, ("Property Owner"), proposes to develop property in the City of Santa Clarita ("City"), and has obtained approval of the development from the City, conditioned on, among other things, the construction of storm drain improvements serving the development ("Storm Drain Improvements"); and

**WHEREAS**, upon completion of the Storm Drain Improvements, the Storm Drain Improvements will be transferred to the City, who in turn anticipates proposing to transfer the Storm Drain Improvements to the Los Angeles County Flood Control District ("LACFCD").

**WHEREAS**, at the request of the Property Owner, the Governing Board of the William S. Hart Union High School District ("School District") will form a community facilities district ("CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended ("Act"), which is expected to levy special taxes within such CFD and issue bonds, secured by such special taxes, to finance public facilities that the Property Owner is required to construct as a condition of development including the Storm Drain Improvements; and

**WHEREAS**, pursuant to Section 53316.2 of the Act (California Government Code, Section 53315.2), a CFD is authorized to finance facilities to be owned or operated by an entity other than the agency that created the district, pursuant to a Joint Community Facilities Agreement ("JCFA"); and

**WHEREAS**, the Property Owner, School District, and LACFCD propose to enter into a JCFA, in the form attached hereto as Exhibit A, authorizing and setting forth requirements for the CFD to finance the Storm Drain Improvements through the School District's issuance of bonds and levy of special taxes on properties within the proposed CFD; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED:**

1. Each of the above recitals is true and correct.
2. The Board of Supervisors finds and determines that the Storm Drain Improvements will benefit property within the territorial limits of the LACFCD and that the JFCA will be beneficial to the residents of the LACFCD.
3. The Board of Supervisors hereby approves the execution and delivery of the JFCA, substantially in the form attached hereto as Exhibit A, and the Chair of the Board of Supervisors is authorized to execute and deliver the JFCA, together with such non-substantive changes as may be approved by the Chair, with the approval of such changes to be conclusively evidenced by the execution and delivery thereof.
4. This Resolution shall be effective upon its adoption.

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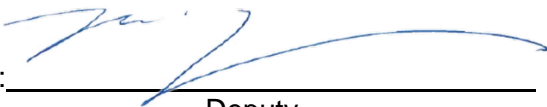
The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the Board of Supervisors of the County of Los Angeles acting as the governing body of the Los Angeles County Flood Control District.

EDWARD YEN  
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

## BOARD LETTER CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024	
<b>BOARD MEETING DATE</b>	10/22/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Award Seven Service Contracts for On-Call Emergency Debris Removal Services Program	
<b>PROGRAM</b>	Yes.	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current program will expire on October 31, 2024. The award of these contracts will continue the current services by the recommended contractors.	
<b>COST &amp; FUNDING</b>	Total program cost: \$453,750,000	<b>Funding source:</b> Funding for these services is included in various Public Works Fiscal Year 2024-25 Fund Budgets, including the Road Fund and various other funds. When the need arises for services under this program, financing the required services will be from the appropriate fund source. Total annual expenditure for these services, however, will not exceed the program amount approved by the Board. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	<b>TERMS (if applicable):</b> This program will be for a period of 1 year with four additional 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential program term of 66 months.	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award seven service contracts to the following firms: AshBritt, Inc.; Ceres Environmental Services, Inc., dba Environmental & Demolition Services Group; DRC Pacific, Inc.; ECC Constructors, LLC; Odin Environmental Solutions, LLC; T.F.R. Enterprises, Inc.; and Clarke Contracting Corporation, a Local Small Business Enterprise, for on-call emergency debris removal services throughout the County of Los Angeles.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The proposed service contracts include debris clean up, collection, removal, and disposal services on an on-call basis to supplement Public Works operations in various public rights of way throughout Los Angeles County, including contract city road rights of way.</p> <p>These services will ensure Public Works has contractors available to provide immediate response to assist County forces in the performance of emergency debris management, removal disposal, and other clean-up operations necessary to maintain open and functional public rights of way in the event of a declared emergency or major disaster.</p>	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:  Public Works notified over 33,000 subscribers in our "Do Business with Public Works" website. Public Works also notified 1,439 Local Small Business Enterprises, 157 Disabled Veteran Business Enterprises, 162 Social Enterprises, and 752 Community Business Enterprises registered with the Department of Economic Opportunity, 1,385 Community-Based Organizations, and 31 independent contractors as part of focused outreach efforts in coordination with the County Department of Economic Opportunity.  In addition, during the time period that this solicitation was released and the receipt of proposals, Public Works participated in two business education and outreach events, which included: <ul style="list-style-type: none"> <li>- 12/13/2023: Presenter at virtual event, Get Contract Ready with Los Angeles County Series, in partnership with ISD and DEO. There were 22 attendees during week one and 16 attendees during week two.</li> <li>- 1/18/2024: Presenter at virtual event, Regional Contractor Development and Bonding Program (CDABP): Helping Contractors Do Business with Los Angeles County, in partnership with Metro and ISD. There were 65 attendees.</li> </ul>
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:  Supports Board Priority No.7, Sustainability, by providing resources for more resilient communities and fostering emergency planning.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>

p:\brcdpub\service contracts\contract\danny\emergency debris removal (on-call)\2023-sl\rebid\05 award\board letter\debris removal - cluster fact sheet.docx



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

October 22, 2024

IN REPLY PLEASE  
REFER TO FILE:

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

Dear Supervisors:

**SERVICE CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICE CONTRACTS  
ON-CALL EMERGENCY DEBRIS REMOVAL SERVICES PROGRAM  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

### **SUBJECT**

Public Works is seeking Board approval to award seven service contracts for on-call emergency debris removal services program throughout the County of Los Angeles public rights of way in the event of an emergency or major disaster.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the award of these contracts is not a project pursuant to the provisions of the California Environmental Quality Act, or alternatively is exempt, for the reasons stated in this Board letter and in the record of the proposed activity.
2. Award seven contracts for on-call emergency debris removal services program to AshBritt, Inc.; Ceres Environmental Services, Inc., dba Environmental & Demolition Services Group; DRC Pacific, Inc.; ECC Constructors, LLC; Odin Environmental Solutions, LLC; T.F.R. Enterprises, Inc.; and Clarke Contracting Corporation, a Local Small Business Enterprise. Each contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to

6 months for a maximum potential program term of 66 months and a maximum potential program sum of \$453,750,000.

3. Delegate authority to the Director of Public Works or his designee to execute the contracts; to renew the contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, AshBritt, Inc.; Ceres Environmental Services, Inc., dba Environmental & Demolition Services Group; DRC Pacific, Inc.; ECC Constructors, LLC; Odin Environmental Solutions, LLC; T.F.R. Enterprises, Inc.; and Clarke Contracting Corporation, a Local Small Business Enterprise, have successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate the contract for convenience if it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the program amount up to an additional 10 percent of the annual program sum, which is included in the maximum potential program sum for unforeseen additional work within the scope of the contracts, if required, and to adjust the annual program sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustments in accordance with County policy and the terms of the contracts.

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

The purpose of the recommended action is to find that the approval of the contracts to provide debris clean up, collection, removal, and disposal services on an on-call basis to supplement Public Works operations in various public rights of way throughout Los Angeles County, including contract city road rights of way, and related actions, is not a project, or is alternatively exempt, under the California Environmental Quality Act (CEQA) and to award and delegate authority for activity related to the contracts.

This program is required to ensure Public Works has contractors available to provide immediate response to assist County forces in the performance of emergency debris management, removal disposal, and other clean-up operations necessary to maintain open and functional public rights of way in the event of a declared emergency or major disaster.

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

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, by contracting with the contractors who have the specialized expertise to provide these services in a timely and responsive manner and will support Public Works in meeting this goal.

### **FISCAL IMPACT/FINANCING**

The annual program amount is \$75,000,000 plus 10 percent of the annual program sum for additional work within the scope of these contracts. These contracts' initial term shall commence upon the Board's approval and execution by both parties and ending on October 31, 2025, with four additional 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential program term of 66 months with an estimated maximum potential program sum of \$453,750,000. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding. Adjustments will be made to the annual program sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

Funding for the first year of services will be made available in the Road and various Public Works Funds' (Services and Supplies) Fiscal Year 2024-25 Budgets. When the need arises for services under this program, financing the required services will be from the appropriate fund source. Total annual expenditure for these services, however, will not exceed the program amount approved by the Board. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

County Counsel has reviewed the contracts as to form (Enclosure A). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

The standard service contracts contain terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works.

The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The current contracts will expire on October 31, 2024. The award of these contracts will continue the current services by the recommended contractors.

### **ENVIRONMENTAL DOCUMENTATION**

Award of the contracts and related delegated actions do not constitute approval of a project under CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b) of the CEQA Guidelines. The award of these contracts for on-call debris clean-up, collection, removal, and disposal services is an organizational or administrative activity of government that will not result in direct or indirect physical changes. Alternatively, the recommended actions are exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the actions will not have a significant adverse impact on the environment. Approval of the recommended actions does not approve any specific work. Prior to approval of any proposed work under the contracts that would be a project, Public Works will ensure that appropriate findings are made under CEQA. To the extent proposed work is not determined to be exempt or was not previously approved by the County, appropriate findings under CEQA will be recommended to the Board when project approval is recommended.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the County Clerk and with the State Clearinghouse at the Governor's Office of Planning and Research and will post the Notice to the County's website in accordance with Section 21092.2.

### **CONTRACTING PROCESS**

On November 29, 2023, a notice of the Request for Proposals was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Antelope Valley Press*, *The Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Public Works also informed 1,439 Local Small Business Enterprises, 162 Social Enterprises, 157 Disabled Veteran Business Enterprises, 752 Community Business Enterprises, 1,385 Community-Based Organizations, and 31 independent contractors



as part of focused efforts in coordination with the County Department of Economic Opportunity.

On January 24, 2024, nine proposals were received. The proposals were reviewed to ensure they met the mandatory requirements outlined in the Request for Proposals. Two proposals were disqualified for failing to meet the minimum requirements. The seven remaining qualified proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to these seven highest rated, apparent responsive, and responsible proposers, AshBritt, Inc.; Ceres Environmental Services, Inc., dba Environmental & Demolition Services Group; DRC Pacific, Inc.; ECC Constructors, LLC; Odin Environmental Solutions, LLC; T.F.R. Enterprises, Inc.; and Clarke Contracting Corporation, a Local Small Business Enterprise.

Public Works has evaluated and determined that the contracted service is required on an on-call and intermittent basis; therefore, Proposition A (Los Angeles County Code Chapter 2.121) and the Living Wage Program (Los Angeles County Code Chapter 2.201) do not apply to this contract.

The contracts include a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

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

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

The Honorable Board of Supervisors  
October 22, 2024  
Page 6

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Road Maintenance Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:SK:sc

p:\brcdpub\servicecontracts\contr\danny\emerg debris rem\2023-s\rebid\05award\BL\debris

Enclosures

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

DRAFT

October 9, 2024

**SERVICE CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICE CONTRACTS  
ON-CALL EMERGENCY DEBRIS REMOVAL SERVICES PROGRAM  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

This Board letter has a large attachment.  
Click on link to access:

[10.09.24 - Item 2G - PW - Emergency Debris Removal.pdf](#)

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024	
<b>BOARD MEETING DATE</b>	10/22/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	DAAA Job Order Contract Nos. 6784 through 6788 Pavement Preservation, Resurfacing, and Pavement Reconstruction	
<b>PROGRAM</b>	Road Fund	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: N/A	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	No urgency.	
<b>COST &amp; FUNDING</b>	Total cost: \$26,250,000	Funding source: Road Fund (B03 – Services and Supplies, Capital Assets-Infrastructure)
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	To obtain Board approval to procure five separate Job Order Contracts for pavement preservation, resurfacing, and pavement reconstruction work throughout the County and various cities.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The procurement of these Job Order Contracts will augment Public Works' ability to effectively and efficiently repair and maintain County roads and infrastructure.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 9: Poverty Alleviation. Contract provisions require the contractor to comply with Board-adopted Local and Targeted Worker Hire Policy.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Steve Burger, Deputy Director, Office (626) 458-4018, Cell (626) 476-9847, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>	



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

October 22, 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  
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD  
JOB ORDER CONTRACT NOS. 6784 THROUGH 6788  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION  
(RESURFACING), AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)  
IN VARIOUS CITIES, UNINCORPORATED COMMUNITIES, AND FACILITIES  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to procure five separate Job Order Contracts for work involving pavement preservation, resurfacing, and rehabilitation; reconstruction of streets, highways, alleys, and access roads in various cities, unincorporated communities, and various facilities; and Board approval of ten roadway improvement projects, which may be completed using Job Order Contracts.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the ten pavement preservation and roadway improvement projects are exempt from the provisions of the California Environmental Quality Act and that the award of Job Order Contracts Nos. 6784 through 6788 and related actions and the adoption of the Job Order Contract Unit Price Books and Specifications recommended for approval do not constitute projects under the California

Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed activities.

2. Adopt the Job Order Contract Unit Price Books and Specifications that are on file in Project Management Division III of Public Works for work involving pavement preservation, resurfacing, and rehabilitation and reconstruction of streets, highways, alleys, and access roads.
3. Delegate authority to the Director of Public Works, acting as the Road Commissioner, or his designee to instruct the Executive Officer of the Board to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement with the Notice Inviting Bids when ready to advertise the five separate Job Order Contracts Nos. 6784 through 6788.
4. Delegate authority to the Director of Public Works, acting as the Road Commissioner, or his designee to make the determination that a bidder is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has satisfied all conditions for contract award. Upon such determination, delegate authority to the Director of Public Works or his designee to award and execute five separate Job Order Contracts, each for a not-to-exceed amount of \$5,250,000, for a total aggregate amount not to exceed \$26,250,000, in the form previously approved by County Counsel, and to establish the effective date following receipt of approved Faithful Performance and Labor and Material Bonds and insurance certificate filed by the contractors.
5. Delegate to the Director of Public Works, acting as the Road Commissioner, or his designee the following authority in connection with these contracts: (a) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (b) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq., and 5100 et seq., respectively; (c) accept any project assigned by work order under these contracts upon the project's final completion; and (d) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

6. Approve each of the ten pavement preservation, resurfacing, and roadway improvement projects for an aggregate total cost estimate not to exceed \$26,090,000, including an aggregate construction cost estimate not to exceed \$20,050,000.
7. Authorize the Director of Public Works, acting as the Road Commissioner, or his designee to deliver the proposed projects using Job Order Contracts.
8. Authorize the Director of Public Works, acting as the Road Commissioner, or his designee to issue work orders to the selected contractors in an aggregate per Job Order Contract amount not to exceed the maximum amount of each Job Order Contract for each of the ten proposed pavement preservation, resurfacing, rehabilitation, and reconstruction of streets, highways, alleys, and access roads projects.

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

The purpose of the recommended actions is to find the projects are exempt from the California Environmental Quality Act (CEQA) and allow Public Works to procure contractors through Job Order Contracts (JOCs) to enhance Public Works' ability to effectively and efficiently perform pavement preservation, resurfacing, rehabilitation, and reconstruction using sustainable construction practices on existing streets, highways, alleys, and access roads. The proposed JOCs will primarily be used on State-approved pavement projects that are being funded through the Road Maintenance and Rehabilitation Account (Senate Bill 1). The work to be approved through issuance of work orders will be performed in various unincorporated communities, as well as various city streets and County facilities in support of ongoing operations (see Enclosure A).

JOC is a flexible and cost-effective unit price contracting method for performing maintenance work. The State Public Contract Code allows JOCs to be valid for one year. This process reduces administrative requirements and lowers administrative costs while meeting State and County procurement requirements.

Currently, Public Works has limited ability to perform pavement preservation, resurface, rehabilitation, and reconstruction projects. The work itself is seasonal, requiring warm weather, very specialized equipment and training, and a dedicated staff. Therefore, Public Works proposes to utilize JOCs as a cost-effective, streamlined method for completing pavement preservation, resurfacing, rehabilitation, and reconstruction projects.

Public Works recommends that the Board authorize Public Works to award the JOCs following bid review and determination of the lowest responsive and responsible bidders. The five JOCs are for a not-to-exceed amount of \$5,250,000 each, with an aggregate amount of \$26,250,000 (see Enclosure B).

Public Works also recommends that the Board approve each of the proposed projects listed in Enclosure C and authorize Public Works to use JOCs to deliver these projects. These projects may be delivered using JOCs approved in this Board letter and others may be delivered using JOCs that have been previously approved by the Board or JOCs that may be Board-approved in the future.

The majority of these proposed projects would be constructed in Fiscal Years 2024-25 and 2025-26.

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

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal D, Streamlined and Equitable Contracting and Procurement, Strategy ii, Modernize Contracting and Procurement, by improving public infrastructure assets, providing sustainable enhancing of roadway conditions and safety in our communities, incorporating sustainable pavement treatments, such as recycled asphalt, and streamlining procedures for transportation projects.

### **FISCAL IMPACT/FINANCING**

Projects that are authorized under JOCs 6784 through 6788 and the ten listed projects (Enclosure C) may be ordered for, and subsequently funded by, various funds administered by Public Works. The largest expenditure is anticipated to be derived from the Road Fund (B03 – Services and Supplies, Capital Assets-Infrastructure). Sufficient funds for each JOC work order will be made available in the appropriate fund prior to authorizing the work. For projects within cities, the costs will be collected through the provisions of the General Service Agreement.

The five JOCs are for a not-to-exceed amount of \$5,250,000 each, with an aggregate amount of \$26,250,000.



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

Public Works will instruct the Executive Officer of the Board of Supervisors to advertise the JOCs for bids in accordance with Section 20392 of the State Public Contract Code. It is anticipated that the JOCs will advertise for bids within the next 12 to 18 months.

The contract awards 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 by County Counsel.

As required by the 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.

The JOC Unit Price Books and Specifications include the contractual provisions, methods, and material requirements necessary for these contracts and are on file with Public Works.

The ten listed projects would be carried out through Board-approved JOCs and/or JOCs that may be subsequently approved by the Board. Public Works will use the Board-approved Unit Price Books and Specifications, including the contractual provisions, methods, and material requirements necessary for these projects that are on file with Public Works.

Documents related to award of these contracts will be available at Los Angeles County Public Works, Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

## **ENVIRONMENTAL DOCUMENTATION**

The recommended actions to award these JOCs and take related actions and to adopt the JOC Unit Price Books and Specifications are not projects pursuant to CEQA because they are excluded from the definition of a project under Public Resources Code Section 21065 and are an organizational or administrative activity of government that will not result in direct or indirect physical changes to the environment pursuant to Section 15378 (b) of the CEQA Guidelines; or, in the alternative, they are exempt because it can be seen with certainty that they will not have a significant adverse impact on the environment.

The ten proposed projects are categorically exempt from CEQA. Each of these separate projects consist of work involving pavement preservation, resurfacing, rehabilitation, and reconstruction on existing streets, highways, alleys, and access roads. Each of the projects fall under a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (c) of the CEQA Guidelines and Class 1 (x) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

Approval and adoption of the JOC Contract Unit Price Books and Specifications and related actions do not constitute a project under CEQA because they are excluded from the definition of a project under Section 21065 of the Public Resources Code and are administrative activity of government pursuant to State CEQA guidelines Section 15378 (b).

The implementation of work orders under the JOCs would be subject to prior determination and documentation by Public Works that the work is exempt from CEQA. The type of work to be performed under these JOCs is generally anticipated to be exempt under Section 15301, Class 1, of the CEQA Guidelines, as well as Class 1 of the County Environmental Document Reporting Procedures. In addition, based on the records of the ten separate projects, the JOCs will comply with all applicable regulations. The projects are not located in a sensitive environment, there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that the projects may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable to the ten proposed projects.

In the event the work under the work orders is not exempt, the Board will be requested to approve the appropriate environmental finding and documentation for that work, as applicable, prior to issuance of the work order.

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

### **CONTRACTING PROCESS**

These contracts will be contracted on an open-competitive bid basis.

The Director, acting as the Road Commissioner, or his designee will award each of the five JOCs upon review of the bids. Each JOC will be awarded to a responsible contractor who submits the lowest responsive bid and meets the criteria established by the Board and the State Public Contract Code.

Contract provisions require the contractors to comply with the Board-adopted Local and Targeted Worker Hire Policy.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with Los Angeles County" and "Do Business with Public Works" websites for open bids.

<https://www.lacounty.gov/business/doing-business-with-la-county/>

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

Also, the contract solicitation will be advertised through web-based and social media platforms.

In addition, in order to increase opportunities for small businesses, Public Works will be offering preference to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204.

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

The use of these contracts will expedite the completion of pavement preservation, resurfacing, rehabilitation, and reconstruction of streets, highways, alleys, and access roads throughout various cities and unincorporated communities in Los Angeles County. Work from these contracts will improve mobility and access for constituents while maintaining safety.

The Honorable Board of Supervisors  
October 22, 2024  
Page 8

**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:JWA:ja

Enclosures

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

October 9, 2024

**CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD  
JOB ORDER CONTRACT NOS. 6784 THROUGH 6788  
PAVEMENT PRESERVATION (SEAL COATS), PAVEMENT PRESERVATION  
(RESURFACING), AND PAVEMENT RECONSTRUCTION (SUSTAINABLE)  
IN VARIOUS CITIES, UNINCORPORATED COMMUNITIES, AND FACILITIES  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

This Board letter has a large attachment.

Click on link to access:

[10.09.24 - Item 2H - PW - DAAA JOC 6784-6788.pdf](#)

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024		
<b>BOARD MEETING DATE</b>	10/22/2024		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Annexation and Levying of Assessments for County Lighting Districts, Negotiated Exchange of Property Tax Revenues, L 038-2020, Castaic		
<b>PROGRAM</b>	County Lighting Districts		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The December 10, 2024, public hearing date is needed to support completion of the annexation process by the end of 2024. This is required before the area can be recorded and the housing development can proceed.		
<b>COST &amp; FUNDING</b>	Total cost:	\$0	Funding source: County Lighting Maintenance District 1687 (Fund F46)
	TERMS (if applicable):		
	Explanation: The single lot will receive benefit from existing streetlights and must share their costs per State laws. Sufficient funding will be included in the Fiscal Year 2025-26 Budget to cover operating costs.		
<b>PURPOSE OF REQUEST</b>	The proposed annexation of the territory to the County Lighting Districts will provide funding for the operation and maintenance of streetlights.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>• Public Works administers County Lighting Districts serving the unincorporated County area. The County Code requires the annexation and installation of a street lighting system by a developer as a condition of development.</li> <li>• The proposed annexation and levy of assessments, as well as exchange of property tax with other taxing agencies will provide funding for the operation and maintenance of streetlights.</li> <li>• Proposition 218 assessment ballots and notices of the public hearing will be mailed to the affected property owner 45 days in advance of the public hearing in December.</li> </ul> <p>Provided there is no majority protest the Board may approve the annexation and levying of assessments in Fiscal Year 2025-26 upon conclusion of the public hearing.</p>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability: Approval of the annexation provides the funding necessary for the operation and maintenance of streetlights.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

October 22, 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:

**TRANSPORTATION CORE SERVICE AREA  
ANNEXATION AND LEVYING OF ASSESSMENTS FOR  
COUNTY LIGHTING DISTRICTS  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
L 038-2020, CASTAIC  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval and authorization to annex single-lot project known as L 038-2020 located in the unincorporated area of Castaic to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone; order the levying of assessments for street lighting purposes; and approve the negotiated exchange of property tax revenues among those nonexempt taxing agencies whose service areas are subject to the jurisdictional changes.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and record of the action.
2. Adopt the Resolution of Intention to Annex Single-lot Territory to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, and order the levying of assessments within the annexed territory for Fiscal Year 2025-26 whose area and boundary is identified on the diagram included in the resolution.

3. Set a date for a public hearing regarding the proposed annexation of territory and levying of annual assessments based on the Fiscal Year 2025-26 Annual Engineer's Report, which establishes assessments based on land use type for all zones within County Lighting District Landscaping and Lighting Act-1 for street lighting purposes with an annual base assessment rate for the single-family residence of \$5 for the Unincorporated Zone.
4. Instruct the Executive Officer of the Board to cause notice of the public hearing by mail at least 45 days prior to the scheduled public hearing date of December 10, 2024, pursuant to Section 53753 of the California Government Code. The mailed notice will include assessment ballots.

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

1. Find that the annexation and assessments are for the purposes of meeting operating expenses; purchasing supplies, equipment, or materials; meeting financial reserve needs and requirements; and obtaining funds for capital projects, including the operation and maintenance of streetlight(s) necessary to maintain service within the proposed annexation territory.
2. Order the tabulation of assessment ballots submitted, and not withdrawn, in support of or in opposition to the proposed assessments.
3. Determine whether a majority protest against the proposed annexation or assessment exists.
4. Make a finding terminating the annexation, levying of assessments, and property tax transfer proceedings in this single-lot territory where the proposed annexation and levying of assessments has been rejected, if any, as a result of a majority protest and refer the matter back to Public Works.
5. If there is no majority protest against the proposed annexation or assessments:
  - a. Adopt the Resolution Ordering Annexation of Single-lot Territory to County Lighting Maintenance District 1687, and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, confirming a Diagram and Assessment and Levying of Assessments within the Annexed Territory for Fiscal Year 2025-26, either as proposed or as modified by the Board. The annexation and the exchange of property tax revenues shall not become effective unless the legal description for the annexed territory is approved as to definiteness and certainty by the Assessor. The adoption of the resolution ordering annexation shall constitute the levying of assessments in Fiscal Year 2025-26.



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

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

The purpose of this action is to annex the future housing development into the County Lighting Maintenance District. This action ensures that the property owners of the future housing development will provide their fair share of the funding for the operation and maintenance of the existing streetlights. This action benefits the existing and future residents by ensuring that the County Lighting Maintenance District will maintain the streetlights with the funding from those benefiting properties.

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act Guidelines (CEQA) and allow the Board to: (1) annex specified single-lot territory known as L 038-2020 to County Lighting Maintenance District (CLMD) 1687, and County Lighting District (CLD) Landscaping and Lighting Act-1 (LLA-1), Unincorporated Zone (collectively, County Lighting Districts); (2) levy assessments in Fiscal Year 2025-26 on each lot or parcel lying within the proposed annexation territory based on land use categories that designate usage units on the basis of benefits received; and (3) approve the exchange of property tax revenue between CLMD 1687 and other nonexempt taxing entities whose service areas are subject to the jurisdictional changes.

The proposed annexation, levy of assessments, and exchange of property provide the necessary funding for the operation and maintenance of the existing streetlights that benefit L 038-2020. The proposed assessment rate for the single-lot development will be an annual assessment of \$5 per single-family residence within the Unincorporated Zone with proportionately higher rates for other land uses.

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

These recommendations support the County Strategic Plan: North Star 2, Realize Tomorrow's Government Today, Focus Area Goal C, Public Safety, Strategy i, Prevention, Protection and Security; and County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by funding public infrastructure assets that support the quality of life of Los Angeles County residents. The recommended actions will allow for the continued operation of existing streetlights in the community and provide funding

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

### **FISCAL IMPACT/FINANCING**

The annual costs for operation and maintenance of the streetlights within the annexed territory is currently paid by CLMD 1687 (Fund F46). Since L 038-2020 will receive lighting benefit from existing streetlights, it is being annexed to collect revenues for fair share of the street lighting cost. Funding for this project will be included in Fund F46 (Services and Supplies) Fiscal Year 2025-26 Budget to cover the operation and maintenance costs of the streetlights.

In subsequent years, the ongoing operation and maintenance costs within the annexed territory will be funded by the CLMD's share of ad valorem property taxes supplemented by assessments annually approved by the Board from property owners within this annexed territory. Adoption of the Joint Resolutions will result in a minimal property tax growth transfer from the affected taxing entities, including those taxing entities governed by the Board: County General Fund, County of Los Angeles Public Library, Los Angeles County Road Maintenance District 5, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, and the Consolidated Fire Protection District of Los Angeles County.

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

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

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

The procedures for levying of assessments previously authorized by the Board under California Government Code Section 53753, including the distribution, receipt, and tabulation of ballots at a public hearing are required and will be followed for the single-lot annexation project. The assessments are subject to the results of ballot tabulation at the conclusion of the public hearing. Failure to annex a territory, levy assessments, and collect property tax revenues will result in the inability to operate and maintain the streetlight as part of the County-administered street lighting districts and will result in no issuance of a Certificate of Occupancy. The assessments will not be levied if the weighted majority of ballots returned are opposed to the assessment.

The enclosed Resolution of Intention to Annex Single-lot Territory (Enclosure A) must be adopted to set a date for the required public hearing. The Board, at the close of the public hearing, may delay its determination regarding the annexation and levying of assessments until a later date, continue the public hearing to receive further testimony, or make a determination regarding the annexations and/or assessments. The approval of the enclosed Resolution Ordering Annexation of Single-lot Territory (Enclosure B),

the levying of assessments, and exchange of property tax revenues are required to provide the necessary funding for the operation and maintenance of the streetlight in the annexed territory.

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

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

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. Adoption of the proposed resolution annexing territory to CLMD 1687 and CLD LLA-1, Unincorporated Zone, will provide the necessary funding for the operation and maintenance of a streetlight for the purpose of meeting operating expenses and is exempt from CEQA pursuant to Section 21080(b)(8) of the California Public Resource Code and Section 15273(a) of the State CEQA Guidelines based upon the written findings incorporated in the record setting forth the basis of the exemption with specificity.

The Honorable Board of Supervisors  
October 22, 2024  
Page 6

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

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

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:EK:al

Enclosures

c: Assessor (Sonia Carter Baltazar)  
Auditor-Controller (Linda Santillano)  
Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office

**COUNTY OF LOS ANGELES  
BOARD OF SUPERVISORS  
RESOLUTION OF INTENTION TO ANNEX  
SINGLE-LOT TERRITORY TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687  
AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1,  
UNINCORPORATED ZONE, AND ORDER  
THE LEVYING OF ASSESSMENTS  
WITHIN THE ANNEXED TERRITORY FOR  
FISCAL YEAR 2025-26  
L 038-2020**

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

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

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

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

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

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

WHEREAS, upon annexation to the County Lighting Districts, the annexed territory known as single-lot L 038-2020 located in the unincorporated area of Castaic, will become subject to new assessment; and

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

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

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

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

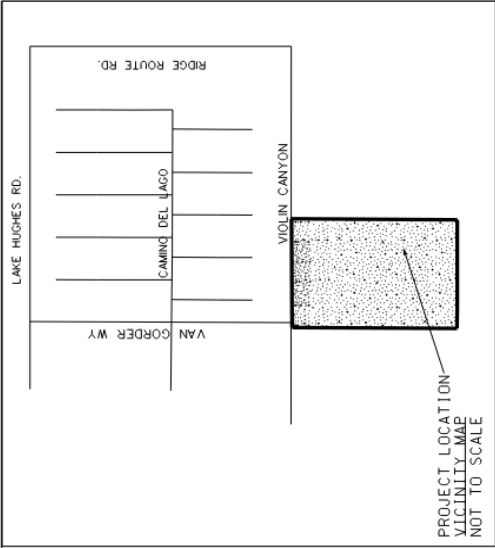
SECTION 3. The public interest and convenience require, and it is the intention of the Board of Supervisors to authorize, the expense necessary for the operation, maintenance, repairs, replacement, electric current, care, supervision, and all other items necessary for proper operation and maintenance of proposed streetlights within the proposed annexation territory and located within the County Lighting Districts. The needed amounts shall be assessed, levied, and collected in Fiscal Year 2025-26 upon each lot or parcel of land lying within the annexed territory based on land use categories that designate usage units on the basis of benefits received, as defined in the Assessor's report dated May 22, 1979, and amended on July 22, 1997, to include government-owned or -leased parcels, and which should be assessed to pay the expenses of the operation and maintenance of said improvements. The base assessment rates for a single-family residence, along with proportional increases for other land uses, are shown in the Fiscal Year 2023-24 Annual Engineer's Report for each zone within County Lighting District LLA-1. The same annual base assessment rate established for the Unincorporated Zone are proposed for all benefited properties within the proposed annexation territory.

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

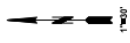
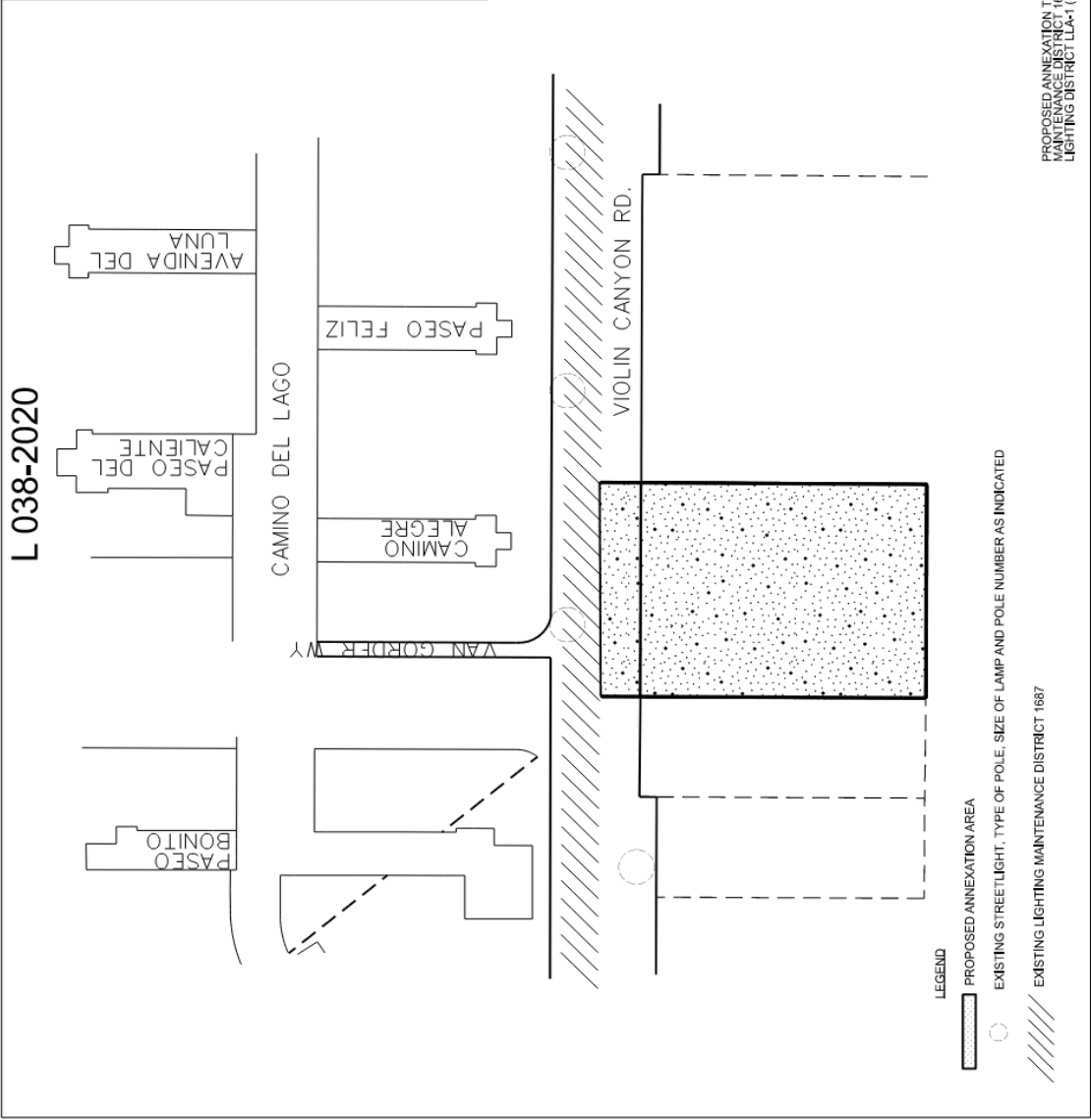
SECTION 5. The proposed assessments are subject to approval by the affected property owner(s). A ballot and public hearing notice will be sent to the property owner(s) within the territory proposed for annexation at least 45 days prior to the date of the public hearing. The ballots will be weighted by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



L 038-2020



TRA 5  
APN 2865-008-010



LOS ANGELES COUNTY PUBLIC WORKS TRAFFIC SAFETY AND MOBILITY DIVISION STREET LIGHTING SECTION	
CLMD 1687	
CASTAC AREA	
PREPARED BY JJ	SHEET 1 OF 1
RECOMMENDED BY	SUPERVISOR DISTRICT 5
APPROVED BY	DATE 01/23/2024
	DATE 01/23/2024

PROPOSED ANNEXATION TO COUNTY LIGHTING DISTRICT 1687  
LIGHTING DISTRICT LA-1 (UNINCORPORATED ZONE)



The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

EDWARD YEN  
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   
Senior Deputy County Counsel

**COUNTY OF LOS ANGELES  
BOARD OF SUPERVISORS  
RESOLUTION ORDERING ANNEXATION OF SINGLE-LOT TERRITORY  
TO COUNTY LIGHTING MAINTENANCE DISTRICT  
1687 AND COUNTY LIGHTING DISTRICT LANDSCAPING AND LIGHTING ACT-1,  
UNINCORPORATED ZONE, AND ORDER THE LEVYING OF ASSESSMENTS  
WITHIN THE ANNEXED TERRITORY FOR  
FISCAL YEAR 2025-26  
L 038-2020**

WHEREAS, the Board of Supervisors of the County of Los Angeles on \_\_\_\_\_, adopted a Resolution of Intention to Annex Single-lot Territory to County Lighting Maintenance District 1687 and County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone (collectively, County Lighting Districts), and Order the Levying of Assessments within the Annexed Territory for Fiscal Year 2025-26 to provide funds for the operation of streetlights in the annexed territory pursuant to provisions of the Improvement Act of 1911 and the Landscaping and Lighting Act of 1972; and

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

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

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

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

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

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

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

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

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

SECTION 5. The adoption of this resolution constitutes the levying of assessments for all lots and parcels within the area annexed to County Lighting District Landscaping and Lighting Act-1, Unincorporated Zone, for the fiscal year commencing July 1, 2025, and ending June 30, 2026.

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

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

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

**PROPOSED ANNEXATION OF  
SINGLE-LOT TERRITORY  
AND LEVYING OF ASSESSMENTS  
LOS ANGELES COUNTY PUBLIC WORKS**

Lot No.	LLA-1 Zone	CLMD	SD	County Area or City	Location	Majority Protest (Yes or No)
L038-2020	Unincorporated Zone	1687	5	Castaic	Violin Canyon Rd. west of Ridge Route Rd.	

The foregoing resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

EDWARD YEN  
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   
Senior Deputy County Counsel

**RESOLUTION NO. SCV-412**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT AND THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY APPROVING AND ACCEPTING THE  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF L 038-2020  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

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

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of directors of the Santa Clarita Valley Water Agency (CLWA, NCW, NCW01) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as L 038-2020 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA, NCW, and NCW01) resulting from the annexation of L 038-2020 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2025, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within L 038-2020, Tax Rate Area 08975, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of L 038-2020

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

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

AYES: Directors Armitage, Braunstein, Cooper, Gutzeit, Marks, Martin, Orzechowski and Petersen

NOES: None

ABSENT: Director Colley

ABSTAIN: None

SANTA CLARITA VALLEY  
WATER AGENCY – CLWA

By Gary R Martin  
President, Board of Directors

ATTEST:

April Lovato  
Secretary

March 5, 2024

Date



**RESOLUTION NO. SCV-413**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT AND THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY APPROVING AND ACCEPTING THE  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF L 038-2020  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

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

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of directors of the Santa Clarita Valley Water Agency (CLWA, NCW, NCW01) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as L 038-2020 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA, NCW, and NCW01) resulting from the annexation of L 038-2020 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2025, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within L 038-2020, Tax Rate Area 08975, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of L 038-2020

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 5<sup>th</sup> day of March 2024, by the following vote:

AYES: Director Armitage, Braunstein, Cooper, Gutzeit, Marks, Martin, Orzechowski and Petersen

NOES: None

ABSENT: Director Colley

ABSTAIN: None

SANTA CLARITA VALLEY  
WATER AGENCY – NCW

By Gary Martin  
President, Board of Directors

ATTEST:

[Signature]  
Secretary

March 5, 2024

Date



**RESOLUTION NO. SCV-414**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT AND THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY APPROVING AND ACCEPTING THE  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION OF L 038-2020  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

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

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of directors of the Santa Clarita Valley Water Agency (CLWA, NCW, NCW01) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as L 038-2020 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA, NCW, and NCW01) resulting from the annexation of L 038-2020 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2025, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within L 038-2020, Tax Rate Area 08975, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of L 038-2020

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

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

AYES: Directors Armitage, Braunstein, Cooper, Gutzeit, Marks, Martin, Orzechowski and Petersen  
NOES: None  
ABSENT: Director Colley  
ABSTAIN: None

SANTA CLARITA VALLEY  
WATER AGENCY – NCW01

By   
President, Board of Directors

ATTEST:

  
Secretary

March 5, 2024  
Date

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE SANTA CLARITA  
VALLEY WATER AGENCY (CLWA, NCW AND NCW01), APPROVING AND  
ACCEPTING THE NEGOTIATED EXCHANGE OF  
PROPERTY TAX REVENUES RESULTING FROM  
ANNEXATION OF L 038-2020  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

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

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, and Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; the Board of directors of the Santa Clarita Valley Water Agency (CLWA, NCW, NCW01) have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as L 038-2020 to CLMD 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the Board of directors of the Santa Clarita Valley Water Agency (CLWA, NCW, NCW01), resulting from the annexation of L 038-2020 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2025, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within L 038-2020, Tax Rate Area 08975, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of L 038-2020.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this 14<sup>th</sup> day of March 2024, by the following vote:

AYES: 29  
NOES: 0  
ABSENT: 8  
ABSTAIN: 0

GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT

By   
President, Board of Trustees

ATTEST:

  
Secretary

03/14/2024  
Date

The foregoing resolution was adopted on the \_\_\_\_ day of \_\_\_\_\_ 2024, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing district, agencies, and authorities for which said Board so acts.

EDWARD YEN  
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   
Senior Deputy County Counsel

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024		
<b>BOARD MEETING DATE</b>	10/22/2024		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Hollywood Bowl Park-and-Ride and Shuttle Program		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The Hollywood Bowl season began on June 15, 2024.		
<b>COST &amp; FUNDING</b>	Total cost:	\$3,000,000	Funding source:
			Top-of-Pot allocation from the County's Proposition A Local Return Transit Program
	TERMS (if applicable): Fiscal Year 2025		
	Explanation: Funding is for the 2024 Hollywood Bowl season which began in June and concluded in September of the calendar year.		
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions continues funding for the Hollywood Bowl Park-and-Ride and Shuttle Program and authorizes the Director of Public Works to execute a funding agreement with the Los Angeles Philharmonic for the 2024 Hollywood Bowl season.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Since 1974, the Board has approved public transportation services from outlying park-and-ride lots throughout the County and supported the Philharmonic's transportation services from the local shuttle lots to the Hollywood Bowl for performances.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability, the Hollywood Bowl Park-and-Ride and Shuttle Program helps reduce the need for single-occupancy and privately owned vehicles, which promotes health and clean air, and lessens the impact of cars on the environment.		
<b>DEPARTMENTAL CONTACTS</b>	Steve Burger, Assistant Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

October 22, 2024

IN REPLY PLEASE

REFER TO FILE:

TPP-5

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
APPROVE VARIOUS ACTIONS TO CONTINUE FUNDING THE HOLLYWOOD BOWL  
PARK-AND-RIDE AND SHUTTLE PROGRAM  
(ALL SUPERVISORIAL DISTRICT)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to continue funding the Hollywood Bowl Park-and-Ride and Shuttle Program to provide transportation services from park-and-ride lots and shuttle lots to the Hollywood Bowl for the 2024 performance season.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the Hollywood Bowl Park-and-Ride and Shuttle Program is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of this project.
2. Authorize funding for the Hollywood Bowl Park-and-Ride and Shuttle Program transportation services for the 2024 Hollywood Bowl performance season for an estimated total cost of \$3,000,000.
3. Authorize the Director of Public Works or his designee to execute a funding agreement with the Los Angeles Philharmonic Association for the 2024 performance season.



4. Authorize the Director of Public Works or his designee to contribute County's share estimated to be \$830,000 for the 2024 Hollywood Bowl transportation services from the park-and-ride and shuttle lots.
5. Authorize the Director of Public Works or his designee to approve and execute any necessary amendments within the scope of work to the agreement with the Los Angeles Philharmonic Association.

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

The purpose of the recommended actions is to authorize funding for the Hollywood Bowl Park-and-Ride and Shuttle Program and authorize the Director to execute a funding agreement with the Los Angeles Philharmonic Association for the 2024 Hollywood Bowl performance season. This supports the continuation of the Hollywood Bowl Park-and-Ride and Shuttle Program. Patrons benefit from having additional options to get to and from the Hollywood Bowl. Additionally, encouraging public transit options reduces traffic congestion and improves community well-being.

Since 1974, the Board has approved public transportation services from outlying park-and-ride lots throughout the County to the Hollywood Bowl for performances. The Board has also contributed toward the Philharmonic's shuttle lot service. The park-and-ride and shuttle services are highly successful in quickly and efficiently transporting Hollywood Bowl attendees to the special event center. Pursuant to the terms of the agreement with the Philharmonic, the Philharmonic administers the park-and-ride program by providing public transportation service from 14 park-and-ride lots located Countywide, and public transportation service from four shuttle lots near the Hollywood Bowl. In addition, the Philharmonic continues its marketing campaign to promote the program and encourage the prepurchase of park-and-ride tickets.

The park-and-ride and shuttle lots include, but are not limited to, the locations indicated on the enclosed list.

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

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by supporting multimodal transportation investments that improve safety and mobility, reduce traffic congestion, and reduce greenhouse gas emissions.

### **FISCAL IMPACT/FINANCING**

The estimated cost of the program for the 2024 season is \$3,000,000, which includes \$2,880,000 for the service from the park-and-ride lots and \$120,000 for the service from the local shuttle lots. Funding for the service from the park-and-ride lots is provided by Metro, estimated at \$1,057,000, anticipated revenues from the fares of \$555,000, County's estimated contribution of \$710,000, and the Philharmonic's 44 percent pro rata share estimated to be \$558,000. The County will contribute \$120,000 to the Philharmonic for the shuttle service from the local lots. The Philharmonic is responsible to pay any additional cost that exceeds the estimated \$3,000,000 program cost for the 2024 season. The County's estimated obligation for the 2024 season totals is \$830,000, which will be financed from the Top-of-Pot allocation from the County's Proposition A Local Return Transit Program which included in the Transit Operations Fund (Fund CP6 – Services and Supplies) Fiscal Year 2024-25 Budget.

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

As approved by the Board on January 8, 2014, the round-trip transportation fares for the park-and-ride lots will remain at \$7 per person if prepurchased and \$12 in cash when purchased at the lot. The fare for the local shuttle lots will remain at \$6 per person.

The funding agreement with the Philharmonic will be substantially similar in form as in the prior seasons and will be approved as to form by County Counsel prior to execution.

There is no charge for patron parking at the park-and-ride and shuttle lots except for the Ovation LA (formerly Hollywood and Highland) lot and Metro Parking Facilities. The Philharmonic obtains approval from the property owners at each lot to operate the park-and-ride and/or shuttle services from their lots and pay for any lease fees. As in previous years, bus operators serving each lot provide the necessary liability insurance to hold harmless the property owners of the park-and-ride and shuttle lots; the Philharmonic; and the County, its special districts, elected officials, officers, agents, employees, and volunteers.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed program is statutorily exempt from the California Environmental Quality Act. The actions to implement the program provide for passenger or commuter transit services and are exempt from the California Environmental Quality Act pursuant to Section 21080(b)(10) of the Public Resources Code.

The Honorable Board of Supervisors  
October 22, 2024  
Page 4

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

These actions provide for continuation of the current services.

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:MER:pr

Enclosure

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

## **PARK-AND-RIDE AND SHUTTLE LOT LOCATIONS**

The park-and-ride and shuttle lots may include, but are not limited to, the following locations:

### Park-and-Ride Lots

Lot 1	Sherman Oaks	Westfield Fashion Square 14006 Riverside Drive Sherman Oaks, CA 91423
Lot 2	Westwood	Federal Building 11000 Wilshire Boulevard Westwood, CA 90024
Lot 3	Chatsworth	Chatsworth Metrolink Station 21510 Devonshire Street Chatsworth, CA 91311
Lot 4	Pasadena	Pasadena Public Parking Lot Marengo Avenue and Ramona Street Pasadena, CA 91101
Lot 5	El Monte	El Monte Bus Terminal 3501 Santa Anita Avenue El Monte, CA 91731
Lot 6	Torrance	Wilson Community Park 2000 North Crenshaw Boulevard Torrance, CA 90503
Lot 7	Santa Monica	Santa Monica College 17th Street Parking Structure 4 Santa Monica, CA 90405
Lot 8	East Los Angeles	East Los Angeles College Weingart Stadium Parking Lot 1301 Avenida Cesar Chavez Los Angeles, CA 91754

Lot 9 Lakewood	Lakewood Center Mall 500 Lakewood Center Mall Lakewood, CA 90712
Lot 10 Downey	Downey Metro Green Line Station South Parking Lot 12801 Lakewood Boulevard Downey, CA 90242
Lot 11 Culver City	Culver City Transit Center 6000 Westfield Culver City Mall Culver City, CA 90230
Lot 12 Arcadia	Arcadia Park 405 South Santa Anita Avenue Arcadia, CA 91003
Lot 13 Rowland Heights	Schabarum Regional Park 17250 East Colima Road Rowland Heights, CA 91748
Lot 14 Magic Johnson Park	Magic Johnson Park 905 East El Segundo Boulevard Los Angeles, CA 90059

Shuttle Lots

Burbank Metrolink	201 North Front Street Lot E, Line 669 Burbank, CA 91502
Los Angeles Zoo Lot	5333 Zoo Drive Section "C" Los Angeles, CA 90024
Ovation LA	6801 Hollywood Boulevard Los Angeles, CA 90028
Ventura Lot	10801 Ventura Boulevard Los Angeles, CA 91604

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024	
<b>BOARD MEETING DATE</b>	10/22/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Safe, Clean Water Program Fiscal Year 2024-25 Regional Program Stormwater Investment Plans	
<b>PROGRAM</b>	Safe, Clean Water Program	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: Not Applicable	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	This Board letter will approve the recommended Stormwater Investment Plans (SIPs) for Fiscal Year 2024-25 for the Safe, Clean Water (SCW) Program's Regional Program. It is crucial for the Board to adopt the agenda item in order for the SCW Program to transfer funds to Regional Program recipients to implement proposed projects.	
<b>COST &amp; FUNDING</b>	Total cost: \$148,520,876.20	Funding source: Los Angeles County Flood Control District Safe, Clean Water Program – Regional Program
	TERMS (if applicable): Not Applicable	
	Explanation: These SIPs are an integral part of the Regional Program implementation. Upon the Board's approval of the SIPs, the recipients included in each SIP will be required to enter into a transfer agreement or addendum (delegated authority to execute was provided to the Los Angeles County Flood Control District per June 9, 2020, Board action, along with approval of template transfer agreements). Upon execution of a transfer agreement or addendum, those recipients will receive the approved funding amount for implementation of the approved activity(ies) pursuant to their transfer agreement or addendum.	
<b>PURPOSE OF REQUEST</b>	The purpose of the recommended actions is to approve the SIPs for each of the nine Watershed Areas in the SCW Program's Regional Program for Fiscal Year 2024-25, as developed by the respective Watershed Area Steering Committees and recommended by the Regional Oversight Committee.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On November 6, 2018, Measure W was successfully passed by the voters establishing the SCW Program providing a dedicated funding source to improve water quality, increase water supply, and provide community investments as well as prioritize Nature-Based Solutions and Disadvantaged Community Benefits. The Implementation Ordinance adopted by the Board on July 30, 2019, further defined details and provisions regarding the criteria and procedures to implement the SCW Program. On June 9, 2020, the Board approved a standard template Transfer Agreement and Addendum to transfer funding for the SCW Program and delegated authority to the Los Angeles County Flood Control District to enter into the Transfer Agreements.	

	<p>The Regional Program governance committees consisting of the nine Watershed Area Steering Committees, Scoring Committee, and Regional Oversight Committee collectively held 66 public meetings for the consideration, selection, scoring, and review of Projects, Project concepts, and scientific studies included in the recommended SIPs. Infrastructure Program Projects have been scored by the Scoring Committee and selected by the Watershed Area Steering Committees for inclusion in the SIP. Each SIP has been reviewed by the Regional Oversight Committee and their recommendations are included, along with additional comments for consideration.</p>
<p><b>EQUITY INDEX OR LENS WAS UTILIZED</b></p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No  If Yes, please explain how: Not Applicable</p>
<p><b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b></p>	<p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No  If Yes, please state which one(s) and explain how:  Adoption of the SCW Program Fiscal Year 2024-25 Regional Program SIPs supports Board Priorities No. 5 (Environmental Health Oversight and Monitoring), No. 7 (Sustainability), and No. 8 (Anti-Racism, Diversity, and Inclusion Initiative).</p> <p>The SCW Program provides a dedicated funding source to improve water quality, increase water supply, and provide community investments as well as prioritize Nature-Based Solutions and Disadvantaged Community Benefits.</p> <p>The implementation of the proposed projects will help capture and clean urban and stormwater runoff, reducing the risk that polluted runoff poses to communities and protecting public health.</p> <p>The recommended actions will strengthen the County's capacity to effectively prepare for emergent environmental and natural hazards and address the threat of climate change.</p> <p>The recommended actions will advance equitable investments into regional infrastructure through a focus on Disadvantaged Community Benefits.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email:  Adam Ariki, Deputy Director, (626) 458-4012, cell (626) 476-6703, <a href="mailto:aariki@pw.lacounty.gov">aariki@pw.lacounty.gov</a></p>



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

October 22, 2024

IN REPLY PLEASE

REFER TO FILE: SWP-8

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA  
SAFE, CLEAN WATER PROGRAM FISCAL YEAR 2024-25  
REGIONAL PROGRAM STORMWATER INVESTMENT PLANS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the recommended Fiscal Year 2024-25 Stormwater Investment Plans for the Safe, Clean Water Program's Regional Program, in the amount of \$147,520,876.20.

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

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this letter and the record of the Safe, Clean Water Program.
2. Approve the recommended Stormwater Investment Plans for Fiscal Year 2024-25 for the Safe, Clean Water Program's Regional Program in the total amount of \$147,520,876.20.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The purpose of the recommended actions is to approve the Stormwater Investment Plans (SIPs) for each of the nine Watershed Areas in the Safe, Clean Water (SCW) Program's Regional Program for the 2024-25 Fiscal Year (FY), as developed by the respective



Watershed Area Steering Committees (WASCs) and recommended by the Regional Oversight Committee (ROC). Each of the nine Watershed Area SIPs can be reviewed on the SCW Program website at <https://safecleanwaterla.org/fy-2024-25-projects/>. The SIPs include recommendations to fund regional watershed-based multi-benefit projects, conduct scientific studies, and provide technical resources, including development of project concepts and ongoing Watershed Coordinator services. Enclosed is a summary of the recommendations and findings, benefits of the proposed expenditures, public process to develop these recommendations, and additional comments from the ROC.

Executive summaries for the FY 2024-25 Infrastructure Program Projects are available on the SCW Program website at <https://safecleanwaterla.org/fy-2024-25-projects/> under Infrastructure Program FY 2024-25 Executive Summaries. Copies are also available at the office of Public Works, Stormwater Planning Division (11th floor), 900 South Fremont Avenue, Alhambra, CA 91803.

The Regional Program governance committees, consisting of the nine WASCs, the Scoring Committee, and the ROC, held 66 public meetings to ultimately select projects, project concepts, and scientific studies included in the recommended SIPs. Infrastructure Program Projects were scored by the Scoring Committee and selected by the WASCs for inclusion in their respective SIPs. The WASCs also considered independent third-party analyses (funded by the Los Angeles County Flood Control District and coordinated by CASC Engineering and Consulting, Inc.) when determining which scientific studies to include in their respective SIPs. On July 10, 2024, and August 14, 2024, the ROC reviewed each SIP and recommended that all nine be approved.

The nine recommended SIPs, in aggregate, comprise the proposed Regional Program budget for FY 2024-25 of \$147,520,876.20 and, upon approval, will dictate funding allocations for FY 2024-25. The nine recommended SIPs also include the Regional Program's current revenue forecasts and projected budget allocation through FY 2028-29, which, including leveraged funds, represent over \$1.6 billion in investments into multi-benefit green stormwater infrastructure. These projections will continue to be revisited each year along with new projects submitted for each subsequent call for projects.

The recommended SIPs help achieve SCW Program Goals through meaningful water supply increases, water quality improvements, and community enhancements that all support public health. Additionally, the recommended SIPs prioritize projects that invest in Disadvantaged Communities, utilize Nature-Based Solutions, and advance compliance with existing water quality regulations.

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

These recommendations align with County Strategic Plan North Star 2 and North Star 3. The SIPs promote vibrant and resilient communities by addressing public health, sustainability, and community connections. The suite of water quality, water supply, and community enhancement benefits that will be realized by these actions were developed through the lens of equity, uplift historically underserved areas, and are consistent with, Our County Sustainability Plan's goals. The recommended actions also help realize tomorrow's government today and were developed through robust collaboration and data-driven decision-making. Approval of these actions will enhance the County's ability to combat climate change and help support the Los Angeles County Water Plan's efforts to sustainably and equitably achieve safe, clean, and reliable water resources for Los Angeles County.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The recommended FY 2024-25 SCW Regional Program cost is \$147,520,876.20, which includes funding for all nine SIPs and continued Watershed Coordinator Services within each of the Watershed Areas.

Funding for the recommended FY 2024-25 SIPs is available in the Measure W SCW Regional Program Funds (B43, B44, B45, B46, B47, B48, B49, B50, B51 - Other Charges, Services & Supplies, and Other Financing Uses) FY 2024-25 Budgets.

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

On July 17, 2018, following a very extensive community engagement process, the Board approved a resolution calling for and giving notice of an election to, upon voter approval, establish the Los Angeles Region SCW Program and its funding via special parcel tax by adding Chapter 16 of the Los Angeles County Flood Control District Code.

On November 6, 2018, Measure W (the SCW Program ballot measure) was successfully passed by the voters. The SCW Program's annual Special Parcel Tax was first collected for FY 2019-20 and has been collected in each subsequent fiscal year.

On August 6, 2019, after further consultation with local and regional agencies, organizations, and interested parties, the Board adopted an ordinance to implement the SCW Program by adding Chapter 18 of the Los Angeles County Flood Control District Code.

On June 9, 2020, the Board of Supervisors approved a standard template transfer agreement that established the terms and conditions for the transfer of SCW Program funds to Regional Program fund recipients and delegated authority to the Los Angeles County Flood Control District's Chief Engineer to execute transfer agreements subject to the Board's approval of the annual SIPs.

These SIPs represent the fifth year of Regional Program implementation. Upon the Board's approval of the SIPs, the proposed recipients included in each SIP will be sent a transfer agreement conforming to the standard template previously approved by the Board. Upon execution of the transfer agreement, the recipients will receive the approved funding amount for implementation of the approved activity(ies) identified in the SIPs.

Pursuant to Section 18.07.B.1 of Chapter 18, the Board of Supervisors is the only body authorized to approve SIPs, and unless and until approved by the Board, no Transfer Agreement may be entered into and no disbursement of SCW Regional Program funds for FY 2024-25 may occur.

#### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed actions would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment. The recommended actions are also organizational or administrative activities of government, which will not result in direct or indirect physical changes to the environment.

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

There will be no negative impact on current County services.

The Honorable Board of Supervisors  
October 22, 2024  
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**CONCLUSION**

Please return an adopted copy of this Board letter to Public Works, Stormwater Planning Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director

MP:MF:ap

Enclosure

c: Auditor-Controller (Accounting Division)  
Chief Executive Office (Chia-Ann Yen)  
County Counsel (Mark Yanai)  
Executive Office



**SAFE  
CLEAN  
WATER  
PROGRAM**

**Stormwater  
Investment Plans  
Regional Oversight  
Committee  
Recommendation**

**Fiscal Year 2024-2025**





# Stormwater Investment Plans Regional Oversight Committee Recommendation

The Stormwater Investment Plan (SIP) is an annual five (5) year plan developed by each Watershed Area Steering Committee (WASC) that recommends funding allocations for Projects and Programs in the Regional Program’s Infrastructure Program, Technical Resources Program, and Scientific Studies Program.

The purpose of the SIP for each Watershed Area is to capture recommended programming for the upcoming fiscal year as well as anticipated recommendations for the next four subsequent years.

The role of the Regional Oversight Committee (ROC) is to review each SIP, determine whether and to what extent each SIP achieves the Safe, Clean Water (SCW) Program Goals, and provides its findings to the Board of Supervisors with recommendations regarding whether each SIP should be approved. The ROC does not have line-item veto power; however, before providing a recommendation to the Board, the ROC provides its findings and recommendations on each SIP to the respective WASCs if there are any identified concerns. The WASCs consider the findings and recommendations from the ROC as guidance to potentially revise their current SIP prior to Board consideration, or at least to enhance future SIPs. ROC feedback is included in this transmittal of SIPs to the Board for approval. For FY24-25, this includes guidance recommending Scientific Study proponents from California State Polytechnic University, Pomona to collaborate with the State Water Resources Control Board to leverage funds from the Clean Water State Revolving Fund for future initiatives; and the preference to exclude artificial turf from future projects. Additional comments are summarized in Section 2 below.

The following sections include the ROC assessment of how the SCW program goals were met and other considerations:

- 1 Executive Summary .....3
- 2 Summary of ROC Comments .....6

3	Achievement of Safe, Clean Water Program Goals .....	9
3.1	Project Benefits – Water Quality, Water Supply and Community Investment .....	10
3.2	Leveraged Funds and Community Support .....	12
3.3	Disadvantaged Communities (DAC) Benefits .....	13
3.4	Project Types and Sizes .....	14
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## Attachments:

- Attachment A – Summary of Regional Program Stormwater Investment Plan

# 1 Executive Summary

The SCW Program's Special Parcel Tax currently generates approximately \$139.4M of annual Regional Program funds across the nine different Watershed Areas.

For Fiscal Year 2024-2025 (FY24-25), 20 Infrastructure Program, 5 Technical Resources Program, and 16 Scientific Study applications were submitted for consideration. After careful review and consideration for each Project, Project concept, and Scientific Study, the nine WASCs voted to include 13 Infrastructure Program Projects, 4 Technical Resources Program Concepts, 10 Scientific Studies, and 12 Watershed Coordinators into the recommended SIPs.

A total of \$494.6M of SCW funds is programmed into the nine SIPs over the current 5-year period. Of that total, \$468.5M (94.72% of the total), \$12.7M (2.57% of the total), and \$13.4M (2.71% of the total) funds is allocated towards the Infrastructure Program, Technical Resources Program, and Scientific Studies Program, respectively.

Below is a summary of the total funding budgeted and currently projected over the next 5 years for all WASCs, including both new projects in the current recommended SIPs and continuing projects from previous SIPs. Below is a summary by program and year. Refer to Attachment A, the nine WASC-specific SIP transmittals (<https://safecleanwaterla.org/fy-2024-25-projects/>), and the SIP tool (<https://portal.safecleanwaterla.org/sip-tool/>) for the full Final Recommended SIPs with additional project details.

**Table 1-1. Summary of applications received and included in SIP for FY24-25**

Number of Applications		
Program	Submitted	Recommended in SIP
Infrastructure Program	20	13
Technical Resources Program	5	4
Scientific Study	16	10
Total	41	27



**Table 1-2. Total funding budgeted and currently projected for the annual five (5) year plan**

Watershed Area	FY24-25 Budget	FY25-26 Projection	FY26-27 Projection	FY27-28 Projection	FY28-29 Projection
Central Santa Monica Bay	\$20,318,758.31	\$15,973,420.91	\$12,524,741.38	\$2,410,994.49	\$2,663,850.00
Lower Los Angeles River	\$9,247,101.54	\$16,476,261.57	\$12,360,930.91	\$10,478,104.00	\$8,681,755.00
Lower San Gabriel River	\$20,351,842.03	\$11,065,596.24	\$7,803,705.85	\$2,285,010.71	\$284,588.00
North Santa Monica Bay	\$1,497,274.10	\$529,947.74	\$511,078.18	\$501,558.24	\$502,893.68
Rio Hondo	\$12,869,151.68	\$9,599,104.01	\$11,019,910.45	\$8,328,754.42	\$605,448.50
Santa Clara River	\$9,918,336.17	\$411,701.32	\$345,359.27	\$307,937.00	\$16,483,485.00
South Santa Monica Bay	\$15,795,846.70	\$17,755,551.64	\$16,492,876.00	\$6,738,702.00	\$540,588.00
Upper Los Angeles River	\$41,828,907.67	\$41,334,907.72	\$44,209,808.09	\$28,946,171.71	\$14,561,988.00
Upper San Gabriel River	\$15,693,658.00	\$17,034,857.00	\$6,517,522.00	\$402,343.00	\$411,470.00
<b>Grand Total</b>	<b>\$147,520,876.20</b>	<b>\$130,181,348.15</b>	<b>\$111,785,932.13</b>	<b>\$60,399,575.57</b>	<b>\$44,736,066.18</b>

**Table 1-3. Total funding budgeted and currently projected for the Infrastructure Program\* by Supervisorial District**

Supervisorial District	FY24-25 Budget	FY25-26 Projection	FY26-27 Projection	FY27-28 Projection	FY28-29 Projection
1	\$32,060,791.00	\$33,348,922.00	\$25,724,007.00	\$15,276,822.00	\$375,280.00
2	\$26,341,885.50	\$19,374,527.50	\$9,210,341.00	\$2,618,763.00	\$2,179,262.00
3	\$15,327,562.49	\$15,548,345.41	\$23,322,486.98	\$15,233,796.24	\$13,769,131.68
4	\$38,215,179.18	\$39,546,048.00	\$35,385,200.40	\$18,212,139.00	\$8,653,167.00
5	\$28,945,208.00	\$16,680,856.00	\$13,237,835.00	\$5,348,400.00	\$16,519,757.50
<b>Grand Total</b>	<b>\$138,945,976.99</b>	<b>\$124,498,698.91</b>	<b>\$106,879,870.38</b>	<b>\$56,689,920.24</b>	<b>\$41,496,598.18</b>

\*Scientific Studies were not included as some studies may span over several Supervisorial Districts.

**Table 1-4. Total funding budgeted and currently projected by Funding Program**

Funding Program	# of Projects	Total Budgeted & Projected to Date	Total Leveraged Funds	Total 5-yr SIP (FY24-29)	SCW Funding benefitting DACs for 5-yr SIP (FY24-29)
<b>Infrastructure</b>	<b>137</b>	<b>\$935,161,575.73</b>	<b>\$622,365,796.75</b>	<b>\$468,511,064.70</b>	<b>\$377,035,237.90</b>
Projects Approved FY20-21	41	\$375,549,734.03	\$341,929,675.00	\$89,699,535.00	\$83,261,507.00
Projects Approved FY21-22	35 <sup>[1]</sup>	\$223,103,515.00	\$162,999,675.70	\$128,890,974.00	\$107,779,509.00
Projects Approved FY22-23	23 <sup>[2]</sup>	\$73,531,828.00	\$25,504,002.03	\$36,295,114.00	\$28,387,252.00
Projects Approved FY23-24	25	\$160,917,494.40	\$82,384,194.02	\$111,699,935.40	\$106,234,896.40
New Projects Recommended FY24-25	13	\$102,059,004.30	\$9,548,250.00	\$101,925,506.30	\$51,372,073.50
<b>Scientific Studies</b>	<b>48<sup>[3]</sup></b>	<b>\$26,244,127.19</b>	<b>N/A</b>	<b>\$13,412,733.53</b>	<b>N/A</b>
Projects Approved FY20-21	7	\$4,506,367.00	N/A	\$220,650.00	N/A
Projects Approved FY21-22	8	\$5,119,493.85	N/A	\$1,842,441.09	N/A
Projects Approved FY22-23	17	\$5,764,422.86	N/A	\$1,110,855.27	N/A
Projects Approved FY23-24	6	\$6,024,611.48	N/A	\$5,409,555.17	N/A
New Projects Recommended FY24-25	10	\$4,829,232.00	N/A	\$4,829,232.00	N/A
<b>Technical Resources</b>	<b>53</b>	<b>\$33,100,000.00</b>	<b>N/A</b>	<b>\$12,700,000.00</b>	<b>\$900,000.00</b>
Watershed Coordinators	12	\$20,700,000.00	N/A	\$11,500,000.00	\$0.00
Projects Approved FY20-21	14 <sup>[4]</sup>	\$4,300,000.00	N/A	\$0.00	\$0.00
Projects Approved FY21-22	12	\$3,600,000.00	N/A	\$0.00	\$0.00
Projects Approved FY22-23	6	\$1,800,000.00	N/A	\$0.00	\$0.00
Projects Approved FY23-24	5	\$1,500,000.00	N/A	\$0.00	\$0.00
New Projects Recommended FY24-25	4	\$1,200,000.00	N/A	\$1,200,000.00	\$900,000.00
<b>Grand Total</b>	<b>238</b>	<b>\$994,505,702.92</b>	<b>\$622,365,796.75</b>	<b>\$494,623,798.23</b>	<b>\$377,935,237.90</b>

[1] Excludes 2 Projects that were withdrawn by the applicant.

[2] Excludes 1 Project that was withdrawn by the applicant.

[3] Scientific Studies across multiple Watershed Areas are counted individually and represent a total of 18 unique Scientific Studies.

[4] Excludes 2 Concepts that were withdrawn by the applicant.

The suite of 137 approved and recommended Infrastructure Program Projects (new and continuing) represents over \$1.6 billion invested through FY28-29 (\$935M of SCW Regional Program dollars) and will:

- Capture stormwater from over 276,262 acres
- Provide an increase in total 24-hr storage capacity of 4,293<sup>[1]</sup> acre-feet for wet -weather projects
- Provide an increase in annual average stormwater capture of 60,364 acre-feet
- Remove 54 acres of impervious area
- Reduce numerous pollutants and prioritize MS4 compliance
- Leverage nearly \$622M<sup>[1]</sup> in other funding
- Invest nearly \$755M in projects benefiting Disadvantaged Communities
- Be implemented across 52 Municipalities
- Include additional benefits described in the following sections

The ROC recommends all 9 SIPs be approved as is with comments as described below.

## 2 Summary of ROC Comments

Below is a summary of the ROC comments, and additional details are available in the ROC meeting minutes on the website (<https://safecleanwaterla.org/regional-oversight-committee/>).

While a couple ROC members expressed concern about certain recommended SIPs programming relatively large percentages of their funds over the current 5-year period (i.e., less capacity to fund future projects) and the need to further refine/advance certain aspects, there was general acknowledgment that adaptive management to date has been successful. Specifically, continued improvements to community engagement practices, refined processes and tools, iterative guidance documents, and ongoing studies continue to lead the SCW Program and the region in a very positive direction.

- Central Santa Monica Bay (CSMB) SIP  
On July 10, 2024, ROC members expressed concern about the significant financial contributions to the Identifying Best Practices for Maintaining Stormwater Drywell Capacity SS (hereafter referred to as Drywell SS), which

<sup>[1]</sup> Value has decreased compared to FY23-24 SIP because of two additional projects that were withdrawn by the applicants.

spans multiple watersheds. Member Mahmud highlighted the need for a clearer breakdown of costs, referencing a State Water Resources Control Board (SWRCB) drywell report and advocated that further research be conducted on leveraging funds from the Clean Water State Revolving Fund (CWSRF).

Drywell SS project proponent Ali Sharbat (California State Polytechnic University, Pomona) shared efforts to explore leveraging funds from sources like the Department of Education and Nation Science Foundation, but not the CWSRF. Upon inquiry, Sharbat noted that there have not been any applications currently submitted for leverage funding.

Members Romero and Gold noted that the CWSRF primarily supports capital improvement projects and suggested that the Drywell SS may not be eligible for funding under the CWSRF program. Member Gold added that the CWSRF application process is difficult and competitive, and the University may not have the capacity to complete the funding application. Member Camacho recommended that the Drywell SS proponent collaborate with the SWRCB on future initiatives.

Member Mahmud recommended that the Street Sweeping Study, one of the approved Scientific Studies (SS), expand its scope to include methodologies applicable to other cities beyond the City of Los Angeles, as currently proposed. Member Mahmud emphasized the importance of considering differences in project equipment requirements across various municipalities.

CSMB WASC Co-Chair Susie Santilena shared insights about WASC discussions regarding the Street Sweeping SS, highlighting the study's broader applicability beyond the City of Los Angeles jurisdiction and its potential to enhance pollutant removal practices in various municipalities. The CSMB WASC is interested in leveraging shared outcomes from the study and sharing findings with other municipalities.

- Lower Los Angeles River (LLAR) SIP  
On July 10, 2024, the ROC did not have any specific feedback on the LLAR SIP and recommended the SIP for Board consideration. Member Mahmud expressed concern about the high percentage of committed funds over the next 5 years.

- Lower San Gabriel River (LSGR) SIP  
On July 10, 2024, the ROC did not have any specific feedback on the LSGR SIP and recommended the SIP for Board consideration. ROC Chair Faustinos commended the WASC for its set-aside for smaller projects.
- North Santa Monica Bay (NSMB) SIP  
On July 10, 2024, the ROC did not have any specific feedback on the NSMB SIP and recommended the SIP for Board consideration.
- Rio Hondo (RH) SIP  
On July 10, 2024, the ROC did not have any specific feedback on the RH SIP and recommended the SIP for Board consideration.
- Santa Clara River (SCR) SIP  
On August 14, 2024, the ROC did not have any specific feedback on the SCR SIP and recommended the SIP for Board consideration.
- South Santa Monica Bay (SSMB) SIP  
On August 14, 2024, the ROC did not have any specific feedback on the SSMB SIP and recommended the SIP for Board consideration.
- Upper Los Angeles River (ULAR) SIP  
On August 14, 2024, the ROC did not have any specific feedback on the ULAR SIP and recommended the SIP for Board consideration.
- Upper San Gabriel River (USGR) SIP  
On August 14, 2024, ROC members expressed concerns over the artificial turf components of the Finkbiner Park Stormwater Capture Project. Committee Members noted that the artificial turf component of the project appears misaligned with SCW Program goals and discouraged its use in future projects. USGR Chair Julie Carver shared that the WASC requested the project proponent to revisit plans to avoid using artificial turf.
- General SCW Program Recommendations (from July 10, 2024 and August 14, 2024 meetings of the ROC)

- Public Works staff should include in the WASC transmittals more explicit references and links for ROC members interested in additional level of detail, including more details on the PMRs.
- Input received from the ROC and WASC through Watershed Planning efforts should be used to inform upcoming project cycles.
- The ROC should be able to engage with project developers, possibly through workshops, to strengthen the PMR process. Public Works staff should facilitate opportunities for ROC members to engage with project developers at the WASC-level.
- Public Works staff should consider additional guidance (and corresponding clarity in the SIP tool) related to projected/earmarked funding.
- Future agendas should include discussion of Scientific Studies, including the nexus between water quality and water supply projects in the SIPs, relation to the County's Water Plan, and the use of the MMS Executive Summary's scientific data.
- Future agendas should include discussion on the outcomes of SS and the integration of SCW Regional and Municipal Programs, noting that the two programs are both interconnected to investments in the same Watershed Areas.
- Public Works should expand its efforts to support municipalities and to share and develop scientific knowledge.
- Public Works should regularly communicate how watershed planning will inform future iterations of the Scoring Criteria, beyond the anticipated next revisions for Spring 2025.
- Public Works should consider transmission of recommended SIPs to the ROC Members as they become available (in order to initiate/stagger review).

## 3 Achievement of Safe, Clean Water Program Goals

LACFCD Code Ch18.04 identifies the various goals of the Safe, Clean Water Program. The following sections summarize how the recommended SIPs achieve these goals.

### 3.1 Project Benefits – Water Quality, Water Supply and Community Investment

The scoring committee evaluated the benefits provided by each project including Water Quality Benefits, Water Supply Benefits, Community Investment Benefits, Nature-Based Solutions, and Leveraging Funds and Community Support as defined in the Project Scoring Criteria in the Feasibility Study Guidelines. As shown in the web plot below, all 5 scored benefit categories are represented in the proposed Regional Program budget, with water quality being the core benefit.

#### Overall Scoring Category Distribution



Below are tables that summarize the information collected through the Projects Module and Project Dashboard for the Infrastructure Program Projects included in the recommended SIPs. The numbers represent the number of Infrastructure Program Projects providing the benefit. This includes the overall scoring category distributions and an overview of the Water Quality, Water Supply, and Community Investment Benefits, including both new and continuing projects.

**Table 3-1. Summary of estimated benefits for IP Projects**

Number of Benefits Provided by Infrastructure Program Projects	
<b>Primary Pollutant Addressed</b>	
69	Zinc
17	Bacteria
6	Nitrogen
45	Other*
<b>Water Supply Benefits</b>	
72	Connected to Aquifer
21	Sends to WW Treatment Plant for Reuse
40	Uses Water Onsite
<b>Community Investment Benefits</b>	
117	Reduces Heat Island Effect
109	Provides Recreational Opportunities
122	Increases Shade and Trees
109	Improves Flood Protection
42	Improves Waterways Access
116	Enhances Habitat or Park Space
29	Enhances Green Spaces at Schools
<b>Nature-Based Solutions</b>	
132	Mimics Natural Processes
129	Uses Natural Materials
<b>Leveraging Funds</b>	
99	Leverages Shared Funds

\*Primary Pollutant Addressed does not apply to Dry Weather Projects. "Other" includes Dry Weather Projects, Copper, Lead, Toxics, Phosphorus, and Chlorides.



**Table 3-2. Summary of IP Project attributes to date**

Watershed Area	Area Managed by Project (acres)	*24-hr Capacity (acre-feet)	Annual Average Stormwater Capture (acre-feet)
Central Santa Monica Bay	78,085	146	7,410
Lower Los Angeles River	29,387	200	2,415
Lower San Gabriel River	40,582	350	4,850
North Santa Monica Bay	1,889	6	1,024
Rio Hondo	67,500	94	2,300
Santa Clara River	2,457	65	1,014
South Santa Monica Bay	27,690	488	2,393
Upper Los Angeles River	21,324	2,633	36,347
Upper San Gabriel River	7,348	311	2,612
<b>Grand Total</b>	<b>276,262</b>	<b>4,293</b>	<b>60,364</b>

\*24-hr Capacity is for wet weather projects only.

## 3.2 Leveraged Funds and Community Support

Below is a summary of SCW funding allocations, leveraged funds, and community support (program wide), including both new and continuing Infrastructure Program Projects.

**Table 3-3. Summary of IP Project funding allocations, leveraged funds, and community support to date**

Watershed Area	Total SCW Funding Allocated	Total Leveraged Funds	Number of Projects	Number of Projects with Community Support*
Central Santa Monica Bay	\$109,023,241.00	\$143,111,986.01	14	14
Lower Los Angeles River	\$101,780,777.40	\$68,283,831.44	13	10
Lower San Gabriel River	\$96,504,746.00	\$64,257,850.00	20	14
North Santa Monica Bay	\$4,222,448.80	\$8,351,450.01	4	3
Rio Hondo	\$74,406,048.50	\$47,690,997.22	17	16
Santa Clara River	\$41,467,268.00	\$15,887,500.01	4	1
South Santa Monica Bay	\$120,453,844.00	\$46,703,449.05	16	11
Upper Los Angeles River	\$278,809,157.03	\$190,322,975.01	35	27
Upper San Gabriel River	\$108,494,045.00	\$37,755,758.00	14	14
<b>Grand Total</b>	<b>\$935,161,575.73</b>	<b>\$622,365,796.75</b>	<b>137</b>	<b>110</b>

\*Reminder: "Community Support" means that the project received points from the Scoring Committee for demonstrating such support via meaningful engagement, partnerships with NGOs/CBOs, and community support documentation. Where the number of projects with community support differs from the total number of projects, it does not equate to opposition of a project.

### 3.3 Disadvantaged Communities (DAC) Benefits

*Compliant with LACFCD Code Ch18.07.B.2.c.*

Below is an overview of SCW funding allocated toward Infrastructure Program Projects that provide DAC Benefits, including both new and continuing projects. To better assist with and standardize this determination in the future, Los Angeles County Public Works (PW) staff developed interim guidance for implementing Disadvantage Community Policies in the Regional Program. The latest Interim guidance is available on our website (<https://safecleanwaterla.org/what-we-do/adaptive-management/>).

**Table 3-4. Summary of SCW funding allocated towards IP Projects that provide DAC Benefits**

Watershed Area	Total SCW Funding Allocated FY24-29	Summary of DAC Funding FY24-29	DAC Ratio*	Required Funding for DACs FY24-29 (110%)
Central Santa Monica Bay	\$50,205,978.00	\$37,205,978.00	45 %	\$24,846,436.45
Lower Los Angeles River	\$55,028,213.40	\$55,028,213.40	67 %	\$40,797,917.41
Lower San Gabriel River	\$39,042,604.00	\$27,051,363.00	22 %	\$9,242,165.22
North Santa Monica Bay	\$2,972,448.80	\$0.00	0 %	\$0.00
Rio Hondo	\$40,203,335.50	\$36,567,113.50	33 %	\$14,571,698.95
Santa Clara River	\$25,223,046.00	\$25,223,046.00	12 %	\$3,426,550.80
South Santa Monica Bay	\$55,039,870.00	\$25,611,865.00	30 %	\$18,441,658.84
Upper Los Angeles River	\$163,797,541.00	\$151,767,577.00	45 %	\$81,259,960.09
Upper San Gabriel River	\$36,998,028.00	\$18,580,082.00	22 %	\$9,140,732.80
<b>Grand Total</b>	<b>\$468,511,064.70</b>	<b>\$377,035,237.90</b>		<b>\$201,727,120.56</b>

\*These figures are based on 2020 US Census data; will be updated periodically.

As shown, the total Safe, Clean Water Funds benefiting DAC over a rolling 5-year period for the recommended SIP exceeds the required minimum funding for DACs for each Watershed Area.

### 3.4 Project Types and Sizes

Below is a summary of project types and a table of the total capture area in acres for the new and continuing Infrastructure Program (IP) Projects included in the recommended SIPs.

**Table 3-5. Summary of IP Project types to date**

IP Project BMP Type	Number of IP Projects
<b>Dry</b>	<b>29</b>
Biofiltration	1
Bioretention	3
Diversion to Sanitary Sewer	4
Infiltration Facility	6
Infiltration Well	1
Treatment Facility	14
<b>Wet</b>	<b>108</b>
Biofiltration	6
Bioretention	5
Cistern	8
Diversion to Sanitary Sewer	5
Infiltration Facility	40
Infiltration Well	22
Treatment Facility	22
Grand Total	137

**Table 3-6. Summary of IP Project capture area sizes to date**

Capture Area	Number of IP Projects
< 0-200 acres	45
200-1,000 acres	48
> 1,000+ acres	44
Grand Total	137

## 3.5 Nature-Based Solutions

*Compliant with LACFCD Code Ch18.07.B.2.f.*

Of the 137 new and continuing Infrastructure Program Projects included in the SIP that implement Nature-Based Solutions (NBS), 132 mimic natural processes and 129 use natural materials.

**Table 3-7. Summary of Nature-Based Solutions incorporated in IP Projects**

Nature-based Solutions	
Solution	Count
Mimics Natural Processes	132
Uses Natural Materials	129

Mimics Natural Process: Implements natural processes or mimics natural processes to slow, detain, capture, and absorb/infiltrate water in a manner that protects, enhances and/or restores habitat, green space and/or usable open space.

Uses Natural Materials: Utilizes natural materials such as soils and vegetation with a preference for native vegetation.

For reference, PW previously developed interim guidance related to developing and programming Nature-Based Solutions. The latest Interim guidance is available on our website (<https://safecleanwaterla.org/what-we-do/adaptive-management/>).

### 3.6 Long Term Planning Considerations

The WASCs incorporated long term planning by considering anticipated future construction costs for continuing and new projects during SIP development. Additionally, there was enhanced coordination with Watershed Coordinators, as well as collaboration/integration with certain other regional resources and or needs assessments, such as the Disadvantaged Community Involvement Program. This coordination, collaboration, and partnership will continue to grow for future rounds in tandem with PW's current Metrics and Monitoring Study, to ensure the most effective adaptive management as well as proactive planning and tracking for the long-term.

The projects included in the recommended SIP were selected based on the results from the Preliminary Ranking Worksheet and robust discussion of Project benefits, anticipated future funding requests, and available funding. The future anticipated construction costs were estimated and confirmed by project applicants and actual future SCW funding requests for construction may differ due to updated project estimates, leveraged funding, awarded grants, or local match.

In addition, the annual Operations and Maintenance (O&M) projections provided in the Project applications for the new and continuing Projects were included in the SIP tool to assist decision making.

### 3.7 Other Safe, Clean Water Program Goals

Below is a summary of other SCW goals and how they were addressed:

- **Investment in independent scientific research**

Below is a summary of the new and continuing Scientific Studies and the total SCW Funding allocations for FY24-29.

**Table 3-8. New and continuing Scientific Studies SCW Funding allocations**

Scientific Studies	Total 5-yr SIP (FY24-29)
<b>FY20-21</b>	<b>\$220,650.00</b>
preSIP: A Platform for Watershed Science and Project Collaboration	\$220,650.00
<b>FY21-22</b>	<b>\$1,842,441.09</b>
Fire Effects Study in the ULAR Watershed Management Area	\$417,224.00
Regional Pathogen Reduction Study	\$1,425,217.09
<b>FY22-23</b>	<b>\$1,110,855.27</b>
Microplastics in LA County Stormwater	\$304,601.00
Regional Pathogen Reduction Study	\$806,254.27
<b>FY23-24</b>	<b>\$5,409,555.17</b>
Ground truth: guiding a soils-based strategy for impactful nature-based solutions	\$229,869.00
Regional Pathogen Reduction Study	\$4,879,686.17
Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel	\$300,000.00
<b>FY24-25</b>	<b>\$4,829,232.00</b>
Identifying Best Practices for Maintaining Stormwater Drywell Capacity	\$4,542,582.00
Street Sweeping Study	\$286,650.00
<b>Grand Total</b>	<b>\$13,412,733.53</b>

- **Benefits to Municipalities**

Recommended Projects to date are distributed throughout the Watershed Area to help ensure compliance with this rolling 5-year criterion in future years. The WASC utilized PW's GIS Reference Map tool to help assess multi-benefit projects across the watershed areas and the region and aid in the development of the SIPs. The GIS Spatial Data Library includes numerous spatial datasets that highlight water quality, water supply, and community investment benefit opportunities. While more data will continue to be collected to track this going forward, the current number of new and continuing Infrastructure Program Projects located within each Municipality is below. See the specific SIP transmittal for details on municipality benefits within that Watershed Area in proportion to the tax collected within that jurisdiction. PW intends to develop guidance for evaluating and tracking municipality benefits in future years.

**Table 3-9. Summary of IP Project Municipality locations**

Municipality	Number of IP Projects located within Municipality
Agoura Hills	1
Alhambra	2
Arcadia	1
Artesia	1
Baldwin Park	1
Bell Gardens	1
Bellflower	3
Beverly Hills	1
Carson	1
Cerritos	1
Claremont	1
Covina	1
Culver City	3
Downey	3
Duarte	1
El Monte	6
Glendale	2
Glendora	3
Hermosa Beach	1
Huntington Park	1
Inglewood	1
La Canada Flintridge	1
La Habra Heights	1
La Mirada	1
La Puente	1
La Verne	1
Lakewood	2
Lawndale	1
Lomita	1
Long Beach	7
Los Angeles	29
Lynwood	2
Manhattan Beach	1
Monrovia	2
Monterey Park	1
Norwalk	1
Paramount	3
Pasadena	5
Pomona	1
Redondo Beach	2
Rosemead	1
San Dimas	2
San Fernando	1
San Gabriel	1

Municipality	Number of IP Projects located within Municipality
Santa Clarita	2
Santa Monica	1
Signal Hill	1
South El Monte	2
South Gate	1
Torrance	4
Unincorporated (Los Angeles County)	20
Whittier	2
Grand Total	137

- **Implement an iterative planning and evaluation process to ensure adaptive management**

To ensure adaptive management, the WASC shall review the Infrastructure Program Project Developers' semi-annual progress and expenditure reports and the annual summary reports to evaluate whether the schedules, budgets, scopes and expected benefits have significantly changed and remain consistent with the SCW Program Goals. Programs and Projects that are over budget or behind schedule, or that demonstrate reduced or revised scope of benefits, may be adjusted or removed from future SIPs. The Benefits Dashboard and the Reporting modules that track project benefits, metrics, expenditures and progress reports are available via the SCW Portal (<https://portal.safecleanwaterla.org/scw-reporting/map>).

As part of the ongoing adaptive management of the SCW Program, the 2022 Interim Guidance (Guidance) has been developed by PW, with extensive input from stakeholders, for the following areas:

- Strengthening Community Engagement and Support
- Water Supply
- Programming Nature Based Solutions
- Implementing Disadvantaged Community Policies in the Regional Program

Additional issues warranting further guidance may be considered in the future. The next round of guidance may incorporate, as appropriate, findings of the PW-led Metrics and Monitoring Study and the associated Disadvantaged Community and Community Enhancement White Paper (currently anticipated to be completed in late 2023), as well as ongoing work with Watershed Coordinators, the Watershed Area Steering Committees, and WHAM coordination efforts, among others.



- **Promote green jobs and career pathways**

Involvement in the WHAM Workforce Development Subcommittee helps with the goal of creating equitable career opportunities within the infrastructure fields and improving and aligning both municipal- and private-sector career pathways and retention efforts. The Workforce Development Subcommittee workplan outlines tasks to foster a skilled workforce to support the development of a climate resilient future. Climate resilient jobs contribute to the creation of sustainable and resilient communities by prioritizing the hiring and training of individuals with barriers to employment. The new project investments are creating jobs, the effort is being supplemented with the development of programs to connect people with jobs and provide training.

- **Ensure ongoing operation and maintenance of projects**

All Projects included in the recommended SIP may (and are expected to, unless noted otherwise) request additional funding for operations and maintenance for a minimum useful life of 30 years and monitoring for 3-years post-construction. PW intends for future SIPs to capture this in the projections as appropriate.

## 4 Recommendation

The ROC recommends the Board of Supervisors approve the following FY24-25 Regional Program Budgets for each Watershed Area and authorize the LA County Flood Control District to allocate funds (and conduct all related business) to each respective SCW Fund and then to each approved recipient.

**Table 4-1. Recommended Regional Program budget for the FY24-25**

Watershed Area	FY24-25 Regional Program Budget	ROC Recommendation
Central Santa Monica Bay	\$20,318,758.31	Recommended as is
Lower Los Angeles River	\$9,247,101.54	Recommended as is
Lower San Gabriel River	\$20,351,842.03	Recommended as is
North Santa Monica Bay	\$1,497,274.10	Recommended as is
Rio Hondo	\$12,869,151.68	Recommended as is
Santa Clara River	\$9,918,336.17	Recommended as is
South Santa Monica Bay	\$15,795,846.70	Recommended as is
Upper Los Angeles River	\$41,828,907.67	Recommended as is
Upper San Gabriel River	\$15,693,658.00	Recommended as is
Grand Total	\$147,520,876.20	

The adaptive management of the SCW Program continues to effectively advance the Regional Program while refining guidance, processes, and tools that will further maximize SCW Program Goals, demonstrate/report on Goals and metrics, and facilitating enhanced planning for the long term. The regional investments to date address the urgent and growing needs in our communities and in our region. More than ever, investments in creative and innovative solutions are now being made for a resilient future. Overall, the SCW Program Goals are being achieved, and the program is implementing a variety of multi-benefit infrastructure projects that improve water quality, increase local water supply, enhance our communities, and improve public health.

Attachment A  
Summary of Regional Program Stormwater Investment Plans

Project Name	Project Lead	FY20-21 Disbursements	FY21-22 Disbursements	FY22-23 Disbursements	FY23-24 Disbursements	FY24-25 Budget	FY25-26 Projection	FY26-27 Projection	FY27-28 Projection	FY28-29 Projection	Total Projected to Date
<b>Central Santa Monica Bay</b>		\$11,537,500.00	\$16,762,500.00	\$19,914,581.75	\$14,299,675.65	\$20,318,758.31	\$15,973,420.91	\$12,524,741.38	\$2,410,994.49	\$2,663,850.00	\$116,406,022.49
<b>FY20-21</b>		\$11,537,500.00	\$13,462,500.00	\$13,497,900.00	\$5,097,900.00	\$6,347,918.00	\$4,400,000.00	\$3,400,000.00	\$400,000.00	\$400,000.00	\$58,543,718.00
Infrastructure Project		\$10,837,500.00	\$13,062,500.00	\$13,097,900.00	\$4,697,900.00	\$5,947,918.00	\$4,000,000.00	\$3,000,000.00	\$0.00	\$0.00	\$54,643,718.00
Beverly Hills Burton Way Green Street and Water Efficient Landscape Project	City of Beverly Hills (Derek Nguyen)	\$2,500,000.00	\$2,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000,000.00
Culver City Mesmer Low Flow Diversion	City of Culver City	\$237,500.00	\$712,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00
Ladera Park Stormwater Improvements Project	Los Angeles County Public Works	\$1,000,000.00	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00
MacArthur Lake Rehabilitation Project	City of Los Angeles, Bureau of Sanitation	\$2,000,000.00	\$2,000,000.00	\$9,397,900.00	\$4,697,900.00	\$5,947,918.00	\$4,000,000.00	\$3,000,000.00	\$0.00	\$0.00	\$31,043,718.00
Monteith Park and View Park Green Alley Stormwater Improvements Project	Los Angeles County Public Works	\$1,400,000.00	\$3,150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,550,000.00
Sustainable Water Infrastructure Project	City of Santa Monica	\$2,500,000.00	\$2,500,000.00	\$2,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,500,000.00
Washington Boulevard Stormwater and Urban Runoff Diversion	City of Culver City	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,600,000.00
Technical Resource		\$700,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$3,900,000.00
Central Santa Monica Bay Watershed Coordinators WC: TBD	Los Angeles County Flood Control District	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$3,600,000.00
Edward Vincent Junior Park Stormwater Improvements Project	City of Inglewood	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
<b>FY21-22</b>			\$3,300,000.00	\$3,733,831.00	\$4,966,082.00	\$8,473,468.00	\$6,726,063.00	\$0.00	\$0.00	\$0.00	\$27,199,444.00
Infrastructure Project			\$3,000,000.00	\$3,733,831.00	\$4,966,082.00	\$8,473,468.00	\$6,726,063.00	\$0.00	\$0.00	\$0.00	\$26,899,444.00
Ballona Creek TMDL Project	City of Los Angeles, LA Sanitation and Environment		\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$6,500,000.00	\$6,500,000.00	\$0.00	\$0.00	\$0.00	\$22,000,000.00
Slauson Connect Clean Water Project	Slauson Connect Clean Water Partnership – powered by Corvias Infrastructure Solutions and Geosyntec Consultants		\$0.00	\$733,831.00	\$1,966,082.00	\$1,973,468.00	\$226,063.00	\$0.00	\$0.00	\$0.00	\$4,899,444.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Syd Kronenthal Park Stormwater Capture Project	City of Culver City		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
<b>FY22-23</b>				\$2,682,850.75	\$3,415,584.50	\$4,300,091.25	\$3,598,941.00	\$100,000.00	\$0.00	\$0.00	\$14,097,467.50
Infrastructure Project				\$2,108,550.00	\$3,140,000.00	\$4,223,941.00	\$3,598,941.00	\$100,000.00	\$0.00	\$0.00	\$13,171,432.00
Angeles Mesa Green Infrastructure Corridor Project	City of Los Angeles, LA Sanitation and Environment			\$573,550.00	\$530,000.00	\$3,598,941.00	\$3,598,941.00	\$100,000.00	\$0.00	\$0.00	\$8,401,432.00
Edward Vincent Jr. Park Stormwater Improvements Project	City of Inglewood			\$1,035,000.00	\$2,610,000.00	\$625,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,270,000.00
Ladera Heights - W Centinela Ave Green Improvement	Los Angeles County Public Works			\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00
Scientific Study				\$274,300.75	\$275,584.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$0.00	\$626,035.50
Community Garden Stormwater Capture Investigation	Los Angeles Community Garden Council			\$189,142.00	\$189,142.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$378,284.00
Microplastics in LA County Stormwater	Dr. Andrew Gray, University of California Riverside			\$85,158.75	\$86,442.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$0.00	\$247,751.50
Technical Resource				\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Fern Dell Restoration and Stormwater Capture Project	Friends of Griffith Park			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
<b>FY23-24</b>					\$820,109.15	\$545,764.06	\$621,654.91	\$4,811,364.38	\$107,432.49	\$0.00	\$6,906,324.99
Infrastructure Project					\$173,000.00	\$216,000.00	\$339,000.00	\$4,504,000.00	\$0.00	\$0.00	\$5,232,000.00
Imperial Highway Green Infrastructure Project	City of Los Angeles, Department of Public Works, LA Sanitation and Environment				\$173,000.00	\$216,000.00	\$339,000.00	\$4,504,000.00	\$0.00	\$0.00	\$5,232,000.00
Scientific Study					\$47,109.15	\$329,764.06	\$282,654.91	\$307,364.38	\$107,432.49	\$0.00	\$1,074,324.99
Regional Pathogen Reduction Study	Gateway Water Management Authority				\$47,109.15	\$329,764.06	\$282,654.91	\$307,364.38	\$107,432.49	\$0.00	\$1,074,324.99
Technical Resource					\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00
Blackwelder Tract Community Greenbelt BMPs and Landscape Improvement	Michael Berns				\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Hollywood Bowl Stormwater Quality Improvement and Sustainability Project	Mark Ladd, Hollywood Bowl Operations (mladd@laphil.org)				\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
<b>FY24-25</b>						\$651,517.00	\$626,762.00	\$4,213,377.00	\$1,903,562.00	\$2,263,850.00	\$9,659,068.00
Infrastructure Project						\$500,328.00	\$464,591.00	\$4,109,841.00	\$1,822,625.00	\$2,179,262.00	\$9,076,647.00
Baldwin Vista Green Streets Project	City of Los Angeles, Department of Public Works, LA Sanitation and Environment (LASAN)					\$500,328.00	\$464,591.00	\$4,109,841.00	\$1,822,625.00	\$2,179,262.00	\$9,076,647.00
Scientific Study						\$151,189.00	\$162,171.00	\$103,536.00	\$80,937.00	\$84,588.00	\$582,421.00
Identifying Best Practices for Maintaining Stormwater Drywell Capacity	California State Polytechnic University, Pomona					\$79,989.00	\$81,181.00	\$82,176.00	\$80,937.00	\$84,588.00	\$408,871.00
Street Sweeping Study	City of Los Angeles					\$71,200.00	\$80,990.00	\$21,360.00	\$0.00	\$0.00	\$173,550.00
<b>Lower Los Angeles River</b>		\$9,800,000.00	\$12,964,999.00	\$13,142,448.96	\$13,075,234.00	\$9,247,101.54	\$16,476,261.57	\$12,360,930.91	\$10,478,104.00	\$8,681,755.00	\$106,360,332.98
<b>FY20-21</b>		\$9,800,000.00	\$7,200,000.00	\$5,000,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$23,200,000.00
Infrastructure Project		\$9,000,000.00	\$7,000,000.00	\$4,800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800,000.00
John Anson Ford Park Infiltration Cistern	City of Bell Gardens	\$8,000,000.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000,000.00
Long Beach Municipal Urban Stormwater Treatment (LB MUST) - Phase 1	City of Long Beach	\$1,000,000.00	\$5,000,000.00	\$4,800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,800,000.00
Technical Resource		\$800,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$2,400,000.00
Lower Los Angeles River Watershed Coordinator WC: TBD	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,800,000.00
Parque Dos Rios Bioswale	Watershed Conservation Authority	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Willow Springs Park: Wetland Restoration Expansion	City of Long Beach	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
<b>FY21-22</b>			\$5,764,999.00	\$3,393,664.00	\$1,346,000.00	\$4,768,817.00	\$5,748,803.00	\$0.00	\$0.00	\$0.00	\$21,022,283.00
Infrastructure Project			\$5,689,999.00	\$3,393,664.00	\$1,346,000.00	\$4,768,817.00	\$5,748,803.00	\$0.00	\$0.00	\$0.00	\$20,947,283.00
Compton Blvd Et. Al. Project	Los Angeles County		\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00
Furman Park Stormwater Capture and Infiltration Project	City of Downey		\$606,386.00	\$893,664.00	\$1,000,000.00	\$4,422,817.00	\$5,402,803.00	\$0.00	\$0.00	\$0.00	\$12,325,670.00
Lynwood City Park Stormwater Capture Project	City of Lynwood		\$1,691,629.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,691,629.00
Spane Park	City of Paramount		\$891,984.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$891,984.00
Urban Orchard Project	City of South Gate		\$2,200,000.00	\$2,200,000.00	\$346,000.00	\$346,000.00	\$346,000.00	\$0.00	\$0.00	\$0.00	\$5,438,000.00
Scientific Study			\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00
Gateway Area Pathfinding Analysis (GAP Analysis)	Gateway Water Management Authority		\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00
<b>FY22-23</b>				\$4,748,784.96	\$1,856,401.00	\$679,209.54	\$820,810.57	\$877,179.51	\$800,000.00	\$0.00	\$9,782,385.58
Infrastructure Project				\$4,399,783.00	\$1,533,056.00	\$400,000.00	\$600,000.00	\$800,000.00	\$800,000.00	\$0.00	\$8,532,839.00
Apollo Park Stormwater Capture Project	City of Downey			\$1,699,583.00	\$1,133,056.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,832,639.00
Salt Lake Park Infiltration Cistern	City of Huntington Park			\$1,500,000.00	\$400,000.00	\$400,000.00	\$600,000.00	\$800,000.00	\$800,000.00	\$0.00	\$4,500,000.00
Willow Springs Park Wetland Restoration and Expansion Project	City of Long Beach			\$1,200,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200,200.00
Scientific Study				\$349,001.96	\$323,345.00	\$279,209.54	\$220,810.57	\$77,179.51	\$0.00	\$0.00	\$1,249,546.58

Attachment A  
Summary of Regional Program Stormwater Investment Plans

Gateway Area Pathfinding Analysis (GAP Analysis) - Phase 2	Gateway Water Management Authority			\$230,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,000.00
Microplastics in LA County Stormwater	Dr. Andrew Gray, University of California Riverside			\$85,158.75	\$86,442.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$0.00	\$247,751.50
Regional Pathogen Reduction Study	Gateway Water Management Authority			\$33,843.21	\$236,902.50	\$203,059.29	\$220,810.57	\$77,179.51	\$0.00	\$0.00	\$771,795.08
FY23-24					\$9,672,833.00	\$3,019,086.00	\$8,375,467.00	\$7,679,407.40	\$1,000,000.00	\$0.00	\$29,746,793.40
Infrastructure Project					\$9,456,564.00	\$2,789,217.00	\$8,375,467.00	\$7,679,407.40	\$1,000,000.00	\$0.00	\$29,300,655.40
Long Beach Municipal Urban Stormwater Treatment (LB MUST) - Phase 2	City of Long Beach				\$0.00	\$2,689,217.00	\$2,964,559.00	\$3,733,751.00	\$1,000,000.00	\$0.00	\$10,387,527.00
Spane Park	City of Paramount				\$9,456,564.00	\$100,000.00	\$5,410,908.00	\$3,945,656.40	\$0.00	\$0.00	\$18,913,128.40
Scientific Study					\$216,269.00	\$229,869.00	\$0.00	\$0.00	\$0.00	\$0.00	\$446,138.00
Ground truth: guiding a soils-based strategy for impactful nature-based solutions	TreePeople				\$216,269.00	\$229,869.00	\$0.00	\$0.00	\$0.00	\$0.00	\$446,138.00
FY24-25						\$579,989.00	\$1,331,181.00	\$3,604,344.00	\$8,478,104.00	\$8,481,755.00	\$22,608,871.00
Infrastructure Project						\$500,000.00	\$1,250,000.00	\$3,522,168.00	\$8,397,167.00	\$8,397,167.00	\$22,200,000.00
Lynwood City Park Stormwater Capture Project	City of Lynwood					\$500,000.00	\$1,250,000.00	\$3,522,168.00	\$8,397,167.00	\$8,397,167.00	\$22,200,000.00
Scientific Study						\$79,989.00	\$81,181.00	\$82,176.00	\$80,937.00	\$84,588.00	\$408,871.00
Identifying Best Practices for Maintaining Stormwater Drywell Capacity	California State Polytechnic University, Pomona					\$79,989.00	\$81,181.00	\$82,176.00	\$80,937.00	\$84,588.00	\$408,871.00
Lower San Gabriel River		\$7,260,594.00	\$16,384,694.00	\$14,913,072.75	\$20,699,552.04	\$20,351,842.03	\$11,065,596.24	\$7,803,705.85	\$2,285,010.71	\$284,588.00	\$101,048,655.62
FY20-21		\$7,260,594.00	\$11,926,907.00	\$9,621,433.00	\$3,621,433.00	\$8,343,538.00	\$5,540,000.00	\$5,530,000.00	\$200,000.00	\$200,000.00	\$52,243,905.00
Infrastructure Project		\$7,060,594.00	\$11,726,907.00	\$9,421,433.00	\$3,421,433.00	\$8,143,538.00	\$5,340,000.00	\$5,330,000.00	\$0.00	\$0.00	\$50,443,905.00
Adventure Park Multi Benefit Stormwater Capture Project	Los Angeles County Public Works	\$2,000,000.00	\$5,500,000.00	\$6,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,500,000.00
Bolivar Park	City of Lakewood	\$473,000.00	\$198,225.00	\$198,225.00	\$198,225.00	\$198,225.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,265,900.00
Caruthers Park	City of Bellflower	\$147,000.00	\$177,000.00	\$177,000.00	\$177,000.00	\$177,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$855,000.00
El Dorado Regional Project	City of Long Beach	\$900,000.00	\$2,100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000,000.00
Hermosillo Park	City of Norwalk	\$2,240,000.00	\$1,860,000.00	\$0.00	\$0.00	\$5,340,000.00	\$5,340,000.00	\$5,330,000.00	\$0.00	\$0.00	\$20,110,000.00
Mayfair Park	City of Lakewood	\$253,225.00	\$253,225.00	\$253,225.00	\$253,225.00	\$253,225.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,266,125.00
Skylinks Golf Course at Wardlow Stormwater Capture Project	City of Long Beach	\$1,047,369.00	\$1,638,457.00	\$2,792,983.00	\$2,792,983.00	\$2,175,088.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,446,880.00
Technical Resource		\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,800,000.00
Lower San Gabriel River Watershed Coordinator WC: TBD	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,800,000.00
FY21-22			\$4,457,787.00	\$467,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,924,987.00
Infrastructure Project			\$4,082,787.00	\$467,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,549,987.00
Bellflower Simms Park Stormwater Capture Project	City of Bellflower		\$2,141,987.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,141,987.00
Cerritos Sports Complex	City of Cerritos		\$1,940,800.00	\$467,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,408,000.00
Scientific Study			\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00
Gateway Area Pathfinding Analysis (GAP Analysis)	Gateway Water Management Authority		\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Sorensen Park Multi-Benefit Stormwater Capture Project	Los Angeles County Public Works		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY22-23				\$4,824,439.75	\$5,602,012.50	\$5,591,720.25	\$0.00	\$0.00	\$0.00	\$0.00	\$16,018,172.50
Infrastructure Project				\$4,509,281.00	\$5,515,570.00	\$5,515,570.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,540,421.00
Bellflower Simms Park Stormwater Capture Project (Construction)	City of Bellflower			\$2,635,561.00	\$5,515,570.00	\$5,515,570.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,666,701.00
York Field Stormwater Capture Project	City of Whittier			\$1,873,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,873,720.00
Scientific Study				\$315,158.75	\$86,442.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$0.00	\$477,751.50
Gateway Area Pathfinding Analysis (GAP Analysis) - Phase 2	Gateway Water Management Authority			\$230,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,000.00
Microplastics in LA County Stormwater	Dr. Andrew Gray, University of California Riverside			\$85,158.75	\$86,442.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$0.00	\$247,751.50
FY23-24					\$11,476,106.54	\$1,025,465.78	\$2,093,834.24	\$288,184.85	\$100,728.71	\$0.00	\$14,984,320.12
Infrastructure Project					\$11,256,937.00	\$416,279.00	\$1,828,817.00	\$0.00	\$0.00	\$0.00	\$13,502,033.00
Artesia Park Urban Runoff Capture Project	City of Artesia				\$1,568,876.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,568,876.00
Heartwell Park at Palo Verde Channel Stormwater Capture Project	City of Long Beach				\$1,485,048.00	\$0.00	\$1,828,817.00	\$0.00	\$0.00	\$0.00	\$3,313,865.00
La Habra Heights Stormwater Treatment and Reuse System The Park Hacienda Road	City of La Habra Heights				\$289,069.00	\$416,279.00	\$0.00	\$0.00	\$0.00	\$0.00	\$705,348.00
La Mirada Creek Park Project	City of La Mirada				\$5,752,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,752,200.00
Progress Park Stormwater Capture Project	City of Paramount				\$2,161,744.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,161,744.00
Scientific Study					\$219,169.54	\$609,186.78	\$265,017.24	\$288,184.85	\$100,728.71	\$0.00	\$1,482,287.12
Regional Pathogen Reduction Study	Gateway Water Management Authority				\$44,169.54	\$309,186.78	\$265,017.24	\$288,184.85	\$100,728.71	\$0.00	\$1,007,287.12
Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel	City of Lakewood				\$175,000.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$475,000.00
FY24-25						\$5,391,118.00	\$3,431,762.00	\$1,985,521.00	\$1,984,282.00	\$84,588.00	\$12,877,271.00
Infrastructure Project						\$5,311,129.00	\$3,350,581.00	\$1,903,345.00	\$1,903,345.00	\$0.00	\$12,468,400.00
Heartwell Park at Clark Channel Stormwater Capture Project	City of Long Beach					\$1,432,236.00	\$1,432,236.00	\$0.00	\$0.00	\$0.00	\$2,864,472.00
Independence Park Runoff Capture Facility	City of Downey					\$1,310,458.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,310,458.00
Reservoir Park Stormwater Capture Project	City of Signal Hill					\$951,843.00	\$1,918,345.00	\$1,903,345.00	\$1,903,345.00	\$0.00	\$6,676,878.00
Sorensen Park Multi-Benefit Stormwater Capture Project	Los Angeles County Public Works					\$1,616,592.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,616,592.00
Scientific Study						\$79,989.00	\$81,181.00	\$82,176.00	\$80,937.00	\$84,588.00	\$408,871.00
Identifying Best Practices for Maintaining Stormwater Drywell Capacity	California State Polytechnic University, Pomona					\$79,989.00	\$81,181.00	\$82,176.00	\$80,937.00	\$84,588.00	\$408,871.00
North Santa Monica Bay		\$100,000.00	\$800,000.00	\$604,748.60	\$783,240.22	\$1,497,274.10	\$529,947.74	\$511,078.18	\$501,558.24	\$502,893.68	\$5,830,740.76
FY20-21		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$900,000.00
Technical Resource		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$900,000.00
North Santa Monica Bay Watershed Coordinator WC: TBD	Los Angeles County Flood Control District	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$900,000.00
FY21-22			\$700,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,100,000.00
Infrastructure Project			\$400,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00
Viewridge Road Stormwater Improvements Project	Los Angeles County Public Works		\$400,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Las Virgenes Creek Restoration - Phase III	City of Calabasas		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY22-23				\$104,748.60	\$33,240.22	\$28,491.61	\$30,982.33	\$10,829.20	\$0.00	\$0.00	\$208,291.96



Attachment A  
Summary of Regional Program Stormwater Investment Plans

Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Via Princessa Park	Oliver Cramer		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY22-23				\$815,866.36	\$111,064.53	\$95,198.17	\$103,520.32	\$36,183.27	\$0.00	\$0.00	\$1,161,832.65
Infrastructure Project				\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00
Pico Canyon Park Stormwater Improvements Project	Los Angeles County			\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00
Scientific Study				\$15,866.36	\$111,064.53	\$95,198.17	\$103,520.32	\$36,183.27	\$0.00	\$0.00	\$361,832.65
Regional Pathogen Reduction Study	Gateway Water Management Authority			\$15,866.36	\$111,064.53	\$95,198.17	\$103,520.32	\$36,183.27	\$0.00	\$0.00	\$361,832.65
Technical Resource				\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Jake Kuredjian Park Stormwater Improvements Project	Los Angeles County			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY23-24						\$11,055,619.00	\$8,943,149.00	\$27,000.00	\$27,000.00	\$27,000.00	\$20,079,768.00
Infrastructure Project						\$11,055,619.00	\$8,943,149.00	\$27,000.00	\$27,000.00	\$27,000.00	\$20,079,768.00
Via Princessa Park and Regional BMP Project	Heather Merenda, City of Santa Clarita Environmental Services Division					\$11,055,619.00	\$8,943,149.00	\$27,000.00	\$27,000.00	\$27,000.00	\$20,079,768.00
FY24-25						\$679,989.00	\$81,181.00	\$82,176.00	\$80,937.00	\$84,588.00	\$1,008,871.00
Scientific Study						\$79,989.00	\$81,181.00	\$82,176.00	\$80,937.00	\$84,588.00	\$408,871.00
Identifying Best Practices for Maintaining Stormwater Drywell Capacity	California State Polytechnic University, Pomona					\$79,989.00	\$81,181.00	\$82,176.00	\$80,937.00	\$84,588.00	\$408,871.00
Technical Resource						\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00
Bacteria Mitigation - MTD 1643	City of Santa Clarita					\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Old Orchard Park - PD 0717	Heather Merenda					\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
South Santa Monica Bay		\$14,388,796.00	\$19,998,012.42	\$17,372,264.73	\$17,508,377.86	\$15,795,846.70	\$17,755,551.64	\$16,492,876.00	\$6,738,702.00	\$540,588.00	\$126,591,015.35
FY20-21		\$14,388,796.00	\$12,478,529.00	\$10,220,261.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$38,287,586.00
Infrastructure Project		\$13,574,325.00	\$12,255,375.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,829,700.00
Alondra Park Multi Benefit Stormwater Capture Project	Los Angeles County	\$10,000,000.00	\$10,000,000.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000,000.00
Torrance Airport Storm Water Basin Project, Phase 2	City of Torrance	\$906,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$906,000.00
Wilmington Q Street Local Urban Area Flow Management Project	City of Los Angeles, Bureau of Sanitation	\$2,668,325.00	\$2,255,375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,923,700.00
Scientific Study		\$14,471.00	\$23,154.00	\$20,261.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,886.00
Recalculation of Wet Weather Zinc Criterion	City of Los Angeles Sanitation	\$14,471.00	\$23,154.00	\$20,261.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,886.00
Technical Resource		\$800,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$2,400,000.00
Eastview Park	City of Rancho Palos Verdes	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Harbor City Park Multi-Benefit Stormwater Capture Project	Los Angeles County	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
South Santa Monica Bay Watershed Coordinator WC: TBD	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,800,000.00
FY21-22			\$7,519,483.42	\$5,061,869.98	\$7,933,801.36	\$10,412,027.45	\$8,127,910.64	\$2,500,000.00	\$0.00	\$0.00	\$41,555,092.85
Infrastructure Project			\$6,872,327.00	\$4,717,905.50	\$7,600,932.50	\$10,081,932.50	\$8,072,432.50	\$2,500,000.00	\$0.00	\$0.00	\$39,845,530.00
Carson Stormwater and Runoff Capture Project at Carriage Crest Park	City of Carson		\$207,500.00	\$207,500.00	\$207,500.00	\$207,500.00	\$207,500.00	\$0.00	\$0.00	\$0.00	\$1,037,500.00
South Santa Monica Bay Water Quality Enhancement: 28th Street Storm Drain Infiltration Project	City of Manhattan Beach		\$1,497,100.00	\$4,005,732.50	\$4,005,732.50	\$4,055,732.50	\$4,055,732.50	\$0.00	\$0.00	\$0.00	\$17,620,030.00
Stormwater Basin Expansion Project	City of Torrance		\$4,505,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,505,000.00
Wilmington Neighborhood Greening Project	City of Los Angeles, Bureau of Sanitation and Environment		\$662,727.00	\$504,673.00	\$3,387,700.00	\$5,818,700.00	\$3,809,200.00	\$2,500,000.00	\$0.00	\$0.00	\$16,683,000.00
Scientific Study			\$47,156.42	\$343,964.48	\$332,868.86	\$330,094.95	\$55,478.14	\$0.00	\$0.00	\$0.00	\$1,109,562.85
Regional Pathogen Reduction Study	Gateway Water Management Authority		\$47,156.42	\$343,964.48	\$332,868.86	\$330,094.95	\$55,478.14	\$0.00	\$0.00	\$0.00	\$1,109,562.85
Technical Resource			\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00
Palos Verdes Peninsula Multi-Benefit Flow Diversion Project	City of Rolling Hills Estates		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Prioritization of Parkway BMPs for Dominguez Channel/ Harbors Toxics TMDL	City of Torrance		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY22-23				\$2,090,133.75	\$2,520,717.50	\$1,759,150.25	\$50,500.00	\$46,500.00	\$346,138.00	\$0.00	\$6,813,139.50
Infrastructure Project				\$1,404,975.00	\$2,434,275.00	\$1,683,000.00	\$50,500.00	\$46,500.00	\$346,138.00	\$0.00	\$5,965,388.00
Downtown Lomita Multi-Benefit Stormwater Project	City of Lomita			\$300,000.00	\$149,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$449,300.00
Fulton Playfield Multi-Benefit Infiltration Project	City of Redondo Beach			\$93,000.00	\$2,073,000.00	\$1,683,000.00	\$50,500.00	\$46,500.00	\$346,138.00	\$0.00	\$4,292,138.00
Hermosa Beach Multi-Benefit Parking Lot Greening Project (Lot D)	Hermosa Beach			\$211,975.00	\$211,975.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$423,950.00
West Rancho Dominguez - San Pedro Street Green Improvement	Los Angeles County Public Works			\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00
Scientific Study				\$85,158.75	\$86,442.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$0.00	\$247,751.50
Microplastics in LA County Stormwater	Dr. Andrew Gray, University of California Riverside			\$85,158.75	\$86,442.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$0.00	\$247,751.50
Technical Resource				\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00
City of Lawndale Southern Revitalization Project	City of Lawndale			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Darby Park Multi-Benefit Project	City of Inglewood			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY23-24						\$6,853,859.00	\$2,548,280.00	\$2,743,180.00	\$6,550,280.00	\$1,227,225.00	\$19,922,824.00
Infrastructure Project						\$6,553,859.00	\$2,548,280.00	\$2,743,180.00	\$6,550,280.00	\$1,227,225.00	\$19,622,824.00
Beach Cities Green Streets Project	City of Torrance					\$5,366,953.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,366,953.00
Glen Anderson Park Regional Stormwater Capture Green Streets	City of Redondo Beach					\$391,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$782,000.00
Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance	City of Los Angeles, Department of Public Works, LA Sanitation and Environment					\$282,706.00	\$794,880.00	\$728,280.00	\$794,880.00	\$598,625.00	\$3,199,371.00
Wilmington-Anaheim Green Infrastructure Corridor Project	City of Los Angeles, Department of Public Works, LA Sanitation and Environment					\$513,200.00	\$1,362,400.00	\$2,014,900.00	\$5,755,400.00	\$628,600.00	\$10,274,500.00
Technical Resource						\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Holly Park Multi-Benefit Drought Resiliency and Stormwater Infiltration Project	City of Hawthorne					\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY24-25						\$876,389.00	\$6,633,961.00	\$7,196,096.00	\$4,965,339.00	\$340,588.00	\$20,012,373.00
Infrastructure Project						\$450,000.00	\$6,500,000.00	\$7,100,000.00	\$4,884,402.00	\$256,000.00	\$19,190,402.00
Torrance Airport Stormwater Basin Project	City of Torrance					\$450,000.00	\$6,500,000.00	\$7,100,000.00	\$4,884,402.00	\$256,000.00	\$19,190,402.00
Scientific Study						\$126,389.00	\$133,961.00	\$96,096.00	\$80,937.00	\$84,588.00	\$521,971.00
Identifying Best Practices for Maintaining Stormwater Drywell Capacity	California State Polytechnic University, Pomona					\$79,989.00	\$81,181.00	\$82,176.00	\$80,937.00	\$84,588.00	\$408,871.00
Street Sweeping Study	City of Los Angeles					\$46,400.00	\$52,780.00	\$13,920.00	\$0.00	\$0.00	\$113,100.00
Technical Resource						\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00



Attachment A  
Summary of Regional Program Stormwater Investment Plans

<b>FY23-24</b>						\$5,682,320.95	\$7,176,642.67	\$7,664,368.72	\$15,469,852.09	\$12,820,657.71	\$0.00	\$48,813,842.14
<b>Infrastructure Project</b>						\$5,580,226.00	\$6,461,978.00	\$7,051,799.00	\$14,803,732.00	\$12,587,830.00	\$0.00	\$46,485,565.00
Brookside Park Stormwater Capture Project	City of Pasadena					\$2,198,612.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,198,612.00
California Avenue and Adjacent Streets Stormwater Capture Project	City of Glendale					\$289,810.00	\$2,516,383.00	\$54,902.00	\$54,902.00	\$54,902.00	\$0.00	\$2,970,899.00
Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project	City of Los Angeles, Department of Public Works, StreetsLA					\$1,089,238.00	\$155,599.00	\$3,206,443.00	\$3,181,443.00	\$0.00	\$0.00	\$7,632,723.00
Earvin "Magic" Johnson Park Operation and Maintenance Project	Los Angeles County Public Works					\$325,000.00	\$325,000.00	\$325,000.00	\$325,000.00	\$325,000.00	\$0.00	\$1,625,000.00
Emerald Necklace John Muir High School Campus Natural Infrastructure Improvement Project	Claire Robinson, Amigos de los Rios					\$404,400.00	\$1,117,500.00	\$123,200.00	\$123,200.00	\$123,200.00	\$0.00	\$1,891,500.00
Hollenbeck Park Lake Rehabilitation Project	City of Los Angeles, Department of Public Works, LA Sanitation and Environment					\$482,582.00	\$1,658,979.00	\$1,687,479.00	\$9,247,548.00	\$12,084,728.00	\$0.00	\$25,161,316.00
Sylmar Channel Project	City of Los Angeles, Department of Public Works, LA Sanitation and Environment					\$790,584.00	\$688,517.00	\$1,654,775.00	\$1,871,639.00	\$0.00	\$0.00	\$5,005,515.00
<b>Scientific Study</b>						\$102,094.95	\$714,664.67	\$612,569.72	\$666,120.09	\$232,827.71	\$0.00	\$2,328,277.14
Regional Pathogen Reduction Study	Gateway Water Management Authority					\$102,094.95	\$714,664.67	\$612,569.72	\$666,120.09	\$232,827.71	\$0.00	\$2,328,277.14
<b>FY24-25</b>							\$1,870,374.00	\$1,629,906.00	\$563,662.00	\$568,276.00	\$595,750.00	\$5,227,968.00
<b>Infrastructure Project</b>							\$1,361,402.00	\$1,417,953.00	\$349,222.00	\$356,933.00	\$375,280.00	\$3,860,790.00
Bowtie Demonstration Project	The Nature Conservancy						\$376,402.00	\$375,953.00	\$349,222.00	\$356,933.00	\$375,280.00	\$1,833,790.00
Green Street Demonstration Project on Main Street	City of Alhambra						\$985,000.00	\$1,042,000.00	\$0.00	\$0.00	\$0.00	\$2,027,000.00
<b>Scientific Study</b>							\$208,972.00	\$211,953.00	\$214,440.00	\$211,343.00	\$220,470.00	\$1,067,178.00
Identifying Best Practices for Maintaining Stormwater Drywell Capacity	California State Polytechnic University, Pomona						\$208,972.00	\$211,953.00	\$214,440.00	\$211,343.00	\$220,470.00	\$1,067,178.00
<b>Technical Resource</b>							\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Elephant Hill Open Space and Stormwater Infrastructure Feasibility Study	Save Elephant Hill						\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
<b>Upper San Gabriel River</b>		\$10,919,762.00	\$18,280,067.00	\$27,093,294.00	\$18,459,287.00	\$15,693,658.00	\$17,034,857.00	\$6,517,522.00	\$402,343.00	\$411,470.00	\$114,812,260.00	
<b>FY20-21</b>		\$10,919,762.00	\$10,789,423.00	\$23,512,652.00	\$17,377,894.00	\$8,806,782.00	\$10,200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$82,206,513.00	
<b>Infrastructure Project</b>		\$9,734,762.00	\$10,589,423.00	\$23,312,652.00	\$17,177,894.00	\$8,606,782.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00	\$79,421,513.00	
Barnes Park	City of Baldwin Park	\$1,000,000.00	\$1,500,000.00	\$7,400,000.00	\$4,835,690.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,735,690.00	
Bassett High School Stormwater Capture Multi-Benefit Project	Los Angeles County	\$3,000,000.00	\$7,200,000.00	\$7,000,000.00	\$4,000,000.00	\$0.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00	\$31,200,000.00	
Encanto Park Stormwater Capture Project	City of Monrovia	\$702,860.00	\$827,000.00	\$952,388.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,482,248.00	
Garvey Avenue Grade Separation Drainage Improvement Project	City of El Monte	\$4,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000,000.00	
Pedley Spreading Grounds	East San Gabriel Valley Watershed Management Group (City of San Dimas, City of Claremont, City of Pomona, City of La Verne)	\$102,760.00	\$154,140.00	\$1,330,180.00	\$1,212,120.00	\$26,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,825,900.00	
Wingate Park Regional EWMP Project	City of Covina	\$929,142.00	\$908,283.00	\$6,630,084.00	\$7,130,084.00	\$8,580,082.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,177,675.00	
<b>Scientific Study</b>		\$385,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$385,000.00	
San Gabriel Valley Regional Confirmation of Infiltration Rates	East San Gabriel Valley Watershed Management Group (City of San Dimas, City of Claremont, City of Pomona, City of La Verne)	\$385,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$385,000.00	
<b>Technical Resource</b>		\$800,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$2,400,000.00	
Glendora Avenue Green Street Feasibility Study	City of Glendora	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00	
Maclaren Hall Property Park and Sports Fields Project	City of El Monte	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00	
Upper San Gabriel River Watershed Coordinator WC: TBD	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,800,000.00	
<b>FY21-22</b>			\$7,490,644.00	\$1,290,642.00	\$0.00	\$519,822.00	\$519,822.00	\$0.00	\$0.00	\$0.00	\$9,820,930.00	
<b>Infrastructure Project</b>			\$7,090,644.00	\$1,290,642.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,381,286.00	
Fairplex	East San Gabriel Valley Watershed Management Group		\$2,900,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,900,000.00	
FINKBINER PARK STORMWATER CAPTURE PROJECT	City of Glendora		\$1,290,644.00	\$1,290,642.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,581,286.00	
Lone Hill Park	East San Gabriel Valley Watershed Management Group		\$900,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900,000.00	
Zamora Park Renovation Project	City of El Monte		\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	
<b>Scientific Study</b>			\$100,000.00	\$0.00	\$0.00	\$519,822.00	\$519,822.00	\$0.00	\$0.00	\$0.00	\$1,139,644.00	
Regional Pathogen Reduction Study	Gateway Water Management Authority		\$100,000.00	\$0.00	\$0.00	\$519,822.00	\$519,822.00	\$0.00	\$0.00	\$0.00	\$1,139,644.00	
<b>Technical Resource</b>			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00	
Sunset Crossing Park Multi-Benefit Stormwater Project	City of Diamond Bar		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00	
<b>FY22-23</b>				\$2,290,000.00	\$781,393.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,086,393.00	
<b>Infrastructure Project</b>				\$2,150,000.00	\$150,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,315,000.00	
Glendora Avenue Green Streets	City of Glendora			\$150,000.00	\$150,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$315,000.00	
Marchant Park	East San Gabriel Valley Watershed Management Group			\$675,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$675,000.00	
Pelota Park	East San Gabriel Valley Watershed Management Group			\$1,325,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,325,000.00	
<b>Scientific Study</b>				\$140,000.00	\$631,393.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$771,393.00	
Community Garden Stormwater Capture Investigation	Los Angeles Community Garden Council			\$120,000.00	\$258,284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$378,284.00	
Maximizing Impact of Minimum Control Measures	San Gabriel Valley Council of Governments			\$20,000.00	\$373,109.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$393,109.00	
<b>FY23-24</b>						\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00	
<b>Technical Resource</b>						\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00	
West Covina Regional Projects and Green Streets	City of West Covina					\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00	
<b>FY24-25</b>							\$6,352,054.00	\$6,315,035.00	\$6,317,522.00	\$202,343.00	\$211,470.00	\$19,398,424.00
<b>Infrastructure Project</b>							\$6,152,082.00	\$6,112,082.00	\$6,112,082.00	\$0.00	\$0.00	\$18,376,246.00
Finkbinder Park Stormwater Capture Project, Construction Phase	City of Glendora						\$6,152,082.00	\$6,112,082.00	\$6,112,082.00	\$0.00	\$0.00	\$18,376,246.00
<b>Scientific Study</b>							\$199,972.00	\$202,953.00	\$205,440.00	\$202,343.00	\$211,470.00	\$1,022,178.00
Identifying Best Practices for Maintaining Stormwater Drywell Capacity	California State Polytechnic University, Pomona						\$199,972.00	\$202,953.00	\$205,440.00	\$202,343.00	\$211,470.00	\$1,022,178.00
<b>Grand Total</b>		\$94,718,556.32	\$142,423,679.63	\$138,151,100.16	\$124,455,070.58	\$147,520,876.20	\$130,181,348.15	\$111,785,932.13	\$60,399,575.57	\$44,736,066.18	\$994,505,702.92	



## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024	
<b>BOARD MEETING DATE</b>	10/22/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works, Health Services, Mental Health	
<b>SUBJECT</b>	CP Harbor-UCLA Medical Center Replacement Program, Approve Construction Change Orders Project	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Construction on the change order work needs to commence in October 2024 to avoid delays to the Harbor-UCLA Medical Center (H-UCLA MC) Replacement Program Outpatient/Support Building and Inpatient Tower.	
<b>COST &amp; FUNDING</b>	Total cost: \$5,240,000	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 \$1,755,000,000 project budget approved by the Board on June 25, 2024, to cover the cost of the proposed change orders.
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to execute four construction change orders with Hensel Phelps Construction Company for a combined total not-to-exceed amount of \$5,240,000.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On February 8, 2022, the Board approved a total project budget of \$1,695,000,000 and a Design-Build Agreement with Hensel Phelps. Between March 2022 and April 2024, the Board approved a total of 13 construction change orders with a combined total not-to-exceed value of \$36,180,000. On June 25, 2024, the Board approved the revised project budget of \$1,755,000,000, an increase of \$60,000,000 from the previous Board-approved amount of \$1,695,000,000. Design and construction of the H-UCLA MC Replacement Program is ongoing and on schedule to be completed by August 2027.</p> <p>The first proposed change order in this Board letter will provide double-ended electrical substation configuration for distribution of 480-volt power in a redundant fashion at the Outpatient/Support Building. The second proposed change order will add a second, redundant normal power feed between the electrical substations and Intermediate Distribution Frame Rooms at the Outpatient/Support Building to provide an alternate source of power in case of unexpected equipment failure in the system. The third proposed change order will remove approximately 38,000 cubic yards of contaminated soil encountered in the footprint of the new Inpatient Tower and dispose of it at a specialty facility in lieu of standard disposal or reuse at the site. The fourth proposed change order will bring on a Building Automation System Network Integrator for all new buildings under the approved H-UCLA MC Replacement Program and will provide new backbone fiber in underground conduits from the Central Utility Plant to all new buildings for Building Automation System connectivity.</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<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.	

<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: 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 H-UCLA MC.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a>



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

October 22, 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  
CAPITAL PROJECT NO. 67965  
FISCAL YEAR 2024-25  
(SUPERVISORIAL DISTRICT 2)  
(4 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to execute four construction change orders with Hensel Phelps Construction Company 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 \$1,990,000, to provide double-ended electrical substation configuration for distribution of 480-volt power in a redundant fashion at the Outpatient/Support Building.

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 \$1,110,000, to provide a redundant source of electrical power to Intermediate Distribution Frame Rooms at the Outpatient/Support Building.
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 \$1,250,000, to remove and dispose of contaminated soil encountered during excavation for the Inpatient Tower.
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 \$890,000, to provide the Campus Network Integrator services and infrastructure for the programwide Building Automation System.

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

The purpose of the recommended actions is to seek Board approval to find that the scope of work in the proposed change orders is within the scope of the impacts analyzed in the County's previously certified Final Environmental Impact Report (FEIR) and subsequent Addenda Nos. 1, 2, and 3; and authorize Public Works to execute four change orders, for a combined total not-to-exceed amount of \$5,240,000, within the Board-approved project budget of \$1,755,000,000, with Hensel Phelps Construction Company.

#### **Background**

Senate Bill 1953 mandates that all California General Acute-Care Hospitals meet structural and nonstructural seismic strengthening requirements by January 1, 2030. The previously approved Harbor-UCLA Medical Center (H-UCLA MC) Replacement Program will not only bring the hospital into 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 wellbeing of patients and staff.

The program includes construction of an Outpatient/Support Building, which includes 234 exam rooms that are distributed across three floors. The clinics are arrayed throughout the floors to promote an integrated care model that meets patients complex care needs.

The program also includes construction of an Inpatient Tower Building with 347 inpatient beds, including 36 psychiatric beds, new psychiatric emergency department, and permanent rooftop helistop. The current hospital is licensed at 453 beds and runs an average daily census of 312 patients. The hospital's census has steadily increased over the past four years. The industry standard is to estimate census at 85 percent of licensed bed capacity; using this calculation, the proposed licensed capacity of 347 beds is necessary to meet patient demand.

Additionally the program includes construction of 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 several new surface parking lots, a 66-kilovolt electrical substation, a 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 also delegated authority to the Director of Public Works or his designee to approve change orders for a maximum of \$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.

Between March 2022 and April 2024, the Board approved the execution of a total of 13 change orders for a total not-to-exceed amount of \$36,180,000 to Hensel Phelps. These change orders were within the Board-approved budget for various scopes of work but exceeded Public Works delegated authority of \$750,000.

On June 25, 2024, the Board approved the revised project budget of \$1,755,000,000, an increase of \$60,000,000 from the previous Board-approved amount of \$1,695,000,000, to address design and jurisdictional changes required, unforeseen conditions, and issues related to the Design Builder's Criteria Documents interpretation.

Overall, construction is 36 percent complete. The Support Services Building and the Parking Structure A are substantially completed. Construction of the Outpatient/Support Building, Inpatient Tower, and Regional Lab began in July 2023, June 2024, and August 2024, respectively. Construction of the Central Utility Plant is scheduled to begin

in November 2024. Construction of all buildings is scheduled to be completed by August 2027.

#### Proposed Change Orders

The recommended actions would approve the following four construction change orders with Hensel Phelps that exceed Public Works delegated authority of \$750,000 but are within the Board-approved project budget of \$1,755,000,000.

**Double-Ended Electrical Substations for 480-volt Power Redundancy:** The proposed change order is for a \$1,990,000 not-to-exceed amount, to install a second transformer, main breaker, and kirk-key operation at both substations to supply the entire Outpatient/Support Building with redundant electrical power. This would facilitate distribution of the 480-volt power from either substation to the entire building in case of unexpected equipment failure in the system. The double-ended substation would also facilitate the maintenance and replacement of transformers by allowing one of the transformers to take on the entire building load during the maintenance work. This proposed change order would be funded with the construction contingency.

**Intermediate Distribution Frame Room Power Redundancy:** The proposed change order is for a \$1,110,000 not-to-exceed amount, to add a second, redundant normal power feed, including transformers, electrical panels at every floor, dedicated conduits, and wiring between the electrical substations and Intermediate Distribution Frame Rooms at the Outpatient/Support Building. This would provide an alternate source of power in case of unexpected equipment failure in the system. This proposed change order would be funded with the construction contingency.

**Removal of Contaminated Soil:** The proposed change order is for a \$1,250,000 not-to-exceed amount, to remove and dispose of approximately 38,000 cubic yards of unforeseen contaminated soil encountered in the footprint of the new Inpatient Tower. This soil, which contains a mixture of asphalt and concrete, must be taken to a specialty facility for disposal in lieu standard disposal or reuse at the site, which would incur additional costs for specialty handling and premium disposal. This proposed change order would be funded with the construction contingency.

**Campus Network Integrator Services and Dedicated Building Automation System Site Infrastructure:** The proposed change order is for a \$890,000 not-to-exceed amount, to bring on a Building Automation System (BAS) Network Integrator for all new buildings under the approved H-UCLA MC Replacement Program. The BAS is a platform that integrates automation and controls for all building systems. The Network Integrator would

produce a graphic user interface on the BAS software for the control of various building systems monitored by the BAS, coordinate with the commissioning agent to perform adjustments in the software during the commissioning phase, and provide training to Department of Health Services Facilities Management personnel on the operation of the BAS. The proposed scope also includes installation of new backbone fiber in underground conduits from the Central Utility Plant to all new buildings under the replacement program for BAS system connectivity. This proposed change order would be funded with the construction contingency.

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

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal A, Healthy Individuals and Families, Strategy ii, Improve Health Outcomes, by promoting comprehensive and inclusive care through investments in public healthcare infrastructure that enhance the quality and delivery of healthcare services to Los Angeles County residents; and North Star 2, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by evaluating our current Capital Projects and identifying the need to replace or modernize legacy/obsolete infrastructure.

By investing in public healthcare infrastructure improvements, it will enhance the quality and delivery of healthcare services to the residents of Los Angeles County.

### **FISCAL IMPACT/FINANCING**

Approval of the recommended actions will allow Public Works to issue change orders to Hensel Phelps for a total not-to-exceed amount of \$5,240,000. 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 \$1,755,000,000 project budget approved by the Board on June 25, 2024, to cover the cost of the proposed change orders. The Enclosure reflects the reallocation of funding for these change orders within the approved project budget.

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

### **Operating Budget Impact**

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

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

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 four proposed change orders are less than 10 percent of the original contract sum and are, therefore, within the statutory threshold.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2002, and last amended on August 4, 2020, the project budget includes a \$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.

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. In accordance with this policy, the new buildings are being designed and constructed to achieve LEED Gold Certification with the exception of 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.

## **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are within the scope of the impacts analyzed in the FEIR, certified by the Board of Supervisors 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 review or findings under California Environmental Quality Act. These activities, which include the double-ended electrical substation configuration for 480-volt redundancy at Outpatient/Support Building, normal power redundancy to Intermediate Distribution Frame Rooms at Outpatient/Support Building, removal and disposal of the contaminated soil at the Inpatient Tower, and Campus Network Integrator Services and Dedicated BAS Site Infrastructure are within the scope of work approved by the Board on February 8, 2022, and analyzed in the FEIR and certified 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, CA 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 19 allowance reallocation contract amendments for a total not-to-exceed amount of \$63,368,363. Additionally, Public Works has executed 89 change orders under delegated change order authority for a total not-to-exceed amount of \$22,037,141. Of the \$36,180,000 in change orders approved in the four previous Board letters, \$16,826,477 is still pending execution.

The proposed four change orders for \$1,990,000; \$1,110,000; \$1,250,000; and \$890,000, not-to-exceed amounts represent 0.16; 0.9; 0.10; and 0.07 percent; respectively, of the original maximum contract sum of \$1,238,179,000. When executed, the change orders will increase the contract sum to \$1,219,650,981 and the maximum contract sum to \$1,265,456,141.

### **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 on the H-UCLA MC Campus.

The Honorable Board of Supervisors  
October 22, 2024  
Page 8

**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:HA:jc

Enc.

c: Department of Arts and Culture (Civic Art Division)  
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  
CAPITAL PROJECT NO. 67965  
FISCAL YEAR 2024-25  
(SUPERVISORIAL DISTRICT 2)  
(4 VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

Project Activity	Scheduled Completion Date
Scoping Documents	June 2021*
Design-Build Award	February 2022*
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

\*Completed Activity

**II. PROJECT BUDGET SUMMARY**

Project Budget Category	Board Approved Budget	Changes Under Delegated Authority	Impact of this Action	Revised Project Budget
Design-Build Construction	\$1,211,384,845	\$ 3,026,136	\$ 5,240,000	\$1,219,650,981
Make-Ready Construction	\$ 137,907,872	\$ 0	\$ 0	\$ 137,907,872
Change Order Contingency	\$ 101,437,123	\$(2,774,681)	\$ (5,240,000)	\$ 93,422,442
Civic Arts	\$ 2,000,000			\$ 2,000,000
Stipend	\$ 1,000,000			\$ 1,000,000
Medical Equipment Allowance	\$ 49,792,102	\$ (17,523)		\$ 49,774,579
Design Completion Allowance	\$ 12,857,058			\$ 12,857,058
Plans and Specifications	\$ 51,000,000			\$ 51,000,000
Consultant Services	\$ 137,000,000	\$ (233,932)		\$ 136,766,068
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
<b>TOTAL</b>	<b>\$1,755,000,000</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$1,755,000,000</b>

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

Regular Regular – Dual Signature Ordinance Public Hearing Public Hearing – Dual Action

DATE OF MEETING:	10/22/2024
DEPARTMENT NAME:	PUBLIC WORKS
BOARD LETTERHEAD:	PUBLIC WORKS
SUPERVISORIAL DISTRICT(S) AFFECTED:	1ST <input type="checkbox"/> 2ND <input checked="" type="checkbox"/> 3RD <input type="checkbox"/> 4TH <input type="checkbox"/> 5TH <input type="checkbox"/> ALL <input type="checkbox"/>
VOTES REQUIRED:	4 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION:	APPROVE <input type="checkbox"/> APPROVE WITH MODIFICATION <input type="checkbox"/> DISAPPROVE <input type="checkbox"/> NONE <input checked="" type="checkbox"/>

\*\*\* ENTRY MUST BE IN MICROSOFT WORD \*\*\*

*Instructions: To comply with the Brown Act requirement, the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources; and effective dates. Include an instruction for the Chair, Chairman, or Director to sign when such signature is required on a document. Also, a short title of the Board letter must be provided. The **title** should be no longer than **20 words** and only identify the main subject matter of the recommended Board action.*

TITLE: Harbor-UCLA Medical Center Replacement Program, Approve Construction Change Orders

Recommendation: Approve and authorize the Director of Public Works to finalize negotiations and execute four change orders with Hensel Phelps Construction Company for a total not-to-exceed amount of \$5,240,000 and find that the scope of work in the proposed change orders is within the scope of the environmental impacts analyzed in the previously certified Final Environmental Impact Report and subsequent Addenda. **(Public Works) APPROVE 4 VOTES**

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024	
<b>BOARD MEETING DATE</b>	10/22/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	CP Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Funding is required to complete the project in late 2024.	
<b>COST &amp; FUNDING</b>	Total cost: \$375,000	Funding source: The additional funding of \$375,000 will be provided by the Department of Health Services Enterprise Fund-Committed for Department of Health Services.
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval for the revised project budget of \$17,350,000, which is an increase of \$375,000 from the previous Board-approved amount of \$16,975,000, and to execute a construction change orders with AWI Builders, Inc., for the Martin Luther King, Jr. Medical Campus (MLK MC) Clinical Laboratory and Red-Bag Storage Project.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On June 11, 2019, the Board established and approved the MLK MC Clinical Laboratory and Red-Bag Storage Project. On February 23, 2021, the Board approved the total project budget of \$14,550,00 for the MLK MC Clinical Laboratory and Red-Bag Storage Project and authorized Public Works to award and execute a construction contract with AWI for a not-to-exceed amount of \$8,486,500. On December 6, 2022, and October 17, 2023, the Board approved the revised project budgets of \$15,900,000 and \$16,975,000, respectively, for the MLK MC Clinical Laboratory and Red-Bag Storage Project.</p> <p>Public Works is seeking Board approval to execute three change orders under delegated authority for a \$260,000 not-to-exceed fee. The change orders are for revisions to the building infrastructure and exterior site work for a \$130,000 not-to-exceed amount; changes to the west exterior gate foundations for a \$80,000 not-to-exceed amount; and changes to the laboratory workstation infrastructure for a \$50,000 not-to-exceed amount.</p> <p>Construction of the MLK MC Clinical Laboratory and Red-Bag Storage Project is approximately 95 percent complete and is expected to be substantially completed in December 2024.</p>	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The project will ensure that medical health services continue to be provided to a community that has been historically underserved.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 2 - Alliance for Health Integration by providing prevention, treatment, and healing services.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a> .



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

IN REPLY PLEASE  
REFER TO FILE:

October 22, 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  
MARTIN LUTHER KING, JR. MEDICAL CAMPUS  
CLINICAL LABORATORY AND RED-BAG STORAGE PROJECT  
APPROVE REVISED PROJECT BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE CONSTRUCTION CHANGE ORDERS  
CAPITAL PROJECT NO. 69857  
FISCAL YEAR 2024-25  
(SUPERVISORIAL DISTRICT 2)  
(4 VOTES)**

### **SUBJECT**

Public Works is seeking Board approval to increase the project budget and execute three construction change orders with AWI Builders, Inc., for the Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions are within the scope of the Board's previous finding of exemption from the California Environmental Quality Act for the Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project for the reasons stated in this Board letter and in the record of the approved project.
2. Approve the revised project budget of \$17,350,000, an increase of \$375,000 from the previous Board-approved amount of \$16,975,000, for the

Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project, Capital Project No. 69857.

3. Approve the Fiscal Year 2024-25 appropriation adjustment to allocate \$375,000 from the Department of Health Services' Enterprise Fund-Committed for the Department of Health Services to fund the remaining projected expenditures for the Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project, Capital Project No. 69857.
4. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with AWI Builders, Inc., for a \$130,000 not-to-exceed amount for building infrastructure and exterior site work changes.
5. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with AWI Builders, Inc., for an \$80,000 not-to-exceed amount for west exterior gate foundation changes.
6. Approve and authorize the Director of Public Works or his designee to finalize negotiations and execute a change order with AWI Builders, Inc., for a \$50,000 not-to-exceed amount for laboratory workstation infrastructure changes.

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

The purpose of the recommended actions is to find that they are within the scope of the Board's previous exemption finding under the California Environmental Quality Act (CEQA) for the previously approved project; approve the revised project budget and associated appropriation adjustment; and authorize Public Works to execute three construction change orders with AWI Builders, Inc., for the Martin Luther King, Jr. Medical Campus (MLK MC) Clinical Laboratory and Red-Bag Storage Project.

#### Background

This project will benefit patients served at the MLK MC Outpatient Center by optimizing clinical lab space, utilizing advanced technology and equipment, and incorporating the Department of Health Services (DHS) laboratory integration initiative to streamline laboratory services.

The approved MLK MC Clinical Laboratory and Red-Bag Storage Project consists of demolishing the existing abandoned cooling towers to construct a 7,000-square-foot



clinical laboratory, including an adjacent red-bag storage area at the MLK MC. The existing clinical laboratory located on the Third Floor of the Augustus F. Hawkins building occupies approximately 27,000 square feet and provides laboratory tests for the MLK MC Outpatient Center, correctional health, and DHS satellite clinics.

DHS launched a laboratory integration initiative to improve efficiency, standardize testing practices, and ensure equitable access for all DHS patients. Laboratory tests will be processed at centralized DHS locations but principally at Los Angeles General and Harbor-UCLA Medical Centers. All tests that are available to MLK patients today will continue to be available in the new MLK facility. Additionally, the integration will result in no anticipated additional capital costs at the new centralized locations.

On June 11, 2019, the Board established and approved the MLK MC Clinical Laboratory and Red-Bag Storage Project, which included the make-ready work using a Board-approved Job Order Contract as part of MLK Behavioral Health Center Renovation Project and various related projects at the MLK Campus.

On February 23, 2021, the Board approved the total project budget of \$14,550,000 for the MLK MC Clinical Laboratory and Red-Bag Storage Project and authorized Public Works to award and execute a construction contract to the lowest responsible bidder, AWI, for a not-to-exceed amount of \$8,486,500.

On December 6, 2022, the Board approved the revised project budget of \$15,900,000, an increase of \$1,350,000, due to unforeseen soil conditions and laboratory equipment changes.

On October 17, 2023, the Board approved the revised project budget of \$16,975,000, an increase of \$1,075,000, due to changes to laboratory equipment, foundation, and roofing, and authorized Public Works to execute four construction change orders with AWI for a total not to exceed amount of \$1,275,000.

#### Exterior Site Work Changes

During the finish sitework, unforeseen underground site conditions and inaccurate site survey elevations triggered redesign of the exterior sitework and landscaping. Additionally, the tenant department requested an extension of the Red-Bag Storage concrete sidewalk to the nearby asphalt driveway to meet operational needs.

The proposed change order with AWI for a \$130,000 not-to-exceed amount will cover the cost of the additional design, coordination, regrading, and construction of additional sidewalk, curbs, and asphalt paving.

#### West Exterior Gate Foundation Changes

During the excavation of the two West Gates, unforeseen underground site conditions and inaccurate as-built information of the neighboring South Support Building were discovered.

The proposed change order with AWI for an \$80,000 not-to-exceed amount will cover the cost of the additional design, coordination, and installation of additional rebar and slurry.

#### Laboratory Workstation Infrastructure Changes

During the Lab equipment validation and coordination meetings, the tenant department provided a Sakura workstation in lieu of the specified pathology grossing station.

The proposed change order with AWI for a \$50,000 not-to-exceed amount will cover the cost of the additional design, coordination, demolition, and rerouting of electrical, plumbing, and mechanical utilities.

Construction of the MLK MC Clinical Laboratory and Red-Bag Storage Project is approximately 95 percent complete. These proposed scope changes have resulted in an increase to the project's budget and delayed the project's substantial completion by approximately 8 months. Substantial completion is currently anticipated by December 31, 2024.

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

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal A, Healthy Individuals and Families, Strategy ii, Improve Health Outcomes, by promoting comprehensive and inclusive care through investments in public healthcare infrastructure that enhance the quality and delivery of healthcare services to Los Angeles County residents; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by evaluating our current capital projects and identifying the need to replace or modernize legacy/obsolete infrastructure.

By investing in public healthcare infrastructure improvements, it will enhance the quality and delivery of healthcare services to the residents of Los Angeles County.

### **FISCAL IMPACT/FINANCING**

Approval of the recommended actions will increase the previous Board-approved project budget from \$16,975,000 to \$17,350,000, an increase of \$375,000, which includes construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, and County services. The revised project budget and schedule are included in Enclosure A.

The proposed budget increase in the amount of \$375,000 will provide additional funding to cover the cost of the three proposed change order with AWI for a not-to-exceed amount of \$260,000, an increase in the Civic Art Fund allowance, and associated soft costs.

Approval of the Fiscal Year 2024-25 appropriation adjustment (Enclosure B) will allocate \$375,000 from the DHS Enterprise Fund-Committed for DHS to fund the projected Fiscal Year 2024-25 expenditures for the MLK MC Clinical Laboratory and Red-Bag Storage Project, Capital Project No. 69857.

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

#### Operating Budget Impact

Following completion of the proposed project, DHS will request and fund the associated ongoing annual 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 amended on August 4, 2020, the project budget includes 1 percent of the eligible design and construction costs allocated to the Civic Art Fund. If approved, this budget increase will increase the eligible Civic Art allocation from \$152,525 to \$155,125.

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

The project will continue to support the Board's Green Building/Sustainable Design Program policy by minimizing the amount of demolition materials disposed of in landfills and by incorporating energy-efficient products in the remodeling scope.

Public Contract Code Section 20137 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 three change orders are less than 10 percent of the original contract sum and are, therefore, within the statutory threshold.

Los Angeles County Code Section 2.18.050 and Public Contract Code Section 20145 authorize the Director to execute change orders to original contracts entered into by the Board where an individual change order does not exceed 10 percent of the amount of the original contract or \$330,000, whichever is less. The aggregate total of the change orders under delegated authority may not exceed 25 percent of the amount of the original contract. To date, Public Works has executed 36 change orders totaling \$1,556,010, which represents 18 percent of the original contract sum, was executed under delegated authority, and \$579,067 was approved by the Board.

### **ENVIRONMENTAL DOCUMENTATION**

On June 11, 2019, the Board found the MLK MC Clinical Laboratory and Red-Bag Storage Project categorically exempt from CEQA. Notice of Exemptions were filed on June 24, 2019; March 30, 2021; December 19, 2022; and October 31, 2023. The project remains within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (l) (3) and (4); 15303 (c); and 15304 (a) and (b) of the State CEQA Guidelines and Classes 1 (h), (3), and (4); 3 (k); and 4 (a) and (c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project continues to provide for demolition of individual small structures and construction of small buildings not exceeding 10,000 square feet with negligible or no expansion of use. The currently recommended actions are within the scope of the previous finding of exemption, and there are no changes that require additional findings under CEQA.

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

### **CONTRACTING PROCESS**

On July 12, 2021, Public Works entered into low-bid agreement for construction services with AWI for an \$8,486,500.

Once executed, the proposed three construction change orders for a \$260,000 total not-to-exceed amount will bring the total amount of executed change orders to \$3,410,077.

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

Approval of the recommended actions will have no impact on current services at the MLK MC. There are no anticipated impacts to laboratory testing during equipment relocation. All patient care services on campus will remain fully operational during construction.

### **CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

GS:HA:jc

Enclosures

c: Arts and Culture  
Auditor-Controller  
Chief Executive Office (Capital Programs Division)  
Children and Family Services  
County Counsel  
Executive Office  
Health Services (Capital Projects Division)

**CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
MARTIN LUTHER KING, JR. MEDICAL CAMPUS  
CLINICAL LABORATORY AND RED-BAG STORAGE PROJECT  
APPROVE REVISED PROJECT BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 69857  
FISCAL YEAR 2024-25  
(SUPERVISORIAL DISTRICT 2)  
(4 VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

Project Activity	Scheduled Completion Date
Construction Documents	07/19/2019*
Jurisdictional Approvals	09/23/2019*
Construction Award	08/06/2020*
Substantial Completion	11/13/2020*
Construction Documents	06/26/2020*
Jurisdictional Approvals	02/09/2021*
Construction Award	06/30/2021*
Substantial Completion	04/30/2024 12/31/2024
Project Acceptance	05/31/2024 02/28/2025

\*Actual Date

**II. PROJECT BUDGET SUMMARY**

Project Budget Category	Board Approved Budget	Changes Since Previous Board Approved Budget	Revised Budget
Low-Bid Construction	\$ 8,500,000	\$ 0	\$ 8,500,000
Make-Ready Construction	\$ 1,040,000	\$ 0	\$ 1,040,000
Change Order Contingency	\$ 3,453,000	\$260,000	\$ 3,713,000
Utility Connections	\$ 0	\$ 0	\$ 0
Construction Subtotal	\$12,993,000	\$260,000	\$13,253,000
Civic Art	\$ 152,525	\$ 2,600	\$ 155,125
Plans and Specifications	\$ 2,259,500	\$ 25,000	\$ 2,284,500
Consultant Services	\$ 916,000	\$ 25,000	\$ 941,000
Miscellaneous Expenditures	\$ 20,000	\$ 0	\$ 20,000
Jurisdictional Review/Plan Check/Permits	\$ 325,000	\$ 0	\$ 325,000
County Services	\$ 308,975	\$ 62,400	\$ 371,375
<b>TOTAL</b>	<b>\$16,975,000</b>	<b>\$375,000</b>	<b>\$17,350,000</b>

PINK

BA FORM 10142022

BOARD OF SUPERVISORS  
OFFICIAL COPY

August 29, 2024

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF HEALTH SERVICES

**AUDITOR-CONTROLLER:**

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

**ADJUSTMENT REQUESTED AND REASONS THEREFORE**  
**FY 2024-25**  
**4 - VOTES**

SOURCES		USES	
DHS ENTERPRISE FUND MN2-3078 COMMITTED FOR DHS DECREASE OBLIGATED FUND BALANCE	375,000	DHS ENTERPRISE FUND MN2-HS-6100-60070 OTHER FINANCING USES INCREASE APPROPRIATION	375,000
HARBOR CARE SOUTH ENTERPRISE FUND MN1-HH-96-9911-60020 OPERATING TRANSFERS IN INCREASE REVENUE	375,000	HARBOR CARE SOUTH ENTERPRISE FUND MN1-HH-96-9912-60020 OPERATING SUBSIDY - GENERAL FUND DECREASE REVENUE	375,000
ENT SUB - HARBOR CARE SOUTH A01-AC-6100-21200-21226 OTHER FINANCING USES DECREASE APPROPRIATION	375,000	MARTIN LUTHER KING JR. OUTPATIENT CENTER MLK CLINICAL LABORATORY AND RED-BAG STORAGE A01-CP-6014-64020-69857 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	375,000
<b>SOURCES TOTAL</b>	<b>\$ 1,125,000</b>	<b>USES TOTAL</b>	<b>\$ 1,125,000</b>

**JUSTIFICATION**

This budget adjustment of \$375,000 is necessary to fund Capital Project No. 69857, Martin Luther King, Jr. Medical Campus Clinical Laboratory and Red-Bag Storage Project, from DHS Enterprise Fund-Committed for DHS for anticipated expenditures in FY 2024-25.

**AUTHORIZED SIGNATURE**

JEAN LO, CHIEF, CONTROLLER'S DIVISION

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

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY \_\_\_\_\_

B.A. NO. \_\_\_\_\_

DATE \_\_\_\_\_

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY \_\_\_\_\_

DATE \_\_\_\_\_