



Board of Supervisors

Community Services Cluster Agenda Review Meeting

DATE: March 12, 2025

TIME: 11:30 a.m. – 12:30 p.m.

MEETING CHAIR: Anders Corey, 5th Supervisorial District

CEO MEETING FACILITATOR: Anna Hom-Wong

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

This meeting is **HYBRID**.

To participate in the meeting in-person, the meeting location is:
Kenneth Hahn Hall Of Administration
500 West Temple Street
Los Angeles, California 90012
Room 140

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

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 (Beaches and Harbors) for April 1, 2025 Board Agenda:
APPROVAL OF EXCLUSIVE NEGOTIATION AGREEMENT WITH
MERCY HOUSING CALIFORNIA FOR THE POTENTIAL DEVELOPMENT OF
AN AFFORDABLE HOUSING PROJECT ON COUNTY-OWNED PROPERTY
AT 4206 ADMIRALTY WAY IN MARINA DEL REY (PARCEL 147)

Wednesday, March 12, 2025

- B. Board Letter (Chief Executive Office) for April 1, 2025 Board Agenda: **This was continued from the 2/26/25 CMS Agenda**

JOINT RESOLUTION BETWEEN THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, THE CITY COUNCILS OF THE CITY OF CALABASAS AND THE CITY OF HIDDEN HILLS, AND THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY WEST VECTOR CONTROL DISTRICT, THE RESOURCE CONSERVATION DISTRICT OF THE SANTA MONICA MOUNTAINS, AND THE LAS VIRGENES MUNICIPAL WATER DISTRICT, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF UNINCORPORATED TERRITORY KNOWN AS REORGANIZATION NO. 2014-03 TO THE CITY OF CALABASAS AND THE CITY OF HIDDEN HILLS, APPROVAL OF TRANSFER OF THE COUNTY'S REGIONAL HOUSING NEEDS ASSESSMENT ALLOCATION TO THE CITY OF CALABASAS, AND APPROVAL OF THE AGREEMENT FOR SHARING CITY SALES TAX REVENUES WITH THE CITY OF CALABASAS

- C. Board Letter (Parks and Recreation) for April 1, 2025 Board Agenda:

ATHENS PARK SWIMMING POOL RENOVATION PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT, PROJECT SCOPE,
BUDGET, AND APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 8A105

- D. Board Letter (Parks and Recreation) for April 1, 2025 Board Agenda:

CASTAIC LAKE STATE RECREATION AREA OVERLOOK PICNIC AREA
SHADE SHELTERS REPLACEMENT PROJECT, CAPITAL PROJECT
NO. 8A103 FRANK G. BONELLI REGIONAL PARK NORTH SHORE PICNIC
SHELTERS REPLACEMENT PROJECT, CAPITAL PROJECT NO. 8A104
ESTABLISH AND APPROVE CAPITAL PROJECTS
APPROVE PROJECT SCOPES AND BUDGETS
APPROVE APPROPRIATION ADJUSTMENTS

- E. Board Letter (Public Works) for April 1, 2025 Board Agenda:

WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
LANDSCAPE MAINTENANCE SERVICES FOR WEST AREA

Wednesday, March 12, 2025

- F. Board Letter (Public Works – Capital Programs) for April 1, 2025 Board Agenda:
(also on the 03/12/2025 Health and Mental Health Services Cluster)

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HARBOR-UCLA MEDICAL CENTER
PATHOLOGY LABORATORY EQUIPMENT REPLACEMENT AND
KITCHEN GRILLE EVAPORATIVE COOLER REPLACEMENT PROJECTS
ESTABLISH AND APPROVE CAPITAL PROJECTS
APPROVE PROJECT BUDGETS
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTS
CAPITAL PROJECT NOS. 8A096 AND 8A097
FISCAL YEAR 2024-25

- G. Board Letter (Public Works) for April 29, 2025 Board Agenda:

PUBLIC HEARING
TRANSPORTATION CORE SERVICE AREA
RESOLUTION TO VACATE ALLEYS EAST OF
THE INTERSECTION OF MIRAMONTE BOULEVARD AND 58TH DRIVE
IN THE UNINCORPORATED COMMUNITY OF FLORENCE-FIRESTONE

3. PRESENTATION/DISCUSSION ITEM(S):

- A. Board Briefing (Public Works)

THE WORKS APP

Speakers: Mark Pestrella and Jon Calas

4. MOTIONS (None)

5. PUBLIC COMMENTS (2 minutes each speaker)

6. ADJOURNMENT

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE COMMUNITY SERVICES CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

COMMUNITY_SERVICES@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/12/2025							
BOARD MEETING DATE	4/1/2025							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Beaches and Harbors							
SUBJECT	Approval Of Exclusive Negotiation Agreement with Mercy Housing California For The Potential Development Of An Affordable Housing Project On County-Owned Property At 4206 Admiralty Way In Marina Del Rey (Parcel 147)							
PROGRAM								
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable							
DEADLINES/ TIME CONSTRAINTS								
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$N/A</td><td>Funding source: N/A</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$N/A	Funding source: N/A	TERMS (if applicable):		Explanation:	
Total cost: \$N/A	Funding source: N/A							
TERMS (if applicable):								
Explanation:								
PURPOSE OF REQUEST	This action is to request Board approval of the selected proposer and to delegate authority to Director to enter into an exclusive negotiation agreement for the proposed development of a 100% affordable housing development in Marina del Rey.							
BACKGROUND (include internal/external issues that may exist including any related motions)	On July 12, 2022, Second District Supervisor Holly J. Mitchell moved to align Marina del Rey with Los Angeles County priorities of equity and inclusion – known as MdR for All. Following the passage of the MdR for All initiative by the Board of Supervisors, a number of urgent needs were identified in the initial stakeholder engagement – open space and affordable housing were the top two. The Department of Beaches and Harbors (DBH) identified Parcel 147 as an ideal parcel for a 100 percent affordable housing development project. A Request for Proposals (RFP) was issued on July 18, 2024, to solicit proposals from qualified development firms to develop an affordable housing project with community-oriented commercial space, open space, and adequate parking.							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Ivy Bordenave-Priestley, Lease Specialist, 424-526-7734, ibordenave-priestley@bh.lacounty.gov
----------------------------------	--



April 1, 2025

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

Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

Dear Supervisors:

**APPROVAL OF EXCLUSIVE NEGOTIATION AGREEMENT WITH
MERCY HOUSING CALIFORNIA FOR THE POTENTIAL DEVELOPMENT OF AN
AFFORDABLE HOUSING PROJECT ON COUNTY-OWNED PROPERTY AT 4206
ADMIRALTY WAY IN MARINA DEL REY (PARCEL 147)
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

This letter recommends approval of an Exclusive Negotiation Agreement (ENA) between the County of Los Angeles (County) and Mercy Housing California (Mercy), a California nonprofit public benefit corporation, to negotiate the potential development of an affordable housing project on County-owned property located at 4206 Admiralty Way, with APN 4224-006-900, in Marina del Rey, CA 90292.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Authorize the Director of Beaches and Harbors (DBH or Department), or his designee, to:
 - a. Execute the proposed ENA (attached) between the County of Los Angeles and Mercy, approved as to form by County Counsel, for the potential development of the County-owned property located at 4206 Admiralty Way, with APN 4224-006-900, in Marina del Rey, CA 90292 (Property) in substantially similar form to the attached, for an initial six (6) month term, with the option to extend the term for up to three (3) additional six (6) month periods, if needed;
 - b. Execute any and all related or ancillary documents or amendments to the proposed ENA necessary to effectuate the action authorized hereby;
 - c. Collect deposits and fees in connection with the terms of the proposed ENA, and to administer the expenses and accounting associated with the proposed ENA; and

- d. Negotiate the anticipated ground lease structure of the potential development of the Property and return to the Board of Supervisors (Board) with proposed agreements for approval.
3. Adopt the attached Resolution Declaring Certain Property Exempt Surplus Land.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 12, 2022, Second District Supervisor Holly J. Mitchell moved to align Marina del Rey with Los Angeles County priorities of equity and inclusion – known as MdR for All. MdR for All is led by the Department and Second District Supervisor Holly J. Mitchell to expand and improve the access and use of Marina del Rey for Los Angeles residents, businesses, and visitors. One of the key strategies of the MdR for All motion is to maximize the use of County-owned land to create generational community benefits, including affordable housing.

The purpose of the recommended actions is to authorize execution of the proposed ENA, presented in substantially final form, between the County and Mercy, which will allow for the negotiation of the potential development of an 100 percent affordable housing project on the Property (Project).

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions will further County's Strategic Plan North Star 1 – Make Investments That Transform Lives and North Star 2 – Foster Vibrant and Resilient Communities by developing more quality affordable housing, increasing access to housing stability, creating public spaces and programs that are welcoming and accessible.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund as a result of the actions contemplated in this letter. As part of the ENA, Mercy will be required to pay an initial ENA deposit of \$50,000, which may be replenished to cover the transaction expenses.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is interested in entering into an ENA with Mercy to determine if the parties can reach an agreement on the terms of the potential development of the Property with a proposed 100 percent affordable housing project. The Property is comprised of one parcel, which total approximately 90,134 square feet in size, or approximately 2.06 acres. The proposed development of the Property presents an opportunity to advance the County's key objectives for the area, which include enhancing the community and creating affordable housing opportunities.

Mercy is proposing to construct a seven-story, 120-unit mixed-income development ranging from one- to three-bedroom units, community gathering spaces, enhanced pedestrian pathway adjacent to the Oxford Basin, 2,250 square feet of commercial space for community-serving retail, 9,000 square feet of community garden space, and 135 parking stalls. All units will be reserved for households earning between 20 percent and 80 percent of area median income, with one unit reserved for property management personnel. Twenty-five percent (25%) of the units will be set aside for individuals with intellectual and developmental disabilities, and the remaining units will serve low-income persons.

The proposed development is a preliminary proposal that is subject to change through negotiations, as well as input derived from the community outreach efforts. The proposed ENA will include the following terms:

- An initial term of six months with options to extend the term for up to three (3) additional six (6) month periods, if needed.
- An initial ENA deposit of \$50,000, which may be replenished to cover transaction expenses.
- The County shall not be responsible for reimbursing Mercy for any expenses incurred to assess the feasibility of a housing development project at the Property.

If negotiations with Mercy are successful, DBH will return to the Board with an Option to Lease Agreement for review and approval.

The Board is also declaring that the proposed Project is exempt from the Surplus Land Act, Government Code section 54200, et seq, in accordance with Government Code section 54221(f)(1)(A) because the proposed Project will be restricted to 100 percent affordable to persons and families of low or moderate income, which may have ancillary commercial ground floor uses. The proposed Project is authorized by Government Code Section 25539.4.

At its regular meeting on February 12, 2025, the County's Small Craft Harbor Commission voted to endorse the Department's recommendation as set forth herein.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not considered a project under CEQA because they are excluded from CEQA's definition of a project. The activities are administrative activities of government and will not result in physical changes to the environment or reasonably foreseeable indirect changes to the environment pursuant to Section 15378(b) of the State CEQA guidelines. By authorizing the recommended actions, the County is not approving or committing to the development of any project under CEQA and will result in direct or indirect physical changes to the environment. No commitment to any project is being made at this time. No activity that would constitute a project under CEQA will

commence unless the Board takes further action to consider appropriate environmental documentation and make appropriate findings pursuant to CEQA in connection with an approval of a project.

CONTRACTING PROCESS

Mercy was procured through an RFP that was issued by DBH on July 18, 2024. An addendum was issued on July 25, 2024, in response to request for additional time to RSVP for the mandatory pre-proposal conference. Prospective proposers attended a mandatory pre-proposal conference on August 6, 2024. The proposal submission deadline was September 26, 2024.

As a result of the RFP, the County received a total of five proposals, one of which was disqualified for conflict of interest. The remaining four proposals were evaluated based on the following criteria described in the RFP:

1. Proposals Qualifications & Capability to Implement Project
2. Financial Capacity
3. Project Design/Concept & Narrative Description
4. Project Financing Strategy
5. Community Benefits Strategy

An evaluation committee, comprised of four subject matter experts in the fields of affordable housing, finance, environmental planning, and economic development convened to review and provide summary scores for each proposal. Mercy's proposal was responsive to the vision and expectations described in the Project Objectives and Goals that were part of the RFP, and their proposal received the highest score.

Mercy has exhibited a long track record of financing, developing, managing, and operating permanent supportive and affordable housing communities. Mercy's real estate development portfolio includes over 11,000 residential affordable and supportive housing units across 24 completed developments in Southern California. Mercy has developed sixteen communities in Los Angeles County and maintains over 50 long term ground leases with public agency partners.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed actions will allow the County to explore the potential to increase affordable and supportive housing opportunities.

CONCLUSION

Please return one adopted copy of this letter to the Department of Beaches and Harbors at 13837 Fiji Way, Marina del Rey, CA 90292. Should you have any questions, please

The Honorable Board of Supervisors

April 1, 2025

Page 5

contact Ivy Bordenave-Priestley at (424) 526-7734 or IBordenave-Priestley@bh.lacounty.gov.

Respectfully submitted,

GARY JONES

Director

GJ:AC:ibp

Enclosures

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

MARINA DEL REY PARCEL 147 DEVELOPMENT

EXCLUSIVE NEGOTIATION AGREEMENT

by and between

THE COUNTY OF LOS ANGELES

and

Mercy Housing California

**MARINA DEL REY PARCEL 147 REDEVELOPMENT
EXCLUSIVE NEGOTIATION AGREEMENT**

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "**Agreement**") is effective this 20th day of February, 2025 (the "**Effective Date**"), by and between the **COUNTY OF LOS ANGELES**, a public body, corporate and politic ("**County**"), through its Department of Beaches and Harbors ("**Department**") and ^{Mercy Housing California, a California} nonprofit public benefit corporation ("**Developer**"), on the terms and conditions set forth below. County and Developer are sometimes referred to collectively herein as the "**Parties**" and each individually as a "**Party**."

RECITALS

- A. County owns real property located at 4206 Admiralty Way, Marina del Rey, CA 90292 also known as Marina del Rey Parcel 147 ("**Property**"), consisting of approximately 1.616 acres of land, which is further described, depicted, and attached as **Exhibits A ("Legal Description")** and **B ("Parcel Map")**.
- B. Pursuant to a County solicitation issued on July 18, 2024, Developer was the highest ranked proposer for development of the Marina del Rey Parcel 147 (the "**Developer Response**") pursuant to Government Code Section 25539.4 *et seq.* Developer is a national real estate development firm with experience in the oversight and management of design, permit processing and construction of residential and retail buildings.
- C. Developer has proposed to build a seven-story 120 unit mixed-income development ranging from one- to three-bedroom units, community gathering spaces, enhanced pedestrian pathway adjacent to the Oxford Basin, 2,250 square feet of commercial space for community-serving retail, 9,000 square feet of community garden space, and 135 parking stalls. The proposed improvements to the Marina del Rey Parcel 147 are referred to collectively as the "**Proposed Project**." Notwithstanding the foregoing description, the Proposed Project is a preliminary proposal that is subject to change through negotiation as well as input derived from the County's community outreach efforts.
- D. Developer has provided County a Letter of Intent to develop the Proposed Project along with the preliminary design concept plan for the project attached as **Exhibit C ("Letter of Intent and Preliminary Design Concept Plan")**.
- E. County intends to seek approval from County's Board of Supervisors (the "**Board**") to execute this Agreement with Developer, for the purpose of: (i) analyzing the potential development of the Proposed Project on the Property and (ii) negotiating the option to enter into a ground lease to develop the Proposed Project (the "**Option Agreement**") and (iii) negotiating the potential terms and conditions of a ground lease agreement (the "**Ground Lease**") for the Proposed Project and any other associated agreement(s). The Ground Lease and the Option Agreement together with all associated agreements are sometimes referred to collectively as the "**Project Agreements**." The contemplated development of the Proposed

Project and execution of the Ground Lease, Option Agreement, and any other associated agreements are collectively referred to as the "**Transaction.**"

- F. The execution of the Project Agreements is subject to and contingent upon the Board's approval after compliance with the California Environmental Quality Act ("**CEQA**") and the National Environmental Policy Act ("**NEPA**"), if and as applicable.
- G. County will be required to comply with CEQA and NEPA, as applicable, in connection with the consideration and analysis of the environmental impacts of the development of the Proposed Project. Because County has not committed to any project, including the Proposed Project, and has not completed its environmental review pursuant to CEQA, this Agreement does not constitute or evidence an approval by County of, or commitment of County to, any action for which prior environmental review is required under CEQA and NEPA, as applicable. County retains the absolute sole discretion to make decisions under CEQA and NEPA, as applicable, with respect to the Proposed Project, which discretion includes: (i) deciding not to proceed with development of the Proposed Project, (ii) deciding to proceed with development of the Proposed Project, and (iii) deciding to proceed with any alternative development of any portion of the Property (the "**Potential County Actions**"). There shall be no approval or commitment by County regarding the Transaction or any alternative development of any portion of the Property, unless and until County, or other agency serving as the Lead Agency with respect to the Proposed Project, considers the environmental impacts of the Proposed Project, in full compliance with CEQA.

Now, therefore, in consideration of the foregoing Recitals, which are hereby deemed a contractual part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Agreement to Negotiate Exclusively in Good Faith.

1.1 **Exclusive Good Faith Negotiation.** During the Term (defined in **Section 2.1**), so long as Developer is negotiating in a commercially reasonable manner and is not otherwise in material default of its obligations under this Agreement, County will not solicit offers or proposals from other parties concerning potential development of the Property. The Parties will negotiate exclusively and in good faith in accordance with this Agreement regarding the Project Agreements. Notwithstanding the foregoing, County may, from time to time, be contacted by other Developers regarding the Property and that such contact is expressly permitted so long as County does not initiate the contact and indicates to such Developers that County has executed this Agreement and that County is prohibited from: (a) discussing anything concerning these negotiations with such Developers; (b) considering any offer or proposal from such other Developers; or (c) negotiating with any such Developers, until this Agreement expires or is terminated pursuant to its terms.

1.2 Essential Terms. The Parties acknowledge and agree that this Agreement does not establish all the essential terms of the Project Agreements and that although they have set forth herein a framework for negotiation of the essential terms of the Project Agreements: (a) they have not set forth herein nor agreed upon many of the essential terms of Project Agreements, including, among other things, the rent under the Ground Lease, the terms and conditions of the Ground Lease, and the option purchase price, if any; (b) they do not intend this Agreement to be a statement of the essential terms of the Project Agreements; and (c) the essential terms of the Project Agreements, if agreed to by the Parties, shall be set forth, if at all, in documentation and agreements negotiated, approved and executed by duly authorized representatives of each of the Parties after any and all applicable requirements of CEQA and NEPA have been successfully completed and necessary determinations/findings made by County.

2. Duration of this Agreement.

2.1 Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date and terminate on the earliest of (a) twelve (12) months after the Effective Date, or (b) twenty (20) business days after County or Developer exercises its termination rights set forth in **Section 2.2** herein, or (c) twenty (20) business days after either Party has received written notice from the other Party stating that such Party desires to terminate this Agreement as a result of an uncured Default under **Section 12**, or (d) the effective date of the Ground Lease. The Parties may elect, by mutual agreement, to extend the Term for up to three (3) additional six (6) month periods. The Director, or designee, of the Department has been authorized by the County Board of Supervisors to execute any Term extensions entered into pursuant to this **Section 2.1**.

2.2. Right to Terminate.

(i) If the County reasonably determines that a successful consummation of the negotiations is not likely, it may terminate this Agreement upon written notice to Developer (a "**County Termination Notice**") and such termination shall be deemed effective, unless withdrawn by the County, on the 20th business day after delivery of the County Termination Notice. Upon the County's termination of this Agreement, any rights or interest that Developer or County may have hereunder shall cease.

(ii) If Developer determines that a successful consummation of the negotiations is not likely, it may terminate this Agreement upon written notice to the County (a "**Developer Termination Notice**") and such termination shall be deemed effective, unless withdrawn by Developer, on the 20th business day after delivery of the Developer Termination Notice. Upon Developer's termination of this Agreement, any rights or interest that Developer or County may have hereunder shall cease.

2.3 Execution. No agreement or documentation that may hereafter be negotiated between the Parties with respect to the Project Agreements shall become final and binding unless and until: (a) County and Developer have successfully complied with all applicable requirements of CEQA and NEPA pertaining to the transactions and development

contemplated by the Project Agreements; (b) the Project Agreements are approved by the Board; and (c) the Project Agreements are executed by the authorized representatives of each of the Parties.

2.4 Approval of the Potential County Actions. Prior to the satisfaction of the terms set forth in **Section 2.3** none of the following shall constitute County's approval of the Proposed Project or the Project Agreements or a commitment by the County to take any action whatsoever: (a) negotiation or preparation of any the Project Agreements, including without limitation, any specific terms and provisions or any form of document; (b) review or approval by County of various stages of proposed plans and specifications for the Proposed Project; nor (c) cooperation or participation by County in development applications or submittals for the Proposed Project (including County's execution of any such applications or submittals).

3. Good Faith Deposit.

3.1. Good Faith Deposit. As a condition precedent to the County's execution of this Agreement, Developer shall provide concurrently with the execution and submission of this Agreement by the Developer to the County for its consideration, a Good Faith Deposit in the amount of Fifty Thousand Dollars (\$50,000.00). The Good Faith Deposit shall be in the form of a cashier's check or certified check, naming the County as Payee, as applicable (the "**Good Faith Deposit**"), to ensure that Developer shall proceed diligently and in good faith to negotiate and perform all of the Developer's obligations under this Agreement. Any interest accrued on the Good Faith Deposit shall be the property of the County and shall be retained by the County. The Good Faith Deposit shall be used to reimburse the County for expenses incurred by the County and its staff, agents or consultants in performing public outreach (including public meetings), negotiating and preparing this Agreement, reviewing any documents related to the Proposed Project, and negotiating and drafting the Ground Lease, Option Agreement, Development Agreement and any other agreements (collectively, "**Negotiation Expenses**").

3.2 Additional Good Faith Deposit. The County may, in its sole discretion, request an additional Good Faith Deposit in an amount up to Twenty-Five Thousand Dollars (\$25,000.00) to reimburse any additional Negotiation Expenses incurred or anticipated during the Term hereof or any extension. Such additional sum shall be subject to the same terms and conditions as the initial Good Faith Deposit.

3.3 Non-Refundable Deposit. In the event this Agreement terminates or is terminated as provided in **Section 2**, the Deposit will become non-refundable to the extent necessary to pay County's Negotiation Expenses incurred or contractually committed to be paid as of the date of termination, and the County shall return to Developer any portion of the Deposit that is not needed to pay such County Negotiation Expenses. The Parties agree that the County (a) has no obligation to pay interest on the Deposit to Developer, and (b) is not required to deposit the Deposit in an interest-bearing account. Interest, if any, earned on the Deposit may remain in the Deposit account and may be added to the amount of the Deposit and retained by County if necessary to reimburse its Negotiation Expenses.

4. **Agreements to be Negotiated.**

4.1 **Development Agreement, Option Agreement, and Ground Lease Agreement.** County and Developer shall work in good faith to negotiate and jointly prepare the Ground Lease, Option Agreement, Development Agreement and any other agreements (collectively referred to as "**Project Agreements**"). The Development Agreement shall include, without limitation, provisions relating to the design and development of the Proposed Project, a schedule of performance, and the Parties' obligations. The Option Agreement shall include, among other things, provisions relating to covenants on title, option contingencies, and purchase price. The Ground Lease shall include, among other things, provisions relating to the term, rent, Proposed Project construction, Proposed Project operation, transfers and assignments, encumbrances, and subleases.

4.2 **Other Agreements.** If other agreements, such as reciprocal easements, licenses, or dedications are required to effectuate the objectives of the Proposed Project and the Project Agreements, each of those agreements shall be negotiated in accordance with applicable County policies and procedures under the Board's authority.

5. **County Responsibilities.**

5.1 **Exclusive Negotiations.** So long as Developer is negotiating in a commercially reasonable manner and is not otherwise in material default of its obligations under this Agreement, County shall negotiate exclusively and in good faith with Developer, as set forth in **Section 1.1**.

5.2 **Schedule of Performance.** County shall endeavor to meet the milestones required of it as set forth in a schedule of performance which the parties shall agree to within ninety (90) days of the execution of this Agreement, and which schedule may be modified during the Term as agreed in writing between the Parties (the "**Schedule of Performance**").

5.3 **Funding.** Any future funding by County to fund, subsidize, or otherwise financially contribute in any manner toward the development of the Proposed Project shall be effective only if approved by the Board and set forth in a writing executed by County and Developer.

5.4 **County Discretion.** County is not approving, committing to, or agreeing to undertake: (a) the Proposed Project or any development; (b) disposition, sale, or lease of land to Developer; or (c) any other acts or activities requiring the subsequent independent exercise of discretion by County.

5.5 **Other Covenants.** County shall perform such other covenants and obligations required of County as explicitly set forth in this Agreement.

6. Developer Responsibilities.

Without limiting any other provision of this Agreement, during the Term, Developer, at its sole cost and expense, shall prepare and submit the following information and documents and perform the following acts, all in furtherance of the negotiation process:

6.1 Planning and Design Requirements. County, together with all other agencies having regulatory jurisdiction over the Proposed Project, will require planning and design approval for the Proposed Project. Developer shall meet with representatives of County to review and come to a clear understanding of the planning and design requirements of County, together with all other agencies having regulatory jurisdiction over the Proposed Project.

6.2 Schedule of Performance. Developer shall meet the milestones required of Developer, as set forth in the Schedule of Performance to be agreed upon by the Parties.

6.3 Notice of Governmental Meetings. Developer shall provide one (1) weeks' notice to County of any substantive meetings with governmental officials (including staff), of governmental agencies other than County, relating to the Proposed Project, and allow County to attend such meetings, which County may do at County's sole discretion. Developer shall keep County fully informed during the Term regarding all substantive matters and meetings affecting the Proposed Project.

6.4 Environmental Documents and Entitlements. Developer shall provide to County, in accordance with the Schedule of Performance, conceptual plans, renderings, schematic drawings, programmatic plans and all other information and documentation (the "**Project Plans**") necessary for County to make appropriate findings pursuant to CEQA and NEPA, as applicable. Developer shall bear all costs and expenses associated with the preparation of the Project Plans and any documentation required for compliance with CEQA.

6.5 Financial Pro Forma. Developer shall submit to County a detailed financial pro forma for the Proposed Project containing matters typically contained in such pro forma for other similar types of projects as the Proposed Project and related financial information for the development of the Proposed Project (collectively, the "**Financial Pro Forma**"), including: (1) an estimate of development costs, including construction and non-construction costs, such as the proposed ground lease for the Property; (2) a description of the proposed method of financing; (3) a proposed construction and operating pro forma which identifies all sources and uses of funds; and (4) evidence that Developer has the financial resources necessary for development of the Proposed Project, such as preliminary loan approvals and/or audited financial statements, or other form of evidence reasonably acceptable to the County. The Financial Pro Forma is intended to provide the initial basis for determining the financial feasibility of the Proposed Project in connection with the negotiation of the Project Agreements. The Parties acknowledge that the Financial Pro Forma will continue to be refined in accordance with the Project Agreements.

6.6 Use of Proposed Project Images. Developer hereby consents to and approves the use by County of images of the Proposed Project, its models, plans, and other graphical representations of the Proposed Project and its various elements ("**Proposed Project Images**") in connection with marketing, public relations, special events, websites, presentations, and other uses reasonably required by County in connection with the Proposed Project during the Term. Such right to use the Proposed Project Images shall not be assignable by County to any other party (including, without limitation, any private party) without the prior written consent of Developer. Developer shall obtain any rights and/or consents from any third-parties necessary to provide County with the right to use the Proposed Project Images. In the event that the Parties enter into Project Agreements, County's right to use the Proposed Project Images shall be as set forth in the Project Agreements.

6.7 Progress Reports. Upon reasonable notice, as from time to time requested by County, Developer shall prepare and deliver written progress reports (meeting minutes will be sufficient as a written progress report) including financing and leasing activities, advising County on studies being made, and matters being evaluated, by Developer with respect to this Agreement and the Proposed Project. County shall not request written reports more frequently than once each month.

6.8 Further Information. County reserves the right, at any time, to request from Developer, and Developer shall provide in a timely manner, additional or updated information about Developer or the Proposed Project as requested by County.

6.9 Design Review Process. Developer shall engage and coordinate with County on the design of the Proposed Project, and the design shall be subject to County's review and approval (as well as that of any other agency having jurisdiction) as set forth in the Project Agreements.

6.10 Cost Reimbursements. Developer shall reimburse County for all reasonable costs, fees and expenses actually incurred in association with the negotiation, documentation and execution of this Agreement, the Ground Lease, Development Agreement, Option Agreement, and any other associated agreement or document, including all reasonable costs and expenses actually incurred relating to the public engagement process, review, development, design, construction and planning of the Proposed Project and CEQA compliance related thereto, as well as all related third party costs and expenses, including, but not limited to, reasonable consultants', engineers', architects', and attorneys' fees incurred by County.

6.11 Other Covenants. Developer shall perform such other covenants and obligations required of Developer as explicitly set forth in this Agreement.

7. **No Commitment to Any Project; Independent Judgment.**

7.1 No Commitment to Any Project. The Parties acknowledge and agree that County: (a) has not committed to, authorized or approved the development of the Proposed Project or any other proposed improvements on the Property; (b) retains the

absolute sole discretion to modify the Proposed Project as may be necessary to comply with CEQA and/or NEPA, or for any other reason; (c) may modify the Proposed Project, or decide not to proceed with the Proposed Project, as may be necessary to comply with CEQA and/or NEPA, or for any other reason as determined in County's sole and absolute discretion; and (d) is not precluded from rejecting the Proposed Project, or from weighing the economic, legal, social, technological, or other benefits of the Proposed Project against its unavoidable environmental risks when determining whether to approve the Proposed Project. Further, the Parties acknowledge and agree that no activities that would constitute a project under CEQA and/or NEPA, including the Proposed Project, may be commenced until necessary findings and consideration of the appropriate documentation under CEQA are considered by the Board and feasible mitigation measures and alternatives to the Proposed Project, including the "no project" alternative, required in connection with CEQA, may be adopted by the Board.

7.2 Independent Judgment. County will exercise independent judgment and analysis in connection with any required environmental reviews or determinations under CEQA for the Proposed Project, shall have final discretion over the scope and content of any document prepared under CEQA and shall have final discretion over the extent of any studies, tests, evaluations, reviews or other technical analyses. Any consultants retained for the purpose of preparing CEQA documentation shall reasonably comply with any directions from County with respect thereto.

8. Inspections.

During the Term, Developer may conduct such inspections, tests, surveys, and other analyses (collectively, "**Inspections**") as Developer and County deem reasonably necessary to determine the condition of the Property or the feasibility of designing, developing, constructing, leasing and financing the Proposed Project and shall complete such Inspections as promptly as reasonably possible within the Term. Any entry onto the Property by Developer or its employees, agents, contractors, successors, and assigns, shall be in accordance with a Right of Entry Permit ("**ROE**"), in the form attached hereto as **Exhibit D**. Pursuant to the ROE, Developer shall coordinate and schedule the time(s) of its entry on to the Property to meet County's reasonable requirements. Developer's and its contractors' access to the Property shall not materially interfere, conflict with or impair any other operations or activities on the Property as set forth in the ROE.

9. Plans, Reports, Studies, and Entitlements.

9.1 County Information. County, in its commercially reasonable discretion, may make available to Developer, upon Developer's written request, existing information and plans regarding County's existing improvements on the Property.

9.2 Provision of Development Documents. All plans and any reports, investigations, studies (including reports relating to the soil, geotechnical, subsurface, environmental, and groundwater conditions of the Property, entitlement applications, Project Plans, and reports filed in connection therewith) with respect to the Property, Proposed Project, and Developer's intended use of the Property (collectively, the

"Development Documents") shall be prepared at Developer's sole cost and expense. Developer shall timely provide County, subject to the confidentiality provisions in **Section 14**, without cost or expense to County, copies of all Development Documents prepared by or on behalf of Developer. Developer shall include in its contractors' and consultants' contracts the right of Developer to assign the Development Documents to County.

9.3 Entitlements. County shall cooperate with Developer in Developer's attempt to procure the necessary entitlements for the Proposed Project, provided (a) such entitlements and any related applications, submittals, and/or covenants do not encumber County's fee interest in the Property or place obligations on County and (b) Developer timely provides County with copies of all proposed and final filings, submittals and correspondence relating to any entitlement applications. Should Developer abandon an entitlement application (for any reason including termination of this Agreement), County shall have the right to take over such application and Developer shall cooperate with County to complete any such entitlement process started by Developer. If the Proposed Project is not built, at County's election, Developer shall cooperate with County to seek removal of any entitlement obtained by Developer for the Property. The obligations contained in this **Section 9.3** shall survive termination, expiration, or revocation of this Agreement.

10. Indemnity and Insurance.

10.1 General Indemnity. Developer shall Indemnify (defined in **Section 10.2(d)**) County Indemnified Parties (defined in **Section 10.2(b)**) from and against all Claims (defined in **Section 10.2(a)**) caused by or arising directly or indirectly from any acts or omissions of any Developer Indemnitor which constitute: (i) a breach of any Developer obligation under this Agreement, (ii) negligence by a Developer Indemnitor and (iii) willful misconduct by a Developer Indemnitor, including Claims that accrue or are discovered before or after termination of this Agreement in connection with this Agreement.

10.2 Definitions. The following terms shall have the following meanings:

(a) **"Claim"** means any claim, loss, demand, action, liability, penalty, fine, judgment, lien, forfeiture, cost, expense, damage, or collection cost (including reasonable fees of attorneys, consultants, and experts related to any such claim).

(b) **"County Indemnified Parties"** means collectively, for purposes of indemnification only, County and its Special Districts, elected and appointed officers, employees, agents, affiliates, beneficiaries, attorneys, trustees, successors, assigns, and any individual (employee, officer, partner, director, member, commissioner or board member) employed by or acting on behalf of any of the above entities.

(c) **"Developer Indemnitor"** means, for purposes of indemnification only, Developer, or any entity or person acting on Developer's behalf or anyone employed by or contracted with Developer in the course of such employment or contracted work.

(d) **"Indemnify"** means collectively indemnify, defend (by counsel reasonably acceptable to County Indemnified Party), protect, and hold harmless, without requirement that the County Indemnified Party first pay any amounts.

10.3 Survival. Notwithstanding anything to the contrary elsewhere in this Agreement, the indemnity obligations under this Agreement shall survive any expiration, termination or assignment of this Agreement.

10.4 Insurance. Prior to Developer's or its employees', contractors' or consultants' entry onto the Property, Developer shall provide County with evidence of insurance in the form and subject to the requirements set forth in the ROE.

11. Failure to Reach Agreement.

This Agreement is an agreement to enter into exclusive negotiations with respect to the Project Agreements. Each Party expressly reserves the right to decline to enter into any other agreement (including any of the Project Agreements), if the Parties fail to agree to terms satisfactory to both Parties with respect to the Project Agreements. Except as expressly provided in this Agreement, neither Party shall have any obligation, duty or liability hereunder in the event the Parties fail to timely agree upon and execute the Project Agreements or any other agreement. If the Parties have not executed the Project Agreements prior to the expiration or termination of this Agreement, then upon expiration or termination of this Agreement, any rights or interest that Developer may have under this Agreement shall cease without requiring any notice from County, and County shall have the right thereafter to use, develop (alone or with any other entity) or dispose of the Property as County shall determine appropriate in its sole and absolute discretion.

12. Default and Remedies.

12.1 Breach. The occurrence of any one or more of the following events shall constitute a breach under this Agreement (each a **"Breach"**):

(a) The failure of a Party to perform any obligation, or to comply with any covenant, restriction, term, or condition of this Agreement;

(b) The failure of a Party to meet the milestones set forth in the Schedule of Performance; or

(c) Any material representation or warranty made by a Party proves to be false or misleading in any material respect at the time made.

12.2 Default. A Breach shall become a default under this Agreement (each a **"Default"**) if the Party committing the Breach fails to cure the Breach within the following time periods:

(a) For all monetary Breaches, five (5) business days after the date such payment is due;

(b) For all non-monetary Breaches, twenty (20) business days after receipt of written notice ("**Cure Notice**") thereof from the aggrieved Party specifying such non-monetary Breach in reasonable detail, delivered in accordance with the provisions of this Agreement, where such non-monetary Breach could reasonably be cured within such twenty (20) business day period; or

(c) Where such non-monetary Breach could not reasonably be cured within such twenty (20) business day period, such reasonable additional time as is necessary to promptly and diligently complete the cure but in no event longer than forty (40) business days ("**Outside Date**"); provided that the breaching Party promptly commences to cure such non-monetary Breach after receiving the Cure Notice and thereafter diligently and continuously pursues completion of such cure.

12.3 Unavoidable Delay. "**Unavoidable Delay**" means a delay beyond the control of the Party claiming the delay, and must satisfy each of the following requirements:

(a) The delay would prevent or hinder the performance or satisfaction of any obligation under this Agreement by any reasonable person similarly situated and is not a delay peculiar to the Party claiming the delay.

(b) The delay must arise out of:

(i) A force majeure event;

(ii) Governmental restrictions or a delay in the issuance of any regulatory governmental approval that could not be reasonably anticipated (including without limitation any unusual or uncommon delay by a governmental authority in processing or approving any application made by Developer in connection with the Proposed Project);

(iii) Delay in performance of any term, covenant, condition or obligation under this Agreement as a result of a Breach, Default or delay of the other Party, whether in rendering approvals or otherwise; or

(iv) Any lawsuit, action or other proceeding by any person (other than by or at the direction of Developer or any affiliate of Developer) that is filed after the Effective Date that challenges: (1) the EIR, other environmental document, or other governmental approval; or (2) any action taken by either Party (or the ability of either Party to take any action) under or in connection with this Agreement that prevents performance by the Developer.

(c) The delay is detailed in a written notice given by the Party claiming such delay to the other Party within fifteen (15) days after the Party claiming such delay reasonably should have known of the event giving rise to the claim of delay, which notice shall, at a minimum, reasonably specify the (i) nature of the delay, (ii) the date the delay commenced and (if not ongoing) ended and (iii) the reason(s) such delay is an Unavoidable Delay.

(d) If a non-monetary Breach is due to an Unavoidable Delay, then the Party claiming the delay shall have the right to extend the Outside Date by a period equal to the duration of the Unavoidable Delay by written notice to the other Party. The duration of the Unavoidable Delay shall be deemed to commence only after written notice of such Unavoidable Delay is delivered to the other Party, provided that if written notice of such Unavoidable Delay is given within five (5) business days after the commencement of the delay, then the date of the commencement of the Unavoidable Delay shall be retroactive to the actual commencement date of the delay. A written notice of Unavoidable Delay must reasonably specify: (a) the nature of the delay; (b) the date the delay commenced and (if not ongoing) ended; and (c) the reason(s) such delay is an Unavoidable Delay. Upon the documentation of an Unavoidable Delay pursuant to this **Section 11.6**, the Outside Date shall be delayed by the period of the Unavoidable Delay; provided, however, under no circumstances may the Outside Date be extended by more than a total of forty (40) business days as a result of Unavoidable Delay without the written consent of both Developer and County.

12.4 Remedies. If any Default occurs, the non-defaulting Party shall have the right, but not the obligation, to avail itself of any one or more of the following remedies:

(a) The non-defaulting Party may, at its sole election, terminate this Agreement by written notice of termination provided to the defaulting Party.

(b) Unless otherwise provided herein, in addition to the foregoing, the non-defaulting Party may exercise any right or remedy it has under this Agreement, or which is otherwise available at law or in equity or by statute. All rights, privileges and elections or remedies of the Parties are cumulative and not alternative to the extent permitted by law (including suit for damages) or in equity.

12.5 Upon Termination of Agreement. Upon termination of this Agreement, any rights or interest that Developer may have hereunder shall cease and County shall have the right thereafter to use, develop (alone or with any other entity) or dispose of the Property as it shall determine appropriate in its sole and absolute discretion. In any event, the Development Documents shall become the property of County.

13. Entire Agreement.

This Agreement and the Exhibits hereto are the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein.

14. Covenant Against Discrimination.

Developer shall not discriminate against, nor segregate, in employment or the development, construction, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of all or portions of the Property, nor deny the benefits of or exclude from participation in, the Proposed Project and all activities of Developer in connection with the Property, any person, or group of persons, on account of race, color, religion, creed,

national origin, ancestry, sex, sexual preference/orientation, marital status, age, disability, medical condition, Acquired Immune Deficiency Syndrome (AIDS), acquired or perceived, or retaliation for having filed a discrimination complaint.

15. **Confidentiality.**

15.1 Developer acknowledges that County will need sufficient, detailed information about the economic feasibility of the Proposed Project to negotiate and make informed decisions about the content and approval of the Project Agreements. All records (documents and materials) submitted to County pursuant to this Agreement ("**Submitted Materials**") shall become the property of County, and will be subject to the Public Records Act, pursuant to California Government Code Section 7920.000 et seq. ("**CPRA**"), as provided below. All Submitted Materials are considered "public records" and may be subject to public disclosure. If an exemption to the CPRA applies, Developer may seek to shield certain portions of its documents and reports from disclosure by marking such documents as "Confidential – Official Information", "Proprietary" or "Trade Secrets" as follows:

(a) If a request under the CPRA is made for any of the Submitted Materials, County shall promptly notify Developer and the Parties shall cooperate in good faith, prior to public disclosure, to determine whether any of the requested documents are exempt from disclosure under the CPRA within the timeframes set forth in the CPRA.

(b) If Developer asserts that any Submitted Materials are subject to a legal exception to public disclosure under the CPRA, Developer must: (1) clearly label the relevant Submitted Materials as "Confidential," "Trade Secrets" or "Proprietary" ("**Official Information**"); (2) upon request from County, provide additional information regarding the legal basis for exception from disclosure under the CPRA; and (3) Indemnify County Indemnified Parties from any Claims by any third-party for public disclosure of the confidential portion of the Official Information. Developer and County shall cooperate to retain confidential information submitted by Developer as confidential to the extent permitted by law.

(c) If County receives a request to disclose any Official Information, and County determines that there is a legal basis for withholding such Official Information from public disclosure, County shall not disclose such Official Information and shall take all reasonable steps to maintain the confidentiality of such information unless compelled by court order.

(d) If County receives a request to disclose any Official Information, and County does not identify a legal basis to withhold the Official Information, County shall provide prompt written notice to Developer, and Developer shall be given a reasonable opportunity to interpose an objection or seek a court order or protective order to preclude County from disclosing such Official Information, or applicable portion thereof.

15.2 County shall be permitted to share Submitted Materials (including, but not limited to, those of a financial and potential proprietary nature) with third-party consultants

and attorneys who have been engaged to advise County concerning matters related to this Agreement as part of the negotiation and decision-making process, provided that County requires such third-party consultants and attorneys to comply with the confidentiality provisions set forth in this Agreement.

15.3 Developer shall Indemnify County Indemnified Parties (without any requirement that the County Indemnified Parties first pay such Claims) from Claims arising from (i) any disclosure of the Submitted Materials and/or Official Information, and (ii) any action taken by Developer Indemnitor to assert its rights under the CPRA, including but not limited to, the right to redact and/or contest any request for disclosure of Submitted Materials and/or Official Information under applicable law.

16. **Compliance with Laws.**

During the Term, Developer, at its expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders with respect to the subject matter of this Agreement.

17. **Successors and Assigns.**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

18 **Notices.**

All notices shall be in writing and either: (a) personally served at the appropriate address (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipt signed on behalf of the receiving Party or by adequate proof of service) or (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee and shall be deemed received and effective on the day such notice is actually received if received before 5:00 p.m. on a regular business day, or on the following business day if received at any other time. All addresses of the Parties for receipt of any notice to be given pursuant to this Agreement are as follows:

County:

County of Los Angeles
Office of the County Counsel
Property Division
500 West Temple Street, 6th Floor
Los Angeles, CA 90012-2932

With a copy to:

Mercy Housing California
1500 S. Grand Avenue, Suite 100
Los Angeles, CA 90015

And a copy to:

19.4 Interpretation. The word "including" shall be construed as though the words "but not limited to" were, in each case, appended thereafter, and shall not be deemed to create a limitation to the list that follows "including."

19.5 Exhibits. All references in this Agreement to exhibits shall be construed as though the words "hereby made a part hereof and incorporated herein by this reference" were, in each case, appended thereto. In the event of a conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall govern.

19.6 No Third-Party Beneficiaries. Except as expressly set forth in this Agreement, no parties other than the Parties and their successors and assigns, shall be a beneficiary of the rights conferred in this Agreement, and no other party shall be deemed a third-party beneficiary of such rights.

19.7 Severability. If (a) any provision of this Agreement is held by a court of competent jurisdiction as to be invalid, void or unenforceable and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Agreement, then the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

19.8 No Partnership. Nothing in this Agreement shall be deemed or construed as creating a partnership, joint venture, or association between the Parties, or cause either Party to be responsible in any way for the debts or obligations of the other Party.

19.9 No Assignment by Developer. The Parties acknowledge and agree that County has entered into this Agreement in reliance on Developer's unique abilities to develop the Proposed Project; consequently, Developer shall have no right to assign its rights or duties under this Agreement.

19.10 Prevailing Party. In the event that either Party to this Agreement brings an action to enforce the terms of this Agreement or declare the Party's rights under this Agreement, each Party shall bear its own costs and expense, including attorneys' fees, regardless of prevailing Party.

20. Limitations of this Agreement.

This Agreement does not constitute a commitment of any kind by County regarding the leasing, sale, or development of all or any part of the Property. Execution of this Agreement by County is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the Board as to the Project Agreements and all proceedings and decisions in connection therewith.

21. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of a signed counterpart of this Agreement by facsimile or email shall have the same legal effect as delivery of an original signed counterpart by hand. This Agreement shall only be effective as a binding legal agreement among the parties after signed counterparts have been exchanged among the Parties.

[Signature Page to Immediately Follow]

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

COUNTY:

COUNTY OF LOS ANGELES,
a public body, corporate and politic

By:

APPROVED AS TO FORM:

DAWYN HARRISON
County Counsel

By: _____
Deputy County Counsel

DEVELOPER:

MERCY HOUSING CALIFORNIA
a California nonprofit public benefit corporation

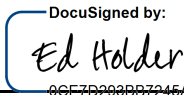
DocuSigned by:

By: _____
Name: Ed Holder
Its: Vice President

EXHIBIT A

Legal Description

(To be attached)

EXHIBIT B

Parcel Map

(To be attached)

EXHIBIT C

Letter of Intent and Preliminary Design Concept Plan

(To be attached)

EXHIBIT D

Form of Right of Entry Permit

(To be attached)



Ivy Bordenave-Priestley
County of Los Angeles Department of Beaches and Harbors
13837 Fiji Way, Marina del Rey, CA 90292

**RE: REQUEST FOR PROPOSALS FOR AN AFFORDABLE HOUSING PROJECT AT 4206 ADMIRALTY WAY,
MARINA DEL REY, CA 90292, RFP #DBH82 released July 18, 2024**

Dear Ms. Bordenave-Priestley:

In response to the solicitation referenced above, Mercy Housing California (Developer) agrees to enter into an Exclusive Negotiation Agreement (ENA) with the County for the proposed development of an affordable housing project at 4206 Admiralty Way, Marina del Rey, CA 90292 for the County of Los Angeles (County) on behalf of its Department of Beaches and Harbors (Department).

The Developer acknowledges and agrees that the County's Board of Supervisors (Board) is the ultimate decision making body for the County and, accordingly, makes the final determination on behalf of the County whether to award or not award a contract and as to the terms of such contract. The Developer additionally acknowledges and agrees that prior to submitting the ENA to the Board for award consideration, unless otherwise determined to be in the best interests of the County, the Department must complete the review process provided for under Board Policy 5.055, Services Contract Solicitation Protest.

The Developer understands and agrees that as of the date of this letter, absent extraordinary circumstances, the Developer's proposal is a matter of public record, with the exception of those specific portions of the Developer's proposal which have been justifiably defined as business or trade secrets, and, if defined by Developer, plainly marked as "Trade Secret," "Confidential," or "Proprietary." The Developer further understands and agrees that a blanket statement of confidentiality or the marking of each page of the Developer's proposal as confidential is not sufficient notice of exception and that the Developer's must specifically label only those provisions of the Developer's proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. In the event County is required to defend an action on a Public Records Act request for any such record or any parts thereof, including, but not limited to, those marked "Trade Secret", "Confidential", or "Proprietary", Developer agrees to defend and indemnify County, its special districts, elected and appointed officers, employees and other agents from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the California Public Records Act.

The Developer represents and warrants to the Department and the County as a whole that the ENA is a firm offer of the Developer, which must not be changed or revoked by Developer pending the Department's completion of the review process under the Protest Policy and submission of the Contract to the Board for award consideration, and pending the Board's determination whether to award the Contract.

Mercy Housing California

2512 River Plaza Drive, Suite 200, Sacramento, California 95833 o | 916-414-4400 f | 916-414-4490

1256 Market Street, San Francisco, California 94102 o | 415-355-7100 f | 213-743-5828

1500 S. Grand Avenue, Suite 100, Los Angeles, California 90015 o | 213-743-5820 f | 213-743-5828

TTY | 800-877-8973 or 711

mercyhousing.org

Mercy Housing is sponsored by communities of Catholic Sisters

LIVE IN HOPE





The undersigned is an authorized officer of the Developer who has actual authority to bind the Developer to each and every term, condition and obligation contained in this letter and/or in the Contract and that all requirements of the Developer have been fulfilled to provide such actual authority.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ed Holder", written over a light blue horizontal line.

Ed Holder
Vice President, Mercy Housing California

Enclosure:
Exclusive Negotiation Agreement

Mercy Housing California

2512 River Plaza Drive, Suite 200, Sacramento, California 95833 o | 916-414-4400 f | 916-414-4490

1256 Market Street, San Francisco, California 94102 o | 415-355-7100 f | 213-743-5828

1500 S. Grand Avenue, Suite 100, Los Angeles, California 90015 o | 213-743-5820 f | 213-743-5828

TTY | 800-877-8973 or 711

mercyhousing.org

Mercy Housing is sponsored by communities of Catholic Sisters

LIVE IN HOPE



RESOLUTION NO. _____

**A RESOLUTION OF THE COUNTY OF LOS ANGELES DECLARING CERTAIN
PROPERTY EXEMPT SURPLUS LAND**

WHEREAS, the County of Los Angeles ("County") is the owner in fee simple of that certain real property, located at 4206 Admiralty Way, in Marina del Rey, CA 90292, with APN 4224-006-900 ("Property");

WHEREAS, on July 12, 2022, the County's Board of Supervisors ("Board") moved to align Marina del Rey with Los Angeles County priorities of equity and inclusion – known as MdR for All; MdR for All is led by the Second District Supervisor Holly J. Mitchell and the Department of Beaches and Harbors ("Department") to expand and improve the access and use of Marina del Rey for Los Angeles residents, businesses, and visitors; One of the key strategies of the MdR for All motion is to maximize the use of County-owned land to create generational community benefits, including affordable housing;

WHEREAS, the Department, on behalf of the County, would like to enter into an Exclusive Negotiation Agreement ("ENA") between the County and Mercy Housing California ("Mercy"), a California nonprofit organization, to negotiate the potential development of an affordable housing project on the Property;

WHEREAS, pursuant to the Surplus Land Act, Government Code section 54220, et seq. ("Act"), "surplus land" is land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is either surplus land or exempt surplus land and is not necessary for the agency's use;

WHEREAS, pursuant to the Act, land shall be declared either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures;

WHEREAS, the Board's priorities for the potential development of the Property is to advance the County's overall mission to address current housing needs, the need to expand and improve the access and use of Marina del Rey for Los Angeles residents, and one of the key strategies of the MdR for All motion is to maximize the use of County-owned land to create generational community benefits, including affordable housing;

WHEREAS, the Board hereby declares, pursuant to Government Code section 54221(f)(1)(A), that the Property is exempt surplus land as the County issued an open, competitive bid by issuing its Request for Proposals, for the potential development of the Property envisioning a 100 percent affordable housing project to provide housing affordable to persons and families of low or moderate income, and that this use is in the County's best interests; and

WHEREAS, pursuant to Government Code section 54222.3, the Act is inapplicable to the disposal of exempt surplus land by a local agency.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Los Angeles hereby finds, determines, resolves and orders as follows:

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. The Board hereby declares that the Property is exempt surplus land pursuant to Government Code section 54221(f)(1)(A).

Section 3. The Director, or designee, of the Department, is hereby directed to send a copy of this Resolution to the California Department of Housing and Community Development in accordance with the Surplus Land Act Guidelines.

Section 4. The Director, or designee, of the Department, is hereby authorized, to do all things which may be deemed necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed.

Section 5. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution of the County of Los Angeles declaring certain property exempt surplus land was adopted on the _____ day of _____, 2025, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

Board of Supervisors of
the County of Los
Angeles

By

Chair of the Board of Supervisors

ATTEST:
EDWARD YEN,
Executive Officer
Of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: _____
Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/12/2025			
BOARD MEETING DATE	4/1/2025			
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th			
DEPARTMENT(S)				
SUBJECT	Negotiated Property Tax Exchange Joint Resolution for Calabasas Reorganization 2014-03			
PROGRAM				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:			
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable			
DEADLINES/ TIME CONSTRAINTS				
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$</td><td style="width: 50%;">Funding source:</td></tr> </table> <p>TERMS (if applicable): Property Tax Transfer to City of Calabasas and City of Hidden Hills: Base transfer and parcel adjustments at 1/100 of a cent, loss per \$1,000 of adjusted assessed value.</p> <p>Sales Tax sharing with City of Calabasas: Agreement terms will be declining percentage of the annual sales tax revenues generated in the annexation area over a 10-year period.</p> <p>Explanation: Property tax transfer and future revenue growth is negligible and will have minimal impact to the County. Sales tax sharing terms with the City of Calabasas will minimize County General Fund impact of sales tax revenue loss.</p>		Total cost: \$	Funding source:
Total cost: \$	Funding source:			
PURPOSE OF REQUEST	Adopt Joint Resolution for the Negotiated Exchange of Property Tax Revenue associated with the annexation involving the detachment of unincorporated territory from the County of Los Angeles and the annexation of said territory to City of Calabasas and the City of Hidden Hills, approval of the transfer of County's Regional Housing Needs Assessment Allocation for the annexation of territory to the City of Calabasas, and approval of the Agreement for Sharing City Sales Tax Revenues with the City of Calabasas.			
BACKGROUND (include internal/external issues that may exist including any related motions)	The City of Calabasas proposes to annex 164 ± acres of inhabited territory to the City of Calabasas and 12 ± acres of inhabited territory to the City of Hidden Hills. The annexation area also known as Craftsman's Corner, is located north of the intersection of Highway 101 Ventura Freeway and Parkway Calabasas, in unincorporated County adjacent to the City of Calabasas and the City of Hidden Hills. The annexation area completes the northern end of the City of Calabasas where it abuts to the neighboring City of Hidden Hills, consistent with the City of Calabasas' General Plan. Annexation			

	<p>will allow parcel owners and tenant businesses to participate in government affairs of each city and their associated activities.</p> <p>.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how:</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Doyle Chow, Principal Analyst, (213) 893-0055, dchow@ceo.lacounty.gov</p> <p>Robert Moran, Interim Manager, (213) 974-1130, rmoran@ceo.lacounty.gov</p>

**BOARD OF
SUPERVISORS**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101
ceo.lacounty.gov

Chief Executive Officer
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

April 01, 2025

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:

JOINT RESOLUTION BETWEEN THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, THE CITY COUNCILS OF THE CITY OF CALABASAS AND THE CITY OF HIDDEN HILLS, AND THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY WEST VECTOR CONTROL DISTRICT, THE RESOURCE CONSERVATION DISTRICT OF THE SANTA MONICA MOUNTAINS, AND THE LAS VIRGENES MUNICIPAL WATER DISTRICT, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF UNINCORPORATED TERRITORY KNOWN AS REORGANIZATION NO. 2014-03 TO THE CITY OF CALABASAS AND THE CITY OF HIDDEN HILLS, APPROVAL OF TRANSFER OF THE COUNTY'S REGIONAL HOUSING NEEDS ASSESSMENT ALLOCATION TO THE CITY OF CALABASAS, AND APPROVAL OF THE AGREEMENT FOR SHARING CITY SALES TAX REVENUES WITH THE CITY OF CALABASAS (THIRD DISTRICT) (4-VOTES)

SUBJECT

This action is to adopt the Joint Resolution for the Negotiated Exchange of Property Tax Revenue (Joint Resolution) associated with the annexation involving the detachment of unincorporated territory from the County of Los Angeles (County) and the annexation of said territory to City of Calabasas and the City of Hidden Hills (Cities), approval of the transfer of County's Regional Housing Needs Assessment (RHNA) allocation for the annexation of territory to the City of Calabasas, and approval of the Agreement for Sharing City Sales Tax Revenues with the City of Calabasas.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Joint Resolution, with their associated actions, the transfer of the County's RHNA allocation, and the Agreement for Sharing City Sales Tax Revenues are not subject to the

provisions of the California Environmental Quality Act (CEQA).

2. Adopt the attached Joint Resolution between the Board of Supervisors (Board), as the governing body of the County, Consolidated Fire Protection District, the County Flood Control District, the Consolidated Sewer Maintenance District, and on behalf of the LA County Library, Road District No. 3, County Lighting Maintenance District 1687, and Calabasas Lighting District; the City Council of the City of Calabasas and on behalf of the Calabasas Library Fund; the City Council of the City of Hidden Hills and on behalf of the Hidden Hills Library; the County West Vector Control District; the Resource Conservation District of the Santa Monica Mountains; and the Las Virgenes Municipal Water District, based on the negotiated exchange of property tax revenue as a result of the proposed Reorganization No. 2014-03 (Craftsman's Corner), to annex approximately 164± acres of inhabited territory to the City of Calabasas and annex approximately 12± acres of inhabited territory to the City of Hidden Hills.
3. Authorize the Chief Executive Officer, or her designee, and the Directors of the County Departments of Public Works and Regional Planning, or their designees, to take all actions to effectuate the Joint Resolution.
4. Approve the transfer of the County's RHNA allocation associated with proposed Reorganization No. 2014-03 to the City of Calabasas and instruct the Department of Regional Planning to take all actions necessary to effectuate such transfer.
5. Approve and instruct the Chair to sign the Agreement for Sharing City Sales Tax Revenues between the County and the City of Calabasas (Sales Tax Sharing Agreement-Exhibit A).
6. Withdraw the territory proposed for annexation from County Lighting Maintenance District 1687 and exclude the territory proposed for annexation from County Lighting District LLA-1, Unincorporated Zone.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2014, the City of Calabasas applied to the Local Agency Formation Commission for the County of Los Angeles (LAFCO) to annex unincorporated territory. The territory to be annexed consists of 164± acres of inhabited territory to the City of Calabasas and 12± acres of inhabited territory to the City of Hidden Hills, located north of the intersection of Highway 101 Ventura Freeway and Parkway Calabasas, in unincorporated County adjacent to the Cities. The annexation area completes the northern end of the City of Calabasas where it abuts to the neighboring City of Hidden Hills, consistent with the City of Calabasas' General Plan. Annexation will allow parcel owners and tenant businesses to participate in government affairs of each city and their associated activities.

Before LAFCO may proceed with the required hearings on the proposed annexation, State law requires the Board and the governing bodies of the Cities to negotiate and agree to a resolution that includes, but is not limited to, an exchange of property tax revenue between the County and Cities.

The City Council of the City of Calabasas and on behalf of the Calabasas Library Fund, the City Council of the City of Hidden Hills and on behalf of the Hidden Hills Library, and the Board of Directors of the County West Vector Control District, the Resource Conservation District of the Santa Monica Mountains, and the Las Virgenes Municipal Water District have adopted the Joint Resolution based on the negotiated exchange of property tax revenue resulting from the proposed annexation

of unincorporated territory to the Cities.

In 2021, the annexation area generated approximately \$461,000 in sales tax revenue for the County. The Board accepted the City of Calabasas' offer to share sales tax, a declining percentage of the annual sales tax revenues generated in the annexation area over a 10-year period, from the prior Annexation 2014-04 (West Agoura Road). The terms of the sales tax share was based on the outcome of the dispute resolution process in Annexation 2014-04. To minimize the County General Fund impact of sales tax revenue loss from proposed Reorganization 2014-03, the County offered the City of Calabasas the same terms, declining percentage of the approximately \$461,000 in annual sales tax revenues generated in the annexation area over a 10-year period. After the 10-year period, sales tax sharing will cease and the City of Calabasas will retain all sales tax revenues going forward. The City of Calabasas adopted the Agreement for Sharing City Sales Tax Revenues between the County and the City of Calabasas.

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

In order for LAFCO to proceed with the required hearings on the proposed annexation, the Board, as the governing body of the County, the Consolidated Fire Protection District, the County Flood Control District, Consolidated Sewer Maintenance District, and on behalf of the LA County Library, Road District No. 3, County Lighting Maintenance District 1687, and Calabasas Lighting District, must adopt the Joint Resolution.

Implementation of Strategic Plan Goals

These actions support the County's Strategic Plan North Star 3 — Realize Tomorrow's Government Today — by strengthening our internal controls and processes while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility.

FISCAL IMPACT/FINANCING

If the Board adopts the Joint Resolution and LAFCO approves Reorganization 2014-03, the area will then fall under the City of Calabasas' jurisdiction and will begin receiving sales tax revenue from the area. Under the terms of the Sales Tax Sharing Agreement, the City of Calabasas will transfer to the County, commencing with the fiscal year after the effective date of the annexation, 50 percent of the sales tax revenues generated from the area in the first year, with the County's share declining five percent per year thereafter for ten years until the County receives no sales tax revenues. Assuming the same revenue is generated for the ten years after the Sales Tax Sharing Agreement is in effect, the County's sales tax revenue from the area will decline as follows:

YEAR	COUNTY SALES TAX REVENUE FROM ANNEXATION AREA
0	\$461,000 (estimated revenue before annexation)
1	\$230,500
2	\$207,450
3	\$184,400
4	\$161,350
5	\$138,300
6	\$115,250

7	\$92,200
8	\$69,150
9	\$46,100
10	\$23,050
11	\$0.00

The adopted Joint Resolution will also transfer \$82,925 in base property tax revenue from the County General Fund to the City of Calabasas and will allocate a share of the annual property tax increment in each of the affected Tax Rate Areas from the County to the City of Calabasas, as contained in the Joint Resolution. In addition, the County will transfer \$40,194 in base property tax revenue from the LA County Library to the City of Calabasas Library Fund and will allocate a share of the annual property tax increment in each of the affected Tax Rate Areas from the LA County Library to the City of Calabasas Library Fund, as contained in the Joint Resolution. The adjustment to the County's base will be made in the fiscal year following the filing of the statement of boundary change for Reorganization No. 2014-03 with the California State Board of Equalization.

Lastly, the adopted Joint Resolution will transfer \$3,114 in base property tax revenue from the County General Fund to the City of Hidden Hills and will allocate a share of the annual property tax increment in each of the affected Tax Rate Areas from the County to the City of Hidden Hills, as contained in the Joint Resolution. In addition, the County will transfer \$1,281 in base property tax revenue from the LA County Library to the City of Hidden Hills Library Fund and will allocate a share of the annual property tax increment in each of the affected Tax Rate Areas from the LA County Library to the City of Hidden Hills Library Fund, as contained in the Joint Resolution. The adjustment to the County's base will be made in the fiscal year following the filing of the statement of boundary change for Reorganization No. 2014-03 with the California State Board of Equalization.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

Section 99 of the California Revenue and Taxation Code (R&T Code) requires that prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service area, or service responsibilities will be altered by such change must address the fiscal impacts of the proposed annexation by negotiating a reallocation of property tax revenue between the affected agencies and approve and accept such reallocation by resolution. The City Councils for the Cities, and the Board of Directors of the County West Vector Control District, Resource Conservation District of the Santa Monica Mountains, and the Las Virgenes Municipal Water District has adopted the negotiated Joint Resolution, as required by section 99 of the R&T Code.

To approve an agreement to share sales taxes, a resolution of the County and City of Calabasas is required pursuant to Article 13, section 29(b) of the California Constitution and Government Code Sections 55700-55707. This law also requires that a sales tax sharing agreement be approved by a two-thirds vote of the governing body of each jurisdiction that is a party to the contract. The Joint Resolution and Sales Tax Sharing Agreement satisfy these legal requirements. The City Council of Calabasas adopted the Joint Resolution and Sales Tax Sharing Agreement on June 26, 2024.

Adoption of the Joint Resolution by the Board will allow LAFCO to schedule the required public hearings to consider testimony on the proposed annexation. LAFCO will subsequently take action to

approve, approve with changes, or disapprove the proposal for the annexation.

County Counsel has reviewed the Joint Resolution and Sales Tax Sharing Agreement and has approved as to form.

The City provided an agreement in writing on June 29, 2023, to accept the transfer of the County's RHNA allocation of nine units for this proposed annexation area. Government Code Section 65584.07(d) encourages counties and cities to reach a "mutually acceptable agreement" with respect to RHNA transfers for annexations."

ENVIRONMENTAL DOCUMENTATION

The proposed Joint Resolution and Sales Tax Sharing Agreement is not a project, pursuant to the CEQA, because it is an activity that is excluded from the definition of a project by section 15378(b) of the State CEQA Guidelines. This proposed action is an administrative activity of the government, which will not result in direct, or indirect changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Upon the effective date of the annexation, the Cities will become responsible for providing municipal services to the annexing territory.

CONCLUSION

At such time as the recommendation is approved by the Board, please return one approved copy of this letter and five signed originals of the Joint Resolution and Sales Tax Sharing Agreement to LAFCO; one approved copy of this letter and a copy of the Joint Resolution and Sales Tax Sharing Agreement to the Chief Executive Office Budget and Operations Management Branch; one copy of this approved letter and a copy of the Joint Resolution and Sales Tax Sharing Agreement to the Auditor-Controller Tax Division; and one copy of this letter to the County Counsel Government Services Division.

The Honorable Board of Supervisors

4/1/2025

Page 6

Respectfully submitted,

FAD:JMN:MM

RM:DC:cg

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Sheriff
Auditor-Controller
Fire
LA County Library
Parks and Recreation
Public Works
Regional Planning
Local Agency Formation Commission for the
County of Los Angeles

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS, AS THE GOVERNING
BODY OF THE COUNTY OF LOS ANGELES, THE CONSOLIDATED FIRE
PROTECTION DISTRICT OF LOS ANGELES COUNTY, THE LOS ANGELES
COUNTY FLOOD CONTROL DISTRICT, AND THE LOS ANGELES COUNTY
CONSOLIDATED SEWER MAINTENANCE DISTRICT
AND THE
CITY COUNCILS OF THE CITY OF CALABASAS AND THE CITY OF HIDDEN HILLS,
THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY WEST VECTOR
CONTROL DISTRICT, THE RESOURCE CONSERVATION DISTRICT OF THE
SANTA MONICA MOUNTAINS, AND THE LAS VIRGENES MUNICIPAL WATER
DISTRICT, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF
PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF
TERRITORY KNOWN AS REORGANIZATION 2014-03 TO THE CITY OF
CALABASAS AND THE CITY OF HIDDEN HILLS, DETACHMENT FROM COUNTY
ROAD DISTRICT NO. 3, WITHDRAWAL FROM COUNTY LIGHTING MAINTENANCE
DISTRICT NO. 1687, WITHDRAWAL FROM THE LOS ANGELES COUNTY
LIBRARY, AND APPROVING AN AGREEMENT FOR SHARING CITY SALES TAX
REVENUES PURSUANT TO REORGANIZATION 2014-03**

WHEREAS, the City of Calabasas and the City of Hidden Hills (Cities) initiated proceedings with the Local Agency Formation Commission for Los Angeles County (LAFCO) for the annexation of territory identified as Reorganization 2014-03 to the Cities;

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

WHEREAS, the area proposed for annexation is identified as Reorganization 2014-03 and consists of approximately 164± acres of inhabited territory to the City of Calabasas and approximately 8± acres of uninhabited territory and 4± acres of inhabited territory to the City of Hidden Hills; and affected territory is located north of intersection of Highway 101 Ventura Freeway and Parkway Calabasas in Los Angeles County unincorporated territory adjacent to the City of Calabasas and Hidden Hills;

WHEREAS, the Board of Supervisors of the County of Los Angeles (County), as governing body of the County, the Consolidated Fire Protection District of Los Angeles County, the Los Angeles County Flood Control District, the Los Angeles County Consolidated Sewer Maintenance District and on behalf of Road District No. 3, County Lighting Maintenance District No. 1687, Calabasas Lighting District, and the LA County Library; the City Council of the City of Calabasas; the City Council of the City of Hidden Hills; and the governing bodies of the Los Angeles County West Vector Control District, the Resource Conservation District of the Santa Monica Mountains, and the Las Virgenes Municipal Water District, have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation of the unincorporated territory identified as Reorganization 2014-03, detachment from County

Road District No. 3, withdrawal from County Lighting Maintenance District No. 1687, and withdrawal from the LA County Library, is as set forth below;

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

WHEREAS, the areas proposed for annexation by the City of Calabasas and the City of Hidden Hills includes sewers, sewer infrastructure and (collectively "Facilities"), including, without limitation, approximately 1.71 miles, or 9,202 feet of sanitary sewer main, 42 man holes, and approximately 250,343 square feet of sanitary sewer easement serving 89 parcels which are currently owned by the County of Los Angeles (the "Annexed Sewer System") and are part of the County's Consolidated Sewer Maintenance District ("CSMD"); and

WHEREAS, the County intends and the City of Calabasas agrees that the City of Calabasas will assume ownership and maintenance responsibilities of the Facilities, except those sewer facilities located within the territory to be annexed to City of Hidden Hills, which facilities will be assumed by the City of Hidden Hills, and except the Annexed Sewer System will remain as part of the CSMD and the County will remain responsible for basic maintenance responsibilities of the Annexed Sewer System; and

WHEREAS, the County intends and the City of Calabasas agrees that the City of Calabasas will assume any current and future Building and Safety code enforcement cases within the area to be annexed into the City of Calabasas; and

WHEREAS, the County intends and the City of Hidden Hills agrees that the City of Hidden Hills will assume ownership and maintenance responsibilities of the Facilities, except those sewer facilities located within the territory to be annexed to City of Calabasas, which facilities will be assumed by the City of Calabasas, and except the Annexed Sewer System will remain as part of the CSMD and the County will remain responsible for basic maintenance responsibilities of the Annexed Sewer System; and

WHEREAS, the County intends and the City of Hidden Hills agrees that the City of Hidden Hills will assume any current and future Building and Safety code enforcement cases within the area to be annexed into the City of Hidden Hills; and

WHEREAS, the County intends and the City of Calabasas agrees that the City of Calabasas, through an agreement with Caltrans, will assume maintenance responsibility of the northern half of the Parkway Calabasas Overcrossing Bridge; and

WHEREAS, the area proposed for annexation is serviced by one or more authorized waste haulers pursuant to franchise agreement(s) for the collection of solid waste executed between the waste hauler(s) and the County. The County intends to transfer responsibility for the collection, transportation and disposal of municipal solid

waste management services, as applicable, for the territory to be annexed only, from the County to the City of Calabasas and the City of Hidden Hills (hereafter, "Transfer") and each of the cities agrees that each City will accept the Transfer once effective, as set forth in further detail in Paragraph 15 of this Resolution; and

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

WHEREAS, the City of Calabasas and the Los Angeles County Flood Control District are parties to an existing maintenance agreement ("Agreement Between City Of Calabasas And Los Angeles County Flood Control District For The Ongoing Maintenance Of LACFCD-Owned Catch Basins With Installed Trash Excluders Within The City Of Calabasas - Option 2"), pertaining to the maintenance of trash excluder devices (i.e., any device which partially blocks the opening or outlet of a catch basin to prevent trash from entering the storm drain system, including Connector Pipe Screen devices, installed at the opening of or inside any catch basin owned by the Los Angeles County Flood Control District) located within the City;

WHEREAS, the area proposed for annexation to the Cities of Calabasas and Hidden Hills may include land proposed for subdivision pursuant to the Subdivision Map Act, including the submittal of proposed tentative, parcel and/or final subdivision maps;

WHEREAS, the County's approval of a proposed subdivision may include conditions requiring the subdivider to construct and dedicate improvements including, but not necessarily limited to, storm drains, street, sewer facilities, and water quality facilities (hereinafter collectively referred to as "Subdivision Improvements") which, as of the effective date of annexation, may be in various stages of completion, ranging from initial planning to substantially completed, and which may be subject to agreements requiring the subdivider to complete the Subdivision Improvements (hereinafter referred to as "Subdivision Improvements Agreements");

WHEREAS, the County and Cities of Calabasas and Hidden Hills intend that any subdivision maps which are pending approval by the County as of the effective date of Reorganization No. 2014-03, shall be reviewed and approved as provided in this resolution and that any Subdivision Improvements that have not be accepted by the County as of the effective date of Reorganization No. 2014-03 shall be inspected, reviewed, accepted, transferred or assigned as provided in this resolution; and

WHEREAS, the Board of Supervisors of the County of Los Angeles and the City Council of the City of Calabasas seek to reach an agreement as to the temporary sharing of sales tax revenues generated from the area proposed to be annexed into the

City of Calabasas, pursuant to the terms set forth below and in the attached Sales Tax Sharing Agreement:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenue between the County and the Cities, resulting from Reorganization 2014-03 is approved and accepted.
2. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2014-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue received by County Road District No. 3, attributable to Reorganization 2014-03, shall be transferred to the County, and the County Road District No. 3 share in the annexation area shall be reduced to zero.
3. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2014-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, a base of Forty Thousand, One Hundred, and Ninety-Four Dollars (\$40,194) in property tax revenue attributable to the LA County Library, within the territory of Reorganization 2014-03, shall be transferred to the Calabasas Library Fund, and the following ratios of annual property tax increment attributable to each respective Tax Rate Areas in the Reorganization 2014-03 territory shall be transferred from the LA County Library to the Calabasas Library Fund as shown below, and the LA County Library's share in the annexation area shall be reduced to zero.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Calabasas Library	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Calabasas Library	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Calabasas Library
4169	0.023931055	9002	0.023964482	12657	0.023953544
4930	0.023963994	9003	0.023940184	12917	0.023953544
4945	0.023931055	9024	0.023941771	12918	0.023434774
4971	0.023953544	9040	0.023964482	14132	0.023963994
5476	0.023953544	9244	0.023930493	14133	0.023963994
5988	0.023953544	11213	0.023964482	14141	0.023941771
6108	0.023953544	11855	0.023964482	15159	0.023931055
9000	0.023930493	12656	0.023931055	15160	0.023953544

4. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2014-03 with the Board of Equalization pursuant

to Government Code sections 54902 and 57204, a base of One Thousand, Two Hundred, and Eighty-One Dollars (\$1,281) in property tax revenue attributable to the LA County Library, within the territory of Reorganization 2014-03, shall be transferred to the Hidden Hills Library, and the following ratios of annual property tax increment attributable to each respective Tax Rate Areas in the Reorganization 2014-03 territory shall be transferred from the LA County Library to the Hidden Hills Library as shown below, and the LA County Library's share in the annexation area shall be reduced to zero.

Tax Rate Area	Annual Tax Increment Ratio Transfer to the Hidden Hills Library	Tax Rate Area	Annual Tax Increment Ratio Transfer to the Hidden Hills Library
4971	0.023953544	9023	0.023963994

5. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2014-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, Eighty-Two Thousand, Nine Hundred, and Twenty-Five Dollars (\$82,925) in base property tax revenue shall be transferred from the County to the City of Calabasas.

6. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2014-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Areas in the Reorganization 2014-03 territory shall be transferred from the County to the City of Calabasas as shown below and the County's share shall be reduced accordingly:

Tax Rate Area	Annual Tax Increment Ratio Transfer to the City of Calabasas	Tax Rate Area	Annual Tax Increment Ratio Transfer to the City of Calabasas	Tax Rate Area	Annual Tax Increment Ratio Transfer to the City of Calabasas
4169	0.044648351	9002	0.058847987	12657	0.058815961
4930	0.047643738	9003	0.047588288	12917	0.047617911
4945	0.047562339	9024	0.047585852	12918	0.047807236
4971	0.058815961	9040	0.04764384	14132	0.058847861
5476	0.047617911	9244	0.047817099	14133	0.047643738
5988	0.047617911	11213	0.04764384	14141	0.047585852
6108	0.048359749	11855	0.04764384	15159	0.047562339
9000	0.047563873	12656	0.047562339	15160	0.058815961

7. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2014-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, Three Thousand, One Hundred, and Fourteen Dollars (\$3,114) in base property tax revenue shall be transferred from the County to the City of Hidden Hills.

8. For the fiscal year commencing after the filing of the statement of boundary change for Reorganization 2014-03 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Areas in the Reorganization 2014-03 territory shall be transferred from the County to the City of Hidden Hills as shown below and the County's share shall be reduced accordingly:

Tax Rate Area	Annual Tax Increment Ratio Transfer to the City of Hidden Hills	Tax Rate Area	Annual Tax Increment Ratio Transfer to the City of Hidden Hills
4971	0.057188545	9023	0.057123509

9. From and after the effective date of Reorganization No. 2014-03, the City Council of the City of Calabasas and the Board of Supervisors of the County of Los Angeles do hereby authorize and approve the transfer of the ownership of the Annexed Sewer System portion within the area to be annexed into the City of Calabasas from the County of Los Angeles to the City of Calabasas subject to Resolution 91-48 adopted by the City of Calabasas on August 7, 1991.

10. From and after the effective date of Reorganization No. 2014-03, the City Council of the City of Hidden Hills and the Board of Supervisors of the County of Los Angeles do hereby authorize and approve the transfer of the ownership of the Annexed Sewer System portion within the area to be annexed into the City of Hidden Hills from the County of Los Angeles to the City of Hidden Hills subject to Resolution No. 145 adopted by the City of Hidden Hills on November 1, 1970.

11. The City Council of the City of Calabasas and the City Council of the City of Hidden Hills in turn hereby authorize and approve the transfer of ownership and responsibility of their respective City portions of the Annexed Sewer System to each City respectively.

12. From and after the effective date of Reorganization No. 2014-03, the City Council of the City of Calabasas and the City Council of the City of Hidden Hills and the Board of Supervisors of the County of Los Angeles do hereby authorize and approve the transfer of ownership and responsibility for maintenance for all Facilities located within their respective cities, except the Annexed Sewer System will remain as part of the CSMD and the CSMD will remain responsible for basic maintenance responsibilities of the Annexed Sewer System..

13. From and after the effective date of Reorganization No. 2014-03, the City Council of the City of Calabasas and the Board of Supervisors of the County of Los Angeles do hereby authorize and approve the transfer of ownership and responsibility for maintenance for all roads located within the area to be annexed to the City of Calabasas, as provided in this resolution.

14. From and after the effective date of Reorganization No. 2013-03, the City Council of the City of Calabasas and the City Council of the City of Hidden Hills and the Board of Supervisors of the County of Los Angeles do hereby authorize and approve the transfer of the responsibility for enforcement of all Building and Safety code enforcement cases within their respective cities, as provided in this resolution.

15. From and after the effective date of Reorganization No. 2014-03, the City Council of the City of Calabasas shall assume responsibility for maintenance of the northern half of the Parkway Calabasas Overcrossing Bridge, as provided in this resolution.

16. Prior to the effective date of Reorganization No. 2014-03, the City Council of the City of Calabasas and the City Council of the City of Hidden Hills and the Board of Supervisors of the County of Los Angeles will take the necessary steps, as set forth in the County's franchise agreement(s), to transfer responsibility for the collection, transportation and disposal of municipal solid waste management services, as applicable, for the territory to be annexed area only, from the County to the City of Calabasas and the City of Hidden Hills (hereinafter, "Transfer") so that such Transfer will become effective upon the date of the Reorganization. The City of Calabasas and the City of Hidden Hills acknowledge that such Transfer is only possible if the County's existing franchise haulers (County's existing franchises) are agreeable to the Transfer

existing franchise haulers (County's existing franchises) are agreeable to the Transfer and will take the required steps under the County's franchise agreements to complete the Transfer. Once the Transfer is completed and upon the effective date of the Reorganization: (a) each of the cities will accept the Transfer and ensure solid waste collection, transportation and disposal services are provided to the affected properties within the territory annexed into the City of Calabasas and the City of Hidden Hills; and (b) the County will not collect franchise fees from the haulers for the territory annexed.

17. The City of Calabasas acknowledges that from and after the effective date of Reorganization No. 2014-03 it will be responsible for the enforcement of flood plain management regulations within the area annexed by the City of Calabasas and shall assume responsibility for administering compliance with the National Flood Insurance Program in connection with the area annexed by the City of Calabasas.

18. The City of Hidden Hills acknowledges that from and after the effective date of Reorganization No. 2014-03 it will be responsible for the enforcement of flood plain management regulations within the area annexed by the City of Hidden Hills and shall assume responsibility for administering compliance with the National Flood Insurance Program in connection with the area annexed by the City of Hidden Hills.

19. From and after the effective date of Reorganization No. 2014-03, the City of Calabasas shall assume responsibility for compliance with the requirements and obligations of the MS4 Permit as they relate to the area annexed by the City of Calabasas.

20. From and after the effective date of Reorganization No. 2014-03, the City of Hidden Hills shall assume responsibility for compliance with the requirements and obligations of the MS4 Permit as they relate to the area annexed by the City of Hidden Hills.

21. From and after the effective date of Reorganization No. 2014-03, the City of Calabasas shall amend the Watershed Management Program for the Upper Los Angeles River Watershed to reflect that the area annexed by the City of Calabasas is within the jurisdiction of the City of Calabasas.

22. From and after the effective date of Reorganization No. 2014-03, the City of Hidden Hills shall amend the Watershed Management Program for the Upper Los Angeles River Watershed to reflect that the area annexed by the City of Hidden Hills is within the jurisdiction of the City of Hidden Hills.

23. From and after the effective date of Reorganization No. 2014-03, the City of Calabasas shall amend the Coordinated Integrated Monitoring Program for the Upper Los Angeles River Watershed to reflect that the area annexed by the City of Calabasas is within the jurisdiction of the City of Calabasas.

24. From and after the effective date of Reorganization No. 2014-03, the City of Hidden Hills shall amend the Coordinated Integrated Monitoring Program for the

Upper Los Angeles River Watershed to reflect that the area annexed by the City of Hidden is within the jurisdiction of the City of Hidden Hills.

25. From and after the effective date of Reorganization No. 2014-03, the City of Calabasas shall amend the existing cost-sharing Memorandum of Understanding for the Upper Los Angeles River Watershed group to reflect that the area annexed by the City of Calabasas is within the jurisdiction of the City of Calabasas.

26. From and after the effective date of Reorganization No. 2014-03, the City of Hidden Hills shall amend the existing cost-sharing Memorandum of Understanding for the Upper Los Angeles River Watershed group to reflect that the area annexed by the City of Hidden is within the jurisdiction of the City of Hidden Hills.

27. From and after the effective date of Reorganization No. 2014-03, the City of Calabasas shall assume ownership of and responsibility for all trash excluder devices (i.e., any device which partially blocks the opening or outlet of a catch basin to prevent trash from entering the storm drain system, including Connector Pipe Screen devices, installed at the opening of or inside any catch basin owned by the Los Angeles County Flood Control District) located in the area annexed by the City of Calabasas and shall amend the existing maintenance agreement with the Los Angeles County Flood Control District ("Agreement Between City Of Calabasas And Los Angeles County Flood Control District For The Ongoing Maintenance Of LACFCD-Owned Catch Basins With Installed Trash Excluders Within The City Of Calabasas - Option 2") to add the catch basins located within the area annexed by the City of Calabasas.

28. The County Lighting Districts are impacted by Reorganization No. 2014-03. Upon approval of Reorganization No. 2014-03, those portions of County Lighting Maintenance District No. 1687 and County Lighting District Landscaping and Lighting Act-1 (Unincorporated Zone) located within the proposed annexation boundary shall be withdrawn from County Lighting Maintenance District No. 1687 and detached from County Lighting District Landscaping and Lighting Act-1(Unincorporated Zone), respectively. The responsibility for the administration, operation, and maintenance of the existing streetlights located therein shall be transferred to the City of Calabasas effective upon the date of the jurisdictional change.

29. Any Subdivision Improvements within the area annexed by the City of Calabasas for which plans have been approved by the County but construction has not been completed and accepted by the County as of the effective date of Reorganization No. 2014-03 shall, upon the effective date of Reorganization No. 2014-03, continue to be subject to construction inspection by the County. However, the City of Calabasas shall be responsible for final construction approval of the Subdivision Improvements and acceptance upon final approval. Notwithstanding the preceding sentence, the County may elect to assign any Subdivision Improvement Agreement and related financial security to the City of Calabasas, and the City of Calabasas shall accept the assignment; and, from and after the date of the assignment, will be responsible for conducting all further construction inspection, approval and acceptance of the Subdivision Improvements.

30. Any Subdivision Improvements within the area annexed by the City of Hidden Hills for which plans have been approved by the County but construction has not been completed and accepted by the County as of the effective date of Reorganization No. 2014-03 shall, upon the effective date of Reorganization No. 2014-03, continue to be subject to construction inspection by the County. However, the City of Hidden Hills shall be responsible for final construction approval of the Subdivision Improvements and acceptance upon final approval. Notwithstanding the preceding sentence, the County may elect to assign any Subdivision Improvement Agreement and related financial security to the City of Hidden Hills, and the City of Hidden Hills shall accept the assignment; and, from and after the date of the assignment, will be responsible for conducting all further construction inspection, approval and acceptance of the Subdivision Improvements.

31. Any Subdivision Improvements within the area annexed by the City of Calabasas for which plans have not been approved by the County as of the effective date of Reorganization No. 2014-03, shall continue to be subject to plan review by the County until any fees previously collected by the County for the review of the Subdivision Improvements have been exhausted. Thereafter, the City of Calabasas shall be responsible for conducting any additional plan review necessary to approve the plans, including the collection of any additional fees, and for the final approval of the plans, issuance of any construction permits, construction inspection, construction approval and acceptance related to the Subdivision Improvements. Notwithstanding the preceding sentence, the County may elect to assign any Subdivision Improvement Agreement and related financial security for the Subdivision Improvements to the City of Calabasas, and the City of Calabasas shall accept the assignment; and, from and after the date of the assignment, will be responsible for conducting all further plan review, construction inspection, approval and acceptance of the Subdivision Improvements.

32. Any Subdivision Improvements within the area annexed by the City of Hidden Hills for which plans have not been approved by the County as of the effective date of Reorganization No. 2014-03, shall continue to be subject to plan review by the County until any fees previously collected by the County for the review of the Subdivision Improvements have been exhausted. Thereafter, the City of Hidden Hills shall be responsible for conducting any additional plan review necessary to approve the plans, including the collection of any additional fees, and for the final approval of the plans, issuance of any construction permits, construction inspection, construction approval and acceptance related to the Subdivision Improvements. Notwithstanding the preceding sentence, the County may elect to assign any Subdivision Improvement Agreement and related financial security for the Subdivision Improvements to the City of Hidden Hills, and the City of Hidden Hills shall accept the assignment; and, from and after the date of the assignment, will be responsible for conducting all further plan review, construction inspection, approval and acceptance of the Subdivision Improvements.

33. Upon the effective date of Reorganization No. 2014-03, the City of Calabasas shall be responsible for the final approval of any pending subdivision maps relating to land in the area annexed by the City of Calabasas; provided however, that

the County shall continue the technical review of any such subdivision maps until the fees previously collected by the County for the review of the subdivision maps have been exhausted. Thereafter, the City of Calabasas shall be responsible for conducting any additional technical map review necessary to approve the maps, including the collection of any additional fees.

34. Upon the effective date of Reorganization No. 2014-03, the City of Hidden Hills shall be responsible for the final approval of any pending subdivision maps relating to land in the area annexed by the City of Hidden Hills; provided however, that the County shall continue the technical review of any such subdivision maps until the fees previously collected by the County for the review of the subdivision maps have been exhausted. Thereafter, the City of Hidden Hills shall be responsible for conducting any additional technical map review necessary to approve the maps, including the collection of any additional fees.

35. The City Council of the City of Calabasas and the Board of Supervisors of the County of Los Angeles, as authorized by article 13, Section 29(b) of the California Constitution and Government Code sections 55700-55707, hereby approve the attached "Agreement Between the City of Calabasas and the County of Los Angeles for Sharing City Sales Tax Revenues Pursuant to Reorganization 2014-03," and authorize and direct the Mayor of the City of Calabasas and Chair of the County Board, respectfully, to sign it in substantially the same form as attached hereto as Exhibit A.

36. Within thirty (30) days of the recordation of the Certificate of Completion, the cities of Calabasas and Hidden Hills shall notify all public utilities as defined in section 216 of the California Public Utilities Code that are providing service (including, but not limited to, providers of electricity, retail water, natural gas, and telecommunications) in the affected territory subject to the cities' jurisdiction that the public utilities are required to make necessary changes to impacted customer accounts within ninety (90) days of the recordation of the Certificate of Completion consistent with Government Code Section 56886.1, including adjustments or cessation in payment of the Utility User Tax resulting from such annexation, when applicable.

37. From and after the effective date of Reorganization No. 2014-03, the City Council of the City of Calabasas and the Board of Supervisors of the County of Los Angeles do hereby authorize and approve the transfer the Regional Housing Needs Assessment allocation for the area from the County to the City of Calabasas. Accordingly, nine total housing units (2 very-low-income units; 1 low-income unit; 2 moderate-income units; and 4 above-moderate-income units) shall be transferred from the County to the City of Calabasas as a result of the annexation.

/

/

/

/

/

/

PASSED, APPROVED AND ADOPTED this 9th day of October 2024 by the following vote:

AYES: Councilmembers: Albrecht, Bozajian, Shapiro, Kraut, and Weintraub
NOES:
ABSENT:
ABSTAIN:



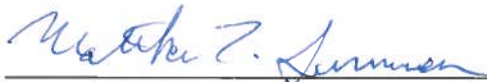
Alicia Weintraub, Mayor
City of Calabasas, California

ATTEST:



Lisa Pope, City Clerk
City of Calabasas

APPROVED AS TO FORM:



Matt Summers, City Attorney
City of Calabasas

/

/

/

/

/

/

/

/

/

/

(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this 15th day of October, 2024 by the following vote:

AYES: Mayor Gold, Mayor Pro Tem Weber, Council Members Loggia,
McCorkindale and Wasserman
ABSENT: None
NOES: None
ABSTAIN: None



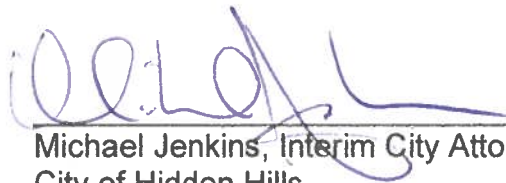
Eniko Gold, Mayor
City of Hidden Hills, California

ATTEST:



Deana L. Gonzalez, CMC, City Clerk
City of Hidden Hills

APPROVED AS TO FORM:



Michael Jenkins, Interim City Attorney
City of Hidden Hills

/

/

/

/

/

/

/

/

/

/

PASSED, APPROVED AND ADOPTED this 11 day of July,
2024 by the following vote:

AYES: 12

ABSENT: 2

NOES: 0

ABSTAIN: 0

Los Angeles County West Vector Control District



Signature

Aaron Arugay - Executive Director
Print Name and Title

ATTEST:

Benson Benson
Secretary

/

(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this 23 day of September,
2024 by the following vote:

AYES: 3

ABSENT: 2

NOES: 0

ABSTAIN:

Resource Conservation District of Santa Monica Mountains



Signature

Richard Brady, Board President

Print Name and Title

ATTEST:



Secretary

/

(Signed in Counterpart)

2024 by the following vote:

Levine, Lewitt, Polan

ABSENT: None

NOES: None

ABSTAIN: None

Las Virgenes Municipal Water District

Signature

Jay Lewitt, President

ATTEST:

~~Gary Burns, Secretary~~

APPROVED AS TO FORM:

W. Keith Lemieux, District Counsel

(Signed in Counterpart)

EXHIBIT A to
JOINT TAX TRANSFER RESOLUTION

**AGREEMENT BETWEEN THE CITY OF CALABASAS AND THE
COUNTY OF LOS ANGELES FOR SHARING
CITY SALES TAX REVENUES PURSUANT TO REORGANIZATION 2014-03**

This sales tax sharing agreement ("Agreement") is entered into between the City of Calabasas ("Calabasas" or "City"), and the County of Los Angeles ("County"), and effective on the date set forth herein. Calabasas and the County are sometimes individually referred to in this Agreement as "Calabasas," "City," "County" or "Party" and collectively as "Parties."

RECITALS

Whereas, on or about December 10, 2014, Calabasas submitted to the Local Agency Formation Commission for Los Angeles County ("LAFCO") application number 2014-03 ("annexation application"), pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Division 3, Title 5 commencing with Section 5600, of the California Government Code), for which the LAFCO Notice of Filing is attached hereto as Attachment "1";

Whereas, the annexation application proposes to annex certain unincorporated territory into Calabasas ("annexation area") consisting of approximately 164 acres of unincorporated territory generally located north of the intersection of Highway 101 (Ventura Freeway) and Parkway Calabasas in the County of Los Angeles, commonly known as "Craftsman Corner" and described in the LAFCO Notice of Filing;

Whereas, the annexation application also proposes annexation of approximately 12 acres of unincorporated territory into the City of Hidden Hills, which is not the subject of this Agreement;

Whereas, pursuant to California Revenue and Taxation Code section 99 ("Section 99"), the parties commenced negotiations over the transfer of responsibility for municipal services and the accompanying tax revenues that should result if LAFCO approves the annexation application;

Whereas, article 13, Section 29(b) of the California Constitution and Government Code sections 55700-55707 authorizes cities and counties to enter into a contract to share between them the revenue derived from any sales or use tax imposed by them and collected for them by the State under the Bradley-Burns Uniform Local Sales and Use Tax Law, when the resolution or ordinance proposing such contract is approved by two-thirds (2/3) vote of the governing body of each jurisdiction that is a party to the contract.

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1. Purpose of Agreement

The purpose of the Agreement is to implement sharing of sales tax revenue between the County and the City generated from the annexation area for a ten year period following LAFCO's completion of the annexation.

Section 2: Definitions

- A. **Effective Date** means the date of the filing of the statement of boundary change for Reorganization 2014-03 with the Tax Area Services Section of the State Board of Equalization and the Auditor-Controller and Assessor of the Los Angeles County pursuant to California Government Code sections 54902 and 57204.
- B. **Fiscal Year** means any year commencing on July 1 of any calendar year and ending on June 30 of the subsequent year.
- C. **City Sales Tax** means the local sales and use taxes imposed by the City of Calabasas under the Bradley-Burns Uniform Local Sales and Use Tax Law, California Revenue and Taxation Code sections 7200 *et seq.*
- D. **City Sales Tax Revenue** means revenues collected by the California Board of Equalization (hereinafter "BOE") and transmitted to City as City Sales Taxes. City Sales Tax Revenue excludes the portion of City Sales Tax that is retained by the BOE as reimbursement for expenses incurred in collecting and administering the City Sales Tax.
- E. **Sales Quarter** means the calendar year quarter commencing on January 1, April 1, July 1, or October 1, and ending the following March 31st, June 30th, September 30th, or December 31st, respectively in which the sale is made and tax revenue is accrued.
- F. **Payment Period** means each six-month period occurring twice per Fiscal Year from (1) January 1 through June 30, and (2) July 1 through December 31.

Section 3. Agreement to Share Sales Tax Revenues

- A. Calabasas shall share actual City Sales Tax Revenue collected in the annexation area for a ten year period, beginning with a 50% split in year one and then declining the County's share by an additional 5% each year thereafter for the next 10 years until Year 11, at which time Calabasas' share of the Sales Tax Revenue will be 100%. Year one shall begin on the first day of the next Sales Quarter following the Effective Date, unless LAFCO establishes a different effective date for Reorganization 2014-03, in which case year one

shall begin on the first day of the next Sales Quarter following the effective date set for the Reorganization No. 2014-03 by LAFCO.

- B. The City will pay the County the agreed upon share of the sales tax revenue after the end of each Payment Period as set forth in Section 3.A. of this Agreement and within 20 business days of end of each Payment Period.
- C. The Parties agree that there may be changes in the facts and/or amendments to the current law subsequent to the execution date of this Agreement that may change the distribution of sales tax to the County or City under this Agreement. The Parties recognize that legislation may be enacted or a court may issue an order that affects or changes the revenues from the subject area which may impact the type of revenues, the percentage of taxes or fees, the person or entity subject to the taxes and fees, or the manner in which the revenues are distributed to entities. Therefore, if either of the Parties believes that any change in law, whether by legislation or Court decision has occurred that is inconsistent with the Parties' intent, that Party may request and negotiate in good faith a revision of the Agreement to conform with the intent of this Agreement.

Section 4. Reconciliation of Sales Tax Revenue and Payments to County

- A. As soon as possible following the end of each Fiscal Year, the County's Chief Executive Office and City's Director of Finance, shall reconcile the amount of the sales tax payments made to the City based on (1) the actual amount received by the City from the BOE attributable to the annexation area; and (2) the allocation percentages enumerated in this Agreement between the County and the City. If at any time this reconciliation shows an overpayment was made to the County, the City shall notify the County of the overpayment. The County and the City shall work together to determine the true overpayment. The City shall make an adjustment for the overpayment from the next payment due to the County. If the City makes an underpayment to the County, the County and the City shall work together to ascertain the true amount of the underpayment to the County, and the City shall include the under paid amount in the next payment due to County.
- B. If at any time during or after the term of this Agreement, the BOE discovers that any portion of County Sales Tax Revenue attributed to the annexation area was inaccurately allocated and paid to the City, and the BOE requires repayment or offsets against future distribution of City Sales Tax Revenue, the City shall make a written request for repayment from the County of any amount that was improperly paid to the County. If the County fails to make such repayment within 90 calendar days after the City's written demand, the repayment obligation of the County shall accrue simple interest of 2% per annum as of the 91st day from the City's written request.

C. The County Chief Executive Office shall work with the City's Director of Finance to make a final reconciliation of the City's Sales Tax Revenue received by City attributable to the annexation area and the payments made to the County pursuant to this Agreement. The City and County shall notify each other of any over or under payment amounts. The Parties agree to reimburse each other for any and all underpayments or overpayments identified in the final reconciliation within 3 (three) months of the date of the notification to the City or the County. Should either party fail to make a required reimbursement within three months, the reimbursement obligation shall accrue interest commencing on the 91st day after the notification to City or County as the case may be at a two percent (2%) interest rate on the outstanding obligation, compounded monthly, until paid.

Section 5. Entire Agreement.

With respect to the subject matter hereof only, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings, and understanding of any nature whatsoever between the County and the City, except as otherwise provided herein.

Section 6. Indemnification

Each Party shall indemnify, hold harmless, save and defend the other party, its officials, agents and employees from and against any and all claims, demands, damages, causes of action, liens, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with this Agreement, and/or the sharing of Sales Tax Revenues. The foregoing shall not apply to claims or liabilities caused by the sole negligence of either the City or County or their officers or employees.

Section 7. Notices

Any notices, requests, certifications or other correspondence required to be provided by the parties under this Agreement shall be in writing and shall be personally delivered or delivered by first class United States mail to the respective parties at the following addresses:

TO COUNTY:

Chief Executive Office
County of Los Angeles
500 W. Temple, Street, Room 713
Los Angeles, CA 90012
Attention: Budgets and Operations
Management Branch

TO CITY:

City Manager
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

IN WITNESS WHEREOF, the Parties hereto execute this Agreement:

CITY OF CALABASAS

By: 
Alicia Weintraub, Mayor

Dated: _____

Attest: 
Annie Krdilyan, Interim City Clerk

APPROVED AS TO FORM:
Matthew T. Summers, City Attorney

By: 

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

Dated: _____

Attest:

Executive Officer of the Board of Supervisors

APPROVE AS TO FORM
County Counsel

By: 
Deputy County Counsel



Wednesday, February 26, 2025

Submission ID 6163976010351775170

Supplemental Declaration Form

Department Name Chief Executive Office

Department Point of Contact:

Name Doyle Chow

Email dchow@ceo.lacounty.gov

Phone Number (213) 895-0055

Title of Proceeding Negotiated Property Tax Exchange Joint Resolution for Calabasas Reorganization 2014-03

Agenda Date Tuesday, April 1, 2025

Type of Proceeding Other Entitlement for Use

Will you be uploading a Supplemental Declaration Form Excel Spreadsheet or completing the online form? Online Form

Are you submitting this form as for a Party or a Participant? Party

Individual/Company Name City of Calabasas and City of Hidden Hills

List any parent, subsidiary, related entities, and any other entities that are directed or controlled by the individual/Company? n/a

List all individuals who have the authority to make decisions for the Individual/Company about making contributions to a County Officer, regardless of whether you or the Individual/Company have actually made a contribution? Please include the Name and Title of the Individual below.

Name of Individual	Title of Individual
n/a	

List all subcontractors named in the bid n/a

List names of all individuals or entities (i.e., agents, law firms, consultants) who communicated with the County on behalf of the Individual/Company

Name of Individual or Entity	If an Individual, Name of Their Employer
Kindon Meik	City of Calabasas
Tom Bartlett	City of Calabasas
Michael Klein	City of Calabasas
Gloria Molleda	City of Hidden Hills

In the past 12 months, did the individual/company applicant, any of the parent, subsidiary, or related entities, or any of the agents named above disclose making a contribution to a County officer that, when added together, is more than \$250 in total contributions to that officer?

No

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/12/2025	
BOARD MEETING DATE	4/1/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Parks and Recreation	
SUBJECT	ATHENS PARK SWIMMING POOL RENOVATION PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT, PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT CAPITAL PROJECT NO. 8A105 (SUPERVISORIAL DISTRICT 2) (FY2024-25, 4-VOTES)	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The intent is to complete all repairs prior to the 2025 Pool Season beginning in May of 2025	
COST & FUNDING	Total cost: \$550,000	Funding source: Measure A
	TERMS (if applicable):	
	Explanation: The total estimated proposed Project cost of \$550,000 includes jurisdictional review, construction, change order/contingency, and County services. The Project Schedule and Budget Summary are included in Attachment I. Approval of the appropriation adjustment (Attachment II) will reflect a total increase of \$550,000 in appropriation to the Athens Park Swimming Pool Improvements Project, Capital Project No. 8A105, fully offset with the Measure A annual allocation grant program.	
PURPOSE OF REQUEST	The proposed Project will address significant wear in the pool deck and plaster by replacing the pool plaster and renovating portions of the existing pool deck. The proposed Project will be delivered through a Board-approved JOC.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Athens Park is an 18-acre park located at 12603 S Broadway, in the unincorporated community of Willowbrook, and features two large baseball fields, gymnasium, swimming pool, large community room, and computer lab. Athens Park is located in a high park need study area, as determined by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment. In addition to the attractive urban parkland, Athens Park provides year-round recreational programs, including after	

	<p>school and summer day camps, Parks After Dark, youth sports such as basketball, baseball, football, cheerleading, and lifeguard training.</p> <p>The swimming pool is located adjacent to the recently renovated historic pool house in the northeast section of the park and features several recent improvements, including new LED lighting on the pool deck and underwater lighting. The pool is heavily used during the summer months and provides valuable respite from the heat for the community. Usage is expected to increase due to the extended pool hours made possible by the upgraded lighting. Over the past several years, the pool deck and plaster have shown significant wear, including cracking in both the pool deck and plaster. These issues require repair to prevent further damage, pool closures, and potential safety concerns.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how:</p> <p>Athens Park is located in a high park need study area, as determined by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>The proposed recommendations will further the County Strategic Plan Goals to Make Investment That transform Lives (North Star 1) through Healthy Individuals and Families (Strategy 1.A.ii) by promoting healthy lifestyles and the improvement of physical health outcomes, and to Realize Tomorrow's Government Today (North Star 3) through Equity-Centered Policies and Practices (Strategy 3.C.i) by implementing projects that are equity-based and seek racial, social, and economic equity in County parks and through Internal Controls and Processes (Strategy 3.G.ii) by effectively managing County park assets in ways that are fiscally responsible and align with the County's highest priority needs.</p>
DEPARTMENTAL CONTACTS	<p>Robert Nava, Project Manager (626) 588-5349 rnava@parks.lacounty.gov</p> <p>Daniel Abratte, Section Head (626) 588-5350, dabratte@parks.lacounty.gov</p>



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

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

April 1, 2025

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:

**ATHENS PARK SWIMMING POOL RENOVATION PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT,
PROJECT SCOPE, BUDGET, AND
APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 8A105
(SUPERVISORIAL DISTRICT 2) (FY2024-25, 4-VOTES)**

SUBJECT

Approval of the recommended actions will find the proposed Athens Park Swimming Pool Renovation Project exempt from the California Environmental Quality Act; establish and approve the proposed capital project; approve the project scope, budget, and appropriation adjustment; and authorize the Director of Parks and Recreation, or her designee, to proceed with the proposed project through a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Athens Park Swimming Pool Renovation Project categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and in the records of the project.
2. Establish and approve the proposed Athens Park Swimming Pool Renovation Project, Capital Project Number 8A105, with a total project budget of \$550,000.
3. Approve an appropriation adjustment for the Athens Park Swimming Pool Renovation Project, Capital Project Number 8A105, to increase appropriation by \$550,000 fully offset with revenue from the Los Angeles County Regional Park and Open Space District, Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016

(Measure A) to fully fund the proposed project.

4. Authorize the Director of Parks and Recreation, or her designee, to deliver the proposed Athens Park Swimming Pool Renovations Project through a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Athens Park Swimming Pool Renovation Project (Project) exempt from the California Environmental Quality Act (CEQA); establish and approve Capital Project (CP) No. 8A105; approve the proposed Project scope, budget, and appropriation adjustment; and will authorize the Department of Parks and Recreation (Department) to implement the proposed Project through a Board-approved Job Order Contract (JOC).

Athens Park is an 18-acre park located at 12603 South Broadway, in the unincorporated community of Willowbrook, and features two large baseball fields, gymnasium, swimming pool, large community room, and computer lab. Athens Park is located in a high park need study area, as determined by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment. In addition to the attractive urban parkland, Athens Park provides year-round recreational programs, including after school and summer day camps, Parks After Dark, youth sports such as basketball, baseball, football, cheerleading, and lifeguard training. The swimming pool is located adjacent to the recently renovated historic pool house in the northeast section of the park. Recent improvements at the swimming pool include new light-emitting diode (LED) lighting on the pool deck and underwater lighting.

The pool is heavily used during the summer months and provides valuable respite from the heat for the community. Usage is expected to increase due to the extended pool hours made possible by the upgraded lighting. Over the past several years, the pool deck and plaster have shown significant wear, including cracking in both the pool deck and plaster. These issues require repair to prevent further damage, pool closures, and prevent safety concerns at the pool deck. The proposed Project will renovate portions of the existing pool deck and replace the pool plaster.

The proposed Project will be delivered through a Board-approved JOC.

Implementation of Strategic Plan Goals

The proposed recommendations will further the County Strategic Plan Goals to Make Investments That Transform Lives (North Star 1) through Healthy Individuals and Families (Strategy 1.A.ii) by promoting healthy lifestyles and the improvement of physical health outcomes, and to Realize Tomorrow's Government Today (North Star 3) through Equity-Centered Policies and Practices (Strategy 3.C.i) by implementing projects that are equity-

based and seek racial, social, and economic equity in County parks and through Internal Controls and Processes (Strategy 3.G.ii) by effectively managing County park assets in ways that are fiscally responsible and align with the County's highest priority needs.

Implementation of County Sustainability Goals

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

FISCAL IMPACT/FINANCING

The total estimated proposed Project cost of \$550,000 includes jurisdictional review, construction, change order/contingency, and County services. The Project Schedule and Budget Summary are included in Attachment I.

The proposed Project is fully funded by the Los Angeles County Regional Park and Open Space District (RPOSD), Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 (Measure A) annual allocation grant program in the amount of \$550,000.

Approval of the appropriation adjustment (Attachment II) will increase appropriation by \$550,000 for the Athens Park Swimming Pool Renovation Project, Capital Project No. 8A105, fully offset with revenue from the Los Angeles County Regional Park and Open Space District, Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 (Measure A) Funds.

Operating Budget Impact

Based on the proposed Project description, the Department does not anticipate any one-time start-up and ongoing costs. The provisions of the proposed Project have maintenance requirements that will be fulfilled with existing Department staff and resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

The JOC contractor who is awarded this contract will be required to fully comply with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), Chapter 2.203 (Contractor Employee Jury Service Program), and Chapter 2.201 (Living Wage Program). The proposed Project will proceed in accordance with the Board's consolidated Local and Targeted Worker Hire Policy (LTWHP) adopted on September 6, 2016, and last amended on June 11, 2019.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is exempt from the Civic Art Allocation as it involves repairs at the pool shell, deck, and related areas.

Funding acknowledgement and maintenance of this project in perpetuity is required by RPOSD in accordance with the Measure A annual allocation grant funding.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from the CEQA. The project, which includes the renovation of portions of the existing pool deck and the replacement of the pool plaster, is within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in sections 15301 (d) and 15302(c) of the State CEQA Guidelines and Classes 1 (c) and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, and replacement or reconstruction of existing structures and facilities involving negligible or no expansion of capacity.

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

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

CONTRACTING PROCESS

Implementation of the renovations will be completed using a Board-approved JOC. The Department has made the determination that JOC is the most appropriate procurement method for delivery of the construction scope.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will require temporary closure of some areas of the Aquatic Facility, including the swimming pool and adjacent decking. The Department will minimize and mitigate disruption by phasing work and providing advanced notification to the public. The Department will coordinate closures with the Athens Park staff to minimize disruption to the public.

CONCLUSION

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

Should you have any questions, please contact Robert Nava at (626) 588-5349 or rnava@parks.lacounty.gov, or Daniel Abratte at (626) 588-5350 or dabratte@parks.lacounty.gov, or Johanna Hernandez at (626) 588-5370 or bll@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González
Director

NEG:AB:CK:DA:rn
Enclosures

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

ATTACHMENT I

**ATHENS PARK SWIMMING POOL RENOVATION PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT,
PROJECT SCOPE, BUDGET, AND
APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 8A105
(SUPERVISORIAL DISTRICT 2) (FY2024-25, 4-VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Board Approval	April 2025
Jurisdictional Approvals	April 2025
Construction Award	April 2025
Substantial Completion	May 2025
Project Acceptance	June 2025

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Project Budget
Construction	
Construction	\$ 430,000
Change Orders	\$ 75,000
Subtotal	\$ 505,000
Jurisdictional Review/Permits	\$ 25,000
County Services	\$ 20,000
TOTAL	\$ 550,000

ATTACHMENT II

**ATHENS PARK SWIMMING POOL RENOVATION PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT,
PROJECT SCOPE, BUDGET, AND
APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 8A105
(SUPERVISORIAL DISTRICT 2) (FY2024-25, 4-VOTES)**

APPROPRIATION ADJUSTMENT

(SEE ATTACHED)

April 01, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PARKS AND RECREATION

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**

PARKS AND RECREATION

ATHENS PARK SWIMMING POOL RENOVATION PROJECT

A01-CP-91-R410-65043-8A105

REGIONAL PARK AND OPEN SPACE DISTRICT-MEASURE A

INCREASE REVENUE

550,000

PARKS AND RECREATION

ATHENS PARK SWIMMING POOL RENOVATION PROJECT

A01-CP-6014-65043-8A105

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION

550,000

SOURCES TOTAL**\$ 550,000****USES TOTAL****\$ 550,000****JUSTIFICATION**

Reflects an increase of \$550,000 in appropriation to the Athens Park Swimming Pool Renovation Project, Capital Project Number 8A105, offset with grant revenue from the Los Angeles County Regional Park and Open Space District, Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 (Measure A), to fully fund the proposed project.

Carolyn Bernardez Digitally signed by Carolyn Bernardez
Date: 2025.02.26 09:44:18 -08'00'**AUTHORIZED SIGNATURE**

Carolyn Bernardez, Chief Financial Officer

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

ACTION



RECOMMENDATION

AUDITOR-CONTROLLER

BY **Andrea Turner**
Digitally signed by Andrea
Turner
Date: 2025.02.26 10:52:00
08:00B.A. NO. **188**DATE **2/26/25**

APPROVED AS REQUESTED



APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY **Matthew J.
Diaz**Digitally signed by Matthew
J. Diaz
Date: 2025.02.26 10:59:36
08:00DATE **2/26/25**

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/12/2025		
BOARD MEETING DATE	4/1/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Parks and Recreation		
SUBJECT	Castaic Lake State Recreation Area Overlook Picnic Area Shade Shelters Replacement Project, Capital Project Number 8A103; Frank G. Bonelli Regional Park North Shore Picnic Shelters Replacement Project, Capital Project Number 8A104; Establish and approve capital projects; approve project scopes and budgets; approve appropriation adjustments.		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$3,500,000	Funding source: \$3,000,000 Measure A Grant Funds. \$500,000 California State Parks Locally-Operated State Parks Program (LOSPP)	
	TERMS (if applicable):		
	Explanation: The proposed Projects are fully funded by the Los Angeles County Regional Park and Open Space District (RPOSD), Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 (Measure A) Annual Allocation Program in the amount of \$3,000,000 and an additional \$500,000 from the State of California Natural Resources Agency, Locally Operated State Parks Program (LOSPP) grant funds, for the Castaic Lake State Recreation Area Overlook Picnic Area Shade Shelters Replacement Project, Capital Project No. 8A103.		
PURPOSE OF REQUEST	<ul style="list-style-type: none"> Find that the projects are exempt from CEQA; Approve the proposed project scope and budget; Approve an appropriation adjustment for the project, fully offset with Measure A Grant Funds; and Authorize the Director of the Department of Parks and Recreation (or her designee) to deliver the project through Board-approved Job Order Contracts. 		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> The upper picnic South Beach and Hobie Beach areas of Castaic Park State Recreation Area are widely visited and serve park patrons with shaded picnic areas. Over the years, the picnic shelters have been dismantled by the Regional Facilities Agency due to risk of structural failure from weather and termite damage. 		

	<ul style="list-style-type: none"> • The North Shore Boat Launch Area of Frank G. Bonelli Regional Park is the primary launching facility for motorized watercrafts and serves park patrons with shaded picnic areas. Over the years, the roof systems of several sets of historic picnic shelters have been dismantled by the Regional Facilities Agency due to risk of roof failure from weather and termite damage. • The proposed project scope for Castaic Lake State Recreation Area Overlook Picnic Area Shade Shelters Replacement Project, Capital Project No. 8A103 includes replacement of the picnic shelters; repairs to existing concrete slabs; improvements to area accessibility; and improvements to related amenities. • The proposed project scope for Frank G. Bonelli Regional Park North Shore Picnic Shelters Replacement Project, Capital Project No. 8A104 includes restoration of picnic shelter roofs; repairs to existing concrete slabs; improvements to area accessibility; and improvements to related amenities.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: According to the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment, Bonelli Park, located in study area #156, is an area of low park needs. However, as a regional park with a 25-mile service radius, Bonelli Park serves many communities experiencing moderate to high park needs, including Charter Oak, Baldwin Park, El Monte, La Puente, and Temple City.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The proposed projects will achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6) of the Our County Sustainability Plan.
DEPARTMENTAL CONTACTS	Seth Babb, Park Project Coordinator, (213) 732-4521, sbabb@parks.lacounty.gov Daniel Abratte, Capital Projects Group Section Head, (626) 252-5691, dabratte@parks.lacounty.gov



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

April 1, 2025

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:

**CASTAIC LAKE STATE RECREATION AREA OVERLOOK PICNIC AREA SHADE
SHELTERS REPLACEMENT PROJECT, CAPITAL PROJECT NO. 8A103
FRANK G. BONELLI REGIONAL PARK NORTH SHORE PICNIC SHELTERS
REPLACEMENT PROJECT, CAPITAL PROJECT NO. 8A104
ESTABLISH AND APPROVE CAPITAL PROJECTS
APPROVE PROJECT SCOPES AND BUDGETS
APPROVE APPROPRIATION ADJUSTMENTS
(SUPERVISORIAL DISTRICT 5) (FY 2024-25, 4-VOTES)**

SUBJECT

Approval of the recommended actions will find the proposed Castaic Lake State Recreation Area Overlook Picnic Area Shade Shelters Replacement Project and the Frank G. Bonelli Regional Park North Shore Picnic Shelters Replacement Project categorically exempt from the California Environmental Quality Act; establish and approve the proposed capital projects, project scopes and budgets, and appropriation adjustments; and authorize the Director of Parks and Recreation, or her designee, to deliver the proposed capital projects through a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Castaic Lake State Recreation Area Overlook Picnic Area Shade Shelters Replacement Project categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find the proposed Frank G. Bonelli Regional Park North Shore Picnic Shelters Replacement Project categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

3. Establish and approve the proposed Castaic Lake State Recreation Area Overlook Picnic Area Shade Shelters Replacement Project, Capital Project No. 8A103, with a total project budget of \$2,000,000.
4. Establish and approve the proposed Frank G. Bonelli Regional Park North Shore Picnic Shelters Replacement Project, Capital Project No. 8A104, with a total project budget of \$1,500,000.
5. Approve an appropriation adjustment in the amount of \$3,500,000 as follows: \$1,500,000 to each proposed Project from the Los Angeles County Regional Park and Open Space District Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 (Measure A), and an additional \$500,000 for the Castaic Lake State Recreation Area Overlook Picnic Area Shade Shelters Replacement Project, Capital Project No. 8A103, from the State of California Natural Resources Agency, Locally Operated State Parks Program (LOSPP) grant funds, to fully fund the proposed Projects.
6. Authorize the Director of Parks and Recreation or her designee, to deliver the proposed capital projects through a Board-approved Job Order Contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Castaic Lake State Recreation Area Overlook Picnic Area Shade Shelters Replacement Project and the Frank G. Bonelli Regional Park North Shore Picnic Shelters Replacement Project (collectively, the Projects) exempt from the California Environmental Quality Act (CEQA); establish and approve the proposed Projects; and approve the proposed Project scopes and budgets and appropriation adjustment. The recommended actions will also authorize the Department of Parks and Recreation (Department) to implement the proposed Projects through a Board-approved Job Order Contract (JOC).

Castaic Lake State Recreation Area Overlook Picnic Area Shade Shelters Replacement Project, Capital Project No. 8A103

The proposed Project is located at the South Beach and Hobie Beach picnic areas, also known as the Overlook Picnic Area of Castaic Lake State Recreation Area, located at 32132 Castaic Lake Drive, Castaic. Castaic Lake State Recreation Area is a 12,658-acre Natural Area with two bodies of water. Recreation activities include power and non-power boating, swimming, fishing, camping, picnic areas, playgrounds, a remote control airplane field, and trails for bicycling, horseback riding, and hiking.

According to the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment, Castaic Lake State Recreation Area, located in study area #91, is in an area of moderate park need. As a regional park with a 25-mile service radius, Castaic

Lake State Recreation Area also serves many communities experiencing moderate to high park needs, including Canoga Park, Winnetka, Reseda, and Northridge.

The Overlook Picnic Area is widely visited and serves park patrons with shaded picnic shelters. Over the years, many of the picnic shelters have been dismantled by the Department due to risk of structural failure from weather and termite damage.

The proposed project scope includes replacement of the picnic shelters; repairs to existing concrete slabs; improvements to area accessibility; and improvements to related amenities.

Frank G. Bonelli Regional Park North Shore Picnic Shelters Replacement Project,
Capital Project No. 8A104

The proposed Project is located at the North Shore Boat Launch Area of Frank G. Bonelli Regional Park, located at 250 East Puddingstone Drive, San Dimas. Frank G. Bonelli Regional Park is an 1,824 acre Regional Park. Recreation activities include power and non-power boating, swimming, fishing, camping, picnic areas, playgrounds, softball fields, and trails for bicycling, horseback riding, and hiking.

According to the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment, Bonelli Park, located in study area #156, is an area of very low park need. However, as a regional park with a 25-mile service radius, Bonelli Park serves many communities experiencing moderate to high park need, including unincorporated Charter Oak, and the cities of Baldwin Park, El Monte, La Puente, and Temple City.

The North Shore Boat Launch Area is the primary launching facility for motorized watercrafts and serves park patrons with shaded picnic shelters. Over the years, the roofs of the historic picnic shelters have been dismantled by the Department due to risk of roof failure from weather and termite damage. Using the existing steel posts, whenever possible, would allow for restoring the roofs to their original character with a Board-approved architectural consultant specializing in historic preservation.

The proposed Project scope includes restoration of picnic shelter roofs; repairs to existing concrete slabs; improvements to area accessibility; and improvements to related amenities.

Department staff will utilize the services of a Board-approved as-needed Consultant to provide plans and specifications for both proposed Projects.

Implementation of Strategic Plan Goals

The proposed recommendations will further the County Strategic Plan Goals to Realize Tomorrow's Government Today (North Star 3) through Equity-Centered Policies and Practices (Strategy 3.C.i) by implementing projects that are equity-based and seek racial, social, and economic equity in County parks and through Internal Controls and Processes (Strategy 3.G.ii) by effectively managing County park assets in ways that are fiscally responsible and align with the County's highest priority needs.

Implementation of County Sustainability Goals

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

FISCAL IMPACT/FINANCING

The total costs for the proposed Projects include plans and specifications, jurisdictional approvals, construction costs, change order/contingency, and County Services. The proposed Project Schedules and Budget Summaries are included in Attachment I.

The proposed Projects are fully funded by the Los Angeles County Regional Park and Open Space District Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 (Measure A) annual allocation grant program in the amount of \$1,500,000 to each proposed Project and an additional \$500,000 from State of California Natural Resources Agency, Locally Operated State Parks Program (LOSPP) grant funds for the Castaic Lake State Recreation Area Overlook Picnic Area Shade Shelters Replacement Project. Attachment II includes the funding breakdown for each of the proposed Projects.

Approval of the appropriation adjustments (Attachment III) will reflect a total increase of \$2,000,000 to the Castaic Lake State Recreation Area Overlook Picnic Area Shade Shelters Replacement Project, Capital Project No. 8A103, and \$1,500,000 to the Frank G. Bonelli Regional Park North Shore Picnic Shelters Replacement Project, Capital Project No. 8A104.

Operating Budget Impact

Based on the proposed Projects description, the Department does not anticipate any one-time start-up and ongoing costs. The provisions of the proposed Projects have maintenance requirements that will be fulfilled by existing departmental staff and resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the recommended actions will authorize the Department to implement the proposed Projects using a Board-approved JOC as the work involves repair, remodeling, and refurbishing of County facilities. The standard Board-directed clauses that provide for contract termination, negotiation, and hiring displaced County employees will be included in the JOC. The JOC contractor who is awarded this contract will be required to fully comply with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), Chapter 2.203 (Contractor Employee Jury Service Program), and Chapter 2.201 (Living Wage Program).

The proposed Projects will proceed in accordance with the Board's consolidated Local and Targeted Worker Hire Policy (LTWHP) adopted on September 6, 2016 and last amended on June 11, 2019. The proposed Projects will include a best-efforts goal that at least 30 percent (30%) of the total California craft worker hours for refurbishment work on the Projects be performed by local residents.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004 and last amended on August 4, 2020, the proposed Projects are exempt from the Civic Art Allocation as they involve repair and replacement of building systems.

Per grant guidelines, a deed restriction is required on Measure A funded projects. The intent of the deed restriction is to ensure that projects developed using this funding are maintained and operated in perpetuity. Additionally, a funding acknowledgement sign must be placed on site in perpetuity.

ENVIRONMENTAL DOCUMENTATION

The proposed Projects are categorically exempt from the California Environmental Quality Act (CEQA). The Projects, which include the replacement of picnic shelters, repairs to picnic concrete slabs, and related picnic area and jurisdictional required ADA improvements, are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in sections 15301 (d), 15302(c), and 15331 of the State CEQA Guidelines and Classes 1 (c) and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Projects provide for restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety; replacement or reconstruction of existing structures and facilities involving negligible or no expansion of capacity; and maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

Based on the records of the proposed Projects', they will each comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

CONTRACTING PROCESS

Design work, including plans, construction documents, specifications, and cost estimating services will be completed by Board-approved as-needed consultants.

Implementation of the improvements will be completed using a Board-approved JOC. The Department has made the determination that JOC is the most appropriate procurement method for delivery of the construction scope.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have limited impacts to County services or projects at these facilities. The Department will coordinate with contractors and park staff to minimize closures and mitigate disruption to these facilities and parking areas.

CONCLUSION

Upon approval by the Board, please instruct the Executive Office-Clerk of the Board, to forward one adopted copy to the Chief Executive Office, Capital Projects Division, and one adopted copy to the Department of Parks and Recreation.

Should you have any questions, please contact Seth Babb at (213) 732-4521 or sbabb@parks.lacounty.gov, Daniel Abratte at (626) 588-5350 or dabratte@parks.lacounty.gov, or Johanna Hernandez at (626) 588-5370 or jhernandez6@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ
Director

NEG:AB:JS:CK:DA:sb

Attachments

The Honorable Board of Supervisors

April 1, 2025

Page 7

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

DRAFT

ATTACHMENT I

**CASTAIC LAKE STATE RECREATION AREA OVERLOOK PICNIC AREA SHADE
SHELTERS REPLACEMENT PROJECT, CAPITAL PROJECT NO. 8A103
FRANK G. BONELLI REGIONAL PARK NORTH SHORE PICNIC SHELTERS
REPLACEMENT PROJECT, CAPITAL PROJECT NO. 8A104
ESTABLISH AND APPROVE CAPITAL PROJECTS
APPROVE PROJECT SCOPES AND BUDGETS
APPROVE APPROPRIATION ADJUSTMENTS
(SUPERVISORIAL DISTRICT 5) (FY 2024-25, 4-VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Frank G. Bonelli Regional Park Shade Structures CP No. 8A104	Castaic Lake State Recreation Area Picnic Area CP No. 8A103
Board Letter	April 2025	April 2025
Construction Documents	August 2025	August 2025
Jurisdictional Approvals/Permits	November 2025	November 2025
Construction Award	December 2025	December 2025
Substantial Completion	April 2026	April 2026
Project Acceptance	May 2026	May 2026

II. PROJECT BUDGET SUMMARY

Project Activity	Frank G. Bonelli Regional Park Shade Structures CP No. 8A104	Castaic Lake State Recreation Area Picnic Area CP No. 8A103
Construction		
Construction	\$ 1,100,000	\$ 1,612,000
Contingency	\$ 110,000	\$ 180,000
Subtotal	\$ 1,210,000	\$ 1,792,000
Soft Costs		
Plans and Specifications	\$ 197,000	\$ 48,000
Jurisdictional Approvals/Permits	\$ 48,000	\$ 80,000
County Services	\$ 45,000	\$ 80,000
Subtotal	\$ 290,000	\$ 208,000
TOTAL	\$ 1,500,000	\$ 2,000,000

ATTACHMENT II

**CASTAIC LAKE STATE RECREATION AREA OVERLOOK PICNIC AREA SHADE
SHELTERS REPLACEMENT PROJECT, CAPITAL PROJECT NO. 8A103
FRANK G. BONELLI REGIONAL PARK NORTH SHORE PICNIC SHELTERS
REPLACEMENT PROJECT, CAPITAL PROJECT NO. 8A104
ESTABLISH AND APPROVE CAPITAL PROJECTS
APPROVE PROJECT SCOPES AND BUDGETS
APPROVE APPROPRIATION ADJUSTMENTS
(SUPERVISORIAL DISTRICT 5) (FY 2024-25, 4-VOTES)**

No.	CAPITAL PROJECT #	PROJECT LOCATION	PROJECT DESCRIPTION	FUNDING SOURCE	AMOUNT
1	8A104	Frank G. Bonelli Regional Park	Picnic Shelters Replacement Project	Measure A	1,500,000
2	8A103	Castaic Lake State Recreation Area	Picnic Shelters Replacement Project	Measure A LOSPP	1,500,000 500,000
					Total: 3,500,000

ATTACHMENT III

**CASTAIC LAKE STATE RECREATION AREA OVERLOOK PICNIC AREA SHADE
SHELTERS REPLACEMENT PROJECT, CAPITAL PROJECT NO. 8A103
FRANK G. BONELLI REGIONAL PARK NORTH SHORE PICNIC SHELTERS
REPLACEMENT PROJECT, CAPITAL PROJECT NO. 8A104
ESTABLISH AND APPROVE CAPITAL PROJECTS
APPROVE PROJECT SCOPES AND BUDGETS
APPROVE APPROPRIATION ADJUSTMENTS
(SUPERVISORIAL DISTRICT 5) (FY 2024-25, 4-VOTES)**

(SEE ATTACHED)

April 01, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PARKS AND RECREATION

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
PARKS AND RECREATION CASTAIC LAKE SRA OVERLOOK PICNIC SHADE SHELTERS REPLACEMENT A01-CP-91-R410-65043-8A103 REGIONAL PARK AND OPEN SPACE DISTRICT-MEASURE A INCREASE REVENUE 1,500,000	PARKS AND RECREATION CASTAIC LAKE SRA OVERLOOK PICNIC SHADE SHELTERS REPLACEMENT A01-CP-6014-65043-8A103 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 2,000,000
PARKS AND RECREATION BONELLI REGIONAL PARK N. SHORE PICNIC SHELTERS REPLACEMENT A01-CP-91-R410-65043-8A104 REGIONAL PARK AND OPEN SPACE DISTRICT-MEASURE A INCREASE REVENUE 1,500,000	PARKS AND RECREATION BONELLI REGIONAL PARK N. SHORE PICNIC SHELTERS REPLACEMENT A01-CP-6014-65043-8A104 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 1,500,000
PARKS AND RECREATION CASTAIC LAKE SRA OVERLOOK PICNIC SHADE SHELTERS REPLACEMENT A01-CP-88-8752-65043-8A103 STATE-OTHER / CAPITAL PROJECTS INCREASE REVENUE 500,000	
SOURCES TOTAL \$ 3,500,000	USES TOTAL \$ 3,500,000

JUSTIFICATION

Reflects an increase of \$2.0M in appropriation to Capital Project (CP) No. 8A103, fully offset by \$1.5M revenue from the Regional Park and Open Space District Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 (Measure A) and \$0.5M revenue from State of California Natural Resources Agency Locally Operated State Parks Program, and an increase of \$1.5M appropriation to CP No. 8A104, fully offset by revenue from Measure A.

Carolyn Bernardez Digitally signed by Carolyn Bernardez
Date: 2025.02.26 09:29:23 -08'00'

AUTHORIZED SIGNATURE

Carolyn Bernardez, Chief Financial Officer

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

AUDITOR-CONTROLLER

B.A. NO. 189



ACTION



RECOMMENDATION

Andrea

Digitally signed by
Andrea Turner
Date: 2025.02.26
11:19:46 -08'00'

BY

Turner

DATE

2/26/25



APPROVED AS REQUESTED



APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/12/2025	
BOARD MEETING DATE	4/1/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Award of Service Contract for Landscape Maintenance Services for West Area	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The current contract will expire on March 31, 2025. The award of this contract will continue the current services by the recommended contractor, J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company.	
COST & FUNDING	Total cost: \$6,493,579	Funding source: Funding for these services is included in the Internal Service Fund (B04) Fiscal Year 2024-25 Budget, which will be reimbursed by the Flood Control District Fund (B07). Funding to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	TERMS (if applicable): This 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 contract term of 66 months.	
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a Proposition A service contract to J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, for landscape and grounds maintenance services at various County Flood Control District locations and other areas located within Supervisorial Districts 1, 3, and 5.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The work will consist of landscape and other maintenance services including, but not limited to, turf and ground cover maintenance, irrigation, pruning of trees and shrubs, brush clearance, and the control of weeds and vegetation disease throughout the various Flood Control District facilities within the west maintenance areas of the County of Los Angeles.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works notified over 34,000 subscribers using weekly GovDelivery notification and on our "Do Business with Public Works" website. Public Works also notified all small businesses registered with the Department of Economic Opportunity and advertised in	

	regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This recommendation supports Board Priority No. 7, Sustainability, by maintaining the impacted sites from overgrown trees, weed and litter control, and by providing Public Works cost-effective resources to operate programs in a financially sustainable manner.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & E-mail: Adam Ariki, Deputy Director, (626) 458-4012, cell (626) 476-6703, aariki@pw.lacounty.gov

FLDPUB\HQ\BOARD LETTER\2025\LANDSCAPE MAINTENANCE WEST



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

April 1, 2025

IN REPLY PLEASE
REFER TO FILE: **SWM-0**

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:

**WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
LANDSCAPE MAINTENANCE SERVICES FOR WEST AREA
(SUPERVISORIAL DISTRICTS 1, 3, AND 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a Proposition A service contract to J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, a Local Small Business Enterprise, for landscape maintenance services to maintain various locations within the west maintenance area of Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair of the Board to execute the contract to J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, a Local Small Business Enterprise, for landscape maintenance services in the west area. This 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 contract term of 66 months and a maximum potential contract sum of \$6,493,579.

4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, has successfully performed during the previous contract period and the services are still required, to approve and execute amendments to incorporate necessary changes within the scope of work, and to suspend and/or terminate the contract for convenience if it is in the best interest of the County to do so.
5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award a contract to provide landscape and grounds maintenance services to maintain various Flood Control District facilities within the west maintenance areas of the County of Los Angeles. The work to be performed will consist of trimming and care of trees; cutting seeded grass and wildflowers, shrubbery, and vines; weed and litter control; operation and management of irrigation systems; and other landscape maintenance-related work, including on-call services. Regular landscape maintenance in flood control facilities enhances water management, reduces erosion, and promotes healthier ecosystems, ultimately benefiting the surrounding communities by safeguarding infrastructure and improving resilience against flooding.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal E, Economic Health, Strategy ii, Small Businesses; 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, and Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets. The recommended actions support ongoing efforts to manage and improve public infrastructure assets by contracting with the contractor who has the expertise to provide these services accurately, efficiently, timely, and in a responsive manner, which will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The 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 contract period of 66 months and a maximum potential contract sum of \$6,493,579. The total maximum potential contract sum includes additional funding for disposal fees and reimbursement for replacement parts and materials, and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract. Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms. The annual contract sums for each term, if all renewal options are exercised, are as follows:

The sum for the initial term is \$684,376.

The sum for the first option term is \$779,436.

The sum for the second option term is \$853,574.

The sum for the third option term is \$919,465.

The sum for the fourth and final option term is \$990,502.

The sum for the month-to-month option to extend up to 6 months is \$495,251.

Funding for these services is included in the Internal Service Fund (B04 – Services and Supplies) Fiscal Year 2024-25 Budget, which will be reimbursed by the Flood Control District Fund (B07 – Services and Supplies). When the need arises for services under this contract, financing the required services will be from the appropriate fund source. Total annual expenditure for these services, however, will not exceed the contract's amount approved by the Board. Funds to finance the contract's optional years, disposal fees, parts and material replacement reimbursements, and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved the recommended contract, which has been executed by J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. This contract will commence on April 1, 2025, or upon the Board's approval, whichever occurs last, 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 contract term of 66 months. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding.

The current contract is extended until September 27, 2025, but will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.

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

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

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

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

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (h) of the California Environmental Quality Act Guidelines and Class 1, Subsection (j) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, the contract work involves trimming and care of trees; cutting seeded grass and wildflowers, shrubbery, and vines; weed and litter control; operation and management of irrigation systems; and other landscape maintenance-related work, including on-call services at various flood control facilities located within the western portions of Los Angeles County, which will comply with all applicable regulations. 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 this activity may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable based on the records of the activity.

CONTRACTING PROCESS

In 2014, 2016, 2019, and 2021, the enclosed notices of the Request for Statement of Qualifications (RFSQ) were placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, X (formerly Twitter), and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, and *La Opinión*. Public Works also informed all registered Local Small Business Enterprises, Disabled Veteran Business Enterprises, Social Enterprises, Community Business Enterprises, independent contractors, various business development centers, and municipalities about this business opportunity. The RFSQ is currently open continuous.

The Statement of Qualifications were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an evaluation committee consisting of Public Works staff utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/ references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation from 2014 to present, 11 statements received a passing score and were placed on the Qualified Contractors List.

On January 8, 2024, Public Works issued an Invitation for Bids soliciting bids from the responsive and responsible vendors on the Qualified Contractors List. Public Works notified the applicable union of this solicitation.

On April 3, 2024, three bids were received. The bids were evaluated based on the price category. Based on this evaluation, it is recommended that this contract be awarded to the lowest cost, responsive and responsible contractor, J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, a Local Small Business Enterprise.

The Honorable Board of Supervisors
April 1, 2025
Page 6

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:JG:mg

Enclosures

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

AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES – WEST AREA

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, a California Corporation, a California Corporation, located at 1419 S. East End Avenue, Pomona, CA 91766, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Bid Submission filed with the COUNTY on April 3, 2024, hereby agrees to provide services as described in this Contract for Landscape Maintenance Services – West Area.

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit A.2, Schedule of Prices; Exhibit A.3, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1, Performance Requirements Summary; Exhibit G.1, Bid Submission Instructions; Exhibit H, Tree Trimming Specifications; Exhibit I, Maps; Exhibit J, Trash Disposal, Green Waste Recycling, and Mulch Use Report; and Exhibit K, On-Road Diesel-Fueled Vehicles Emissions Inventory Reporting Form; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications (RFSQ) including Exhibits thereto; Addenda to the RFSQ, and the Invitation for Bids (IFB) and Addenda thereto, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Forms PW-2.1 through PW-2.6, an amount not to exceed the maximum potential contract sum of \$3,795,429 for the entire contract period or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$684,376; the sum for the first optional term is \$779,436; the sum for the second optional term is \$853,574; the sum for the third optional term is \$919,465; the sum for the fourth and last optional term is \$990,502; and a month-to-month extension up to 6 months at the PW-2.6 rates for \$495,251.

FOURTH: This Contract's initial term will be for a period of 1 year commencing on April 1, 2025, or upon the Board's approval, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the

COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR will bill monthly in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly or unit rates quoted in Schedule of Prices Forms PW-2.1 through PW-2.6.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

Los Angeles County Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustment will be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through K, inclusive, the COUNTY'S provisions will control and be binding.

TWELFTH: In the event that there are discrepancies in the work requirements between the Scope of Work from the RFSQ document and this IFB's Scope of Work resulting from the RFSQ (2014 SQPA001 - Formerly 2014 PA039), per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

//
//
//
//
//
//
//
//

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

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

Margaret Ambrose
Type/Print Name

J. OROZCO ENTERPRISES, INC. DBA
OROZCO LANDSCAPE AND TREE
COMPANY

By _____
Its President

Jose J. Orozco
Type/Print Name

By _____
Its Secretary

Jose J. Orozco
Type/Print Name

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles)

On 12-18-2024 before me, Teresa Orozco, Notary Public
(insert name and title of the officer)

personally appeared Jose J. Orozco
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

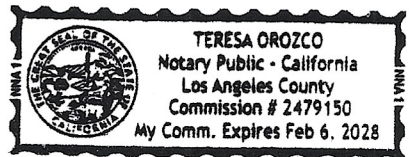
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Teresa Orozco

(Seal)



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION
FOR LANDSCAPE MAINTENANCE SERVICES - WEST AREA**

SELECTED FIRMS

	Proposer Name (Prime with subcontractors* listed below)	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority-Owned	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	LGBTQQ-Owned Business Enterprise
1	J. Orozco Enterprises, Inc., DBA: Orozco Landscape and Tree Co.	YES	YES	NO	NO	NO	NO	NO	NO
*	Golden West Arbor Services, Inc.	YES	YES	NO	NO	NO	NO	NO	NO

*only subcontractors with Utilization Participation are listed.

NON-SELECTED FIRMS

	Proposer Name	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority-Owned	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	LGBTQQ-Owned Business Enterprise
1	Oakridge Landscape, Inc.	NO	NO	NO	NO	NO	NO	NO	NO
2	Parkwood Landscape Maintenance Inc.	NO	NO	NO	NO	NO	NO	NO	NO

FIRM INFORMATION**		J. Orozco Enterprises, Inc., DBA: Orozco Landscape and Tree Co.	Oakridge Landscape, Inc.	Parkwood Landscape Maintenance Inc.
BUSINESS STRUCTURE		Corporation	Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP		
OWNERS/PARTNERS	Black/African American	0	0	0
	Hispanic/Latino	1/100%	1/10%	0
	Asian or Pacific Islander	0	0	0
	Native American	0	0	0
	Subcontinent Asian	0	0	0
	White	0	1/90%	2/100%
	TOTAL	1	2	2
	<i>Female (included above)</i>	0	0	0
COUNTY CERTIFICATION				
CBE		N/A	N/A	N/A
LSBE		Y	N/A	N/A
OTHER CERTIFYING AGENCY		DGS: Department of General Services	N/A	N/A

** Information provided by bidders in response to the Invitation for Bids. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

ENCLOSURE C

Bid Detail Information

Bid Number : PW-ASD940
Bid Title : RFSQ Landscape and Grounds Maintenance Services (2014 SQPA001 – FORMERLY 2014-PA039)
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 12/4/2014
Closing Date : Continuous
Bid Amount : \$ 0
Bid Download : Not Available
Bid Description :

PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications for Landscape and Grounds Maintenance Services (2014-PA039). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when the County anticipates the need for landscape and grounds maintenance services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077 or erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

1. Proposer must have a minimum of three years of experience providing landscape maintenance services. Subcontracting is not allowed to meet this requirement.
2. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. Subcontracting is not allowed to meet this requirement.
3. Proposer and/or its subcontractor(s) employee must submit a copy of a valid and active arborist and/or horticulturist certification.
4. Proposer and/or its subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
5. Proposer and/or its subcontractor(s) employee must submit a copy of a valid and active State of California Qualified Applicator license.

Once the need to utilize the contractor's services is identified, Public Works will send out a Bid Request to all qualified contractors with a specific work description, price sheets, and may include additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to an established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

Please note that there will be a Mandatory Proposers' Conference for this Request for Statement of Qualifications (RFSQ) on Monday, April 10, 2017, 8:30 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. However, those Proposers who attended the previous Proposers' Conference on December 16, 2014, or June 11, 2015 are not required to attend this Proposers' Conference. Public Works will reject proposers whose attendance cannot be verified at either the December 16, 2014, June 11, 2015, or April 10, 2017 Proposers' Conference.

Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

Please note that the Qualified Contractor List may be utilized by other County departments and/or special districts of the County for their solicitation needs.

This RFSQ process may take several weeks to process before a vendor is added to the Qualified

ENCLOSURE C

Contractors List. Therefore, it is imperative that Proposers return all Statement of Qualifications material no later than April 24, 2017.

Statement of Qualifications received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works cashier time stamp, which may delay your firm's addition to the Qualified Contractors List.

Amendment Date : 5/19/2015 Information update 1

Download Available Info Update 1 - Conference Reopening

PDF 26.67 K [InfoUpdate1.pdf](#)

Contact Name : Eric Fong

Contact Phone# : (626) 458-4077

Contact Email : erfong@dpw.lacounty.gov

Last Changed On : 3/21/2017 10:48:55 AM

[Back to Last Window](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/12/2025	
BOARD MEETING DATE	4/1/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	CP Harbor-UCLA Medical Center Pathology Laboratory Equipment Replacement and Kitchen Grille Evaporative Cooler Replacement Projects	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board letter.	
DEADLINES/ TIME CONSTRAINTS	Board approval is required in May 2025 as the obsolete and inoperable equipment is impacting the operations of the pathology laboratory and retail kitchen.	
COST & FUNDING	Total cost: \$4,400,000.00, Capital Project No. 8A096; \$815,000.00, Capital Project No. 8A097	Funding source: Department of Health Services Enterprise Fund-Committed for Department of Health Services
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Approve the projects, budgets, and appropriation adjustment; and authorize Public Works to deliver the projects using Board-approved Job Order Contracts.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The existing equipment at the pathology laboratory is at the end of its useful life; the Harbor-UCLA Medical Center Pathology Laboratory Equipment Replacement Project includes replacement of various pieces of equipment to maintain pathology laboratory operations. The existing evaporative cooler serving the retail kitchen is inoperable; the Harbor-UCLA Medical Center Kitchen Grille Evaporative Cooler Replacement Project will replace the evaporative cooler to better maintain temperature control within the retail kitchen.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The project will ensure that medical health services continue to be provided to a community that has been historically underserved.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The projects support Board Priority No. 7, Sustainability, by investing in County buildings to update and provide efficient County workforce environments, which will lead to improved productivity.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

April 1, 2025

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HARBOR-UCLA MEDICAL CENTER
PATHOLOGY LABORATORY EQUIPMENT REPLACEMENT AND
KITCHEN GRILLE EVAPORATIVE COOLER REPLACEMENT PROJECTS
ESTABLISH AND APPROVE CAPITAL PROJECTS
APPROVE PROJECT BUDGETS
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTS
CAPITAL PROJECT NOS. 8A096 AND 8A097
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4-VOTES)**

SUBJECT

Public Works is seeking Board approval of the Harbor-UCLA Medical Center Pathology Laboratory Equipment Replacement and Kitchen Grille Evaporative Cooler Replacement Projects and authorization to deliver projects using Board-approved Job Order Contracts.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Harbor-UCLA Medical Center Pathology Laboratory Equipment Replacement and Kitchen Grille Evaporative Cooler Replacement Projects are exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the separate proposed projects.

2. Establish and approve the Harbor-UCLA Medical Center Pathology Laboratory Equipment Replacement Project, Capital Project No. 8A096, with a total project budget of \$4,400,000.
3. Establish and approve the Harbor-UCLA Medical Center Kitchen Grille Evaporative Cooler Replacement Project, Capital Project No. 8A097, with a total project budget of \$815,000.
4. Approve the Fiscal Year 2024-25 appropriation adjustment to allocate \$1,465,000 and \$502,000 from the Department of Health Services' Enterprise Fund-Committed for the Department of Health Services to fund the estimated Fiscal Year 2024-25 expenditures for the Harbor-UCLA Medical Center Pathology Laboratory Equipment Replacement Project, Capital Project No. 8A096, and the Harbor-UCLA Medical Center Kitchen Grille Evaporative Cooler Replacement Project, Capital Project No. 8A097, respectively.
5. Authorize the Director of Public Works or his designee to deliver the proposed projects using Board-approved Job Order Contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find the proposed Harbor-UCLA Medical Center (H-UCLA MC) Pathology Laboratory Equipment Replacement and Kitchen Grille Evaporative Cooler Replacement Projects exempt from the California Environmental Quality Act (CEQA); establish and approve the projects, budgets, and related appropriation adjustment; and authorize delivery of the projects using Board-approved Job Order Contracts (JOCs).

Background

The H-UCLA MC Hospital is a 714,625-square-foot building constructed in 1960. The proposed projects are replacements of equipment and associated interior remodel of the pathology laboratory and retail kitchen within the hospital's north wing.

Harbor-UCLA Medical Center Pathology Laboratory Project, Capital Project No. 8A096

Various equipment in the existing pathology laboratory is at the end of its useful life and may no longer be serviceable as of 2025. In order to maintain licensing for the space, the equipment needs to be replaced.

The proposed project would include replacement of the seven blood analyzers, two existing chemistry slide maker units, and three deionized water systems with nine new blood analyzers, two new chemistry slide maker units, six new deionized water system units, and two grossing stations procured by the Department of Health Services (DHS).

In order to maintain laboratory operations, the project would be constructed in four phases and laboratory equipment would be relocated to alternate, temporary locations during the remodel of the space. New power, water, and drainage connections would be provided at both the temporary location and permanent locations as required to serve the equipment. The proposed interior remodeling includes repair of finishes; accessibility upgrades; plumbing, electrical, and low-voltage upgrades; and replacement and upgrade of mechanical equipment.

Harbor-UCLA Medical Center Kitchen Grille Evaporative Cooler Replacement Project, Capital Project No. 8A097

The existing kitchen grille evaporative cooler, located at the roof, was found to be inoperable. This unit provides cooling to the retail kitchen where the flat top grill and deep fryer are located. In order to maintain comfortable working conditions for staff, the equipment requires replacement.

The proposed project would include the removal and replacement of the existing kitchen grille evaporative cooler unit. The proposed interior remodeling includes repair of finishes; plumbing, electrical, and low-voltage upgrades; replacement and upgrade of mechanical equipment; and installation of new seismic base rail and mounts.

Public Works completed the designs for the projects using Board-approved, on-call architectural/engineering firms and is now seeking approval to complete the proposed remodeling work using Board-approved JOCs.

Upon Board approval of the projects, it is anticipated that construction would begin in May 2025 and be substantially completed in February 2026 and October 2025, respectively.

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 enhances 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.

FISCAL IMPACT/FINANCING

The project budgets for the proposed H-UCLA MC Pathology Laboratory Equipment Replacement and Kitchen Grille Evaporative Cooler Replacement Projects are \$4,400,000 and \$815,000, respectively, including remodeling, change order contingency, plans and specifications, permit fees, consultant services, inspection services, Civic Art allowance, and County services. DHS has previously paid \$666,000 and \$151,000, respectively, for assessment fees through the DHS operating budget for the H-UCLA MC Pathology Laboratory Equipment Replacement and Kitchen Grille Evaporative Cooler Replacement Projects. The budget and schedule summaries for the projects are included in Enclosure A.

Approval of the appropriation adjustment (Enclosure B) will transfer \$1,465,000 and \$502,000, respectively, from the DHS Enterprise Fund-Committed for DHS to fund the projected Fiscal Year 2024-25 expenditures of the proposed H-UCLA MC Pathology Laboratory Equipment Replacement Project, Capital Project No. 8A096; and H-UCLA MC Kitchen Grille Evaporative Cooler Replacement Project, Capital Project No. 8A097. DHS will provide funding in the future budget phases, as needed, to fully fund the remaining project budgets.

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

Operating Budget Impact

Following completion of the projects, DHS would 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 proposed project budgets include 1 percent of the eligible design and construction for the Civic Art Allocation, which are estimated at \$32,000 for the H-UCLA MC Pathology Laboratory Equipment Replacement Project; and \$6,000 for the H-UCLA MC Kitchen Grille Evaporative Cooler Replacement Project.

The JOCs are subject to Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

The proposed projects will support the Board's Green Building/Sustainable Design Program policy by minimizing the amount of demolition materials disposed of in landfills during construction and incorporating energy-efficient equipment.

ENVIRONMENTAL DOCUMENTATION

The proposed projects are exempt from CEQA. The H-UCLA MC Pathology Laboratory Equipment Replacement and Kitchen Grille Evaporative Cooler Replacement Projects include interior remodeling of an existing building and is 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 Classes 1 (a) and (d); 2; and 3 of the State CEQA Guidelines, and Classes 1 (c) and (d); 2; and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the project involves minor alteration, repair, and operation of an existing facility with negligible or no expansion of use, replacement of features with the same purpose and capacity, and installation of equipment in existing facilities.

Additionally, the projects will comply with all applicable regulations and are not located in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Upon the Board's approval of the recommended actions, Public Works will file Notices of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse at the Office of Land Use and Climate Innovation in accordance with Section 21152 of the California Public Resources Code and will post the notices to its website in accordance with Section 21092.2.

CONTRACTING PROCESS

Public Works completed the designs for the projects using Board-approved, on-call architectural/engineering firms. We are now recommending the use of Board-approved JOCs to complete the remodeling work.

The Honorable Board of Supervisors
April 1, 2025
Page 6

The scope for these projects includes substantial remodeling and alteration work, and Public Works has determined that the use of JOCs is the most appropriate contracting method to deliver the projects.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Work will be phased and sequenced in order to eliminate impacts to services at the H-UCLA MC. Patient care services will remain fully operational during construction.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HA:jc

Enclosures

c: Arts and Culture (Civic Art Division)
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office, Board of Supervisors
Health Services (Capital Projects Division)

April 1, 2025

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HARBOR-UCLA MEDICAL CENTER
PATHOLOGY LABORATORY EQUIPMENT REPLACEMENT AND
KITCHEN GRILLE EVAPORATIVE COOLER REPLACEMENT PROJECTS
ESTABLISH AND APPROVE CAPITAL PROJECTS
APPROVE PROJECT BUDGETS
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTS
CAPITAL PROJECT NOS. 8A096 AND 8A097
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4-VOTES)

HARBOR-UCLA MEDICAL CENTER PATHOLOGY LABORATORY EQUIPMENT REPLACEMENT PROJECT

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Construction Documents	November 2024*
Jurisdictional Approvals	February 2025
Construction Start	May 2025
Substantial Completion	February 2026
Project Acceptance	March 2026

*Actual Date

II. PROJECT BUDGET SUMMARY

Project Budget Category	Proposed Budget
Job Order Contract Construction	\$2,492,000
Change Order Contingency	\$ 410,000
Job Order Contract Fees	\$ 62,000
Civic Art	\$ 32,000
Construction Subtotal	\$2,996,000
Plans and Specifications	\$ 756,000
Consultant Services	\$ 130,000
Miscellaneous Expenditures	\$ 8,000
Jurisdictional Review/Plan Check/Permits	\$ 40,000
County Services	\$ 470,000
Soft Cost Subtotal	\$1,404,000
TOTAL PROJECT COST	\$4,400,000

ENCLOSURE A

April 1, 2025

**HARBOR-UCLA MEDICAL CENTER KITCHEN GRILLE EVAPORATIVE COOLER
REPLACEMENT PROJECT****I. PROJECT SCHEDULE SUMMARY**

Project Activity	Scheduled Completion Date
Construction Documents	November 2024*
Jurisdictional Approvals	February 2025
Construction Start	May 2025
Substantial Completion	October 2025
Project Acceptance	November 2025

*Actual Date

II. PROJECT BUDGET SUMMARY

Project Budget Category	Proposed Budget
Job Order Contract Construction	\$462,000
Change Order Contingency	\$ 87,000
Job Order Contract Fees	\$ 11,000
Civic Art	\$ 6,000
Construction Subtotal	\$566,000
Plans and Specifications	\$146,000
Consultant Services	\$ 25,000
Miscellaneous Expenditures	\$ 1,000
Jurisdictional Review/Plan Check/Permits	\$ 10,000
County Services	\$ 67,000
Soft Cost Subtotal	\$249,000
TOTAL PROJECT COST	\$815,000

ENCLOSURE B

April 1, 2025

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HARBOR-UCLA MEDICAL CENTER
PATHOLOGY LABORATORY EQUIPMENT REPLACEMENT AND
KITCHEN GRILLE EVAPORATIVE COOLER REPLACEMENT PROJECTS
ESTABLISH AND APPROVE CAPITAL PROJECTS
APPROVE PROJECT BUDGETS
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTS
CAPITAL PROJECT NOS. 8A096 AND 8A097
FISCAL YEAR 2024-25
(SUPERVISORIAL DISTRICT 2)
(4-VOTES)**

**APPROPRIATION ADJUSTMENT
ATTACHED**

COUNTY OF LOS ANGELES
STATE/SUPPLEMENTAL BUDGET REQUEST ADJUSTMENT

FY 2024-25			
4 - VOTES			
SOURCES		USES	
DHS ENTERPRISE FUND		DHS ENTERPRISE FUND	
MN2-3078		MN2-HS-6100-60070	
COMMITTED FOR DHS		OTHER FINANCING USES	
DECREASE OBLIGATED FUND BALANCE	1,967,000	INCREASE APPROPRIATION	1,967,000
LOS ANGELES GENERAL MEDICAL CENTER ENTERPRISE FUND		LOS ANGELES GENERAL MEDICAL CENTER ENTERPRISE FUND	
MN4-HG-96-9911-60010		MN4-HG-96-9912-60010	
OPERATING TRANSFERS IN		OPERATING SUBSIDY - GENERAL FUND	
INCREASE REVENUE	1,967,000	DECREASE REVENUE	1,967,000
ENT SUB - LA GENERAL MEDICAL CENTER		HARBOR-UCLA MEDICAL CENTER	
A01-AC-6100-21200-21224		HARBOR-UCLA MC PATHOLOGY LAB EQUIPMENT REPLACEMENT	
OTHER FINANCING USES		A01-CP-6014-64015-8A096	
DECREASE APPROPRIATION	1,967,000	CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	1,465,000
		HARBOR-UCLA MEDICAL CENTER	
		HARBOR-UCLA MC KITCHEN GRILL EVAPORATIVE COOLER REPLACEMENT	
		A01-CP-6014-64015-8A097	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	502,000
SOURCES TOTAL	\$ 5,901,000	USES TOTAL	\$ 5,901,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/12/2025		
BOARD MEETING DATE	4/29/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Public Hearing--Resolution to Vacate Alleys East of the Intersection of Miramonte Boulevard and 58th Drive		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No--Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board letter.		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:	Funding source:	
	\$20,000	B03-Road Fund	
	TERMS (if applicable):		
	Explanation: The funds to process the vacation were deposited into the Road Fund (B03).		
PURPOSE OF REQUEST	Public Works is seeking Board approval to vacate alleys east of the intersection of Miramonte Boulevard and 58th Drive in the unincorporated community of Florence-Firestone, which have been superseded by relocation and are not required for public access or transportation.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Mr. Victor Chico, on behalf of the City of Los Angeles Department of Water and Power, the underlying property owner, requested the vacation to remove the encumbrances on the property. Easement rights for existing utility facilities will be reserved in favor of Golden State Water Company-Florence Graham System, Southern California Edison Company, and AT&T Inc. within the area to be vacated.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Priority No. 7: Sustainability--The recommended actions will allow for the County to relinquish rights, which will promote fiscal sustainability and reduce the County's exposure to potential liability.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Ramirez, Deputy Director, (626) 458-4008, luramire@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

April 29, 2025

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:

**PUBLIC HEARING
TRANSPORTATION CORE SERVICE AREA
RESOLUTION TO VACATE ALLEYS EAST OF
THE INTERSECTION OF MIRAMONTE BOULEVARD AND 58TH DRIVE
IN THE UNINCORPORATED COMMUNITY OF FLORENCE-FIRESTONE
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to vacate alleys east of the intersection of Miramonte Boulevard and 58th Drive in the unincorporated community of Florence-Firestone, which have been superseded by relocation and are not required for public access or transportation.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that the easements for alley purposes east of the intersection of Miramonte Boulevard and 58th Drive, in the unincorporated community of Florence-Firestone, have been superseded by relocation and are not useful as nonmotorized transportation facilities.

3. Find that the public convenience and necessity require the reservation and exception of easements to Golden State Water Company-Florence Graham System, Southern California Edison Company, and AT&T Inc. for construction, maintenance, operation, and use of appurtenant structures with ingress and egress purposes pursuant to Sections 8340 and 8341 of the California Streets and Highways Code.
4. Adopt the Resolution to vacate alleys east of the intersection of Miramonte Boulevard and 58th Drive with reservations pursuant to Section 8324 of the California Streets and Highways Code.
5. Upon approval, authorize the Director of Public Works or his designee to record the certified original resolution with the Registrar-Recorder/County Clerk.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the County to vacate alleys east of the intersection of Miramonte Boulevard and 58th Drive, in the unincorporated community of Florence-Firestone, since they are superseded by relocation and are not required for public access or transportation. The recommended actions will allow for the removal of the easements, will allow access to all properties owned by the City of Los Angeles Department of Water and Power separated by the alleys to be vacated, and will maintain the rights for construction, operation, and maintenance of existing utility facilities.

The proposed vacation of the easements was requested by Mr. Victor Chico, on behalf of the City of Los Angeles Department of Water and Power, the underlying property owner, to remove the encumbrances on the property.

The underlying property owner will benefit from this transaction. Easement rights for existing utility facilities will be reserved for Golden State Water Company-Florence Graham System, Southern California Edison Company, and AT&T Inc. within the area to be vacated.

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 allowing the County to vacate the easements, which will help promote fiscal sustainability and reduce the County's exposure to potential liability.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The area of the easements to be vacated is approximately 6,849 square feet as shown on the enclosed map (Enclosure A).

The County's interest in the easements was acquired by dedication in Tract No. 4945, recorded in Book 53, page 23 of Maps, and Book 18721, page 89, recorded on August 22, 1941, filed with the Registrar-Recorder/County Clerk as easements for public road and highway purposes.

The easements proposed to be vacated have been superseded by relocation and are not required for public access or transportation.

The easements proposed to be vacated were reviewed by the County Sanitation Districts, Fire Department, Department of Parks and Recreation, Department of Regional Planning, and Public Works.

The procedure for the vacation of a County highway is set forth in Chapter 3, Part 3, Division 9, of the California Streets and Highways Code, commencing with Section 8320. Easement rights for existing utility facilities will be reserved to Golden State Water Company-Florence Graham System, Southern California Edison Company, and AT&T Inc. for construction, maintenance, operation, and use of appurtenant structures with ingress and egress purposes pursuant to Sections 8340 and 8341 of the California Streets and Highways Code.

The enclosed Resolution (Enclosure B) has been approved as to form by County Counsel and will be recorded. Adoption and subsequent recordation of the Resolution will terminate the County's rights and interest in the easements and will result in the property being unencumbered by the easements.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, which is the vacation of easements for public road and highway purposes, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15305 and 15321 of the CEQA Guidelines relating to minor alterations in land use and regulatory actions to enforce use entitlement. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5; or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no significant impact on current County services or projects.

The Honorable Board of Supervisors
April 29, 2025
Page 5

CONCLUSION

Public Works will post notices of the hearing in accordance with Section 8323 of the California Streets and Highways Code.

Please return one adopted copy of this Board letter to Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:mr

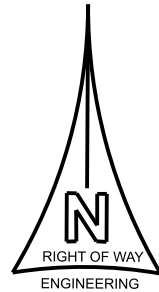
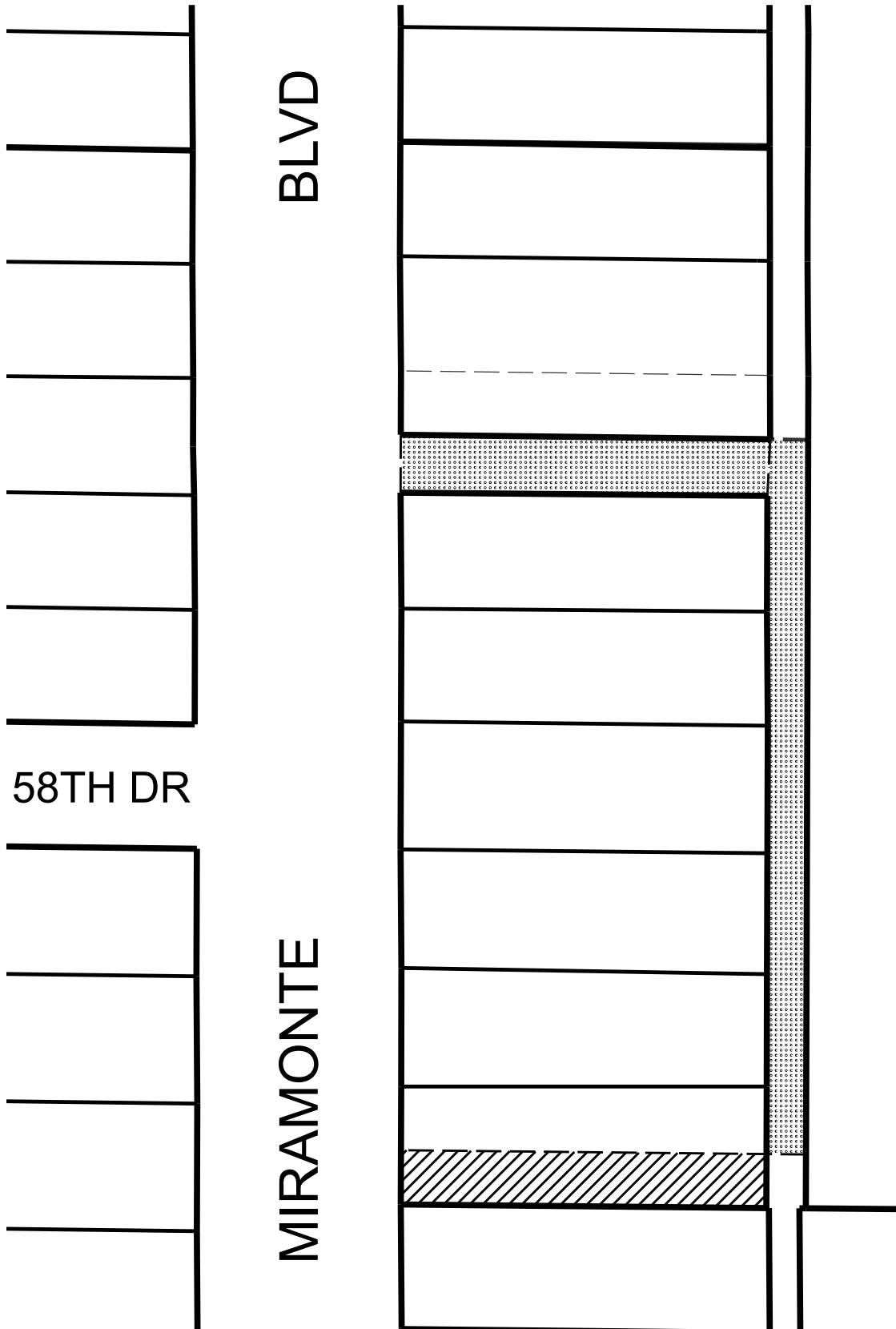
Enclosures

c: Auditor-Controller (Accounting Division–Asset Management)
Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors

Enclosure A

PROPOSED VACATION OF ALLEYS

EAST OF THE INTERSECTION OF MIRAMONTE BOULEVARD
AND 58TH DRIVE



NO SCALE



PROPOSED VACATION AREAS
TOTAL AREA: 6,849 ± SQ. FT.



TO BE DEDICATED BY A
SEPARATE DOCUMENT

Enclosure B

**RESOLUTION TO VACATE
ALLEYS EAST OF THE INTERSECTION OF
MIRAMONTE BOULEVARD AND 58TH DRIVE
WITH RESERVATIONS**

WHEREAS, the Board of Supervisors of the County of Los Angeles has conducted a noticed public hearing regarding the proposed vacation of alleys east of the intersection of Miramonte Boulevard and 58th Drive (hereinafter referred to as easements), in the unincorporated community of Florence-Firestone, in the County of Los Angeles, State of California, as legally described in Exhibit A and depicted on Exhibit B, both attached hereto, in accordance with Chapter 3, Part 3, Division 9, of the California Streets and Highways Code, commencing with Section 8320, and has considered all evidence submitted at the hearing;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

1. The easements, in the unincorporated community of Florence-Firestone, have been superseded by relocation, are unnecessary for present or prospective public use, and are not useful as nonmotorized transportation facilities.
2. The public convenience and necessity require the reservation of easements to Golden State Water Company-Florence Graham System, Southern California Edison Company, and AT&T Inc. for construction, maintenance, operation, and use of appurtenant structures with ingress and egress purposes pursuant to Sections 8340 and 8341 of the California Streets and Highways Code.
3. The easements are hereby vacated pursuant to Chapter 3, Part 3, Division 9, of the California Streets and Highways Code, commencing with Section 8320, reserving and excepting therefrom easement rights to Golden State Water Company-Florence Graham System, Southern California Edison Company, and AT&T Inc. for construction, maintenance, operation, and use of appurtenant structures with ingress and egress purposes pursuant to Sections 8340 and 8341 of the California Streets and Highways Code.
4. The Director of Public Works or his designee is authorized to record the certified original resolution with the Registrar-Recorder/County Clerk.
5. From and after the date this resolution is recorded, the easements will no longer constitute streets, highways, or public service easements.

The foregoing resolution was adopted on the ____ day of _____, 2025, by the Board of Supervisors of the County of Los Angeles, and ex officio the governing body of all other special assessment and taxing districts 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 _____
Deputy

EXHIBIT A

Project Name: VACATION OF ALLEYS EAST OF
THE INTERSECTION OF
MIRAMONTE BOULEVARD
AND 58TH DRIVE
MIRAMONTE BOULEVARD 1-1VAC
A.M.B. 6008-035 - ALLEY
R.D. 241
I.M. 099-197
S.D. 2
M2388101

LEGAL DESCRIPTION

PARCEL NO. 1-1VAC (Vacation of easement for public road and highway purposes):

Part A:

That certain alley, 20 feet wide, being the southerly 20 feet of Lot 58, Tract No. 4945, recorded in Book 53, page 23, of Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described in deed to said county, recorded on August 22, 1941, in Book 18721, page 89, of Official Records, in the office of said Registrar-Recorder/County Clerk.

Part B:

That portion of that certain alley, 15 feet wide, lying easterly of Lots 58 through 64, as shown on map of the above-mentioned tract, bounded northerly by the easterly prolongation of the northerly line of the above-mentioned southerly 20 feet of Lot 58 and bounded southerly by a line parallel with and 30 feet northerly, measured at right angles, from the southerly line of said Lot 64.

Total area of Parcel No. 1-1VAC, having 2 parts, containing: 6,849± square feet

RESERVING an easement for the construction, maintenance, operation, replacement, removal, and renewal of utility facilities to Golden State Water Company-Florence Graham System, and Southern California Edison Company, and AT&T Services Inc. in, on, over, and across the above-described Parcel 1-1VAC.

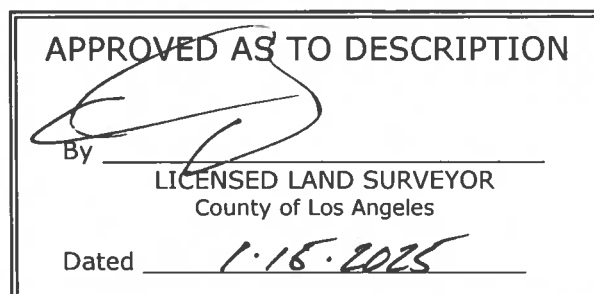
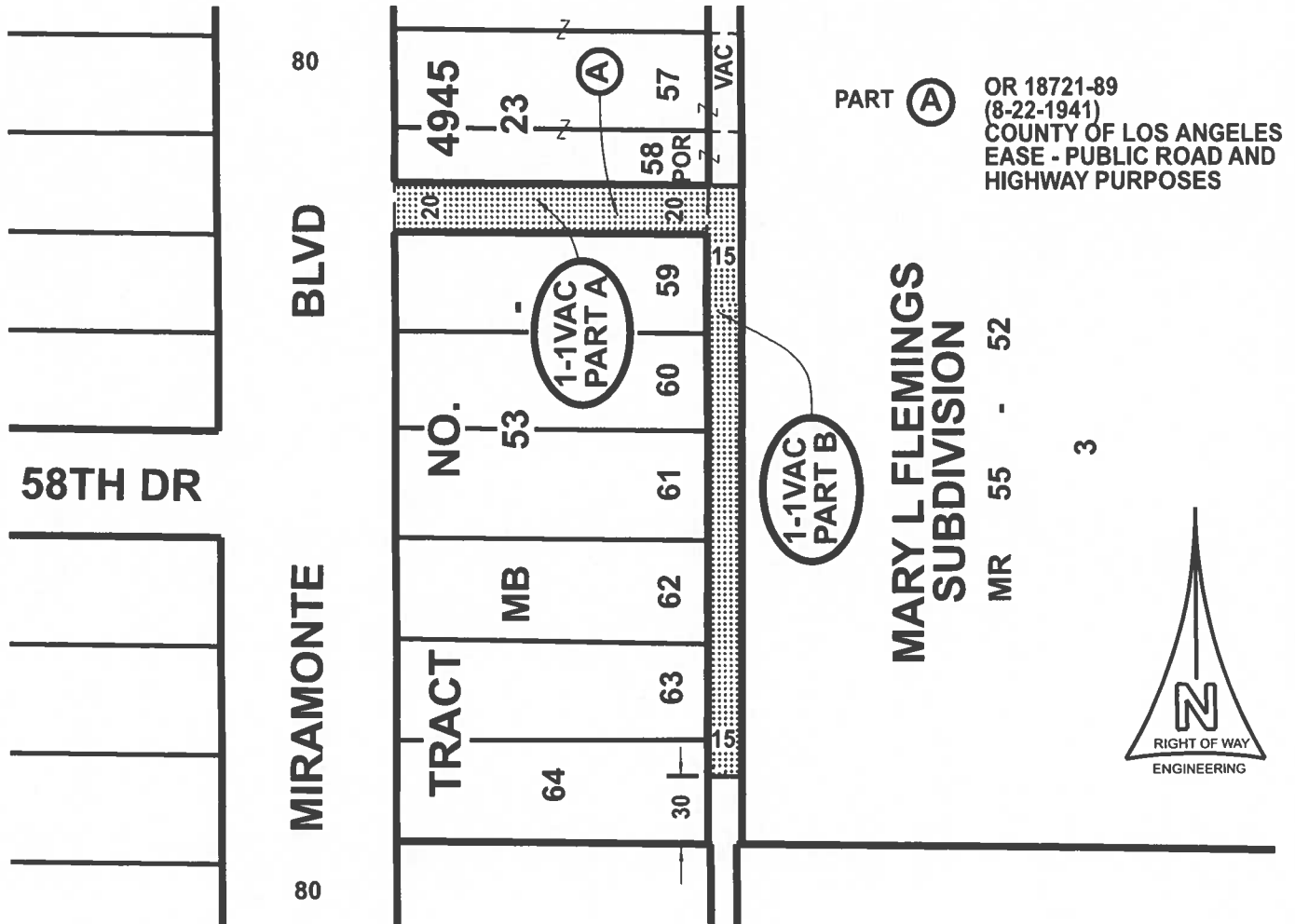


EXHIBIT B



ALL IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES

LOS ANGELES COUNTY PUBLIC WORKS
SURVEY/MAPPING & PROPERTY MANAGEMENT DIVISION

I.M. 099-197
S.D. 2
R.D. 241

**VACATION OF ALLEYS
EAST OF THE INTERSECTION OF
MIRAMONTE BOULEVARD
AND 58TH DRIVE**

DATE
01-15-2025

SCALE:
NONE

A.M.B.
6008-035

PREPARED BY
P. HERNANDEZ

REVIEWED BY
N. SALAZAR

PROJECT I.D.
MPV0000246

PROJECT NO.
M2388101

BY
LICENSED SURVEYOR

1.15.2025
DATE

LEGEND



PARCEL NO. 1-1VAC
VAC: DENOTES VACATION OF
EASEMENT FOR PUBLIC ROAD
AND HIGHWAY PURPOSES
AREA: 6,849+ SQUARE FEET
UNITS ARE IN FEET