



Board of Supervisors

Community Services Cluster Agenda Review Meeting

DATE: June 25, 2025

TIME: 11:30 a.m. – 12:30 p.m.

MEETING CHAIR: Tiffany Tran, 5th Supervisorial District

CEO MEETING FACILITATOR: Montessa Duckett

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 (Parks and Recreation) for July 15, 2025 Board Agenda:
APPROVAL OF VARIOUS NEW AND REVISED FEES

Wednesday, June 25, 2025

- B. Board Letter (Public Works) for July 15, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
APPROVE AND DELEGATE AUTHORITY TO EXECUTE
STREETLIGHT MASTER LICENSE AGREEMENT WITH
ROWLAND WATER DISTRICT
FOR COUNTY LIGHTING MAINTENANCE DISTRICT 1687
- C. Board Letter (Public Works) for July 15, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
COUNTY PARATRANSIT PROGRAM
FUNDING FOR FISCAL YEAR 2025-26
- D. Board Letter (Public Works) for July 15, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
FUNDING AGREEMENT
FOR THE DASH BOYLE HEIGHTS/
EAST LOS ANGELES TRANSIT SERVICE
WITH THE CITY OF LOS ANGELES
- E. Board Letter (Public Works) for July 15, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
PALOS VERDES PENINSULA TRANSIT AUTHORITY SERVICES
FOR FISCAL YEARS 2025-26, 2026-27, AND 2027-28
UNINCORPORATED COUNTY COMMUNITY ON THE
PALOS VERDES PENINSULA
- F. Board Letter (Public Works) for July 15, 2025 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU
APPROVAL OF TWO MEMORANDUMS OF UNDERSTANDING FOR THE
DROUGHT RESILIENCY WATER CONSERVATION PROJECT
- G. Board Letter (Public Works) for July 15, 2025 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40,
ANTELOPE VALLEY
APPROVAL OF WATER SUPPLY ASSESSMENT FOR THE
FALCON GLEN PROJECT

Wednesday, June 25, 2025

- H. Board Letter (Public Works) for July 15, 2025 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
SALE OF SURPLUS REAL PROPERTY
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO MR. GARY SUKRATTANAWONG AND
MRS. JOYCE MEGAN-LOVE SUKRATTANAWONG
BULL CREEK, PARCEL 282EXF.21
IN THE GRANADA HILLS COMMUNITY OF THE CITY OF LOS ANGELES
- I. Board Letter (Public Works – Capital Programs) for July 15, 2025 Board Agenda:
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HUNTINGTON PARK LIBRARY REFURBISHMENT PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7963; CAPITAL PROJECT NO. 8A064
FISCAL YEAR 2025-26

3. BOARD MOTIONS ITEM(S): NONE

4. PRESENTATION/DISCUSSION ITEM(S):

- A. Board Briefing (County Counsel)
2024-25 NEW LAWS
Speakers: Shirley R. Edwards, Shana Wilcher, Christine Ton

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	6/25/2025	
BOARD MEETING DATE	7/15/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Parks and Recreation	
SUBJECT	<p>Request to establish new fees and revise existing fees charged by the Department of Parks and Recreation, effective August 1, 2025. The recommended revisions are based on the review of various fees charged for similar services by park agencies. The Department of Parks and Recreation (DPR) is facing significant budget challenges in Fiscal Year (FY) 2025-26. DPR will incur an ongoing 8.5 percent Net County Cost (NCC) funding reduction, amounting to \$18.2 million in curtailments to its Operating Budget. In addition, \$4.0 million of recommended NCC on-going funded has been rescinded that would have backfilled American Rescue Plan Act funding for lifeguard positions for the summer pool season and provide every park with a second person for nighttime park closure and staff safety (138 part-time recreation staff). The combination of \$18.2 million and \$4 million creates a \$22.2 million funding gap for DPR in FY 2025-26. This significant curtailment to DPR operating budget underscores the need to generate revenue to sustain full-time positions, maintain core park programs and services and support staff safety.</p>	
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 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	N/A	
COST & FUNDING	Total cost: \$ 0	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	<ul style="list-style-type: none"> Adopt a resolution approving the Department of Parks and Recreation's establishment of new fees and revisions to existing fees, effective August 1, 2025. Approve an increase in the Board of Supervisors approved fees every two years, up to the cumulative California Price Index of California for the applicable two years, so long as fees do not exceed the cost of services. The Department of Parks and Recreation will provide notification of California Price Index increases to the Board of Supervisors and Chief Executive Office, thirty days prior to the effective date. 	

	<ul style="list-style-type: none"> • Delegate authority to the Director of Parks and Recreation, or her designee, to adjust the fees charged, not to exceed the maximum Board of Supervisors approved fee. • Authorize the deposit \$1 from each vehicle entrance and boat launch fee collected to the Special Development Fund (SDF) for the maintenance of the Regional Parks to be consistent with our Federal and State Contract Agreements. • Approve a community benefit at the Los Angeles County Arboretum and Botanic Garden, Descanso Gardens, South Coast Botanic Garden and Virginia Robinson Gardens that includes free admission for Los Angeles County residents who hold an Electronic Benefits Transfer card. • Delegate authority to the Director of Parks and Recreation, or her designee, to execute amendments to the operating agreements for the Los Angeles County Arboretum and Botanic Garden, Agreement Number 10352; Descanso Gardens, Agreement Number 10375; and South Coast Botanic Garden, Agreement Number 10353, to change or add community benefits, including free admission for Electronic Benefits Transfer cardholders, to change admission fees charged to the public, and to modify Revenue Sharing and Management Fee sections of the agreements to restructure revenue shares.
BACKGROUND (include internal/external issues that may exist including any related motions)	Consistent with County Fiscal Policy, the Department of Parks and Recreation completed an annual review of its existing fees and evaluated its operations to identify areas where new fees may be appropriate. The review indicated that adjustments to existing fees and establishment of new fees are warranted. An adjustment may include an increase or the elimination of an existing fee. The recommended fees will be effective August 1, 2025.
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input 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: The proposed recommendations will further the County's Strategic Plan Goals to Realize Tomorrow's Government Today (North star 3.G) by strengthening our internal controls and processes while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Malou Rubio, Administrative Deputy, (626) 588-5293, mrubio@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

July 15, 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:

**APPROVAL OF VARIOUS NEW AND REVISED FEES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request to establish new fees and revise existing fees charged by the Department of Parks and Recreation, effective August 1, 2025. The recommended revisions are based on the review of various fees charged for similar services by park agencies. The Department of Parks and Recreation (DPR) is facing significant budget challenges in Fiscal Year (FY) 2025-26. DPR will incur an ongoing 8.5 percent Net County Cost (NCC) funding reduction, amounting to \$18.2 million in curtailments to its Operating Budget. In addition, \$4.0 million of recommended NCC on-going funded has been rescinded that would have backfilled American Rescue Plan Act funding for lifeguard positions for the summer pool season and provide every park with a second person for nighttime park closure and staff safety (138 part-time recreation staff). The combination of \$18.2 million and \$4 million creates a \$22.2 million funding gap for DPR in FY 2025-26. This significant curtailment to DPR operating budget underscores the need to generate revenue to sustain full-time positions, maintain core park programs and services and support staff safety.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are exempt from the California Environmental Quality Act for the reasons stated in this Board letter and the record;
2. Adopt the attached resolution approving the Department of Parks and Recreation's establishment of new fees and revisions to various existing fees, Attachment I, effective August 1, 2025;
3. Approve an increase in the Board of Supervisors approved fees every two years, up to the cumulative California Price Index of California for the applicable two-year

period, so long as fees do not exceed the cost of services. The Department of Parks and Recreation will provide notification of California Price Index increases to the Board of Supervisors and Chief Executive Office;

4. Delegate authority to the Director of Parks and Recreation, or her designee, to adjust the fees charged, not to exceed the maximum Board of Supervisors approved fee;
5. Authorize the deposit \$1 from each vehicle entrance and boat launch fee collected to the Special Development Fund (SDF) for the maintenance of the Regional Parks to be consistent with our Federal and State Contract Agreements.
6. Approve a community benefit at the Los Angeles County Arboretum and Botanic Garden, Descanso Gardens, South Coast Botanic Garden and Virginia Robinson Gardens that includes free admission for Los Angeles County residents who hold an Electronic Benefits Transfer card;
7. Delegate authority to the Director of Parks and Recreation, or her designee, to execute amendments to the operating agreements for the Los Angeles County Arboretum and Botanic Garden, Agreement Number 10352; Descanso Gardens, Agreement Number 10375; and South Coast Botanic Garden, Agreement Number 10353, to change or add community benefits, including free admission for Electronic Benefits Transfer cardholders, to change admission fees charged to the public, and to modify Revenue Sharing and Management Fee sections of the agreements to restructure revenue shares.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Parks and Recreation (DPR) is facing significant budget challenges in Fiscal Year (FY) 2025-26. DPR will incur an ongoing 8.5 percent Net County Cost (NCC) funding reduction, amounting to \$18.2 million in curtailments to its Operating Budget. In addition, \$4.0 million of on-going NCC approved in the FY 2025-26 Recommended Budget phase has been rescinded. This funding would have backfilled American Rescue Plan Act funding for lifeguard positions for the summer pool season and provide every park with a second person for nighttime park closure and staff safety (138 part-time recreation staff). The combination of \$18.2 million and \$4 million creates a \$22.2 million funding gap for DPR in FY 2025-26. This significant curtailment to DPR operating budget underscores the need to generate revenue to sustain full-time positions, maintain core park programs and services and support staff safety.

To address these fiscal pressures and maintain a strong social safety net, DPR must generate additional ongoing revenue by establishing new fees and adjusting existing ones. Consistent with County Fiscal Policy, DPR completed an annual review of its existing fees. DPR's annual review process includes benchmarking of all existing fees compared with similar fees charged by comparable parks and recreation organizations locally and across the nation and the Consumer Price Index of California (CPI).

In addition, DPR evaluated its operations to identify areas where new fees may be appropriate. The recommended fees indicated that DPR fees are below the average locally and nationally and warrant fee increases to address an 18% inflation increase and 32% increase in minimum wage since 2019.

The recommended actions will amend the Board approval received in 2020, to increase DPR fees on an annual basis based on CPI. DPR recommends an increase to DPR fees every two years, up to the cumulative CPI for the applicable two years, so long as fees do not exceed the costs of services. DPR will continue to provide notification of increases to the Board and Chief Executive Office (CEO) every two years. An adjustment may include an increase to the current fee or elimination of an existing fee. Attachment II, Fee Schedule, reflects the recommended fees, effective August 1, 2025.

DPR also recommends that your Board authorize the Director to adjust the fees collected, not to exceed the Board-approved fees. This authority would provide DPR flexibility to balance revenue and public access and address dynamic changes in park use. This authority would also provide the Director the option to decrease fees or introduce fee increases, up to the Board-approved maximum, gradually.

Access to LA County Parks, especially for vulnerable populations, is a high and top priority. While DPR is recommending increasing vehicle entry fees at the six (6) Regional Parks and four (4) Los Angeles Arboretum and Botanical Gardens in alignment with CPI and local and national benchmarking, 173 LA County Parks are accessible with no fees and are free year-round. Los Angeles County residents accessing Regional Parks via walking, scooters, bicycling, wheelchairs, ride share and public transportation will have free access (no fee) to Regional Parks. Los Angeles County residents with an Electronic Benefits Transfer (EBT) card will have access to enter the Los Angeles County Arboretum and Botanical Gardens for free (no fee) – this will provide approximately 1.5 million individuals and families with year-round access.

EBT card holders can also receive free or discounted fares on Metro buses, rail, and subways through its “Low Income Fares is Easy” (LIFE) Program. Individuals and families are screened by Metro for eligibility into the LIFE program. DPR is coordinating with Department of Public Social Services (DPSS) and Metro to enhance support of EBT card holders to utilize public transportation to access the Gardens.

Vehicle Entrance and Boat Launching Fees

Regional Parks attract millions of visitors annually due to the wide array of recreational activities, including miles of multi-use trails for hiking and biking, exercising, children's playgrounds, fitness zones, RV Camping, boating, group picnicking, horseback riding, sporting activities and recreational concessions. There are several access points for free entry for individuals utilizing public transportation, cyclists or pedestrians.

DPR's fee review indicated adjustments to existing vehicle entrance and boat launching fees at all Regional Parks are warranted.

Revenue Collection and Sharing

DPR is recommending collection of entrance fees daily year-round at Frank G. Bonelli Regional Park (Bonelli Park), Kenneth Hahn State Recreation Park (Kenneth Hahn), Santa Fe Dam Recreation Area (Santa Fe Dam), Peter F. Schabarum Regional County Park (Schabarum Park) and Whittier Narrows Recreation Area (Whittier Narrows), consistent with Castaic Lake State Recreation Area. Currently entrance fees are collected at Bonelli Park and Santa Fe Dam daily from May through September and weekends and holidays only, October through April, and Kenneth Hahn, Schabarum Park and Whittier Narrows collect entrance fees on weekends and holidays only, year-round.

DPR proposes to deposit \$1 from each vehicle entrance and boat launch fee collected to the Special Development Fund (SDF) for the maintenance of the Regional Parks to address contractual obligations with the State of California for Castaic Regional Park and Kenneth Hahn Regional Park and the Army Corps of Engineers for Whittier Narrows Regional Park and Santa Fe Dam. The remaining fee increase (\$2) will help fund the two-person nighttime closure (138 employees) at local parks.

Los Angeles Arboretum and Botanic Gardens Community Benefit and Fees

DPR's arboretum and botanic gardens (Gardens) connect the public to the wonders of nature and create experiences that inspire stewardship and sustainability. Visitors enjoy the botanic garden ecology, specialty gardens, seasonal blooms, lakes, bird walks, tours, lectures, workshops, concerts and events seven days a week.

Community Benefit

DPR is proposing a community benefit program at the Los Angeles Arboretum, Descanso Gardens, South Coast Botanic Garden and Virginia Robinson Garden that includes free admission for Electronic Benefits Transfer (EBT) cardholders with valid identification. EBT cards are utilized by Los Angeles County residents that receive benefits through the Cal Fresh, CalWORKs or General Relief programs. Free admission will be offered for individuals and families who have an EBT card. This community benefit program will replace the free admission on the third Tuesday of every month at the Los Angeles Arboretum, Descanso Gardens and South Coast Botanic Garden. To support public awareness of this community benefit, DPR will develop an outreach marketing plan to promote free access to the Gardens and utilizing Metro public transportation. Additionally, the Gardens also provide free access for youth through public school field trips that have an executed School MOA.

Revenue Sharing

DPR's fee review indicated adjustments to existing admission fees at the Gardens, from \$15 per day to a phased increase of \$18-\$20 per day, are warranted. This fee increase is lower than the national benchmark of \$25.85 average and \$24 median per ticket.

Of the increases to the garden fees, DPR is recommending to deposit \$2 in its Operating Budget and \$1 to the Gardens' Foundation. The shared revenue will support the increased costs resulting from the Foundations managing the visitor experience including outreach, marketing and customer service. In an unprecedented effort and demonstrated partnership, the Descanso Gardens Foundation, the Los Angeles Arboretum Foundation, the Friends of Virginia Robinson and the South Coast Botanic Garden Foundation have unanimously approved this revenue share structure to help avert further curtailments to DPR's programs and services.

The recommended actions will delegate authority to the Director of Parks and Recreation, or her designee, to execute the amendments to the Gardens' operating agreements to change or add community benefits, including free admission for EBT cardholders, to change admission fees charged to the public, and to modify Revenue Sharing and Management Fee sections of the agreements to restructure revenue shares.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations will further the County's Strategic Plan Goals to Realize Tomorrow's Government Today (North star 3.G) 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

The recommended actions will result in additional revenue to DPR's operating budget to sustain full-time positions, maintain core park programs and services and support staff safety. DPR will develop an updated revenue projection and will work with the CEO to adjust the Operating Budget revenue in the appropriate budget phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All recommended fees were reviewed to ensure that they do not exceed cost recovery and are reasonable in comparison to other municipal and public agencies. The results are reflected in the recommendations and attachments. The last revision to DPR's Fee Schedule was effective March 1, 2024.

In accordance with Section 50402 of the Government Code, these changes must be approved by a resolution from the Board. The proposed fees do not exceed the cost of the provided services. To the extent feasible, these fees are uniform throughout DPR's jurisdiction. The proposed fees for properties acquired or developed with a local assistance grant from any state park bond act do not exceed the fees charged by the

California Department of Parks and Recreation for similar facilities by more than 125 percent.

The proposed Department fees are exempt from Proposition 26 under Exception No. 2: Section 1 (e) (2) Exception for Fees for Services and Products Provided and Exception No. 4 Section 1 (e) (4)'s Exception for Use of Government Property and do not need to obtain California voter approval.

County Counsel has approved the attached resolution as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are exempt from the California Environmental Quality Act (CEQA). The establishment of new fees and revisions to existing fees charged by the Department are for the purpose of meeting operating expenses and are exempt from CEQA pursuant to section 21080(b)(8) of the California Public Resources Code and section 15273(a) of the State CEQA Guidelines and based upon the written findings incorporated in the record setting forth the basis of the exemption with specificity. The fees recover the reasonable costs of services, including facility maintenance, operations, and administrative support, without exceeding those costs. These actions are administrative in nature, do not involve physical changes to the environment, and align with the Department's annual fee review process in accordance with County Fiscal Policy.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions are not expected to have a significant impact at park facilities.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to forward three adopted copies of this letter to the Department of Parks and Recreation for distribution.

Should you have any questions, please ask them to contact Malou Rubio at (626) 588-5293 or mrubio@parks.lacounty.gov, Johanna Hernandez at (626) 588-5370 or jhernandez6@parks.lacounty.gov, or Astrid Ochoa at (626) 588-5355 or aochoa2@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ
Director

NEGG:AB:MR:CB:EM:mp

Attachments

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

DRAFT

RESOLUTION TO ESTABLISH NEW AND REVISED FEES

WHEREAS, the County of Los Angeles, Department of Parks and Recreation offers services and recreational opportunities at parks similar to other neighboring park agencies at which fees are collected; and

WHEREAS, recent benchmarking and review of the Consumer Price Index of California indicates that adjustments to existing Department of Parks and Recreation fees and establishment of new fees are warranted for cost-recovery purposes; and

WHEREAS, the additional funding is in the public interest and welfare; and

WHEREAS, these costs do not exceed the cost of the services provided by the County and are reasonable in comparison to other municipal and public agencies; and

WHEREAS, the proposed Department fees are exempt from Proposition 26 under Exception No. 2: Section 1 (e) (2) Exception for Fees for Services and Products Provided and Exception No. 4 Section 1 (e) (4)'s Exception for Use of Government Property and do not need to obtain California voter approval for fees; and

WHEREAS, pursuant to Government Code Section 50402, the County has the authority to charge for use of park and recreational facilities as provided by resolution of the governing body; and

WHEREAS, all recommended new and revised fees for County park facilities funded or improved with State bond park funds are not in excess of 125 percent of similar fees charged by the State Department of Parks and Recreation for the use of State facilities; and

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

The Department of Parks and Recreation fees shall be adjusted as outlined in Attachment II, effective August 1, 2025;

Authorize Director of Parks and Recreation, or her designee, to charge adjusted fees, not to exceed the maximum Board of Supervisors approved fee; and

Approve an increase in the Board of Supervisors approved fees every two years, up to the cumulative California Price Index of California for the applicable two year period, so long as fees do not exceed the cost of services.

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

Edward Yen,
Executive Officer-Clerk
Of the Board of Supervisors of the County of Los
Angeles

By _____
Deputy

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By  _____
Senior Deputy County Counsel

TYPE OF FEE	CATEGORY	CURRENT FEE				LAST CHANGED	TYPE OF FEE	PROPOSED FEE			
Department Classification of Services		Core Program Partner	Community Program Partner	Individuals	Commercial		Department Classification of Services	Core Program Partner	Community Program Partner	Individuals	Commercial
NEW FEES											
All fees are subject to additional fees and/or services, including staff time.											
Horse Shoe Pit	Facility Rental	New				Not Applicable	Horse Shoe Pit	\$0	\$7/hour	\$10/hour	\$15/hour
Pickleball Court (Outdoor)	Facility Rental	New				Not Applicable	Pickleball Court (Outdoor)	\$0	\$18/hour	\$25/hour	\$35/hour
Roller Hockey Rink (16-player maximum per hour)	Facility Rental	New				Not Applicable	Roller Hockey Rink (16-player maximum per hour)	\$0	\$50/hour/rink	\$60/hour/rink	\$70/hour/rink
Skate Park	Facility Rental	New				Not Applicable	Skate Park	\$0	\$188	\$375	\$565
REVISED FEES											
All fees are subject to additional fees and/or services, including reimbursement of staff time.											
Small Room (up to 150 people)	Facility Rental	\$0	\$29/hour	\$39/hour	\$55/hour	March 1, 2024	Small Room (up to 150 people)	No Change	No Change	No Change	\$65/hour
Gymnasium	Facility Rental	\$0	\$66/hour	\$88/hour	\$117/hour	March 1, 2024	Gymnasium	\$0	\$75/hour	\$100/hour	\$180/hour
Small Picnic Area (up to 50 people)	Facility Rental	\$0	\$60	\$80	\$121	March 1, 2024	Small Picnic Area (up to 50 people)	No Change	No Change	No Change	\$128
Medium Picnic Area (51-100 people)	Facility Rental	\$0	\$99	\$132	\$265	March 1, 2024	Medium Picnic Area (51-100 people)	No Change	\$127	\$170	\$300
Pool Rental to Other Public Agencies	Facility Rental	\$0	\$367/day		Not Applicable	March 1, 2024	Pool Rental to Other Public Agencies	No Change	\$112/hour (2-hour minimum)	\$150/hour (2-hour minimum)	Not Applicable
Pool Short Lane Rental	Facility Rental	\$0	\$10/lane/hour		Not Applicable	March 1, 2021	Pool Short Lane Rental	No Change	\$11/lane/hour		Not Applicable
Pool Long Lane Rental	Facility Rental	\$0	\$15/lane/hour		Not Applicable	March 1, 2024	Pool Long Lane Rental	No Change	\$16/lane/hour		Not Applicable
Tent Camping - Castaic Lake	Facility Rental	\$0	\$23/day/site	\$31/day/site	\$42/day/site	March 1, 2024	Tent Camping - Castaic Lake	No Change	No Change	No Change	No Change
Non-Synthetic Soccer Field	Facility Rental	\$0	\$29/field/hour	\$39/field/hour	\$53/field/hour	March 1, 2024	Non-Synthetic Soccer Field	No Change	\$38/field/hour	\$50/field/hour	\$75/field/hour
Synthetic Soccer Field	Facility Rental	\$0	\$43/field/hour	\$57/field/hour	\$71/field/hour	March 1, 2024	Synthetic Soccer Field	No Change	\$53/field/hour	\$70/field/hour	\$90/field/hour
Futsal Court	Facility Rental	\$0	\$28/court/hour	\$37/court/hour	\$47/court/hour	March 1, 2024	Futsal Court	No Change	\$30/court/hour	\$40court/hour	\$50/court/hour
Ballfields/Multipurpose Fields	Facility Rental	\$0	\$23/field/hour	\$31/field/hour	\$42/field/hour	March 1, 2024	Ballfields/Multipurpose Fields	No Change	\$30/field/hour	\$40/field/hour	\$55/field/hour
Basketball Court	Facility Rental	\$0	\$20/court/hour	\$26/court/hour	\$31/court/hour	March 1, 2024	Basketball Court	No Change	\$26/court/hour	\$35/court/hour	\$50/court/hour
Volleyball Court	Facility Rental	\$0	\$20/court/hour	\$26/court/hour	\$35/court/hour	March 1, 2024	Volleyball Court	No Change	\$26/court/hour	\$35/court/hour	\$50/court/hour
Athletic Field Preparation	Facility Rental	\$0	\$23/hour	\$31/hour	\$47/hour	March 1, 2024	Athletic Field Preparation	No Change	\$30/hour	\$40/hour	\$60/hour
Vehicle Entrance Fee (Includes motorized cycle with boat or horse trailer) at Bonelli Park, Castaic Lake and Santa Fe Dam	Vehicle Entry	\$12/day				March 1, 2021	Vehicle Entrance Fee(Includes motorized cycle with boat or horse trailer) at Bonelli Park, Castaic Lake and Santa Fe Dam	\$15/day			
Vehicle Senior Citizen or Disabled (Vehicle owner/driver must be 65+ or disabled person with placard) at Bonelli Park, Castaic Lake and Santa Fe Dam	Vehicle Entry	\$5/day				March 1, 2020	Vehicle Senior Citizen or Disabled (Vehicle owner/driver must be 65+ or disabled person with placard) at Bonelli Park, Castaic Lake and Santa Fe Dam	\$8/day			

TYPE OF FEE	CATEGORY	CURRENT FEE				LAST CHANGED	TYPE OF FEE	PROPOSED FEE			
Department Classification of Services		Core Program Partner	Community Program Partner	Individuals	Commercial		Department Classification of Services	Core Program Partner	Community Program Partner	Individuals	Commercial
Annual Transferable Vehicle Entry - valid at Bonelli Park, Castaic Lake, Kenneth Hahn Park, Santa Fe Dam, Schabarum Park and Whittier Narrows	Vehicle Entry	\$150				March 1, 2020	Annual Transferable Vehicle Entry - valid at Bonelli Park, Castaic Lake, Kenneth Hahn Park, Santa Fe Dam, Schabarum Park and Whittier Narrows	\$160			
Annual Senior Citizen & Disabled Vehicle Transferable Permit - valid at Bonelli Park, Castaic Lake, Kenneth Hahn Park, Santa Fe Dam, Schabarum Park and Whittier Narrows	Vehicle Entry	\$75				December 1, 2014	Annual Senior Citizen & Disabled Vehicle Transferable Permit - valid at Bonelli Park, Castaic Lake, Kenneth Hahn Park, Santa Fe Dam, Schabarum Park and Whittier Narrows	\$90			
Recreational Vehicle (Includes trailer-type with combined length over 20 feet) at Bonelli Park, Castaic Lake and Santa Fe Dam	Vehicle Entry	\$14/day				September 1, 2009	Recreational Vehicle (Includes trailer-type with combined length over 20 feet) at Bonelli Park, Castaic Lake and Santa Fe Dam	\$23/day			
Annual Boat Permit at Bonelli Park, Castaic Lake and Santa Fe Dam	Vehicle Entry	\$135				September 1, 2009	Annual Boat Permit at Bonelli Park, Castaic Lake and Santa Fe Dam	\$150/vessel			
Annual Boat Permit Senior Citizen or Disabled (Vessel owner/driver must be 65+ or disabled person with placard) at Bonelli Park, Castaic Lake and Santa Fe Dam	Vehicle Entry	\$65/vessel				September 1, 2009	Annual Boat Permit Senior Citizen or Disabled (Vessel owner/driver must be 65+ or disabled person with placard) at Bonelli Park, Castaic Lake and Santa Fe Dam	\$80/vessel			
Activity Vehicle Annual Pass - Permits for registered participants only, in a sports league and/or recreational activity for park entry at Bonelli Park, Castaic Lake, Kenneth Hahn Park, Santa Fe Dam, Schabarum Park or Whittier Narrows - Sports Complex in Area A. Permit is valid at one park only and is not valid for holidays or special events.	Vehicle Entry	\$40/vehicle/park			Not Applicable	March 1, 2020	Activity Vehicle Annual Pass - Permits for registered participants only, in a sports league and/or recreational activity for park entry at Bonelli Park, Castaic Lake, Kenneth Hahn Park, Santa Fe Dam, Schabarum Park or Whittier Narrows - Sports Complex in Area A. Permit is valid at one park only and is not valid for holidays or special events.	\$60/vehicle/park			Not Applicable
Vehicle Entrance Fee (Includes motorized cycle with boat or horse trailer) - weekends and holidays only at Kenneth Hahn Park, Schabarum Park and Whittier Narrows (Area A, D and E)	Vehicle Entry	\$7/day				March 1, 2021	Vehicle Entrance Fee (Includes motorized cycle with boat or horse trailer) - daily at Kenneth Hahn Park, Schabarum Park and Whittier Narrows (Area A, D and E))	\$10/day			
Vehicle Entrance Fee, Senior Citizen or Disabled (Vehicle owner/driver must be 65+ or disabled person with placard) weekends and holidays only at Kenneth Hahn Park, Schabarum Park and Whittier Narrows (Area A, D and E)	Vehicle Entry	\$5/day				March 1, 2020	Vehicle Entrance Fee, Senior Citizen or Disabled (Vehicle owner/driver must be 65+ or disabled person with placard) daily at Kenneth Hahn Park, Schabarum Park and Whittier Narrows (Area A, D and E))	\$8/day			

TYPE OF FEE	CATEGORY	CURRENT FEE				LAST CHANGED	TYPE OF FEE	PROPOSED FEE			
Department Classification of Services		Core Program Partner	Community Program Partner	Individuals	Commercial		Department Classification of Services	Core Program Partner	Community Program Partner	Individuals	Commercial
Bus Entrance Fee weekends and holidays only at Kenneth Hahn Park, Schabarum Park and Whittier Narrows (Area A, D and E)	Vehicle Entry	\$18/day				March 1, 2020	Bus Entrance Fee <u>daily</u> at Kenneth Hahn Park, Schabarum Park and Whittier Narrows (Area A, D and E)	No Change			
Recreational Vehicle (Includes trailer-type with combined length <u>over</u> 20 feet) weekends and holidays only at Kenneth Hahn Park, Schabarum Park and Whittier Narrows (Area A, D and E)	Vehicle Entry	\$8/day				September 1, 2009	Recreational Vehicle, including trailer-type with combined length over 20 feet, <u>daily</u> at Kenneth Hahn Park, Schabarum Park and Whittier Narrows (Area A, D and E)	\$16/day			
Limousine Entrance Fee weekends and holidays only at Kenneth Hahn Park, Schabarum Park and Whittier Narrows (Area A, D and E)	Vehicle Entry	\$20/day				March 1, 2020	Limousine Entrance Fee, <u>daily</u> at Kenneth Hahn Park, Schabarum Park and Whittier Narrows (Area A, D and E)	\$20/day			
Castaic Lake RV Camping Full Hook ups	Facility Rental	\$21/campsite/day (2 night minimum stay on weekends from May 1-September 15) 14 day maximum stay			Not Applicable	March 1, 2024	Castaic Lake RV Camping Full Hook ups and Dumpsite	\$45/campsite/day (2 night minimum stay on weekends from May 1-September 15) 14 day maximum stay		May	Not Applicable
Castaic Lake - Dump Fee (fee for nonusers of the RV Park)	Facility Rental	\$7			Not Applicable	July 1, 2013	Castaic Lake - Dump Fee (fee for nonusers of the RV Park)	\$10			Not Applicable
Fred Palmer Equestrian Campground RV Camping, No Hook-ups or dumpsite	Facility Rental	\$19/campsite/day (no hook ups or dumpsite)			Not Applicable	March 1, 2024	Fred Palmer Equestrian Campground RV Camping No Hook-ups and No Dumpsite	\$30/campsite/day (no hook ups or dumpsite)			Not Applicable
Adult Admission at Arboretum, Descanso, South Coast and Virginia Robinson	Garden	\$15/day			Not Applicable	March 1, 2024	Adult Admission at Arboretum, Descanso, South Coast and Virginia Robinson	\$18/day - \$20/day			Not Applicable
Senior Citizen at Arboretum, Descanso, South Coast and Virginia Robinson	Garden	\$11/day			Not Applicable	March 1, 2024	Senior Citizen at Arboretum, Descanso, South Coast and Virginia Robinson	\$14/day			Not Applicable
Student w/ID at Arboretum, Descanso, South Coast and Virginia Robinson	Garden	\$11/day			Not Applicable	March 1, 2024	Student w/ID at Arboretum, Descanso, South Coast and Virginia Robinson	\$14/day			Not Applicable
Children (5 through 12) at Arboretum, Descanso, South Coast and Virginia Robinson	Garden	\$5/day			Not Applicable	March 1, 2020	Children (5 through 12) at Arboretum, Descanso, South Coast and Virginia Robinson	\$8/day			Not Applicable
DECREASED FEES											
Tennis Court	Facility Rental	\$0	\$22/court/hour	\$29/court/hour	\$37/court/hour	March 1, 2024	Tennis Court	No Change	\$11/court/hour	\$15/court/hour	\$20/court/hour
ELIMINATED FEES											
Santa Fe Dam (no hook-ups, showers or dumpsite)	Facility Rental	\$20/campsite/day (weekends only, two night maximum stay - holiday weekends, three night maximum)			Not Applicable	March 1, 2024	Santa Fe Dam (no hook-ups, showers or dumpsite)	ELIMINATE			
Tent Camping - All Other Facilities		\$0	\$16/day/site	\$21/day/site	\$31/day/site		Tent Camping - All Other Facilities	ELIMINATE			

TYPE OF FEE	CATEGORY	CURRENT FEE				LAST CHANGED	TYPE OF FEE	PROPOSED FEE			
Department Classification of Services		Core Program Partner	Community Program Partner	Individuals	Commercial		Department Classification of Services	Core Program Partner	Community Program Partner	Individuals	Commercial
Eaton Canyon Natural Area and Nature Center - Vehicle Entrance Fee (Includes motorized cycle with boat or horse trailer) - weekends and holidays only	Vehicle Entry	\$7/day				March 1, 2021	Eaton Canyon Natural Area and Nature Center - Vehicle Entrance Fee (Includes motorized cycle with boat or horse trailer) - weekends and holidays only	ELIMINATE			
Eaton Canyon Natural Area and Nature Center - Vehicle Senior Citizen or Disabled (Vehicle owner/driver must be 65+ or disabled person with placard)	Vehicle Entry	\$5/day				March 1, 2020	Eaton Canyon Natural Area and Nature Center - Vehicle Senior Citizen or Disabled (Vehicle owner/driver must be 65+ or disabled person with placard)	ELIMINATE			
Eaton Canyon Natural Area and Nature Center - Bus Entrance Fee	Vehicle Entry	\$18/day				March 1, 2020	Eaton Canyon Natural Area and Nature Center - Bus Entrance Fee	ELIMINATE			

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/25/2025		
BOARD MEETING DATE	7/15/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Execute Streetlight Master License Agreement with Rowland Water District		
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 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	Approval is needed to authorize and delegate authority to the Director of Public Works to execute a Streetlight Master License Agreement with Rowland Water District (RWD) for installation of meter repeaters on County-owned streetlights within the unincorporated communities of Los Angeles County served by County Lighting Maintenance District 1687.		
COST & FUNDING	Total cost:	None	Funding source: County Lighting Maintenance District 1687 (Fund F46)
	TERMS (if applicable): The agreement is effective for 5 years and eligible for two 5-year renewals. Additional terms are below and in the agreement.		
	Explanation: The agreement provides for the reimbursement of one-time expenditures to execute the agreement and the collection of an initial annual license fee of \$270 per meter repeater authorized for attachment and installation on County-owned streetlights. Subsequent license fees will be continually assessed and all costs of maintaining the agreement will be reimbursed.		
PURPOSE OF REQUEST	The meter repeaters will enable RWD to monitor water usage in its service area via wireless communication between customer utility water meters and utility base stations.		
BACKGROUND (include internal/external issues that may exist including any related motions)	RWD requested lease of County infrastructure to install meter repeaters. RWD serves the unincorporated communities of Hacienda Heights, Rowland Heights, and San Jose Hills.		
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: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE

REFER TO FILE:

July 15, 2025

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
APPROVE AND DELEGATE AUTHORITY TO EXECUTE
STREETLIGHT MASTER LICENSE AGREEMENT WITH
ROWLAND WATER DISTRICT
FOR COUNTY LIGHTING MAINTENANCE DISTRICT 1687
(SUPERVISORAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval for the Director of Public Works or his designee to execute the Streetlight Master License Agreement with Rowland Water District to authorize the attachment and installation of meter repeaters on County-owned streetlights within County Lighting Maintenance District 1687 in various unincorporated areas.

IT IS RECOMMENDED THAT THE BOARD:

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. Approve the Streetlight Master License Agreement between the County and Rowland Water District for the attachment and installation of meter repeaters on County-owned streetlights within County Lighting Maintenance District 1687.

3. Authorize the Director of Public Works or his designee to execute the Streetlight Master License Agreement with Rowland Water District for the attachment and installation of meter repeaters on County-owned streetlights within County Lighting Maintenance District 1687.
4. Authorize the Director of Public Works or his designee to terminate the Streetlight Master License Agreement, as necessary and appropriate, and to take all necessary actions to effectuate such termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to allow Public Works to execute the Streetlight Master License Agreement with Rowland Water District (RWD) to provide RWD with a non-exclusive revocable license for the attachment and installation of solar water meter repeaters to County-owned streetlight poles within County Lighting Maintenance District 1687. This will enable RWD to monitor water usage in its service area via wireless communication between customer utility water meters and utility base stations to provide better customer service. RWD serves the unincorporated communities of Hacienda Heights, Rowland Heights, and San Jose Hills. This agreement benefits our communities and eliminates the need for additional standalone poles.

Implementation of Strategic Plan Goals

These recommendations support County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by improving coverage in remote regions, ensuring connectivity and utility service for isolated communities. The proposed project supports innovation and wide-reaching connectivity in Los Angeles County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The agreement provides for the reimbursement of one-time expenditures to execute the agreement and the collection of an annual license fee of \$270 for each meter repeater authorized for attachment and installation to County-owned streetlights. The license fee may be increased annually by a fixed 3 percent or on the basis of a cost study to cover the County's actual costs. Fees will be deposited into the County Lighting Maintenance District 1687 Fund (F46, Revenue Source Code 8371-Other Licenses and Permits).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

RWD requested lease of County infrastructure to attach and install meter repeaters to County-owned streetlight poles within County Lighting Maintenance District 1687. The meter repeaters enable RWD to monitor water usage in its service area via wireless communication between customer utility water meters and utility base stations.

The agreement enables RWD to attach and install telecommunication and utility equipment including: wires, cables, pipes, antennas, radios, wireless microwave, and other backhaul equipment, fiber optic cables, conduit, ducts, control boxes, vaults, poles, power sources and/or other equipment, structures, appurtenances, improvements and services as depicted on plans included in the agreement for the operation, maintenance, and upgrade of RWD's meter repeaters

The agreement has an initial term of 5 years with two successive automatic renewals of 5 years each unless otherwise terminated.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from the California Environmental Quality Act. The project approval of the proposed agreement with RWD for the attachment and installation of meter repeaters to streetlight poles within County Lighting Maintenance District 1687 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 15301, subdivisions (b) and (e), and 15303 of the State California Environmental Quality Act Guidelines and Classes 1 and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project involves minor modifications of existing public utility facilities and the conversion or construction of small facilities and structures. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the agreement will have no impact on current services or projects.

The Honorable Board of Supervisors
July 15, 2025
Page 4

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Traffic Safety and Mobility Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:EK:ja

Enc.

cc: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors

STREETLIGHT MASTER LICENSE AGREEMENT

THIS STREETLIGHT MASTER LICENSE AGREEMENT ("Agreement") is made and entered into on _____, 2025 ("Effective Date"), by and between the COUNTY OF LOS ANGELES ("Licensor" or "County"), a political subdivision of the State of California, and ROWLAND WATER DISTRICT ("Licensee"), a full-service regional water agency registered with the California Public Utilities Commission, individually "Party" and collectively "Parties."

R E C I T A L S

WHEREAS, Licensor owns, operates, and maintains County Streetlights located in the geographic areas within Licensee's service territory.

WHEREAS, Licensee desires to enter into this Agreement for the attachment and installation of Allegro Solar Repeaters, also known as repeaters, hereafter referred to as "Equipment," as defined below and depicted on plans required in this Agreement, solely for Licensee's operations and attachment to specified County Streetlights.

WHEREAS, Licensor is willing to grant Licensee a non-exclusive, revocable license for the attachment of Equipment to County Streetlights, subject to the terms and conditions set forth in this Agreement.

D E F I N I T I O N S

Terms with the initial letter or letters capitalized, whether in the singular or plural, shall have the following meanings:

County Streetlight – Licensor-owned streetlight facilities mounted on a standalone pole to include support arms, conduit space within the pole, and foundation. County Streetlight does not include lighting facilities mounted on traffic signal standards or installed as part of a County Traffic Signal.

County Traffic Signal – Licensor-owned traffic signal facilities to include the pole, support arms, control boxes, conduit space within the pole, and foundation, used for the regulation and control of traffic movement at an intersection.

CPUC – California Public Utilities Commission.

FCC – Federal Communications Commission.

Equipment – Licensee's Allegro Solar Repeaters or repeaters, including wires, cables, pipes, antennas, radios and associated utility or equipment box, battery backup, transmitters, receivers, amplifiers, signage, wireless microwave and other backhaul equipment, fiber optic and other cables, wires, conduit, ducts, control boxes, vaults, power sources and/or other equipment, structures, appurtenances, improvements and services.

Public Works – Los Angeles County Public Works.

Regional Planning – Los Angeles County Department of Regional Planning.

Term – Initial length and extensions of the Agreement.

1. EFFECTIVE TERM OF AGREEMENT

1.1 This Agreement shall be and remain in effect for a period of five (5) years from the Effective Date.

This Agreement shall automatically extend thereafter for two (2) successive terms of five (5) years each, unless otherwise terminated by either Party on not less than six (6) months advance written notice to the other Party prior to the date when such termination shall become effective. Such termination under this paragraph does not require a showing of cause.

2. MASTER STREETLIGHT LICENSE

2.1 Licensors hereby confer on Licensee a non-exclusive, revocable master license to access and attach Equipment to County Streetlights and to replace, operate, maintain, upgrade, and use such Equipment during the Term of this Agreement.

2.2 Local Land Use Authorization. Licensee shall use County Streetlights permitted and approved by Licensors for the purposes of transmission and reception of wireless communication signals. No other rights are granted to Licensee herein. Licensors make no warranties, implied or otherwise, as to the fitness of the County Streetlights for Licensee's intended use or the condition of the County Streetlights. Licensee has inspected the County Streetlights and accepts the same in "AS IS" condition and agrees that Licensors are under no obligation to perform any work or provide any materials to prepare County Streetlights for Licensee. Licensee agrees that, at no time during the Term of this Agreement, will Licensee use or permit the use of the Equipment in ways that are inconsistent with the terms of this Agreement.

2.3 Street Lighting and Electrical Plan Submittal. Licensee shall submit street lighting and applicable electrical plans ("Plans") for each individual County Streetlight, as described in Exhibit A, to which Licensee wishes to attach Equipment under the terms of this Agreement to Public Works for review and approval via the Electronic Permitting Inspection County of Los Angeles Web Portal. Electrical plans are required if Equipment uses a grid tied power source. The Plans shall adhere to the latest County guidelines.

2.3.1 Public Works shall not approve any Plans on a County Streetlight prior to execution of the Agreement by Parties.

2.3.2 Public Works' approval of the Plans shall expire two years after the latest date of approval on the Plans ("Approved Plans").

2.3.3 Licensee shall install and operate only the Equipment identified in the Approved Plans. No other facilities or improvements may be placed on any County Streetlights without the written consent of the Licensor. Pursuant to the terms contained in this Agreement, Licensor reserves the right to co-locate other equipment on any County Streetlights. Licensee's Equipment shall be placed within or on a County Streetlight at the sole cost of Licensee.

24 Road Wireless Permit. Licensee shall apply for a Road Wireless permit from Public Works for any work within the public right of way in accordance with Division 1, Title 16 of the Los Angeles County Code. Permit issuance is contingent upon the approval of the Street Lighting and applicable Electrical Plans described above for the installation and construction of Equipment. Licensee shall perform all work in compliance with the approved Plans and Road Wireless permit.

25 Additional Equipment and Equipment Modification. Prior to installing any additional equipment not previously authorized on the Approved Plans, or replacing equipment not previously authorized on the Approved Plans, Licensee must submit revised plans to Licensor for review and approval and pay all applicable fees pursuant to Section 3 below. Licensee must obtain a Road Wireless permit in connection with such modification or replacement.

3. FEES

As its entire consideration for the rights granted herein, Licensee shall pay the following fees:

3.1 Master License Agreement Fee. Licensee shall pay a \$25,000 initial deposit equal to the Licensor's cost to negotiate, modify, and process this Agreement for approval. Licensor shall collect additional deposit from Licensee if the initial deposit is not sufficient to cover Licensor's cost. Any unused deposit shall be refunded to the Licensee. The initial deposit shall be due upon receipt of the Agreement by Licensee. Licensor shall not negotiate, modify, or process the Agreement for approval without payment.

3.2 Plan Check and Construction Permit Fees. Licensee shall pay all applicable plan check and permit fees at time of submittal of plans or permit application pursuant to Section 2 above for the installation and construction of Equipment.

3.3 Pole Fee. During the Term of this Agreement, Licensee shall pay an annual Pole Fee of \$270 for each County Streetlight to which Licensee attaches Equipment ("Pole Fee"). The Licensee shall pay the first Pole Fee within ninety (90) calendar days from the Road Wireless permit application for the installation of Equipment. Thereafter, the Licensee shall, each year, pay the Pole Fee with respect to each County Streetlight with Equipment shown in Exhibit B pursuant to Section 3.6. The Licensee shall amend Exhibit B each time a new County

Streetlight is utilized for attachment of Equipment or Equipment is removed from a County Streetlight and provide the amended Exhibit B to Licensor; provided, such amendment shall not require Board of Supervisors approval. Licensor shall issue an invoice by the third week of November and payment by Licensee shall be received by Licensor no later than December 31. Licensee acknowledges and agrees that Licensee shall not be entitled to any refund or proration of the annual Pole Fee for a partial year. Licensee shall provide an updated Exhibit B, as needed, to Licensor each time additional or replacement Equipment materially different than the originally approved Equipment was installed or uninstalled by Licensee and accepted by Licensor.

Late Fee. Licensee's failure to pay the first Pole Fee within ninety (90) calendar days from date of submittal pursuant to Section 3.3 or the Pole Fee before December 31 of each year shall be an event of default. If such default shall occur, Licensee shall pay to Licensor a late charge of fifteen percent (15 percent) of the overdue Pole Fee ("Late Fee"). If the Licensee fails to pay, the release of Plans or issuance of a Road Wireless permit will be suspended for all applications until any outstanding Pole Fees and Late Fees are received. Licensee acknowledges that late payment by Licensee to Licensor of amounts due under this Agreement will cause Licensor to incur costs not contemplated by this Agreement, and the exact amount of which will be extremely difficult to ascertain. The Parties agree that such Late Fee represents a fair and reasonable estimate of the costs Licensor will incur by reason of Licensee's late payment.

3.4 Fee Increases. The Pole Fee will be adjusted annually as follows:

- 3.4.1** The Pole Fee may be adjusted annually equal to the most recently published U.S. Bureau of Labor Statistics consumer price index; or,
- 3.4.2** The Pole Fee may be revised once per calendar year based on a cost study establishing a reasonable approximation of Licensor's objectively reasonable, actual costs in providing access to County rights-of-way and attachment of Equipment, which has been reviewed, adopted, and approved by the Licensor. Licensor shall provide the cost study to Licensee ninety (90) days in advance of adopting the cost study. After the revised Pole Fee is final as described herein, Licensor shall provide a notice to Licensee of the revised Pole Fee, which shall be effective retroactive to January 1st of the same calendar year the cost study is started and on a prospective basis thereafter until a new revised Pole Fee is adopted, provided the revised Pole Fee is consistent with all Laws and non-discriminatory. Licensor reserves the right to adjust the Pole Fee as provided by such laws. Licensor hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the rates or fees offered to any other entity with respect to Equipment is or will be more

favorable than the rates and fees under this Agreement. If Licensors agree to a rate or fee that is more favorable than the rates and fees under this Agreement, Licensee shall be entitled under this Agreement to such rate or fee on and after the date such rate or fee becomes effective.

3.6 Payments. Licensee agrees to render all payments payable to the County of Los Angeles and mail such payments to:

Los Angeles County Public Works
P.O. Box 7437
Alhambra, CA 91802-7437
Attention Account Receivable

4. INSTALLATION

4.1 Licensee agrees that all construction and installation work shall be performed at Licensee's sole cost and expense, in a neat, responsible, skillful, and workmanlike manner only by qualified and properly trained persons and appropriately licensed contractors. Construction and installation shall be completed according to the Approved Plans. Construction work shall conform to the terms and conditions of the Road Wireless permit.

4.2 Licensee shall install and maintain the Equipment in accordance with the requirements of the California Electric Code, National Electric Safety Code, and any applicable local electrical code, applicable rules or orders of the FCC, CPUC or any other federal, state or County requirement.

4.3 Licensee shall label the Equipment placed in or on any County Streetlights. Label information shall include Licensee's name, appropriate safety warnings, and emergency contact information.

4.4 Licensee shall not during construction or otherwise impede access to or in any way obstruct, interfere with, or hinder the use of the County Streetlight or access thereto. If any of the foregoing occurs, Licensee shall take immediate corrective action, and shall use best efforts to correct same within twenty-four (24) hours of notice by Licensors to Licensee's Network Operations Center as set forth in Section 11.

4.5 Licensee shall not remove or alter any Equipment attached to County Streetlights prior to obtaining a Road Wireless permit from the Licensors authorizing the removal or modification of Equipment.

4.6 In performing installation of Equipment, modification of Equipment, or removal of Equipment on a County Streetlight, Licensee shall leave the County Streetlight in original or better condition than existed prior to said work taking place.

5. UTILITIES

Licensee shall be responsible for arranging for electrical service by Southern California Edison or the local energy provider and paying any charges for electricity for the operation of Equipment. Licensee must obtain electrical service and an electrical meter, if necessary, for each Equipment it installs.

6. TAXES AND LIENS

Licensee shall pay all applicable taxes, including personal property taxes, assessed on Equipment installed by Licensee on County Streetlights before such taxes become delinquent. Licensee shall be responsible for the satisfaction and payment of all amounts due to any provider of work, labor, material, or services provided to Licensee for the installation, maintenance or in connection with Equipment installed on County Streetlights and shall keep County Streetlights free and clear of all liens resulting from the provision of such labor, material and services. This paragraph shall survive termination of this Agreement and Licensee shall pay all liens within thirty (30) calendar days after Licensee receives notice of such liens.

7. MAINTENANCE AND ACCESS

Licensee, through its designated and approved employees and contractors, shall be solely responsible for the operation, maintenance, repair, replacement, and care of Equipment on any County Streetlights and shall maintain the same in a clean, sanitary, and safe condition and in good repair and free of any defects at all times during this Agreement.

7.1 Licensee shall repair any damage to County Streetlights to the extent such damage is caused by Licensee, any of its agents, representatives, employees, contractors, or subcontractors, or by the Equipment as a result of the placement, operation, maintenance, or repair of the Equipment, at Licensee's sole cost, as soon as possible, but in no event more than forty-five (45) calendar days after the date Licensee was first notified by Licensor or its representative of such damage. All repairs shall be performed such that the County Streetlight is restored to the condition in which it existed immediately prior to the damage and to the reasonable satisfaction of Licensor. A Road Wireless permit is required for any work in the public right of way.

7.2 In the event that Licensee fails to repair any such damage within forty-five (45) calendar days of receipt of notice of damage to County Streetlights, Licensor may, in its sole and absolute discretion, repair such damage and Licensee shall reimburse Licensor for all actual costs reasonably incurred plus a thirty percent (30%) fee within thirty (30) calendar days following receipt of an invoice and reasonable supporting documentation. Licensee's obligations under this subparagraph and shall survive the termination of this Agreement.

8. SAFETY PRECAUTIONS

8.1 Safe Working Conditions. Licensee shall perform all work on County Streetlights in a safe manner and in compliance with applicable federal, state, and local laws, rules, and regulations. All work on County Streetlights shall be performed by Licensee's trained employees or licensed contractors operating from either a bucket or ladder truck, to the extent necessary to perform such work. Licensee acknowledges and agrees that the installation and maintenance of Equipment on County Streetlights poses a risk of severe injury or death to persons who are not properly trained and equipped to perform such work. Persons performing installation, maintenance and any other work related to the Equipment shall be appropriately trained and licensed by the California State Contractors Licensing Board and any applicable CPUC's rules and regulations. Licensee shall ensure that said persons observe all required safety requirements established by the CPUC and the California Occupational Safety and Health Administration including, but not limited to, tag-out lock and de-energization rules, ladder and lift restrictions, traffic control and work zone safety guidelines per the California Manual on Uniform Traffic Control Devices, and street right of way safety requirements and training in these areas.

8.2 Disconnect Device. To the extent feasible given the structural configuration of any County Streetlights, Licensee shall install on each County Streetlight a disconnect device such as a cutoff switch or similar mechanism. This disconnect device must disable and de-energize the Equipment so that any Licensor's employees or representative performing work may upon prior notice to Licensee's Network Operations Center, safely shut down the Equipment to eliminate exposure to electromagnetic frequencies or radio frequencies generated by the Equipment. The disconnect device must be clearly identified and easily accessed. Licensee shall provide Licensor with information and diagrams describing the use, function, and operation of the disconnect device for the instruction of Licensor's employees or representative. If such disconnect device has not been installed by Licensee, upon notice from Licensor to Licensee's Network Operations Center at least four (4) hours in advance, Licensee shall temporarily disable and de-energize the Equipment at the requested County Streetlight location in connection with Licensor's work at such location.

8.3 Radio Frequency Emission Requirements. Licensee will operate Equipment in a manner that complies with the FCC standard in effect as of the Effective Date of this Agreement or any more restrictive, applicable standard subsequently adopted or promulgated by a governmental agency with jurisdiction regarding current or future Maximum Permissible Exposure limits for radio frequency emissions.

9. NON - INTERFERENCE / COORDINATION OF WORK

Equipment installed by Licensee shall not interfere with the primary purpose of County Streetlights to provide illumination. Moreover, the Equipment shall not interfere with any other use by Licensor of the County Streetlights Licensee shall be responsible for the

coordination of the Equipment installation work to avoid any interference with existing utilities, other County structures, or any County or other municipal transit operations. Licensors shall be the Licensee's point of contact for all Equipment installation and except in the case of an emergency, all communication concerning Equipment installation shall be through Licensors's employees or representatives.

10. CO-LOCATION

For administrative, visual, and potential safety reasons, only one Equipment can be located on each County Streetlight. Licensors reserves the right to install any equipment including smart city and smart streetlight devices to County Streetlights for any purposes.

11. COUNTY'S CONTROL OF COUNTY STREETLIGHTS / EMERGENCIES

Licensors reserves the right at any time to make alterations, additions, repairs, deletions or improvements to all or any part of the County Streetlights for any County purposes. In performing such work, Licensors shall make good faith efforts to give Licensee prior notice of such work and shall make reasonable efforts not to disrupt Licensee's normal use of Licensee's Equipment on County Streetlights. However, Licensors's authority and ability to make changes to any County Streetlights shall not be impeded or delayed in any way by the presence of Licensee's Equipment. The making of any such alterations, additions, repairs, deletions, or improvements shall in no event entitle Licensee to any damages, relieve Licensee of its obligation to pay license fees or to perform each of its other covenants or obligations established in this Agreement, provided that Licensee can still operate the Equipment as intended in this Agreement. If Licensee cannot still operate the Equipment as intended in this Agreement, Licensors will use reasonable efforts to find an alternate County Streetlight for Licensee to relocate Licensee's Equipment in compliance with Section 2 above. In the event of an emergency, Licensors's needs shall take precedence over any operations of Licensee on County Streetlights. The Parties shall notify each other of any emergency situation related to the County Streetlights at the emergency phone numbers listed below:

Licensors:

Los Angeles County Public Works' Dispatch: 1-800-675-HELP

Licensee:

Licensee's Network Operations Center: (562) 697-1726

12. REMOVAL OF EQUIPMENT

Licensors will provide Licensee fifteen (15) calendar days prior written notice of any non-emergency work that will, or may, affect the Equipment.

12.1 Upon initial installation of Equipment, Licensee shall train Licensors's employees or representatives to de-energize the Equipment and provide any

necessary training or specialized equipment to meet safety regulations. Upon request by Licensor, Licensee shall provide periodic supplemental training to Licensor's employees or representatives. In the event that Licensor is required by Law or under unavoidable circumstances to perform emergency work on any County Streetlights on which Licensee has attached Equipment in which it is not possible to notify Licensee sufficiently in advance as stated above, Licensor's employees or representatives will make every effort to ensure that all workers involved are familiar with the procedures for de-energizing Licensee's Equipment and will use reasonable care in handling and storing Licensee's Equipment. In addition, Licensor will notify Licensee of such removal as soon as possible and will take all due care in removing and storing the Equipment. In the performance of any routine, special or emergency work, Licensor shall take all steps necessary to minimize any damage to the Equipment. In event of damage to the Equipment during routine, special, or emergency work, Licensor is not responsible except to the extent caused by the negligence or willful misconduct of Licensor. Licensor does not waive any claim due to inadequate training by Licensee.

12.2 Licensee must provide forty-five (45) calendar days prior written notice and shall be required to obtain a Road Wireless permit from Licensor before removing any Equipment from any County Streetlights, specifying the Equipment to be removed and the County Streetlight from which it is to be removed. County Streetlights shall be referenced by pole number and location.

12.3 Upon expiration or termination of this Agreement, Licensee shall, at its expense, remove all Equipment from the County Streetlights within ninety (90) calendar days of the date of such expiration or termination. Licensee shall be required to obtain a Road Wireless permit from Licensor before removing any Equipment from any County Streetlights.

12.4 In the event that Licensee fails to remove any Equipment from the County Streetlights within (90) calendar days of the date of expiration or termination of this Agreement, Licensor may, in its sole and absolute discretion, remove, store, and dispose of such Equipment at the expense of the Licensee. Licensee shall reimburse Licensor for all actual costs reasonably incurred plus thirty percent (30%) fee within thirty (30) calendar days following receipt of an invoice and reasonable supporting documentation. Licensee's obligations under this subparagraph shall survive the termination of this Agreement.

13. HAZARDOUS MATERIALS

Licensee shall not generate, store, or dispose of any hazardous materials on or around the County Streetlights within public right of way in violation of any applicable laws. Hazardous materials shall mean any chemical, substance, waste or material which has been or is hereafter determined by any federal, state or local governmental authority to be capable of posing risk to health or safety, including without limitation, those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" under applicable Laws, and includes without limitation

petroleum, asbestos, polychlorinated biphenyls, flammable explosives, radioactive materials and radon gas.

14. OWNERSHIP OF ELEMENTS

Licensee shall own or have the legal right to use and control the Equipment. Licensor shall own or have the legal right to use and control the County Streetlight. Each Party will be responsible for service to elements owned or controlled by the specific Party.

15. REPAIRS AND REPLACEMENTS

Licensee shall be responsible for repair, replacement and/or removal of any Licensee's Equipment that is installed on County Streetlights and that is damaged or destroyed by third parties or a casualty event which includes, but is not limited to, any casualty, fire, act of God, or other harm ("Casualty Event").

15.1 Licensor shall be responsible for repair and/or replacement of any County Streetlight damaged or destroyed by third parties or a Casualty Event. Licensor shall repair any County Streetlights that are damaged or destroyed by a third party at Licensor's expense within forty-five (45) calendar days after Licensor is made aware of such damage or destruction. If Licensor cannot repair or replace the damaged or destroyed County Streetlight within this time period, Licensor shall, at Licensee's option, allow Licensee to complete such work or provide Licensee with an alternate suitable location for Licensee's Equipment. Any such alternate location shall be subject to the requirements in Section 2. Any work completed by Licensee will be reimbursed by Licensor.

15.2 With regards to repair, replacement and/or removal of any Licensee's Equipment, in the event that Licensee fails to take such action for any such damage described above within forty-five (45) calendar days of receipt of written notice, Licensor may, in its sole and absolute discretion, repair such damage and Licensee shall reimburse Licensor for all costs incurred plus thirty percent (30%) fee within thirty (30) calendar days following receipt of an invoice and reasonable supporting documentation. Licensee's obligations under this subparagraph shall survive the termination of this Agreement.

16. RELOCATION OF STREETLIGHT FACILITIES

16.1 In the event that Licensee's Equipment must be relocated due to a change in street alignment, construction, expansion, permanent closure of a street, sale of County property, public improvement project, or other authorized decision public project by Licensor, Licensee shall relocate the Equipment on a County Streetlight or County Custom Designed Streetlight at its own expense to an alternative location made available by Licensor to Licensee within forty-five (45) calendar days after receiving the applicable permits for the alternative location. Licensor will use reasonable efforts to find a suitable alternate County Streetlight acceptable to Licensee. Licensee shall be required to obtain a Road Wireless permit from Licensor before relocation of any Equipment from any County Streetlights.

16.2 In the event that Licensee fails to relocate any Equipment from the County Streetlights within forty-five (45) calendar day after receiving written notice from Licensor, Licensor may in its sole and absolute discretion, remove, store, and dispose of such Equipment at expense of Licensee. Licensee shall pay for all actual costs reasonably incurred plus thirty percent (30%) fee to Licensor within thirty (30) calendar days following receipt of an invoice and reasonable supporting documentation. Licensee's obligations under this subparagraph shall survive the termination of this Agreement.

17. INDEMNITY

Licensee shall indemnify, protect, defend and hold harmless the Licensor, its Board Members, officers, employees, and agents, from and against claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including the costs of removal of any hazardous materials, remedial actions of any kind and all other related costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense, to the extent caused directly, in whole or in part, by the negligence or willful misconduct of Licensee, its directors, officers, employees, agents, contractors, subcontractors and representatives, or arising from Licensee's construction, installation, operation, maintenance or repair of the Equipment, but not to the extent arising out of the negligence or willful misconduct of Licensor.

Licensor shall be liable only for the costs of repair to the damaged Equipment arising from Licensor's negligence or willful misconduct, and Licensor shall not be otherwise responsible for any damage, loss, or liability of any kind occurring by reason of anything done or omitted to be done by Licensor or by any third party, including, without limitation, damages, losses, or liability arising from Licensor's approval of Equipment placement.

18. INSURANCE

At all times during the Term of this Agreement, Licensee shall maintain and require its subcontractors that perform any work pursuant to this Agreement to maintain substantially the same insurance as required of Licensee, insurance coverage as described below:

18.1 Commercial Automobile Liability Insurance providing coverage for bodily injury, including death and property damage, with combined single limits of Two Million dollars (\$2,000,000) each accident covering all owned, non-owned, and hired autos.

18.2 Commercial General Liability Insurance per ISO form CG 00 01 or equivalent with a limit of Five Million dollars (\$5,000,000) per occurrence for bodily injury and property damage and Five Million dollars (\$5,000,000) general aggregate including contractual liability and products and completed operations coverage. Such insurance shall: (i) include the Licensor, its officers, and employees as additional insureds by endorsement as their interest may

appear under this Agreement, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes; and (iii) contain standard separation of insureds provisions.

18.3 Workers' Compensation Insurance with statutory limits, in accordance with the laws of the State of California, and employer's liability insurance with limits of One Million dollars (\$1,000,000) each accident/disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers and employees.

18.4 Sub-Contractor Insurance Coverage Requirements. Licensee shall include all Sub-Contractors as insureds under Licensee's own policies or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Licensee shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the County and Licensee as additional insureds on the Sub-Contractor's General Liability policy. Licensee shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

18.5 Application of Excess Liability Coverage. Licensee may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

18.6 Insurance is to be placed with insurers with a Bests' rating as approved by County's Executive Officer, but in no event less than an A. M. Best rating of at least A-VII. The County understands and acknowledges that Licensee is a member of the Association of California Water Agencies Joint Powers Insurance Authority ("JPIA"), pursuant to a joint powers agreement, which provides coverage for damages due to, among other things, bodily injury, property damage, and personal injury.

18.7 Upon receipt of notice from its insurer, Licensee will provide Licensor with thirty (30) calendar days prior written notice of cancellation of any policy required herein.

18.8 The insurance required hereunder shall be maintained until all Equipment has been removed from County Streetlights and County Custom Designed Streetlights.

19. FORCE MAJEURE

Licensor and its agents shall not be liable or responsible to Licensee, and Licensee hereby waives any claim for, any loss or damage to any property or person or loss of use of any property occasioned by a force majeure, including without limitation by theft, fire, act of God, public enemy, riot, strike, insurrection, war, court order, requisition or other order of

governmental body or authority.

20. WAIVER

In no event shall either Party or such Party's respective agents or successors and assigns be liable for any contract damages of lost profits, consequential, special, exemplary, indirect, punitive, or incidental losses or damages, including loss of use, loss of goodwill, lost revenues, loss of profits or loss of contracts (the "Released Claims") and each Party hereby waives such claims and releases the other Party from any such liability except as explicitly stated herein.

Licensee acknowledges that California Civil Code Section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties waive the provisions of Section 1542, or other similar provisions of Law, with respect to the Released Claims and intend that the waiver and release provided by this subsection shall be fully enforceable despite its reference to future or unknown claims.

21. ASSIGNMENT

Neither this Agreement, nor any interest in it, may be assigned, transferred, or sublicensed by Licensee without the prior written consent of the Licensor. Notwithstanding the foregoing or any provision in this Agreement to the contrary, Licensee shall have the right to assign this Agreement to any parent, subsidiary, affiliate, firm, or corporation that shall control, be under the control of, or be under common control with Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee that are subject to this Agreement. Licensee must submit notice of any such changes within forty-five (45) days of the assignment. Licensee shall have no right to subcontract space on any County Streetlights to any third party.

22. BINDING EFFECT

The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the Parties to the Agreement.

23. COMPLIANCE WITH ALL LAWS

Laws means any and all laws, regulations, ordinances, resolutions, judicial decisions, rules, permits and approvals applicable to Licensee's use of its Equipment that are in force on the date of this Agreement or as are lawfully amended including, without limitation, Los Angeles County code. Licensee shall comply with all Laws with respect to Licensee's use of its Equipment. This Agreement does not limit any rights Licensee may have in accordance with Laws to install its own poles in the public right of way or to attach Licensee's Equipment to third-party poles located in the public right of way. This Agreement shall in no way limit or waive either Party's present or future rights under Laws. If, after the date of this Agreement, the rights or obligations of either Party are materially preempted or superseded by changes in laws ("New Law"), the Parties agree to renegotiate

this Agreement to reflect the New Law. the current terms of the Agreement will remain in place until the negotiations are completed.

24. CORPORATE AUTHORITY

Each individual signing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to sign on behalf of Licensee and to bind Licensee fully to each and all of Licensee's obligations set forth in this Agreement.

25. EXHIBITS

In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and any exhibit attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail unless it clearly appears that such conflicting provision in such exhibit was intended to override the terms of this Agreement in the particular involved. The exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. Specially included as exhibits to this Agreement hereto are:

Exhibit A: List of Proposed Equipment

Exhibit B: List of Approved and Installed Equipment

26. GOVERNING LAW

This Agreement, and performance pursuant to it, shall be governed, interpreted, construed, and regulated by the laws of the State of California, without reference to its conflicts of law's provisions.

27. FURTHER ASSURANCES

Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the Parties to this Agreement.

28. NEGATION OF PARTNERSHIP

Licensor shall not become or be deemed a partner or joint venture with Licensee or associate in any such relationship with Licensee by reason of the provisions of this Agreement. Licensee shall not for any purpose be considered an agent of Licensor.

29. NO WAIVER OF DEFAULT

The failure of any Party to enforce against another Party any provision of this Agreement shall not constitute a waiver of that Party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement. The acceptance of work or services, or payment for work or services, by Licensor shall not constitute a waiver of any provisions of this Agreement.

30. NOTICES

This paragraph shall survive termination of this agreement. Notices hereunder must be in writing and transmitted by United States first class mail or by personal delivery to Licensor. Such notices shall be deemed given (a) upon receipt in the case of personal delivery or confirmed facsimile transmittal; (b) two (2) days after it is sent by certified mail, with a return receipt requested, (c) three (3) days after deposit in the mail, or the next day in the event of overnight delivery.

If to Licensor: Los Angeles County Public Works
 P.O. Box 1460
 Alhambra, CA 91802-1460
 Attention Traffic Safety and Mobility Division – Street Lighting Section

If to Licensee: Rowland Water District
 3021 Fullerton Rd.
 Rowland Heights, CA 91748
 Attention General Manager

31. TERMINATION FOR CAUSE

31.1 Licensor may terminate this Agreement or Licensee's right to install, operate and maintain its Equipment on certain County Streetlights for cause upon thirty (30) calendar days' prior written notice sent by Licensor to Licensee to perfect a cure. In that event, Licensor may exercise its legal rights and/or equitable remedies reserved under this Agreement or by Law at any time, including, without limitation, the right to recover any uncollected fees that would be due and payable by Licensee to Licensor for the period prior to such termination date.

31.2 A termination for cause means: (a) Licensee has failed to cure a material default of this Agreement; (b) Licensee's authority to do business in California has expired or is rescinded or terminated by final order or action that is no longer subject to appeal; or (c) bankruptcy.

31.3 Upon termination for cause with respect to certain County Streetlights identified in or added to Exhibit B, the right to attach to such County Streetlights will immediately terminate after Licensor delivers thirty (30) calendar days prior written notice to Licensee. In such event, Licensee shall, at its expense, remove all Equipment from the County Streetlights as per section 12.3, Removal of Equipment.

32. TERMINATION WITHOUT CAUSE

The Parties hereto agree that (a) Licensee may terminate its right to operate its Equipment as it relates to any individual location upon thirty (30) calendar days advance written notice to Licensor. Any termination of this Agreement shall not relieve Licensee of any obligations, whether of indemnity or otherwise, which have accrued prior to such termination or completion of removal of Licensee's Equipment, whichever is later, or which

arises out of an occurrence happening prior thereto, except to the extent arising from the negligence or willful misconduct of Licensor. For the avoidance of doubt, the obligation of Licensee to pay the Pole Fee as provided in Section 3 above for any individual location shall terminate on the following January 1st after the removal of Licensee's Equipment for such location. In the event Licensor engages in any street repair work that necessitates the removal of a County Streetlight, Licensor agrees that Licensee may install new Equipment on any replacement County Streetlights in accordance with all requirements of this Agreement.

Except as specifically set forth herein, Licensor and Licensee agree that neither Party shall terminate this Agreement in the event of an alleged breach nor default hereunder before the defaulting Party has been given notice of and a reasonable time and opportunity to cure any such breach or default. For purposes of the foregoing, a reasonable time to cure any breach or default shall be deemed to be thirty (30) calendar days after receipt of a written notice.

33. TERMINATION FOR PUBLIC NECESSITY

Licensor may for consideration of the public health, safety, welfare, or service, including, without limitation, safety, reliability, security, or engineering reasons, terminate or otherwise modify the scope of the non-exclusive license granted by this Agreement with respect to any individual locations, upon thirty (30) calendar days prior written notice. In the event that Licensor shall terminate Licensee's right to use a certain County streetlight, Licensee must remove Equipment pursuant to Section 12. Licensor will use reasonable efforts to find an alternate County Streetlight for Licensee to relocate Licensee's Equipment in compliance with Section 2 above.

34. MERGER AND MODIFICATION

All prior agreements between the Parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the Parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The Parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved and signed by all the Parties.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by ROWLAND WATER DISTRICT on _____, 2025, and the COUNTY OF LOS ANGELES on _____, 2025.

COUNTY OF LOS ANGELES

By _____
MARK PESTRELLA
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
Deputy

By 
TOM COLEMAN
General Manager

APPROVED AS TO FORM:

By 
JOSEPH BYRNE
Legal Counsel

October 8

EXHIBIT A
LIST OF PROPOSED EQUIPMENT
ALLEGRO WIRELESS REPEATER ON COUNTY STREETLIGHTS

Structure Pole #		Location/GPS Coordinates		Site ID and Address	Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level	Annual Fee (per pole)
		LAT	LONG								
Existing	18717	34.011051	-117.899766	18475 Altario St. La Puente	20 Feet	7.87" x 5.91" x 2.36"	3.31 lbs.	450-470MHz	450-470MHz	34dBm	\$270
New											
Existing	27349	34.008452	-117.890697	18854 E. Northam St. La Puente	20 Feet	7.87" x 5.91" x 2.36"	3.31 lbs.	450-470MHz	450-470MHz	34dBm	\$270
New											
Existing	27387	34.009814	-117.907977	18075 Jeannie Dr. La Puente	20 Feet	7.87" x 5.91" x 2.36"	3.31 lbs.	450-470MHz	450-470MHz	34dBm	\$270
New											
Existing	13487	33.991070	-117.907551	1503 Valcarlos Ave La Puente	20 Feet	7.87" x 5.91" x 2.36"	3.31 lbs.	450-470MHz	450-470MHz	34dBm	\$270
New											
Existing											
New											
Existing											
New											
Existing											
New											
Existing											
New											
Notes: All repeaters to be powered by attached solar panel.											

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/25/2025	
BOARD MEETING DATE	7/15/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Paratransit Program Funding for Fiscal Year 2025-26	
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 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	No urgency	
COST & FUNDING	Total cost: \$3,803,700	Funding source: Transit Operations Fund (CP6 – Services & Supplies) FY 2025-26 Budget
	TERMS (if applicable): N/A	
	Explanation: The estimated costs for the continuation of paratransit services, including ten ongoing agreements and two new agreements to replace agreements that will be expiring, is \$3,803,700 for Fiscal Year (FY) 2025-26. Sufficient funding is available in each Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund FY 2025-26 Budget.	
PURPOSE OF REQUEST	Public Works is seeking Board approval for negotiating, funding, and executing agreements and amendments with the cities and nonprofit transit providers, as needed, for the continuation of current paratransit services for residents of the unincorporated County communities for FY 2025-26.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> Since FY 1983-84 the County has participated in joint paratransit services with cities and other governmental agencies to provide transit services to unincorporated County communities. The County also contracts with private (for profit or nonprofit) service providers for larger service areas to meet the transit needs of the community. The Board has annually approved funding for the County's jurisdictional share of paratransit services since FY 1983-84. 	

	<ul style="list-style-type: none"> Public Works has evaluated the need for continuing the paratransit program and finds that these services provide essential transportation options for seniors and people with disabilities in the unincorporated County areas.
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority 7, Sustainability by supporting multimodal transportation investments that improve safety and mobility, reduce traffic congestion, and reduce greenhouse gas emissions.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE

REFER TO FILE:

TPP-5

July 15, 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:

**TRANSPORTATION CORE SERVICE AREA
COUNTY PARATRANSIT PROGRAM
FUNDING FOR FISCAL YEAR 2025-26
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval for funding of the Paratransit Program for Fiscal Year 2025-26 and to authorize Public Works to negotiate and execute agreements to provide paratransit services for eligible patrons in the unincorporated County communities.

IT IS RECOMMENDED THAT THE BOARD:

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. Approve the continuation of paratransit services for eligible patrons in the unincorporated County communities for Fiscal Year 2025-26 at an estimated cost of \$3,803,700.
3. Authorize the Director of Public Works or his designee to negotiate and execute two agreements for the Los Angeles County's share of the following paratransit services: La Crescenta/Montrose Paratransit Service provided by the

City of Glendale for a maximum contract amount of \$220,000 for a 2-year term and the Mid-San Gabriel Paratransit Service provided by the City of Monrovia for a maximum contract amount of \$900,000 for a 4-year term.

4. Authorize the Director of Public Works or his designee to increase the amount of compensation for the paratransit services agreements up to an additional 10 percent of the annual maximum sum for unforeseen additional work within the scope of the agreements, if required.
5. Authorize the Director of Public Works or his designee to approve and execute amendments to the paratransit services agreements to incorporate necessary changes within the scope of work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the Los Angeles County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve funding and authorize agreements necessary for the continuation of the County's Paratransit Program. Eligible patrons throughout the unincorporated County communities will benefit from these paratransit services.

Paratransit refers to dial-a-ride. The dial-a-ride is a curb-to-curb demand response transit service typically available to elderly and persons with disabilities, but in some areas, it may also be available to the general public.

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the continuation of paratransit services for eligible patrons of the unincorporated County communities for all Supervisorial Districts with an estimated cost of \$3,803,700 for Fiscal Year (FY) 2025-26. This includes ten ongoing agreements and two new agreements to replace agreements that will be expiring.

Implementation of Strategic Plan Goals

Recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by supporting multimodal transportation investments that improve safety and mobility, reduce traffic congestion, and reduce greenhouse gas emissions.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of FY 2025-26 program is estimated to be \$3,803,700, plus 10 percent of the annual agreement sum for unforeseen, additional work within the scope of the agreement. The only costs authorized by this action are FY 2025-26 program costs incurred under these agreements.

Sufficient funding is available in each Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund (CP6 – Services & Supplies) FY 2025-26 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 4, 1983, the Board directed that funds for paratransit services should be provided from each Supervisorial District's allocation of the County's Proposition A Local Return Transit Program at the discretion of each supervisor. In FY 1983-84 and in subsequent FYs, the Board annually approved paratransit services providing transportation opportunities for eligible patrons in the unincorporated County communities.

The two new agreements are for the following paratransit services: La Crescenta/Montrose Paratransit Service provided by the City of Glendale for a maximum contract amount of \$220,000 for a 2-year term and the Mid-San Gabriel Paratransit Service provided by the City of Monrovia for a maximum contract amount of \$900,000 for a 4-year term. The FY 2025-26 cost for the two new agreements is \$335,000. Ten additional paratransit services will continue to operate for a cost of \$3,468,700. These Paratransit services with existing agreements include: Agoura Hills, Alondra Park/Del Aire; Azusa/Glendora; East Los Angeles; East San Gabriel/Altadena; Ladera Heights/Windsor Hills; Rancho Research Institute, Whittier et al., and Willowbrook et al.

The enclosed list provides the details of the services and each Supervisorial District's FY 2025-26 budget amounts.

The paratransit services for eligible patrons of the unincorporated County communities are provided primarily through participation in joint paratransit services with cities and other governmental agencies adjacent to unincorporated County communities and through contracts the County enters into with private (for profit or nonprofit) transportation service providers.

Participation in joint paratransit services benefits the County by lowering service costs due to economies of scale, improving service to residents as a result of service coordination, and qualifying for subsidies provided through grants when available from the Metro Proposition A Discretionary Incentive Grant Program. The Proposition A Discretionary Incentive Grant Program provides financial assistance to agencies that coordinate paratransit services across jurisdictional boundaries.

The County's share of the cost of the service is normally proportionately based on the number of unincorporated County communities who use the service, or the miles, or hours operated in unincorporated County communities.

The two new agreements will be approved as to form by County Counsel prior to execution.

The program contains agreements for multiple-year terms.

Each new or current agreement includes a 30-day, no-fault clause for termination.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The institution or increase of passenger services on highway rights of way already in use is exempt from CEQA pursuant to Section 21080(b)(10) of the California Public Resources Code.

CONTRACTING PROCESS

Cities and other governmental agencies that partner with the County and contract with private transportation service providers use a competitive selection and procurement process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action provides for continuation of the current services. The approval of this action will not result in the displacement of any County employees.

The Honorable Board of Supervisors
July 15, 2025
Page 5

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MER:yr

Enclosure

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

**ALL SUPERVISORIAL DISTRICTS
PARATRANSIT SERVICES
FISCAL YEAR 2025-26**

SERVICE AGREEMENTS (NEWLY NEGOTIATED)	PROVIDER	TERM	TOTAL	AGREEMENT EXPIRATION	2025-26 BUDGET AMOUNT ¹					
					FIRST	SECOND	THIRD	FOURTH	FIFTH	TOTAL
La Crescenta/Montrose	City of Glendale ³	2-year	\$220,000	06/30/25					\$110,000	\$110,000
Mid-San Gabriel	City of Monrovia ³	4-year	\$900,000	06/30/25					\$225,000	\$225,000
				SUBTOTAL	\$0	\$0	\$0	\$0	\$335,000	\$335,000
SERVICE AGREEMENTS (EXECUTED IN PRIOR YEARS)	PROVIDER	MULTIPLE-YEAR AGREEMENT ²		AGREEMENT EXPIRATION	2025-26 BUDGET AMOUNT ¹					
		TERMS	TOTAL		FIRST	SECOND	THIRD	FOURTH	FIFTH	TOTAL
Agoura Hills	City of Agoura Hills ³	3-year	\$360,000	06/30/26			\$120,000			\$120,000
Alondra Park/Del Aire	City of Gardena ³	2-year	\$170,000	06/30/26		\$85,000				\$85,000
Azusa/Glendora	City of Azusa ³	4-year	\$568,000	06/30/28	\$128,000				\$14,000	\$142,000
East Los Angeles	Empire Transportation ⁴	6 months + 5 (1-year) options	\$3,580,877	06/30/28	\$653,000					\$653,000
East San Gabriel/Altadena	City of Pasadena ³	3-year	\$930,000	06/30/27					\$310,000	\$310,000
Ladera Heights/Windsor Hills	City of Culver City ³	3-year	\$54,000	06/30/26		\$18,000				\$18,000
Los Angeles City Islands	City of Los Angeles' Cityride ³	3-year	\$753,000	06/30/27		\$195,800	\$47,700		\$7,500	\$251,000
Rancho Research Institute	Rancho Research Institute ³	2-year	\$754,000	06/30/26	\$79,200	\$147,000	\$15,100	\$120,600	\$15,100	\$377,000
Whittier, et al.	Empire Transportation ⁴	6 months + 5 (1-year) options	\$6,062,093	06/30/28	\$763,000			\$309,700	\$33,000	\$1,105,700
Willowbrook, et al.	MV Transportation, Inc. ⁴	6 months + 5 (1-year) options	\$2,200,781	06/30/28		\$370,000		\$37,000		\$407,000
				SUBTOTAL	\$1,623,200	\$815,800	\$182,800	\$467,300	\$379,600	\$3,468,700
				GRAND TOTAL	\$1,623,200	\$815,800	\$182,800	\$467,300	\$714,600	\$3,803,700

NOTE: (1) This action only approves the Fiscal Year 2025-26 budget amounts
(2) For information only
(3) City, Joint Powers Authority, or Governmental Agency
(4) Private Transit Service Provider

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/25/2025	
BOARD MEETING DATE	7/15/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Dash Boyle Heights/East Los Angeles Transit Service	
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, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$3,600,000	Funding source: Sufficient appropriation is included in the First Supervisorial Districts' Proposition A Local Return Transit Program in the Transit Operations Fund (CP6 – Services and Supplies) Fiscal Year 2025-26 Budget. Funds to finance the operating costs for Fiscal Years 2026-27 and 2027-28 will be requested through the annual budget process.
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval authorizing the Director of Public Works or his designee to execute a funding agreement with the City of Los Angeles for the DASH Boyle Heights/East Los Angeles Transit Service in the unincorporated community of East Los Angeles.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended actions will provide for the continuation of public transit services for the residents in the unincorporated community of East Los Angeles. The service operates 7 days a week. The service has been administered by the City since March 2007.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: This agreement will continue to provide public transit services to the disadvantage community and persons with limited	

	access to transportation in the unincorporated community of East Los Angeles in the First Supervisorial District.
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: Sustainability by maintaining public transit service and making a more livable community.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, <u>sburger@pw.lacounty.gov</u>



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

July 15, 2025

IN REPLY PLEASE

REFER TO FILE: **TPP-5**

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
FUNDING AGREEMENT
FOR THE DASH BOYLE HEIGHTS/EAST LOS ANGELES TRANSIT SERVICE
WITH THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to authorize the Director of Public Works or his designee to execute a funding agreement with the City of Los Angeles for the DASH Boyle Heights/East Los Angeles Transit Service in the unincorporated County community of East Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

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. Authorize the Director of Public Works or his designee to negotiate and execute a 3-year funding agreement with the City of Los Angeles for the City's DASH Boyle Heights/East Los Angeles Transit Service for a total amount of \$3,600,000.
3. Authorize the Director of Public Works or his designee to approve and execute amendments to incorporate necessary changes within the scope of work, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to continue the operation of the DASH Boyle Heights/East Los Angeles (ELA) Transit Service in the unincorporated community of ELA. The County has cooperatively funded the service with the City of Los Angeles since March 2007.

In March 2007 Metro discontinued the Metro Line 255 that provided a direct connection between the ELA Doctor's Hospital and the County-University of Southern California Medical Center. The City extended the existing DASH Boyle Heights route to Whittier Boulevard in ELA to replace the cancelled line. The extended service benefits ELA residents by enabling them to reach community destinations by providing connections to regional transit lines and the County's El Sol Shuttle Service.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health; and Focus Area Goal E, Economic Health, Strategy iv, Disadvantaged Communities by providing service via low-emission vehicles and by providing specialized transit services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total estimated cost of the service from July 1, 2025, through June 30, 2028, is \$9,586,000. Approximately \$2,386,000 will be offset by Formula Allocation Procedure funds. The City is eligible to receive Formula Allocation Procedure funds, including State Transportation Assistance, Transportation Development Act, Federal Section 5307, and Proposition A funds provided by Metro and intends to use these funds to finance their share of 50 percent of the remaining \$7,200,000. The County's 50 percent share is \$3,600,000.

Sufficient appropriation is included in the First Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund (Fund CP6 – Services and Supplies Appropriation) Fiscal Year 2025-26 Budget. Funds to finance the operating costs for Fiscal Years 2026-27 and 2027-28 will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 13, 2007, the Board authorized Public Works to execute a financial agreement with the City to extend the DASH Boyle Heights route to Whittier Boulevard in ELA to replace service from Metro Line No. 255 that was discontinued. The Board also authorized Public Works to contribute annually to the City to finance the County's share of the operating costs for the expanded service into ELA. Based on route mileage within each jurisdiction, the County's share is 50 percent of the net operating cost.

The enclosed draft funding agreement (Enclosure A) will be approved as to form by County Counsel prior to execution by the Director.

The City's Department of Transportation operates the transit service 7 days a week, excluding major holidays. The fare is 50 cents per trip and 25 cents for seniors, Medicare patrons, and persons with disabilities. Cityride participants and children 4 years or younger (with paying adult) ride for free (Exhibit A).

Upon approval, Public Works will notify the City of our intent to continue contributing toward the operating costs for the service.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from the California Environmental Quality Act. Execution of the draft funding agreement for DASH Boyle to continue operation of the DASH Boyle Heights/ELA Transit Service increases passenger or commuter transit services on highway rights of way already in use and is therefore exempt from the California Environmental Quality Act pursuant to Section 21080(b)(10) of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will allow the County to continue to participate with the City to finance the operation of the service in the unincorporated community of ELA.

The Honorable Board of Supervisors
July 15, 2025
Page 4

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MER:yr

Enclosures

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

FUNDING AGREEMENT FOR
DASH BOYLE HEIGHTS/EAST LOS ANGELES
TRANSIT SERVICE

This Funding Agreement (hereinafter referred to as AGREEMENT) is made and entered into by and between the CITY OF LOS ANGELES, (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, CITY and COUNTY agree that it is in the public interest to provide affordable fixed route transit service to residents of the unincorporated portion of the COUNTY known as East Los Angeles as first proposed in the 1997 CITY/COUNTY/Los Angeles County Metropolitan Transportation Authority (LACMTA) report entitled Central/East/Northeast Los Angeles Bus Transit Service Restructuring Study; and

WHEREAS, the CITY provides such service by extending its DASH Boyle Heights/East Los Angeles transit service from the intersection of Rowan Avenue at Cesar Chavez Avenue to the intersection of Rowan Avenue at Whittier Boulevard, via Rowan Avenue (hereinafter referred to as Service); and

WHEREAS, because approximately fifty percent (50%) of the expanded DASH Boyle Heights/East Los Angeles service is within the unincorporated COUNTY area of East Los Angeles, COUNTY is willing to finance fifty percent (50%) of the operating cost of Service; and

WHEREAS, because LACMTA cancelled its duplicative Line 255 service, CITY receives regional formula allocation program funds for Service, which will reduce the amount of net operating funds that will have to be paid by CITY and COUNTY.

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

1. CITY'S RESPONSIBILITIES:

- A. CITY shall provide the Service as described in the DASH Boyle Heights/East Los Angeles Brochure (Exhibit A).
- B. CITY shall provide contract administration, contractor monitoring of Service, and pay their contractor for providing Service.
- C. CITY shall not perform or accept work requests from COUNTY that will cause the Maximum Funding Amount, as defined below, to be exceeded.

- D. CITY understands and agrees that only the designated COUNTY Contract Manager is authorized to request or order work under this AGREEMENT. CITY acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in CITY earning an aggregate compensation in excess of the Maximum Funding Amount.
- E. CITY shall invoice COUNTY pursuant to the following provisions:
1. CITY will invoice COUNTY within ninety (90) days of the end of each month for the Service. Subject to acceptance and approval of COUNTY'S Director of Public Works or his designee (hereinafter referred to as DIRECTOR), the payment will normally be made within thirty (30) days of approval. CITY'S failure to submit required documentation and/or information will delay payment of invoice until such time documentation is received and approved by COUNTY. COUNTY will make payment to CITY within thirty (30) days of receipt of a properly completed invoice.
 2. The invoices shall be submitted to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508
- F. CITY shall prepare and submit to the DIRECTOR a monthly report showing CITY'S actual operating costs, fuel costs, formula allocation funds received, fare box revenue received, and documentation showing the revenue hours, revenue miles, and passenger counts for the Service, during the term of this AGREEMENT.
- G. CITY shall comply and ensure their contractor complies with all applicable Federal; State; and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
- H. AUDIT PROVISIONS
1. COUNTY may inspect and audit CITY records pertaining to the Service at any reasonable time upon request to CITY'S Chief Executive Officer or his/her designee. Processing and records responsibilities shall be as follows:
 - a. The Service records will be maintained by CITY for a period of five (5) years after the term of the AGREEMENT.

- b. The Service records will be available for audit by authorized COUNTY representatives for a period of five (5) years commencing at the end of the AGREEMENT.
- 2. If at any time during the term of this AGREEMENT, or at any time within five (5) years after the expiration or termination of this AGREEMENT, authorized representatives of COUNTY, or of any other agency funding this AGREEMENT, conduct an audit of CITY regarding the Service provided to COUNTY per terms of this AGREEMENT, and if such audit finds that COUNTY'S dollar liability for such services is less than payments made by COUNTY to CITY, then CITY agrees that the difference shall be either:
 - a. Repaid forthwith by CITY to COUNTY by cash payment, or
 - b. At DIRECTOR'S option, credited against any future payments hereunder due to CITY. If such audit finds that COUNTY'S dollar liability for Service provided hereunder is more than payments made by COUNTY to CITY, then the difference shall be paid to CITY by COUNTY by cash payment, provided that in no event shall the Maximum Funding Amount be exceeded.

I. INDEMINIFICATION AND INSURANCE

- 1. INDEMNIFICATION. CITY shall indemnify, defend, and hold harmless COUNTY, its elected and appointed officers, agents, and employees from and against any and all liability, expense of any nature whatsoever (including attorney and expert witness fees), and claims for damages of any nature whatsoever, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial arising from or connected with any alleged act or omission of CITY, or its contractor(s), performing Service, including, but not limited to maintenance of equipment or operation of Service, including any workers' compensation suits, liability, or expense. By agreeing to the above indemnity provision, CITY expressly waives application of Government Code Section 895.2, which provides for joint and several liability of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. If CITY provides Service through a contractor, CITY shall include in its contract with any contractor(s) providing Service under this AGREEMENT a provision whereby the contractor(s) agrees to indemnify, defend, and hold

harmless COUNTY and its Board of Supervisors, elected and appointed officers, employees, and agents on the same basis the contractor(s) indemnifies, defends, and holds harmless CITY. CITY shall not be obligated to indemnify COUNTY for the active negligence of the COUNTY.

2. INSURANCE. Both parties agree to maintain a self-insurance fund of at least Five Million and 00/100 Dollars (\$5,000,000.00) in a separate reserve account to be used only for self-insurance purposes.

2. COUNTY'S RESPONSIBILITIES:

- A. COUNTY shall pay 50 percent of the operating and fuel costs of Service, less the formula allocation process funds received from LACMTA and farebox subject to the following limitations:
 1. COUNTY'S maximum funding obligation for the period from July 1, 2025, through June 30, 2028, shall be Three Million Six Hundred Thousand and 00/100 Dollars (\$3,600,000.00).
- B. COUNTY shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, agents, and employees from and against any and all liability, expense of any nature whatsoever (including attorney and expert witness fees), and claims for damages of any nature whatsoever, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial arising from or connected with any alleged act or omission of CITY, or its contractor(s), performing Service, including, but not limited to maintenance of equipment or operation of Service, including any workers' compensation suits, liability, or expense. By agreeing to the above indemnity provision, COUNTY expressly waives application of Government Code Section 895.2, which provides for joint and several liability of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. COUNTY shall not be obligated to indemnify CITY for the active negligence of the CITY.
- C. COUNTY'S Contract Manager will be Lisa Chen of the County of Los Angeles Department of Public Works, Transportation Planning and Programs Division, who may be contacted at (626) 458-5935, or e-mail at lichen@pw.lacounty.gov, Monday through Thursday, 7:15 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the CITY. From time to time, COUNTY may change Contract Manager. CITY will be notified in writing when there is a change in Contract Manager.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- A. The term of this AGREEMENT is from July 1, 2025, through June 30, 2028.
- B. Either party may terminate this AGREEMENT by giving thirty (30) calendar days prior written notice thereof to the other party. If this AGREEMENT is terminated prior to June 30, 2028, CITY shall calculate and report the operating and fuel costs that it has not already invoiced, as specified herein, less formula allocation process funds, farebox and reimbursements specified in this AGREEMENT and invoice COUNTY accordingly, as provided herein. CITY shall credit to COUNTY any unused portion of the Operations and Administration costs previously paid by COUNTY.

C. CORRESPONDENCE

1. All correspondence and notices to the CITY shall be directed to:
- Ms. Janna Smith, Head of Transit Operations
City of Los Angeles
Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, CA 90012
2. All correspondence to COUNTY, except invoices, shall be directed to:
- Mr. John Huang, Transit Manager
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- D. This AGREEMENT may be amended from time to time. Any such amendment must be made in writing and executed by the authorized signatories of the parties to this AGREEMENT.
- E. This AGREEMENT, together with Exhibit A-DASH Boyle Heights/East Los Angeles Brochure, all attached hereto, are agreed by the COUNTY and the CITY to constitute the entire AGREEMENT between the COUNTY and the CITY with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LOS ANGELES on _____, 2025, and by the DIRECTOR OF PUBLIC WORKS on _____, 2025, pursuant to delegated authority by the COUNTY OF LOS ANGELES Board of Supervisors on _____, 2025, Item ____.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CITY OF LOS ANGELES
Department of Transportation

MICHAEL N. FEUER
Los Angeles City Attorney

By _____
Laura Cornejo
General Manager
Department of Transportation

By _____
Michael Nagle
Deputy City Attorney

Date: _____

ATTEST:

City Clerk
City of Los Angeles

Date: _____

Council File Number: _____

DASH

BOYLE HEIGHTS/EAST LA

EFFECTIVE JUNE, 2024
A PATIR DEL JUNIO, 2024

SOUTHBOUND / RUMBO AL SUR					
	LEAVES/SALE MARENGO & MISSION A	WABASH & EVERGREEN B	ROWAN & DOZIER C	METRO GOLD LINE D	ARRIVES/LLEGA HERBERT & WHITTIER E
MONDAY-FRIDAY/LUNES-VIERNES					
FIRST BUS / PRIMER AUTOBÚS	6:05AM	6:14	6:23	6:31	6:38
15	then every 15 minutes until /después cada 15 minutos hasta				
LAST BUS / ÚLTIMO AUTOBÚS	7:05PM	7:14	7:23	7:31	7:38
SATURDAY & SUNDAY/SÁBADO Y DOMINGO					
FIRST BUS / PRIMER AUTOBÚS	9:00AM	9:09	9:16	9:24	9:35
20	then every 20 minutes until /después cada 20 minutos hasta				
LAST BUS / ÚLTIMO AUTOBÚS	6:00PM	6:09	6:16	6:24	6:35

NORTHBOUND / RUMBO AL NORTE					
	LEAVES/SALE HERBERT & WHITTIER E	METRO GOLD LINE D	ROWAN & DOZIER C	WABASH & EVERGREEN B	ARRIVES/LLEGA ZONAL & MISSION A
MONDAY-FRIDAY/LUNES-VIERNES					
FIRST BUS / PRIMER AUTOBÚS	6:00AM	6:09	6:16	6:25	6:37
15	then every 15 minutes until /después cada 15 minutos hasta				
LAST BUS / ÚLTIMO AUTOBÚS	7:00PM	7:09	7:16	7:25	7:37
SATURDAY & SUNDAY/SÁBADO Y DOMINGO					
FIRST BUS / PRIMER AUTOBÚS	9:15AM	9:24	9:31	9:38	9:50
20	then every 20 minutes until /después cada 20 minutos hasta				
LAST BUS / ÚLTIMO AUTOBÚS	5:45PM	5:54	6:01	6:08	6:20

Note: Schedules are subject to traffic, weather, and other conditions. Please be patient as these conditions are out of the control of the driver and LADOT. Also, remember to allow sufficient time to make transfers to other services.

Nota: Los horarios están sujetos al tráfico, el clima, y a otras condiciones. Favor de ser paciente porque dichas condiciones están fuera del control del conductor y de LADOT. Recuerde el darse suficiente tiempo para hacer transbordos a otros servicios.



City of Los Angeles
Department of Transportation

(213, 310, 323 or/o 818) 808-2273
www.ladottransit.com



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/25/2025		
BOARD MEETING DATE	7/15/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Palos Verdes Peninsula Transit Authority Services		
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 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	No urgency		
COST & FUNDING	Total cost: \$1,224,600	Funding source: Transit Operations Fund (CP6 – Services and Supplies) Fiscal Year 2025-26 Budget	
	TERMS (if applicable): Fiscal Years 2025-26, 2026-27, and 2027-28		
	Explanation: Funding is for three fiscal years, estimated funding for each fiscal year is \$408,200.		
PURPOSE OF REQUEST	Approval of the recommended actions continues funding for the Palos Verdes Peninsula Transit Authority Services and authorizes the Director of Public Works to execute an agreement with the Palos Verdes Peninsula Transit Authority.		
BACKGROUND (include internal/external issues that may exist including any related motions)	N/A		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority 7, Sustainability by supporting multimodal transportation investments that improve safety and mobility, reduce traffic congestion, and reduce greenhouse gas emissions.		

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov
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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

July 15, 2025

IN REPLY PLEASE

REFER TO FILE:

TPP-5

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
PALOS VERDES PENINSULA TRANSIT AUTHORITY SERVICES
FOR FISCAL YEARS 2025-26, 2026-27, AND 2027-28
UNINCORPORATED COUNTY COMMUNITY ON THE
PALOS VERDES PENINSULA
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval for the continuation of funding for public transit services for the unincorporated County community of Palos Verdes Peninsula for Fiscal Years 2025-26, 2026-27, and 2027-28 and to authorize the Director of Public Works or his designee to negotiate and execute an agreement with the Palos Verdes Peninsula Transit Authority to provide the services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve funding for the continuation of public transit services by the Palos Verdes Peninsula Transit Authority for residents of the unincorporated County community of Palos Verdes Peninsula for Fiscal Years 2025-26, 2026-27, and 2027-28 for an annual estimated payment by the County of \$408,200 for the County's share of the cost of services for an estimated payment of \$1,224,600 for three fiscal years.

3. Authorize the Director of Public Works or his designee to negotiate and execute an agreement with the Palos Verdes Peninsula Transit Authority for public transit services for Fiscal Years 2025-26, 2026-27, and 2027-28, and to approve and execute amendments to incorporate necessary changes to terms or conditions included in the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to provide funding for the continuation of fixed-route and paratransit services provided by the Palos Verdes Peninsula Transit Authority (PVPTA) for the unincorporated County community for Fiscal Years (FY) 2025-26, 2026-27, and 2027-28. The PVPTA provides transit services that improve mobility for all residents in the Palos Verdes Peninsula.

Implementation of Strategic Plan Goals

Recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by supporting multimodal transportation investments that improve safety and mobility, reduce traffic congestion, and reduce greenhouse gas emissions.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated cost to provide the public transit services is \$1,224,600, with \$408,200 each, for FY 2025-26, 2026-27, and 2027-28. The annual budget includes the County's jurisdictional share of the cost of the paratransit service at approximately \$7,700 and the County's jurisdictional share of the cost of the fixed-route service at approximately \$24,500. The County will also contribute an additional fixed sum of \$376,000 toward the cost of the fixed-route service each fiscal year.

Funding for this service is included in the Fourth Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund (CP6 – Services and Supplies) FY 2025-26 Budget. Funding for FYs 2026-27, and 2027-28 will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The PVPTA is a Joint Powers Authority established on September 11, 1992, that includes members from the Cities of Rancho Palos Verdes, Rolling Hills Estates, and Palos Verdes Estates.

Beginning FY 1995-96, the Board has annually approved financing for the County's jurisdictional share of the cost of the PVPTA services that is approximately \$32,200. The County has also provided an annual contribution of \$376,000 for fixed-route service in addition to the County's jurisdictional share of the cost of the fixed-route and paratransit services.

The PVPTA contracts for service through a competitive process.

The agreement will be approved as to form by County Counsel prior to execution.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from the California Environmental Quality Act. The continuation of transit passenger services with cities and other government agencies is an institution or increase of passenger services on highway rights of way already in use and exempt from the California Environmental Quality Act pursuant to Section 21080 (b)(10) of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These actions provide for the continuation of current services. The approval of these actions will not result in the displacement of any County employees.

The Honorable Board of Supervisors
July 15, 2025
Page 4

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MER:yr

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

P:\TPPPUB\TRANSIT\PARATRANSIT\PVPTA\2025-28\PVPTA-BL.DOC

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/25/2025		
BOARD MEETING DATE	7/15/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Los Angeles County Waterworks District No. 29, Malibu, Approval of Two Memorandums of Understanding for the Drought Resiliency Water Conservation Program		
PROGRAM	Drought Resiliency Water Conservation 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 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	None		
COST & FUNDING	Total cost: \$1,332,376 (\$177,745 Waterworks Districts' portion)		Funding source: Los Angeles County Waterworks District No. 29, Malibu, General Fund (\$177,745)
	TERMS (if applicable): Agreement requires all work to be completed by December 31, 2027.		
	Explanation: The delegated authority shall be effective until completion of the grant.		
PURPOSE OF REQUEST	Public Works is seeking approval for Los Angeles County Waterworks District No. 29, Malibu (Waterworks District 29) to enter into an agreement with Las Virgenes Municipal Water District and West Basin Municipal Water District to implement the Drought Resiliency Water Conservation Program in a three-way Memorandum of Understanding, and for Waterworks District 29 to enter into an agreement with West Basin Municipal Water District in a two-way Memorandum of Understanding to reimburse West Basin Municipal Water District for the grant application fee.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The California Department of Water Resources awarded \$20.34 million in Proposition 1, Round 2 grant funds to the Los Angeles County Flood Control District on May 17, 2023, which supports 17 projects under the Greater Los Angeles County Integrated Regional Water Management Program. Among these projects is the Drought Resiliency Water Conservation Program, in which Waterworks District 29 will provide the following services and performance: \$120,000 for turf removal rebates; \$3,000 of in-kind administrative hours; \$10,000 of in-kind marketing, graphic design, or promotional work; \$37,000 in water audit resources;		

	<p>\$5,670 in grant administration; and \$1,575 for the grant application fee for a total of \$177,745. In addition, Waterworks District 29 will hire a licensed contractor to purchase and install 300 qualifying smart sprinkler controllers. Waterworks District 29 will be reimbursed a total of \$126,000 from Proposition 1, Round 2 Grant Funds, of which \$36,000 is for the purchase of the smart controllers and \$90,000 is for the installation of the smart controllers.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how: The Memorandums of Understanding ensure that resources and benefits are distributed fairly. It helps ensure that all residents have equal opportunities to participate in and benefit from water conservation initiatives, such as rebates, education, and access to water-saving efforts.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. Entering into an agreement with Las Virgenes Municipal Water District and West Basin Municipal Water District will enable education and outreach efforts, fostering a community-focused water conservation program.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Adam Ariki, Deputy Director, (626) 458-4012, cell (626) 476-6703, aariki@pw.lacounty.gov</p>



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

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

July 15, 2025

IN REPLY PLEASE
REFER TO FILE: **WW-1**

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU
APPROVAL OF TWO MEMORANDUMS OF UNDERSTANDING FOR THE
DROUGHT RESILIENCY WATER CONSERVATION PROJECT
(SUPERVISORIAL DISTRICTS 2 AND 3)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to authorize the Los Angeles County Waterworks District No. 29, Malibu, to execute two agreements for implementation of the Drought Resiliency Water Conservation Project, (1) a Memorandum of Understanding with Las Virgenes Municipal Water District and West Basin Municipal Water District and (2) a Memorandum of Understanding with West Basin Municipal Water District.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve the (1) Memorandum of Understanding with the Los Angeles County Waterworks District No. 29, Malibu; Las Virgenes Municipal Water District; and the West Basin Municipal Water District; and the (2) Memorandum of Understanding between the Los Angeles County Waterworks District No. 29, Malibu; and the West Basin Municipal Water District regarding the Drought Resiliency Water Conservation Project.

3. Delegate authority to the Director of Public Works or his designee to negotiate, execute, amend, and carry out the terms of each Memorandum of Understanding, subject to approval as to form by County Counsel.
4. Delegate authority to the Director of Public Works or his designee to negotiate, execute, and amend any additional agreements or contracts, subject to approval as to form by County Counsel, and take any other actions consistent with, and/or necessary for the implementation of the Drought Resiliency Water Conservation Project.
5. Delegate authority to the Director of Public Works or his designee to accept the pass through of Department of Water Resources Integrated Regional Water Management Proposition 1, Round 2 Grant Funds to be routed from the Los Angeles County Flood Control District (Grantee) to the Local Project Sponsor (Las Virgenes Municipal Water District) then to the Los Angeles County Waterworks District No. 29, Malibu, as reimbursement for eligible expenses related to the Drought Resiliency Water Conservation Project. The amount for reimbursement is not to exceed \$126,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to seek approval and execution of the two enclosed Memorandums of Understanding (MOU) to support the Drought Resiliency Water Conservation Project (DRWC Project). This includes a (1) three-way MOU between Los Angeles County Waterworks District No. 29, Malibu (Waterworks District 29), Las Virgenes Municipal Water District (Las Virgenes), and West Basin Municipal Water District (West Basin) for project implementation; (2) a two-way MOU between Waterworks District 29 and West Basin for grant application fee reimbursement; and (3) acceptance of Proposition 1, Round 2, grant funds via Las Virgenes. Additionally, authority would be delegated to the Director of Public Works or his designee to negotiate, execute, and amend agreements, accept grant funds, and facilitate project implementation.

The DRWC Project is partially funded by Proposition 1, Round 2 grant funds under the California Department of Water Resources (DWR) Integrated Regional Water Management (IRWM) Grant Program.

The intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water.

The DWR released Proposition 1, Round 2 Proposal Solicitation Package and Guidelines on May 17, 2022. The Los Angeles County Flood Control District on behalf of the Greater Los Angeles County IRWM Region submitted its application on February 1, 2023, for \$20.34 million to partially fund 17 Greater Los Angeles County IRWM projects. On May 17, 2023, DWR awarded \$20.34 million in implementation grant funding to the Los Angeles County Flood Control District. Each IRWM project included in the application addresses climate change and contributes to regional water self-reliance. The Drought Resiliency Water Conservation Program is a project under DWR's Proposition 1, Round 2 agreement.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iii, Natural Resources, by conserving water to help maintain groundwater, rivers, lakes, and reservoirs to ensure long-term availability of water for communities, and helps maintain soil health by preventing over irrigation.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The total cost of the DRWC Project is estimated to be \$1,332,376 with the Waterworks District 29's share being \$120,000 for turf removal rebates in Waterworks District 29; \$3,000 of in-kind administrative hours; \$10,000 of in-kind marketing, graphic design, or promotional work; \$37,500 in water audit resources through the Waterworks District 29's vendor to this project; \$5,670 in grant administration; and \$1,575 for the grant application fee for a total of \$177,745. Funding is included in the Waterworks District 29's General Fund (N32 - Services and Supplies) Fiscal Year 2025-26 Budget. Waterworks District 29 will be reimbursed a total of \$126,000 from Proposition 1, Round 2 Grant Funds, of which \$36,000 is for the purchase of the smart sprinkler controllers and \$90,000 is for the installation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DRWC Project will promote and expand water conservation efforts within Waterworks District 29 through individualized assistance. Waterworks District 29 will incentivize a rebate for removal of turf and installation of a drought-tolerant landscape. Additionally, Waterworks District 29 will hire a consultant to purchase and install smart sprinkler controller(s).

The MOUs establishes the responsibilities for administration and cost-sharing for the DRWC Project. The three-way MOU provides for Las Virgenes to act as Local Project

Sponsor and for Las Virgenes, West Basin, and Waterworks District 29 to share the costs not covered by Proposition 1, Round 2 Grant. The MOUs will be substantially similar to the enclosed draft MOUs and will be approved as to form by County Counsel prior to execution by the Director of Public Works or his designee.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act because they are activities that are excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b)(5) of the California Environmental Quality Act Guidelines. The proposed actions are an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects.

CONCLUSION

Please return an adopted copy of this Board letter to Public Works, Waterworks Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:CH:jc

Enclosures

cc: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors

MEMORANDUM OF UNDERSTANDING BETWEEN
THE LAS VIRGENES MUNICIPAL WATER DISTRICT, WEST BASIN MUNICIPAL
WATER DISTRICT, AND LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29,
MALIBU REGARDING THE ADMINISTRATION AND COST SHARING
FOR THE DROUGHT RESILIENCY WATER CONSERVATION PROJECT
FUNDED BY A PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT
GRANT

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last Party's signature set forth below between the LAS VIRGENES MUNICIPAL WATER DISTRICT (LVMWD), and PARTICIPATING AGENCIES, West Basin Municipal Water District (WEST BASIN) and Los Angeles County Waterworks District No. 29, Malibu (WATERWORKS). Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

WITNESSETH

WHEREAS, in November 2014, the voters of California approved the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Prop 1), California Water Code (CWC) Division 26.7); and

WHEREAS, Proposition 1 authorized the Legislature to appropriate five hundred and ten million Dollars (\$510,000,000.00) for Integrated Regional Water Management (hereinafter referred to as "IRWM") projects (ecosystem, watershed protection and restoration, water supply infrastructure, surface and groundwater storage, and drinking water protection); and

WHEREAS, the intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water; and

WHEREAS, the California Department of Water Resources (hereinafter referred to as "DWR") issued the IRWM Implementation Grant Proposal Solicitation Package in May 2022 to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 1, Round 2 grants under the IRWM Grant Program; and

WHEREAS, the Greater Los Angeles County Region's IRWM Group, which includes the PARTIES, designated Los Angeles County Flood Control District ("LACFCD") as the regional entity to apply for grant funds on behalf of all proposed projects for the Region, through the IRWM process; and

WHEREAS, the implementation grant proposal for the Region included the PARTIES joint project called, the **Drought Resiliency Water Conservation Program** (hereinafter referred to as "DRWCP"); and

WHEREAS, DWR has indicated that it will award an implementation grant through Proposition 1, of up to Twenty Million, Three Hundred and Thirty-Five Thousand Dollars (\$20,335,000.00) to the LACFCD on behalf of the Region's Local Project Sponsors (hereinafter referred to as "LPS"); and

WHEREAS, the DRWCP has a total project cost of \$1,332,376 including \$630,000 of DWR grant funding and \$702,376 in matching funds from the PARTIES; and

WHEREAS, the PARTIES have agreed to the responsibilities listed in this Agreement and the costs, reimbursements, and in-kind contributions detailed in the Budget in Exhibit A, in order to achieve greater water conservation and water efficiency in the project area as described in the grant agreement with DWR and incorporated herein by reference; and

WHEREAS, the LVMWD agreed to be the LPS and assumes all responsibilities and liabilities for the DRWCP under a MOU with LACFCD. LVMWD will act as the entity that ensures invoices and required grant information, including reports, notices, and notifications are submitted to LACFCD and provides any documentation and information requested or required under the MOU between LACFCD and LVMWD or Grant Agreement 4600015405 with respect to the implementation of the DRWCP; and

WHEREAS, the PARTIES confirm the authority of LVMWD as the LPS to enter into the MOU between LACFCD and LVMWD on their behalf, and PARTIES agree to defend, indemnify and hold harmless LACFCD to the same extent the LPS provides to LACFCD as outlined in the MOU. Further, each PARTY participating in the DRWCP commits to the fulfillment of their respective obligations with respect to the DRWCP and Grant Agreement 4600015405; and

WHEREAS, the Parties have worked collaboratively to develop and agree upon the project Scope of Work and each PARTY'S task responsibilities.

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

- (1) Recitals: The recitals set forth above are fully incorporated as part of this MOU.
- (2) Purpose: The purpose of this MOU is to cooperatively fund and implement the DRWCP.
- (3) Voluntary: This MOU is voluntarily entered into for the purpose of funding and implementing the DRWCP.
- (4) Term: This MOU shall become effective on the last date of execution by a PARTY and shall remain in effect until:
 - a. DWR's agreement with the LACFCD expires; or

- b. When the PARTIES have each completed all responsibilities listed in this MOU and any amendments thereto; or
- c. When the water savings goals have been achieved.

For valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY LVMWD AND PARTIES THAT:

1. LVMWD shall act as the LPS for the Proposition 1, Round 2 Drought Resiliency Water Conservation Program, and shall, as an eligible recipient, enter into a sub-grant agreement (this MOU) with the PARTIES to implement the program and to oversee the Project Manager responsible for grant administration for this program.
2. PARTIES shall pay or cause to be paid and provide all required grant matching funds or in-kind matching services, as set forth in Exhibit A and B of this Grant Agreement.
3. LVMWD shall reimburse grant funds to PARTIES for work on DRWCP activities completed in compliance with the terms of the grant agreement, but only upon receipt of grant funds for that work from LACFCD, which will receive such funds from the State. It may take up to 12 months or potentially longer for the State to issue grant funds to LACFCD and from LACFCD to LVMWD after each request for reimbursement. LVMWD does not guarantee or warrant that it will reimburse PARTY until monies for approved reimbursement requests have been transmitted by the State to LACFCD and by LACFCD to LVMWD. LVMWD assumes no liability to any PARTY for any delays by the State in approval or transmittal of grant monies to LACFCD or for any delays by LACFCD in transmittal of grant monies to LVMWD. LVMWD will mail reimbursements to PARTIES within forty-five (45) calendar days upon receipt of grant funds from LACFCD.
4. LVMWD shall provide its share of its contribution and each PARTY agrees to provide its respective contribution to the DRWCP, as set forth in Exhibit A. LVMWD and each PARTY agree to jointly prepare quarterly reports and quarterly grant invoices in a timely manner as outlined in Grant Agreement 4600015405 under Sections 8 and 14, respectively.
5. Notwithstanding Paragraph 3, if a PARTY withdraws its participation in the DRWCP because funds are not available or become unavailable, the PARTY must notify LVMWD of its withdrawal in writing at least 30 days prior to the beginning of the applicable fiscal year. If a PARTY withdraws its participation in the Program pursuant to this subsection, additional costs will only be assessed to LVMWD or the remaining PARTIES if LVMWD or PARTIES request to issue more rebate dollars than is indicated in Exhibit A.
6. LVMWD shall submit invoices and reports in a timely manner to meet accounting, reporting, and other requirements outlined in Grant Agreement 4600015405. Each

PARTY shall submit invoices, data, and reports to the LPS in a timely manner to meet the Grant Agreement requirements.

7. All PARTIES agree to pay its respective portion to LACFCD for grant administrative costs, management, and project oversight efforts with respect to the IRWM, as outlined in the Memorandum of Understanding between LACFCD and LVMWD, under Section (2), Paragraph 8. These costs represent up to four and a half percent (4.5%), or not to exceed \$28,350.00, from the LPS's awarded grant amount of \$630,000. Respective administrative costs for each PARTY are outlined in Exhibit A of this Grant Agreement. The total program cost for each PARTY is based on the percentage of grant funds that are earmarked for reimbursement to each respective PARTY.

8. All PARTIES agree that the initial budget for the DRWCP including administrative fees and grant application fees is \$1,332,376. This budget may be adjusted in accordance with Grant Agreement 4600015405.

9. Upon completion of construction or performance of the DRWCP or termination of this MOU, LVMWD shall disburse to PARTIES any remaining sums of money in the account approved by the State for payment to PARTIES which have not already been disbursed by LVMWD to PARTIES.

(5) The LVMWD shall provide the services and performance as follows:

- a. Act as the LPS, or lead agency, and enter into an agreement with LACFCD to receive funding through the IRWM process.
- b. LVMWD staff is designated as the Program Manager per the MOU with LACFCD for the overall project and is responsible for complying with all terms, provisions and commitments contained in Grant Agreement 4600015405.
- c. Ensure the Project Manager submits invoices and other required information, including reports, notices, and notifications to LACFCD.
- d. Ensure that any documentation or information requested or required under this Agreement or the MOU between LACFCD and LVMWD is provided with respect to the implementation of the DRWCP.
- e. Receive and distribute reimbursements received from DWR/LACFCD to the PARTIES. LVMWD will seek reimbursements on behalf of the PARTIES for reimbursable amounts outlined in Exhibit A.
- f. Track \$10,000 of in-kind administrative hours and provide such information to the Program Manager in a format specified by LACFCD for reporting.
- g. LVMWD will provide a total of \$270,746 of in-kind cost-share value. Of this amount, \$142,146 of in-kind cost-share will be provided by LVMWD, and the

remaining amount of \$128,600 will also be provided by LVMWD, through its Member Agency Administered Program (MAAP) funding agreement with the Metropolitan Water District (MWD). LVMWD will track and submit customer participation activity reports for both LVMWD and MWD and provide copies of its contractor invoices for their in-kind cost-share contribution.

- h. As part of the in-kind cost-share, LVMWD will utilize \$2 per square foot (ft²) from MWD's SoCalWaterSmart Turf Replacement Rebate Program for 50,000 ft², for a total of \$100,000. LVMWD will provide turf removal customer activity for its service area only and include it as part of the required grant reporting.
 - i. The Proposition 1 Grant will provide LVMWD with a grant reimbursement of \$123,800, as shown in Exhibit A.
 - j. Approve and provide program direction, including oversight of the Project Manager.
 - k. Sign a confidentiality and/or non-disclosure agreement with WATERWORKS in a form satisfactory to WATERWORKS in order to obtain customer water use data that will be used internally only by designated project staff, including contract employees or consultants in accordance with the California Public Records Act (CPRA). LVMWD agrees that such customer water use data shall be used solely for program purposes and shall be returned or destroyed (at WATERWORKS' election) at the end of the program, termination of this MOU or withdrawal by WATERWORKS from this MOU, whichever is earlier. Additionally, in the event of a CPRA request for any WATERWORKS customer water use data then in LVMWD's possession, LVMWD shall promptly notify WATERWORKS and vigorously assert all available exemptions under the CPRA. Without limiting the foregoing, LVMWD shall in no event disclose any WATERWORKS customer use data in response to a CPRA request or otherwise, without first notifying WATERWORKS and giving WATERWORKS an opportunity to obtain a protective order, injunctive relief or other appropriate remedy under the law; and
 - l. Communicate with the PARTIES, including the Project Manager.
- (6) WEST BASIN shall provide the services and performance as follows:
- a. Track \$3,000 of in-kind administrative hours conducted by WEST BASIN and provide such information to the Program Manager in a format specified for reporting.
 - b. West Basin, in coordination with the PARTIES, will be responsible for developing and issuing the Request for Proposals (RFP) to hire the Project Manager (P.M.). West Basin will hire the P.M. through a competitive bid process and provide oversight and management. As part of this project, the P.M. will also provide grant

reporting coordination and assistance. The PARTIES will receive requests for reports, invoices, and back-up materials from the P.M. to fully execute all applicable tasks and deliverables defined in Grant Agreement 4600015405.

- c. West Basin will provide an in-kind cost-share of \$253,884. Of this amount, \$93,584 will be provided by West Basin and \$160,300 will be provided by the MWD, through West Basin's agreement with MWD. West Basin will provide the participation data for both West Basin's and MWD's cost-shares.
 - d. The Proposition 1 Grant will provide West Basin with a reimbursement of \$380,200, as outlined in Exhibit A.
 - e. Sign a confidentiality and/or non-disclosure agreement with WATERWORKS in a form satisfactory to WATERWORKS in order to obtain customer water use data that will be used internally only by designated project staff, including contract employees or consultants in accordance with the California Public Records Act (CPRA). West Basin agrees that such customer water use data shall be used solely for program purposes and shall be returned or destroyed (at WATERWORKS' election) at the end of the program, termination of this MOU or withdrawal by WATERWORKS from this MOU, whichever is earlier. Additionally, in the event of a CPRA request for any WATERWORKS customer water use data then in West Basin's possession, West Basin shall promptly notify WATERWORKS and vigorously assert all available exemptions under the CPRA. Without limiting the foregoing, West Basin shall in no event disclose any WATERWORKS customer use data in response to a CPRA request or otherwise, without first notifying WATERWORKS and giving WATERWORKS an opportunity to obtain a protective order, injunctive relief or other appropriate remedy under the law; and
 - f. Communicate with the PARTIES, Program Manager, and Implementation Consultant.
- (7) WATERWORKS shall provide the services and performance as follows:
- a. Track and report on \$3,000 of in-kind administrative hours conducted by WATERWORKS and provide such information to the Project Manager in a format specified for the grant reporting.
 - b. As part of this project, WATERWORKS will provide a total cost share of \$177,745 and hire a licensed contractor to purchase and install 300 qualifying smart sprinkler controllers in Malibu and Topanga. The smart sprinkler controller(s) chosen for this project will be on MWD's approved list of smart controllers. WATERWORKS will be reimbursed by the grant and by West Basin for the controllers. The grant will reimburse WATERWORKS **\$36,000** for 300 sprinkler controllers (\$120 per controller) and **\$90,000** for the installation of the 300

controllers (\$300 per installation). West Basin currently receives funding from MWD through MAAP and will request \$80 per controller or **\$24,000**. West Basin's/MWD's \$80 per controller will be added to the grant's \$120 per controller. Therefore, WATERWORKS will be reimbursed \$200 per controller purchased, with \$120 per controller from the grant, and \$80 from West Basin. WATERWORKS will also be reimbursed \$300 per controller installation from the grant; therefore, WATERWORKS will be reimbursed a total of \$500 per every controller purchased and installed, totaling **\$150,000** for 300 controllers.

- c. Through MWD and West Basin, WATERWORKS will provide a turf removal rebate cost-share of \$2 per square foot of grass removal for 60,000 ft² of converted grass to eligible drought tolerant landscaping, for a total amount of **\$120,000**. West Basin will request that MWD provides the Waterworks \$2 ft² rebate through MWD's regional rebate program for a total not-to-exceed amount of \$120,000. For the areas of the City of Malibu and the L.A. Unincorporated County area of Topanga, MWD will provide a rebate of \$2 per ft², plus West Basin's rebate of \$1 per ft², and the Waterworks' rebate of \$2 per ft², for a total of \$5 per ft². West Basin will invoice Waterworks for reimbursement of any customer activity from the City of Malibu and Topanga. West Basin will provide a quarterly customer participation database to the Project Manager for the quarterly and final grant reporting.
- d. Track and provide \$10,000 of in-kind marketing, graphic design, or promotional work. For this project, WATERWORKS will utilize its current marketing and outreach resources as an in-kind contribution. It will provide invoices and back-up materials to the Project Manager showing the work conducted to promote the project in Malibu and Topanga.
- e. Track and provide \$37,500 in residential landscape survey resources through WATERWORKS's vendor to this project. WATERWORKS will utilize its current landscape survey program to provide those benefits to this project. It will provide the Project Manager with invoices and reports that it has paid its vendor and show these costs as an in-kind contribution to the project.
- f. On the condition that WEST BASIN complies with Section 6(e) above, provide customer water use data to WEST BASIN for Implementation Coordinator to target and inform potential priority participants with above average water consumption, and to the Program Manager for the Program Performance Monitoring Plan.
- g. Sign a confidentiality and/or non-disclosure agreement with WEST BASIN in a form satisfactory to WATERWORKS in order to share water use data in accordance with the California Public Records Act and in accordance with Section 6(e) above.
- h. Communicate with the PARTIES, Program Manager, and LACFCD.

(8) THE PARTIES FURTHER AGREE:

- a. To make a full faith effort to cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, reviewing deliverables, and informing their respective administrators, agency heads, and/or governing bodies of matters associated with this MOU in a timely manner.
- b. To require consultants retained pursuant to this MOU, including the Project Manager, to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the consultants' performance of its agreement with the relevant PARTY. In addition, each PARTY shall require the consultants to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy(ies) with respect to liabilities arising out of the consultants' work.
- c. Each PARTY to the extent permitted by law, shall fully indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, damages, investigations, arbitrations, lawsuits, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each PARTY arising out of any acts or omissions from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct. This agreement to indemnify, hold harmless, and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the PARTIES or its agents, employees, contractors, or other persons acting on PARTY'S behalf would be held strictly liable. This section shall survive the term or termination of this MOU.
- d. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- e. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- f. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit D.
- g. This MOU shall be binding upon and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, neither PARTY may assign its respective rights or obligations under this MOU without the prior written consent of the other PARTIES.
- h. This MOU is governed by, interpreted under, and construed, and enforced in accordance with the laws of the State of California.
- i. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- j. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in paragraph 8.o.
- k. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- l. Each PARTY shall have no financial obligation to the other PARTIES of this MOU, except as herein expressly provided.
- m. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all PARTIES.
- n. Early Termination or Withdrawal
 - 1. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, all PARTIES must agree on the equitable redistribution or termination of remaining tasks of the DRWCP subject to approval of the LACFCD and DWR. Completed work shall be owned by all PARTIES. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.

2. A PARTY may withdraw from this MOU upon 60 days written notice to the other PARTIES, subject to any outstanding reimbursements from DWR and LACFCD for work completed prior to the date of its notice of withdrawal. The effective withdrawal date shall be the sixtieth (60th) day after LVMWD receives the withdrawing PARTY's notice to withdraw from this MOU. LVMWD shall refund to the withdrawing PARTY any reimbursed funds to the PARTY only upon receipt from LACFCD for tasks invoiced prior to the effective withdrawal date. All PARTIES understand, acknowledge, and agree that withdrawal from this MOU will terminate any responsibility, liability, or obligation of the withdrawing PARTY under this MOU commencing on the effective withdrawal date and that the withdrawing PARTY shall remain liable for its share of any loss, debt, or liability incurred prior to the withdrawal date, and for any work which could not be suspended. Work completed prior to the effective withdrawal date shall be owned by all PARTIES. Rights to the remaining work will be held by the PARTY or PARTIES who fund the completion of such work. Withdrawal from this MOU does not release any PARTY from the obligations set forth in the MS4 Permit. Upon withdrawal, the remaining parties may renegotiate the terms of this MOU and responsibilities of the remaining parties or may agree to terminate this MOU.
3. A PARTY shall forfeit its rights to work completed through this MOU if that PARTY fails to comply with any of the terms or conditions of this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

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

LAS VIRGENES MUNICIPAL WATER DISTRICT

By _____
David W. Pedersen,
LVMWD General Manager

Date

APPROVED AS TO FORM:

Keith Lemieux
Legal Counsel

By _____
Gary Burns
Secretary of the Board

Date

DRAFT

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU

By _____
Mark Pestrella
Director, Department of Public Works

Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Tiffani Shin
Senior Deputy

Date

DRAFT

WEST BASIN MUNICIPAL WATER DISTRICT

By _____
E.J. Caldwell
General Manager

Date

APPROVED AS TO FORM:

Joseph Byrne
West Basin Legal Counsel

By _____
Joseph Byrne
Legal Counsel

Date

DRAFT

EXHIBIT A
Drought Resiliency Water Conservation Project
Budget and Cost Sharing

	Cost Share				Grant Reimbursement				Combined Total
<i>Project Components:</i>	LVMWD / MWD	WBMWD / MWD	LACWW	Sub-Total	LVMWD	WBMWD	LACWW	Sub-Total	TOTAL
Grant Application Costs	\$ 1,575	\$ 1,575	\$ 1,575	\$ 4,726					\$ 4,726
In-Kind Project Staff Time	\$ 10,000	\$ 3,000	\$ 3,000	\$ 16,000					\$ 16,000
Grant Administration, Management, and Project Oversight Fees (LACFCD)	\$ 5,571	\$ 17,109	\$ 5,670	\$ 28,350					\$ 28,350
Project Manager									
<i>Grant Administration and Reporting</i>						\$ 60,000		\$ 60,000	\$ 60,000
<i>Marketing</i>			\$ 10,000	\$ 10,000		\$ 40,000		\$ 40,000	\$ 50,000
<i>Outreach</i>						\$ 54,600		\$ 54,600	\$ 54,600
<i>Landscape Design / Cistern Consultation / HOA Assistance</i>						\$ 150,000		\$ 150,000	\$ 150,000
<i>Measures:</i>									
Residential Water Audits	\$ 125,000		\$ 37,500	\$ 162,500					\$ 162,500
Smart Controllers	\$ 8,000	\$ 24,000		\$ 32,000	\$ 12,000		\$ 36,000	\$ 48,000	\$ 80,000
Smart Controller Installation					\$ 30,000		\$ 90,000	\$ 120,000	\$ 120,000
Flow Monitoring Meters	\$ 10,000	\$ 3,500		\$ 13,500	\$ 10,000	\$ 3,500		\$ 13,500	\$ 27,000
Flow Monitoring Meter Installation					\$ 20,000	\$ 7,000		\$ 27,000	\$ 27,000
Garden Kit in a Box (Native and Succulents)					\$ 15,000	\$ 7,500		\$ 22,500	\$ 22,500
Drip Irrigation Kit Box					\$ 15,000	\$ 7,500		\$ 22,500	\$ 22,500
Fireescaping Instructor (in-person and/or virtual)	\$ 6,400	\$ 12,800		\$ 19,200					\$ 19,200
Grass Replacement Rebate	\$ 100,000	\$ 180,000	\$ 120,000	\$ 400,000					\$ 400,000
Rain Barrels	\$ 3,500	\$ 10,500		\$ 14,000	\$ 6,500	\$ 19,500		\$ 26,000	\$ 40,000
Cisterns	\$ 700	\$ 1,400		\$ 2,100	\$ 9,300	\$ 18,600		\$ 27,900	\$ 30,000
Cistern Installation					\$ 4,000	\$ 8,000		\$ 12,000	\$ 12,000
Cistern Pumps and Concrete Pad					\$ 2,000	\$ 4,000		\$ 6,000	\$ 6,000
TOTAL	\$ 270,746	\$ 253,884	\$ 177,745	\$ 702,376	\$ 123,800	\$ 380,200	\$ 126,000	\$ 630,000	\$ 1,332,376

EXHIBIT B

		# of Units / Square Feet			Total Units	Est. Cost Per Unit	Total Cost
		Las Virgenes Service Area	Malibu	Topanga			
	Project Measures:						
1	Grant Application Cost						\$ 4,726
2	Staff Time (In-Kind)						\$ 16,000
3	Grant Administration, Management, and Project Oversight Fees (LACFCD)						\$ 28,350
4	Project Manager						
5	Grant Administration and Reporting					\$ 60,000	\$ 60,000
6	Marketing					\$ 50,000	\$ 50,000
7	Outreach					\$ 54,600	\$ 54,600
8	Landscape Design / Cistern Consultation / HOA Assistance	200	50	50	300	\$ 500	\$ 150,000
9	Residential Water Audits	500	100	50	650	\$ 250	\$ 162,500
10	Smart Controllers	100	200	100	400	\$ 200	\$ 80,000
11	Smart Controller Installation	100	200	100	400	\$ 300	\$ 120,000
12	Flow Monitoring Meters	100	25	10	135	\$ 200	\$ 27,000
13	Flow Monitoring Meter Installation	100	25	10	135	\$ 200	\$ 27,000
14	Garden Kit in a Box (Native and Succulents)	300	100	50	450	\$ 50	\$ 22,500
15	Drip Irrigation Kit Box	300	100	50	450	\$ 50	\$ 22,500
16	Firescaping Instructor (in-person and/or virtual)	4	4	4	12	\$ 1,600	\$ 19,200
17	Grass Replacement Rebate	50000			50,000	\$ 2	\$ 100,000
			50000	10000	60,000	\$ 5	\$ 300,000
18	Rain Barrels	100	200	100	400	\$ 100	\$ 40,000
19	Cisterns	2	2	2	6	\$ 5,000	\$ 30,000
20	Cistern Installation	2	2	2	6	\$ 2,000	\$ 12,000
21	Cistern Pumps and Concrete Pad	2	2	2	6	\$ 1,000	\$ 6,000
	TOTAL						\$ 1,332,376

EXHIBIT C

MOU Roles and Responsibilities:

Las Virgenes

- **Grant Reimbursement**
 - \$12,000 – for 100 smart controllers x \$120 each controller
 - \$30,000 – for 100 smart controller installations
 - \$10,000 – 100 flow monitoring meters
 - \$20,000 – 100 flow monitoring installations
 - \$15,000 – 300 garden in a box
 - \$15,000 – 300 drip irrigation in a box
 - \$6,500 – 100 rain barrels
 - \$9,300 – 2 cisterns
 - \$4,000 – 2 cistern installations
 - \$2,000 – 2 cistern pumps, concrete pad
 - **Total Reimbursement = \$123,800**
- **In-Kind Cost-Share**
 - \$1575.22 Prop 1 Round 2 Application Fee (paid via separate MOU)
 - \$10,000 - Staff Time
 - \$5,571 – Grant Administration, Management and Oversight Fees (LACFCD)
 - \$125,000 – Water Audits (LVMWD Funding)
 - \$8,000 - Smart timers (MWD \$80 x 100 timers through MAA)
 - \$10,000 – Flow meters (MWD \$100 x 100 meters MAA)
 - \$6,400 – Firescaping Instructor (MWD 4 classes x \$1,600 each MAA)
 - \$100,000 – Grass Replacement (Provide MWD's \$2 ft² x 50,000 ft²)
 - \$3,500 – Rain Barrels (MWD \$35 x 100 barrels MAA)
 - \$700 – Cisterns (MWD \$350 x 2 cisterns MAA)
 - **Total Cost-Share - \$270,746.22**

West Basin Municipal Water District

- **Grant Reimbursement**
 - **Project Manager**
 - \$60,000 – Grant Administration and Reporting
 - \$40,000 – Marketing
 - \$54,600 – Outreach
 - \$150,000 – Landscape Designs, HOA Assistance and Cistern Consultations
 - **Total = \$314,600**
 - **Devices**
 - \$3,500 – Flow Monitoring Meters
 - \$7,000 – Flow Monitoring Meter installations
 - \$7,500 – Garden Kit in a Box
 - \$7,500 – Drip Irrigation Kit in a Box
 - \$19,500 – Rain Barrels
 - \$18,600 – Cisterns

- \$8,000 – Cistern Installations
- \$4,000 – Cistern pumps, concrete pad
- **Total = \$75,600**
- **Total Reimbursement to West Basin = \$380,200**
- **In-Kind Cost-Share**
 - \$1575.22 – Prop 1 Round 2 Application Fee (paid via separate MOU)
 - \$3,000 – Staff Time
 - \$17,109 – Grant Administration, Management and Oversight Fees (LACFCD)
 - \$3,500 – Flow Monitoring Meters (MWD \$100 Incentive) -MAA
 - \$12,800 – Firescaping Instructor (MWD Funding) - MAA
 - \$180,000 – Grass Replacement Rebate (\$60,000 West Basin Cash / \$120,000 MWD Rebate Program)
 - \$10,500 – Rain Barrels (MWD \$35 x 300 rain barrels) - MAA
 - \$1,400 – Cisterns (MWD \$350 x 4 cisterns) - MAA
 - \$24,000 – Smart Timers (\$80 x 300 timers) - MAA
 - **Total Cost-Share = \$253,884.22**

Los Angeles County Waterworks District #29

- **Grant Reimbursement**
 - \$36,000 – for 300 smart irrigation controllers (\$120 per controller x 300 controllers)
 - \$90,000 – for 300 smart controller installations (\$300 per controller x 300 controller installations)
 - **Total Reimbursement to LACWD #29 = \$126,000**
- **In-Kind Cost-Share**
 - \$1575.22 – Prop 1 Round 2 Application Fee (paid via separate MOU)
 - \$3,000 - Staff Time
 - \$5,670 - Grant Administration, Management and Oversight Fees (LACFCD)
 - \$120,000 – Grass Replacement Rebated (\$120,000 LACWD #29 Cash)
 - \$10,000 – Marketing (use current outreach vendor invoices for Malibu/Topanga)
 - \$37,500 – Residential Water Audits (use invoices from Waterwise for Malibu/Topanga)
 - **Total Cost-Share = \$177,745.22**

EXHIBIT D

**Drought Resiliency Water Conservation Project
Responsible Agency Representatives**

1. Las Virgenes Municipal Water District

Engineering and External Affairs Department
4232 Las Virgenes Road
Calabasas, CA 91302

Craig A. Jones, Resource Conservation Manager
E-mail: cjones@lvmwd.com
Phone: (818) 251-2131, Cell: (805) 320-0527

2. West Basin Municipal Water District

Water Policy & Resources Development Department
17140 S. Avalon Blvd.
Carson, CA 91792

Gus Meza, Senior Water Policy & Resources Analyst
E-mail: gusm@westbasin.org
Phone: (310) 660-6209, Cell: (213) 500-6658

3. Los Angeles County Waterworks District No. 29, Malibu

1000 South Fremont Avenue
Alhambra, CA 91903

Terri Alex, Management Specialist 1
E-mail: talex@dpw.lacounty.gov
Phone: (626) 300-4688

MEMORANDUM OF UNDERSTANDING
BETWEEN
WEST BASIN MUNICIPAL WATER DEPARTMENT
AND LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU
REGARDING THE PROPOSITION 1 ROUND 2
INTEGRATED REGIONAL WATER MANAGEMENT GRANT PROGRAM

This Memorandum of Understanding (MOU) is made and entered into between West Basin Municipal Water Department (WEST BASIN), a special district, and Los Angeles County Waterworks District No. 29, Malibu ("Waterworks"), a body corporate and politic. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

RECITALS

WHEREAS the Greater Los Angeles County (GLAC) Integrated Regional Water Management (IRWM) Region is seeking grant funding through the Department of Water Resources' (DWR) Proposition 1 Round 2 Integrated Regional Water Management Implementation (IRWM) Grant Program; and

WHEREAS, the Los Angeles County Flood Control District (DISTRICT) has retained the services of WEST BASIN to hire a consultant to prepare the GLAC IRWM Region's DWR Proposition 1 Round 2 IRWM Grant Program application (APPLICATION) on behalf of the GLAC IRWM Region; and

WHEREAS, the WEST BASIN has retained the services of Woodard and Curran (CONSULTANT) to prepare the APPLICATION on behalf of the GLAC IRWM Region; and

WHEREAS Waterworks is a member of the GLAC IRWM Region and desires to have its Drought Resiliency Landscape Conservation Project (PROJECT) included in the APPLICATION; and

WHEREAS, Waterworks and the other members of the GLAC IRWM Region that wish to have their projects included in the APPLICATION (collectively, APPLICANTS) have agreed to share in the cost of hiring the CONSULTANT to prepare the APPLICATION (CONSULTANT COST) by reimbursing the WEST BASIN through this MOU, which will be executed separately between the WEST BASIN and each project applicant (APPLICANT). Each APPLICANT'S share of the CONSULTANT COST is calculated according to the formula set forth in Exhibit A and Exhibit B, incorporated herein by reference; and

WHEREAS the total cost of the CONSULTANT's services is estimated to be \$115,536.00 for 17 projects. Of this amount, \$5,313.88 represents the proportional estimated cost for each project based on the 17 projects to be included in the APPLICATION. Cost per APPLICANT is contingent on the final number of projects

included in the APPLICATION. APPLICATION cost per project is expected not to exceed \$5,400.00;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES hereby agree as follows:

Section 1. Recitals: The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose: The purpose of this MOU is to reimburse WEST BASIN for the cost of retaining the CONSULTANT to prepare the APPLICATION.

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

Section 4. Term: This MOU shall become effective on the latest date of execution by a PARTY and shall remain in effect until CONSULTANT has been paid in full for its preparation of the APPLICATION, and WEST BASIN has received payment from the Waterworks 29 for its proportionate share of the CONSULTANT COST as provided in this MOU.

Section 5. WEST BASIN Agrees:

- a. To invoice Waterworks up to \$5,331.00. This amount represents Waterworks proportionate share of the CONSULTANT COST, as estimated in the CONSULTANT proposal set forth in Exhibit A.
- b. To contract with CONSULTANT and to be responsible for coordinating the activities of CONSULTANT. WEST BASIN agrees to use the funds received from Waterworks only for the preparation and submission of the APPLICATION.
- c. To provide an accounting at the termination of the MOU or cancellation thereof and to return to Waterworks its proportional share of the unused portion of all funds deposited with the WEST BASIN, if any, in accordance with the cost allocation formula set forth in Exhibit A.
- d. To notify Waterworks in writing if the CONSULTANT'S actual total cost of preparing the APPLICATION will exceed the cost estimate set forth above and obtain written approval of the increase from Waterworks. Upon written approval of the increased costs by Waterworks, WEST BASIN will invoice Waterworks for Waterworks' proportionate share of the increased costs according to the cost allocation formula set forth in Exhibit A and Exhibit B.

Section 6: Waterworks Agrees:

- a. To pay the WEST BASIN the amount invoiced pursuant to Section 5 within 45 days from receipt of the invoice.
- b. To cooperate in good faith with WEST BASIN and CONSULTANT in the preparation of the APPLICATION.

Section 7: Indemnification

- a. To the fullest extent permitted by law, each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special departments, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of such Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of such Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each PARTY agrees to indemnify, defend, and hold harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 8. General Provisions

- a. Relationship of Parties. The PARTIES are and shall remain at all times as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of another PARTY unless expressly provided to the contrary by this MOU. No official, employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an official, agent, employee or officer of another PARTY. Each PARTY shall have no financial obligation to the other PARTIES of this MOU, except as herein expressly provided.

- b. Binding Effect. This MOU shall be binding upon and inure to the benefit of each PARTY to this MOU and its respective heirs, administrators, representatives, successors and assigns.
- c. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all PARTIES who have not terminated their interests herein or whose involvement has not terminated by reason of non-payment or default.
- d. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- e. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- f. No Presumption in Drafting. The PARTIES to this MOU agree that the general rule that an MOU is to be interpreted against the PARTY drafting it, or the PARTY causing it to be prepared, shall not apply.
- g. Interpretation. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.
- h. Entire MOU. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- i. Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).

Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.

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

WEST BASIN MUNICIPAL WATER DISTRICT

By _____
Edward J. Caldwell, General Manager _____ Date _____

APPROVED AS TO FORM:

By _____
Joseph Byrne, Legal Counsel _____ Date _____

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU

By: _____ Date: _____
Mark Pestrella
Director, Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: _____
Tiffani L. Shin,
Senior Deputy

Exhibit A

APPLICATION share of the CONSULTANT COST per Applicant is calculated according to the formula below:

Task	Cost	Projects	Cost/Applicant
1.1 – General Proposal Preparation Requirements for 17 Projects	\$3,756.00	17	\$220.94
2.1 – Draft, Draft Final, and Application Package per Project	\$5,040.00	1	\$5,040.00
3.1 – Final Application & Submission for 17 Projects	\$900.00	17	\$52.94
Total Cost Per Applicant (Based on 17 Projects)			\$5,313.88

Final cost per applicant may need to be recalculated in the event the number of projects to be included in the APPLICATION increases or decreases for the current total of 17 projects.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/25/2025				
BOARD MEETING DATE	7/15/2025				
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)	Public Works				
SUBJECT	Los Angeles County Waterworks District No. 40, Antelope Valley, Approval of Water Supply Assessment for the Falcon Glen Project				
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, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.				
DEADLINES/ TIME CONSTRAINTS	None				
COST & FUNDING	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Total cost: \$0</td> <td style="width: 50%;">Funding source: N/A</td> </tr> </table> TERMS (if applicable): N/A Explanation: There will be no impact to the County General Fund. There will be no negative impact on current County services or projects during the performance of these actions.			Total cost: \$0	Funding source: N/A
Total cost: \$0	Funding source: N/A				
PURPOSE OF REQUEST	Public Works is seeking Board approval of the Water Supply Assessment for the Falcon Glen Project in the City of Palmdale and authorization to sign the Water Supply Assessment and Notice of Determination and submit both to the City of Palmdale.				
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The California Water Code requires the District to prepare an assessment for certain projects in the District's service area or sphere of influence subject to the California Environmental Quality Act. The assessment must include a discussion of whether the District's total projected water supplies available during normal and single- and multiple-dry water years during a 20-year projection will meet the projected water demand associated with the Falcon Glen Project in addition to the District's existing and planned future water uses.</p> <p>The project is a proposed development of 163 acres located in the City of Palmdale. The project consists of 708 residential single-family and medium-density residential lots and approximately 37.7 acres of park space and open space. The project's estimated water demands are approximately 535.6 acre-feet per year.</p> <p>The District does not anticipate any water supply issues arising from the project.</p>				

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. Approval of the Water Supply Assessment will promote sound, prudent, and transparent policies and practices that help preserve our water resources while maintaining the quality of life for County residents.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Adam Ariki, Deputy Director, (626) 458-4012, cell (626) 476-6703, aariki@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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July 15, 2025

IN REPLY PLEASE
REFER TO FILE: WW-1

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
APPROVAL OF WATER SUPPLY ASSESSMENT FOR THE
FALCON GLEN PROJECT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Water Supply Assessment for the proposed Falcon Glen Project in the City of Palmdale and to authorize the Director of Public Works or his designee to sign the Water Supply Assessment Senate Bill 610 California Water Code Section 10910 et seq., Notice of Determination for the proposed Falcon Glen Project.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY:**

1. Find that the recommended action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act pursuant to Section 21065 of the California Public Resources Code and Section 15378(b) of the California Environmental Quality Act Guidelines and is exempt under Section 15061(b)(3).
2. Approve the Water Supply Assessment for the Falcon Glen Project in the City of Palmdale.

3. Authorize the Director of Public Works or his designee to sign the Water Supply Assessment Senate Bill 610 California Water Code Section 10910 et seq., Notice of Determination for the proposed Falcon Glen Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the Water Supply Assessment (WSA) (Enclosure A) for the proposed Falcon Glen Project in the City of Palmdale as required by California Water Code Section 10910 et seq., and Senate Bill 610, and sign the WSA, Notice of Determination (Enclosure B) showing Los Angeles County Waterworks District No. 40, Antelope Valley (District), has sufficient water supply to provide for the proposed development.

The 163-acre proposed development at Avenue S and the California Aqueduct in Palmdale consists of 708 residential single-family and medium-density residential lots, and approximately 37.7 acres of park space and open space. The project's estimated water demand is approximately 535.6 acre-feet per year.

Implementation of Strategic Plan Goals

These recommendations support the County Strategy Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iii, Natural Resources, and Strategy iv, Environmental Justice. The recommended actions promote sound, prudent, and transparent policies and practices that help ensure the maintenance of critical high-priority County public services to protect and preserve our precious water resources while preserving the quality of life for County residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Sufficient funds are included in the District's General Fund (N63 – Services and Supplies) Fiscal Year 2025-26 Budget to cover the minor costs of the document review and confirmation that it conforms to the District's Urban Water Management Plan.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Water Code Section 10910 et seq., also known as Senate Bill 610, requires the District to prepare WSAs for certain proposed projects within its service area or sphere of influence subject to the California Environmental Quality Act (CEQA). The WSA must include a discussion of whether the District's total projected water supplies

is available during normal and single- and multiple-dry water years during a 20-year projection will meet the projected water demand associated with the project in addition to the District's existing and planned future water uses. Pursuant to California Water Code Section 10910(g)(1), the Board must approve the assessment at a regular or special meeting.

Based on the District's 2020 Urban Water Management Plan adopted by the Board on October 19, 2021, the assessment shows the District has sufficient supplies to meet the demands of the project in addition to existing and planned future uses.

Consistent with the provisions of Senate Bill 610, neither the WSA nor its approval shall be construed to create a right or entitlement to water service or any specific level of water service and shall not impose, expand, or limit any duty concerning the obligation of the District to provide certain service to its existing customers or any future potential customers.

The WSA does not constitute a will-serve, plan of service, or agreement to provide water service to the project and does not entitle or approve any project, project applicant, or any other person or entity to any right, priority, or allocation in any supply, capacity, or facility.

To receive water service, the proposed project would be subject to an agreement with the District, together with all applicable fees, charges, plans and specifications, conditions, and other applicable District requirements in place and as amended from time to time. Nor does anything in the WSA prevent or otherwise interfere with the District's discretionary authority to declare a water shortage emergency in accordance with the California Water Code.

ENVIRONMENTAL DOCUMENTATION

The District is required to approve a WSA for the project and submit it to the City under California Water Code Section 10910(g)(1). This action does not constitute an approval of a project under Section 21065 of the California Public Resources Code and is excluded from the definition of a project pursuant to Section 15378(b)(5) of the CEQA Guidelines because it is an administrative activity of government that will not result in direct or indirect physical changes in the environment. Further, CEQA applies only to projects that have the potential to cause a significant effect on the environment. The proposed action includes an assessment of water supply. Pursuant to California Water Code Section 10911(b), the City, as the land-use authority responsible for approving the proposed project in question and the lead agency under CEQA for the proposed project, is required to include the WSA provided by the District in the Environmental Impact Report the City is preparing for the proposed project. Approval of the WSA does not approve or authorize

any project under CEQA, including the proposed project. Prior to proceeding with any activity that would constitute a project, appropriate findings under CEQA and approval of the project activities would be necessary.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of these actions.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:CTH:jc

Enclosures

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

SB610 Water Supply Assessment Falcon Glen Tentative Tract No. 54328

Prepared for
15TH West & Ave S, LLC

Prepared by
Cannon
11900 West Olympic Blvd, Ste 530
Los Angeles, CA 90064
310.664.1166

Date
January 9, 2025

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1. INTRODUCTION

This Water Supply Assessment (WSA) was prepared for the proposed Falcon Glen project for the Los Angeles County Waterworks District No. 40 (District 40), pursuant to the requirements of Section 10910 of the State Water Code, as amended by Senate Bill No. 610, Chapter 643 (2001). The Falcon Glen project is located within the service boundary of District 40. Although the Falcon Glen project was not identified in the District 40's 2020 Urban Water Management Plan (2020 UWMP), the projected water demand calculated in 2020 UWMP is based on gallons per capita per day (GPCD) and project population. This projection included in the 2020 UWMP accounted for anticipated development within the service areas, such as the Falcon Glen Project. The total water demand for Falcon Glen is 535.6 AF/year.

Consistent with the provisions of SB 610, neither this WSA nor its approval shall be construed to create a right or entitlement to water service or any specific level of water service, and shall not impose, expand, or limit any duty concerning the obligation of District 40 to provide certain service to its existing customers or to any future potential customers.

This WSA does not constitute a will-serve, plan of service, or agreement to provide water service to the Project, and does not entitle the Project, Project Applicant, or any other person or entity to any right, priority or allocation in any supply, capacity, or facility. To receive water service, the Project will be subject to an agreement with District 40, together with any and all applicable fees, charges, plans and specifications, conditions, and any and all other applicable District 40 requirements in place and as amended from time to time. Nor does anything in the WSA prevent or otherwise interfere with District 40's discretionary authority to declare a water shortage emergency in accordance with the California Water Code (CWC).

1.1 Background

Senate Bill No. 610, effective January 1, 2002, requires the water purveyor (District 40), or County, to determine that a "Project" (as defined in Water Code§ 10912) is subject to the California Environmental Quality Act (CEQA), to identify any public water system that may supply water for the project, and to request those public water systems to prepare a specified water supply assessment. The assessment is required to include an identification of existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project and water received in prior years pursuant to those entitlements, rights, and contracts. The assessment must be approved by the governing body of the public water system supplying water to the project. If the projected water demand associated with the project was included as part of the most recently adopted urban water management plan, the public water system may incorporate the requested information from the urban water management plan in the water supply assessment. If the projected water demand associated with the project was not included as part of the most recently adopted urban water management plan, the water supply assessment shall include a discussion with regard to whether the public water system's total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the public water system's existing and planned future uses, including agricultural and manufacturing uses.

The bill requires the water purveyor or County, if it is not able to identify any public water system that may supply water for the project, to prepare the water supply assessment after a prescribed

consultation. If the public water system concludes that water supplies are, or will be, insufficient, plans for acquiring additional water supplies are required to be submitted to the water purveyor or county. The water purveyor or County must include the water supply assessment in any environmental document prepared for the project pursuant to the act. It also requires the water purveyor or County to determine whether project water supplies will be sufficient to satisfy the demands of the project, in addition to existing and planned future uses.

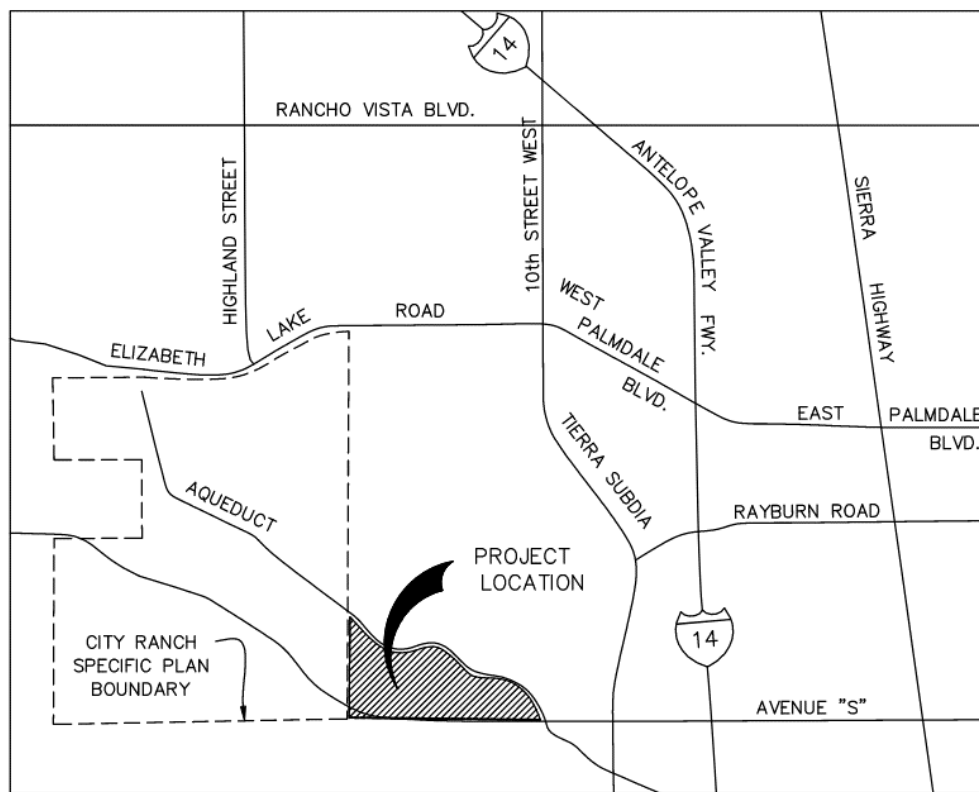
A “project” under Section 10912 includes the following:

- a. A proposed residential development of more than 500 dwelling units.
- b. A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space.
- c. A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space.
- d. A proposed hotel or motel, or both, having more than 500 rooms.
- e. A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area.
- f. A mixed-use project that includes one or more of the projects specified in this subdivision.
- g. A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project.

The Falcon Glen project includes over 500 dwelling units and several land use categories which meet the definition of a project under Section 10912.

1.2 Project Location and Description

The Falcon Glen project is a proposed development of approximately 163 acres located between Avenue “S”, the California Aqueduct, and existing Tract No. 53888 in the City of Palmdale, California, see Figure 1-1 Falcon Glen Project Vicinity Map. The development project is located within the service boundary of District 40 and is anticipated to receive service from District 40. Falcon Glen will consist of 708 lots, parks, and recreation centers. The 708 lots are made up of single family and medium density residential lots.

Figure 1-1. Falcon Glen Project Vicinity Map

VICINITY MAP
NOT TO SCALE

2. WATER SUPPLY

Water Code Section 10910(b) requires the identification of the public water system that may serve the project. Falcon Glen is located within the service boundary of District 40. District 40 serves water to eight regions, encompassing approximately 232 square miles within the Antelope Valley. The eight regions are the cities of Lancaster and Palmdale (Region 4 and 34), Pearblossom (Region 24), Littlerock (Region 27), Sun Village (Region 33), Rock Creek (Region 32), Northeast Los Angeles County (Region 35), and Lake Los Angeles (Region 38).

District 40 utilizes multiple water resources to meet its water supply needs. Currently, District 40 receives water from two main sources:

- Purchased Imported water and Groundwater Banked water from Antelope Valley East Kern Water Agency (AVEK), and
- Groundwater from the Antelope Valley Groundwater Basin.

2.1 Purchased Water Supply:

District 40 purchases water from AVEK. In the early 1960s, the Department of Water Resources (DWR) entered into individual State Water Project (SWP) Water Supply Contracts with urban and agricultural public water supply agencies located throughout northern, central, and southern

California for SWP water supplies. Since 1972, AVEK is one of 29 water agencies (commonly referred to as “contractors”) that have an SWP Water Supply Contract with DWR. Each SWP contractor’s SWP Water Supply contract contains a “Table A”, which lists the maximum amount of contract water supply, or “Table A water,” an agency may request each year throughout the life of the contract. Currently, AVEK’s annual Table A Amount is 144,844 AFY.¹

AVEK developed the Westside Water Bank and has entered into various exchange programs with other SWP contractors to maximize the use of its SWP supplies. AVEK is also able to purchase additional SWP supplies from DWR (such as Article 21 and turnback pool water) when available.

AVEK distributes the imported water to municipalities, ranchers, and agricultural water users.

District 40 has also purchased excess imported water and banked it in the local groundwater basin to use for future dry years when supplies from the SWP and groundwater will not meet demands in the future. Water banking involves storing imported water when it is available for wet years or low-demand periods and recovering it during periods of drought or high demands.

2.2 Groundwater Supply:

Water Code Section 10910(f) states that: *If a water supply for a proposed project includes groundwater, the following additional information shall be included in the water supply assessment:*

- (1) A review of any information contained in the urban water management plan relevant to the identified water supply for the proposed project.*
- (2) A description of any groundwater basin or basins from which the proposed project will be supplied for those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), has the legal right to pump under the order or decree. For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as over drafted or has projected that the basin will become over drafted if present management conditions continue, in the most current bulletin of the department that characterizes the condition of the groundwater basin, and a detailed description by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), of the efforts being undertaken in the basin or basins to eliminate the long-term overdrafted condition.*
- (3) A detailed description and analysis of the amount and location of groundwater pumped by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), for the past five years from any groundwater basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.*

¹ District 40 2020 UWMP, Section 6

- (4) *A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), from any basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.*
- (5) *An analysis of the sufficiency of the groundwater from the basin or basins from which the proposed project will be supplied to meet the projected water demands associated with the proposed project. A water supply assessment shall not be required to include the information required by this paragraph if the public water system determines, as part of the review required by paragraph (1), that the sufficiency of groundwater necessary to meet the initial and projected water demand associated with the project was addressed in the description and analysis required by paragraph (4) of subdivision (b) of Section 10631.*

District 40's groundwater supply is the Antelope Valley Groundwater Basin. The Antelope Valley Groundwater Basin is approximately 1,580 square miles² and made up of two main aquifers, a lower and upper aquifer. The basin is bounded by the Garlock and San Andreas Fault zones. The primary recharge of the basin is from the natural runoff of local mountains and hills by percolation through the head of the alluvial fan systems. The Big Rock and Little Rock Creeks make up approximately 80 percent of the runoff along the southern part of the basin. The availability of groundwater supply for District 40 does not vary throughout the course of a year. Even though District 40 has groundwater supplies allocated to it, additional groundwater extraction infrastructure is needed to extract all of the supply. In addition, the drinking water standards for Chromium-6 impacts District 40's existing groundwater extraction capacity.

District 40's historical total groundwater pumped from the Antelope Valley Groundwater Basin is shown in Table 2-1.

Table 2-1. Groundwater Volume Pumped (ac-ft/yr)

Groundwater Type	Location or Basin Name	2016	2017	2018	2019	2020
Alluvial basin	Antelope Valley Groundwater Basin	16,002	17,397	17,274	12,813	14,266
Total		16,002	17,397	17,274	12,813	14,266

Source: 2020 Urban Water Management Plan for District 40, Table 6-1

The groundwater extraction from the Antelope Valley Groundwater Basin has resulted in overdraft of the aquifer. In December 2015, the Superior Court of California entered a judgement in the Antelope Valley Groundwater Cases (Appendix A). As of 2020, the groundwater adjudication judgment provides non-overlying production rights of 6,789 ac-ft, approximately 3,500 ac-ft of unused federal reserve rights, and return flows equivalent to 39% of the District 40's 5-year average of purchased SWP water supply (39 percent of 26,657 ac-ft or 10,400 ac-ft). District 40 also has the right to lease 2,600 ac-ft of groundwater rights from AVEK, for a grand total of 23,289 ac-ft.

² AVEK 2020 UWMP, Section 6

2.3 Transfers, Exchanges, and Groundwater Banking Programs:

District 40 can obtain water from AVEK to deliver for new developments seeking water supply to meet projected water demands. AVEK has developed robust groundwater banking program that they utilize to deliver water to the District.

District 40 has purchased banked groundwater to use for future dry years when supplies from the SWP and groundwater will not meet demands in the future.

2.4 Development of Brackish Water and/or Groundwater Desalination:

District 40 has no source of ocean water, brackish water, or groundwater that provide opportunities for development of desalinated water as a long-term supply. AVEK has considered the option of providing financial assistance to other SWP contractors to construct brackish desalination facilities in exchange for SWP supplies delivered via the East Branch of the Aqueduct.

2.5 Recycled Water:

District 40 does not currently use or have plans to use recycled water but recycled water is used and purchased by others within the service area. The Antelope Valley Backbone, which is still in construction, will be the distribution infrastructure that will convey recycled water to demands. Future phases of the Antelope Valley Backbone will distribute the recycled water from the Palmdale WRP and the Lancaster WRP in and around the service area.

2.6 Stormwater:

District 40 does not currently use or have plans to use stormwater as an urban water supply source.

3. URBAN WATER MANAGEMENT PLAN APPLICABILITY

Water Code Section 10910(c)(1) requires a determination of whether or not the project was included in District 40's most recently adopted 2020 UWMP, adopted in October 2021. The 2020 UWMP provides a description of the District 40's service area, demographics, multi-source water supply, water quality, and water demand management. The 2020 UWMP also includes historical and future water demand to serve the buildout of the District.

The 2020 UWMP is limited in forecasting growing uncertainty and length of periods of drought. Current scenarios explore up to a 5-year drought scenario, however, in the last 10 years, there have been 1 or 2 normal water years, with the remainder being extreme drought years. Considering more severe drought scenarios in the future could potentially reveal a supply deficit, which is not currently anticipated by the 2020 UWMP. District 40 will move forward to explore a more extreme scenario to better account for prolonged drought. The 2020 UWMP was used as guidance for future demands for this WSA of Falcon Glen Project. The projected water demand calculated in 2020 UWMP is based on gallons per capita per day (GPCD) and projected population. This projection included in the 2020 UWMP accounted for anticipated development within the service areas, such as the Falcon Glen Project.

4. WATER USAGE

District 40 currently serves approximately 58,607 active connections, which include single-family residential, multi-family residential, commercial, industrial, institutional (CII)/government and other accounts. In 2020, water usage was based on District 40's water sales and production records as shown in Table 4-1. District 40 is fully metered.

Table 4-1. Demands for Potable and Non-Potable Water-Actual

Use Type	2020 Actual		
	Additional Description	Level of Treatment when Delivered	Volume ac-ft/yr
Single Family		Drinking water	29,191
Multi-Family		Drinking water	3,866
Commercial		Drinking water	7,167
Industrial		Drinking water	82
Institutional/Governmental	Includes large landscapes	Drinking water	2,544
Other Potable	Includes construction meters	Drinking water	266
Others	Includes other authorized consumption such as firefighting, flushing of water mains, and fire flow test.	Drinking water	539
Losses ^a			2,163
Total			45,818

a. 2020 water loss data is pending validation during the preparation of UWMP 2020.

Source: 2020 Urban Water Management Plan for District 40, Table 4-1

Development is anticipated in urban areas that are anticipated to be supplied by District 40. District 40's projected water demands are based on the anticipated increase in population in the target per capita water use for the District.

The complete breakdown by land use type of District 40's projected water deliveries can be found in Table 4-2 below.

Table 4-2. Use for Potable and Non-Potable Water - Projected

Use Type	Projected Water Use, ac-ft/yr				
	2025	2030	2035	2040	2045
Single Family	40,919	43,706	46,599	49,601	52,116
Multi-Family	2,212	2,364	2,518	2,683	2,819
Commercial ^a	3,112	2,617	2,178	1,780	1,870
Industrial	3,315	3,546	3,777	4,022	4,226
Institutional/Governmental ^a	1,035	870	726	595	625
Losses ^b	3,808	3,998	4,202	4,419	4,643
Total	54,400	57,100	60,000	63,100	66,300

a. The 2025-2040 projected water demand is based on GPCD times the projected population.

b. Losses are assumed to be seven percent of projected water demand.

Source: 2020 Urban Water Management Plan for District 40, Table 4-2

One of the two major factors that affect water usage is weather. Historically, when the weather is hot and dry, water usage increases. The amount of increase varies according to the number of consecutive years of hot, dry weather and the conservation activities imposed. During cool and

wet years, water usage decreases because of less irrigation demand for external landscaping. The second major factor that affects water usage is water conservation.

4.1 Water Conservation:

In response to the continued drought conditions in California, Senate Bill X7-7 was passed requiring water agencies to reduce per capita water use by 20 percent by the year 2020. This statewide reduction target translated into a 2020 target of 225 gpcd for District 40. Table 4-3 shows a summary of the District 40's baseline periods and targets per the law as adopted in SB X7-7.

Table 4-3. Baselines and Targets Summary from SB X7-7 Verification Form-Retail Agency

Baseline Period	Start Year	End Year	Average gpcd	Confirmed 2020 Target, gpcd
10- to 15-year	1996	2005	281	225
5-year	2003	2007	273	

Source: 2020 Urban Water Management Plan for District 40, Table 5-1

To meet this mandated water conservation goal, District 40 used creative ways to reach out to the public about water conservation. Public-education notifications were placed in local newspapers, on radio stations, geo-targeted mobile ads, and online. Water audits and device and turf removal rebates were also offered to District 40's customers to help educate and encourage conservation through the service area. District 40 achieved the targeted gpcd value for 2020. District 40's actual 2020 gpcd was 199 gpcd.³

District 40 is one of the signatories to the Memorandum of Understanding (MOU) Regarding Urban Water Conservation and has actively pursued the implementation of the water efficiency best management practices (BMPs) prescribed in the MOU. The MOU was a negotiated agreement between water purveyors statewide and environmental organizations on how best to utilize the State's water resources by incorporating conservation into their water management practices. The BMPs have been developed over the years by water purveyors, environmental groups, and industry stakeholders. They represent the best available water conservation practices based on research and experience and include:

- Water Waste Prevention Ordinances
- Metering
- Conservation Pricing
- Water Conservation Public Education and Outreach
- Water Conservation Program Coordination and Staffing Support
- Programs to Assess and Manage Distribution System Real Loss
- Water Audits for All Customers
- Rebates⁴

District 40 also has the Water Shortage Contingency Plan (WSCP) to deal with water shortage conditions that occur due to drought, earthquake, infrastructure failure, or other emergency. The

³ District 40 2020 UWMP, Section 5

⁴ District 40's 2020 UWMP, Section 9

Plan uses the State's prescribed Water Shortage Levels. The Plan provides the foundation for a staged response to worsening water shortage conditions. For each level, varying methods of conservation will be required.

4.2 Falcon Glen Project Water Demands

The Falcon Glen site is proposed to be developed into single-family residential lots, medium density residential lots, parks, and recreation center. The Falcon Glen development is estimated to include a total of 708 units. There are also approximately 37.7 acres of park space/open space within the development that will utilize water for irrigation. A recreation center is also located within the project that includes several facilities that will use water. Appendix B shows the Falcon Glen lot layout.

4.2.1 Water Use Calculations:

The calculated water use for the Falcon Glen project is 535.6 AFY, as shown in Table 4-4. The water demand of 0.82 AFY/lot for low density residential was used for multi-unit housing. The water demand of the medium density residential is calculated using 3.6 person per unit and 81 GPCD. For the open space/park site land use, a calculation breakdown using Maximum Applied Water Allowance (MAWA)/Estimated Total Water Use (ETWU) was completed. The State's Water Budget Calculator was used to estimate the projects landscape water demands, see Appendix C.

As mentioned above in the Water Usage section, the 2020 UWMP based their projected water demands on future projected population and the GPCD of 225.

Table 4-4. Falcon Glen Water Demand – Project Specific

LAND USE DESCRIPTION	Land Use Type	Lots	Water Demand Factor	Person Per Unit	Demand (AFY)
Single Family Residential	Low Density Residential	386	0.82 AFY/Lot	N/A	316.5
Medium Density Residential	Medium Density Residential	322	81 gpcd	3.6 ^b	105.3
LAND USE DESCRIPTION	Land Use Type	Area (acres)	Yearly Demand (AFY/AC)		Demand (AFY)
Open Space/Park Sites	Public Areas	37.7	N/A		113.8 ^a
Avenue "S"	Streets	3.45	0		0
Total (acre-feet/year)					535.6

a. Maximum Applied Water Allowance Calculations for New and Rehabilitated Residential Landscapes, Appendix C

b. United States Census Bureau

5. WATER SUPPLY RELIABILITY

District 40's supply reliability can be impacted by many factors, including changes in the availability of supplies due to climatic or infrastructure changes, legal limitations of water contracts, prolonged drought, as well as the efficient use of those supplies in both average and dry periods. These factors can result in acute impacts (facility failures), short term impacts (SWP limitations), or long-term impacts to the reliability of its supplies.

The 2020 UWMP assesses the reliability of the supplies available in a normal year, a single dry year, and during multiple dry years.

- A normal year (also called an average year) is the average supply over a range of years and represents the median water supply available.
- The single-dry year is the year that represents the lowest water supply available.
- The multiple-dry year period is the lowest average water supply available for three or more consecutive dry years.

Tables 4-1 through 4-3 summarizes the water supply and demand projections under normal, single and multiple-dry year scenarios. District 40 has adequate water supplies to meet projected demands in all types of water years. During the dry years, the use of banked water will provide the additional water to meet demands.

Table 5-1. Normal Year Water Supply Demand Comparison (ac-ft/yr)

	2025	2030	2035	2040	2045
Supply Total ^a	83,086	81,724	80,324	79,024	79,024
AVEK SWP ^b	57,300	55,800	54,200	52,700	52,700
District's Groundwater Production Rights ^b	6,789	6,789	6,789	6,789	6,789
District's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500
District's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400
District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
New Supply from AVEK ^c	1,733	1,733	1,733	1,733	1,733
Recycled Water ^{b,d}	764	902	1,102	1,302	1,302
Demand Totals ^e	55,164	58,002	61,102	64,402	67,602
Difference (Supply-Demand)	27,922	23,722	19,222	14,622	11,422

a. Supply total from DWR Table 6-9 (There is a typo in Table 6-9 of the 2020 UWMP, which causes the total supply to be decreased by 11 throughout. The discrepancy originates from Table 6-1A of the 2020 UWMP, where the groundwater supply should be 23,289 AF, not 23,298 AF as listed. The typo in UWMP Table 6-9 has been corrected to reflect the numbers in this WSA.)

b. Supply from DWR Table 6-9

c. New Supply projections are based on anticipated new water supply that will be acquired by AVEK for developers. These projections are consistent with the developer demands (Projections provided by New Water Supply and Development Services for District 40).

d. Recycled water supply volumes are set equal to projected water demand.

e. Demand from the Project has been factored in the projected water demand calculation in the 2020 UWMP.

Source: 2020 Urban Water Management Plan for District 40, Table 7-2

Table 5-2. Single Dry Year Water Supply and Demand Comparison

	2025	2030	2035	2040	2045
Supply Totals	55,164	58,002	61,102	64,402	67,602
AVEK SWP	5,000	5,000	5,000	5,000	5,000
AVEK Groundwater from Banked Supplies	24,378	27,078	29,978	33,078	36,278
District's Groundwater Production Rights	6,789	6,789	6,789	6,789	6,789
District's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500
District's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400
District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
New Supply from AVEK ^a	1,733	1,733	1,733	1,733	1,733
Recycled Water ^b	764	902	1,102	1,302	1,302
Demand Totals ^c	55,164	58,002	61,102	64,402	67,602
Difference (Supply-Demand)	0	0	0	0	0

a. New Supply projections are based on anticipated new water supply that will be acquired by AVK for developers. These projections are consistent with the developer demands (Projections provided by New Water Supply and Development Services for District 40). Return flows from new supply are not included for clarity in interpreting Supply and Demand Assessment tables 7-2, 7-3, and 7-4.

b. Recycled water supply volumes are projected water use and not reasonably available volumes.

c. Demand from the Project has been factored in the projected water demand calculation in the 2020 UWMP.

Source: 2020 Urban Water Management Plan for District 40, Table 7-3

Table 5-3. Multiple Dry Years Supply and Demand Comparison (ac-ft/yr)

		2025	2030	2035	2040	2045
First Year	Supply Total	55,164	58,002	61,102	64,402	67,602
	AVEK SWP	12,500	12,500	12,500	12,500	12,500
	AVEK Groundwater from Banked Supplies	16,878	19,578	22,487	25,578	28,778
	District's Groundwater Production Rights	6,789	6,789	6,789	6,789	6,789
	District's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500
	District's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400
	District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	New Supply from AVEK ^a	1,733	1,733	1,733	1,733	1,733
	Recycled Water ^b	764	902	1,102	1,302	1,302
	Demand Totals ^c	55,164	58,002	61,102	64,402	67,602
	Difference (Supply-Demand)	0	0	0	0	0
Second Year	Supply Total	59,776	59,914	61,102	64,402	67,602
	AVEK SWP	32,700	32,700	32,700	32,700	32,700
	AVEK Groundwater from Banked Supplies	0	0	2,278	5,378	8,578
	District's Groundwater Production Rights	6,789	6,789	6,789	6,789	6,789
	District's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500
	District's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400
	District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	New Supply from AVEK ^a	1,733	1,733	1,733	1,733	1,733
	Recycled Water ^b	764	902	1,102	1,302	1,302
	Demands Totals ^c	55,164	58,002	61,102	64,402	67,602
	Difference (Supply-Demand)	4,612	1,912	0	0	0
Third Year	Supply Total	55,164	58,002	61,102	64,402	67,602
	AVEK SWP	13,500	13,500	13,500	13,500	13,500
	AVEK Groundwater from Banked Supplies	15,878	18,578	21,478	24,578	27,778
	District's Groundwater Production Rights	6,789	6,789	6,789	6,789	6,789
	District's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500
	District's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400
	District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	New Supply from AVEK ^a	1,733	1,733	1,733	1,733	1,733
	Recycled Water ^b	764	902	1,102	1,302	1,302
	Demand Totals ^c	55,164	58,002	61,102	64,402	67,602
	Difference (Supply Demand)	0	0	0	0	0

Table 5-3. Multiple Dry Years Supply and Demand Comparison (ac-ft/yr)

		2025	2030	2035	2040	2045
Fourth Year	Supply Total	55,164	58,002	61,102	64,402	67,602
	AVEK SWP	25,900	25,900	25,900	25,900	25,900
	AVEK Groundwater from Banked Supplies	3,478	6,178	9,078	12,178	15,378
	District's Groundwater Production Rights	6,789	6,789	6,789	6,789	6,789
	District's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500
	District's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400
	District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	New Supply from AVEK ^a	1,733	1,733	1,733	1,733	1,733
	Recycled Water ^b	764	902	1,102	1,302	1,302
	Demands Totals ^c	55,164	58,002	61,102	64,402	67,602
	Difference (Supply-Demand)	0	0	0	0	0
Fifth Year	Supply Total	55,164	58,002	61,102	64,402	67,602
	AVEK SWP	18,200	18,200	18,200	18,200	18,200
	AVEK Groundwater from Banked Supplies	11,178	13,878	16,778	19,878	23,078
	District's Groundwater Production Rights	6,789	6,789	6,789	6,789	6,789
	District's Unused Federal Reserve Right	3,500	3,500	3,500	3,500	3,500
	District's Imported Water Return Flows	10,400	10,400	10,400	10,400	10,400
	District/AVEK Lease	2,600	2,600	2,600	2,600	2,600
	New Supply from AVEK ^a	1,733	1,733	1,733	1,733	1,733
	Recycled Water ^b	764	902	1,102	1,302	1,302
	Demand Totals ^c	55,164	58,002	61,102	64,402	67,602
	Difference (Supply Demand)	0	0	0	0	0

- a. New supply projections are based on anticipated new water supply that will be acquired by AVEK for developers. These projections are consistent with the developer demands (Projections provided by New Water Supply and Development Services for District 40). Return flows from new supply are not included for clarity in interpreting Supply and Demand Assessment tables 7-2, 7-3, and 7-4.
- b. Recycled water supply volumes are set equal to projected water demand.
- c. Demand from the Project has been factored in the projected water demand calculation in the 2020 UWMP.
- Source: 2020 Urban Water Management Plan for District 40, Table 7-4

The availability of SWP supply varies and fluctuates from year to year depending on precipitation, regulatory restrictions, legislative restrictions, and operational conditions, and is particularly unreliable during dry years. The Antelope Valley region likely cannot meet expected demands without imported water, and the variable nature of the supply presents management challenges to ensure flexibility. AVEK is developing projects for storage and banking of SWP water during wet years for use in dry years to increase reliability of purchased water supplies. Groundwater supply is assumed to be available during all year types, but the annual sustainable yield determined by the adjudication process could vary in order to prevent overdraft. Drought, recharge variability, water quality, infrastructure, and extraction capacity are all factors in the amount of available water in any given year. For the additional supply for new development, it is assumed that reliability will be the same proportion as the reduction of the AVEK supply in single-dry years and multiple-dry years.

Although District 40's 2020 UWMP does not specifically identify the Project, the projected water demand calculated in 2020 UWMP is based on gallons per capita per day (GPCD) and projected population. This projection included in 2020 UWMP accounted for anticipated development within the service areas, such as the Falcon Glen Project. District 40's water supplies available during normal, single dry, and multiple dry water years, will meet the water demands associated with this project. Under the multi-year drought scenarios, the available supplies are very near to the limit of what District 40 is able to accommodate. From the data presented from the UWMP, the single and multiple year dry scenarios rely heavily on AVEK to make up the difference. Due to uncertainties in climate change and possible extreme drought scenarios with less frequent rainy season, the 5-year drought plan may not be enough. The District 40's Water Supply Contingency Plan will likely be needed for the region to meet its water supply needs.

6. CONCLUSION

Based on the information provided herein, the development project is located within the service boundary of District 40 and assumed to be served by District 40. Although District 40's 2020 UWMP does not specifically identify the Project, the projected water demand calculated in 2020 UWMP is based on gallons per capita per day (GPCD) and project population. This projection in the UWMP accounted for anticipated development within the service areas, such as the Falcon Glen Project. A new agreement will need to be executed between the developer and District 40 to secure water supply through District 40. District 40's total projected water supplies during normal, single dry, and multiple dry water years during a 20 year projection are available and will meet the project's water demand. The total water demand for Falcon Glen is 535.6 AF/year.

Consistent with the provisions of SB 610, neither this WSA nor its approval shall be construed to create a right or entitlement to water service or any specific level of water service, and shall not impose, expand, or limit any duty concerning the obligation of District 40 to provide certain service to its existing customers or to any future potential customers.

This WSA does not constitute a will-serve, plan of service, or agreement to provide water service to the Project, and does not entitle the Project, Project Applicant, or any other person or entity to any right, priority or allocation in any supply, capacity, or facility. To receive water service, the Project will be subject to an agreement with District 40, together with any and all applicable fees, charges, plans and specifications, conditions, and any and all other applicable District 40 requirements in place and as amended from time to time. Nor does anything in the WSA prevent or otherwise interfere with District 40's discretionary authority to declare a water shortage emergency in accordance with the CWC.

REFERENCES

[2020 Urban Water Management Plan for Los Angeles County Waterworks District No. 40, Adopted October 2021](#)

[2020 Urban Water Management Plan for Antelope Valley Eastern Kern Water Agency, Adopted May 2021](#)

[Memorandum of Understanding Regarding Urban Water Conservation in California; Adopted September 1991; Amended January 4, 2016; California Urban Water Conservation Council.](#)

TECHNICAL APPENDICES

The following technical appendices are included:

- Appendix A: Groundwater Basin Judgment/Adjudication
- Appendix B: Falcon Glen Lot Layout
- Appendix C: Maximum Applied Water Allowance Calculations for New and Rehabilitated Residential Landscapes

APPENDIX A: GROUNDWATER BASIN JUDGMENT/ADJUDICATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ANTELOPE VALLEY GROUNDWATER
CASES

Included Actions:

Los Angeles County Waterworks District No.
40 v. Diamond Farming Co., Superior Court of
California, County of Los Angeles, Case No.
BC 325201;

Los Angeles County Waterworks District No.
40 v. Diamond Farming Co., Superior Court of
California, County of Kern, Case No. S-1500-
CV-254-348;

Wm. Bolthouse Farms, Inc. v. City of
Lancaster, Diamond Farming Co. v. City of
Lancaster, Diamond Farming Co. v. Palmdale
Water Dist., Superior Court of California,
County of Riverside, Case Nos. RIC 353 840,
RIC 344 436, RIC 344 668

RICHARD WOOD, on behalf of himself and
all other similarly situated v. A.V. Materials,
Inc., et al., Superior Court of California,
County of Los Angeles, Case No. BC509546

Judicial Council Coordination Proceeding
No. 4408

CLASS ACTION

Santa Clara Case No. 1-05-CV-049053
Assigned to the Honorable Jack Komar

~~(PROPOSED)~~ JUDGMENT

The matter came on for trial in multiple phases. A large number of parties representing the majority of groundwater production in the Antelope Valley Area of Adjudication ("Basin") entered into a written stipulation to resolve their claims and requested that the Court enter their [Proposed] Judgment and Physical Solution as part of the final judgment. As to all remaining parties, including those who failed to answer or otherwise appear, the Court heard the testimony of witnesses, considered the evidence, and heard the arguments of counsel. Good cause appearing, the Court finds and orders judgment as follows:

1. The Second Amended Stipulation For Entry of Judgment and Physical Solution among the stated stipulating parties is accepted and approved by the Court.
2. Consistent with the December 23 2015 Statement of Decision ("Decision"), the Court adopts the Proposed Judgment and Physical Solution attached hereto as Exhibit A and incorporated herein by reference, as the Court's own physical solution ("Physical Solution"). The Physical Solution is binding upon all parties.
3. In addition to the terms and provisions of the Physical Solution the Court finds as follows:
 - a. Each of the Stipulating Parties to the Physical Solution has the right to pump groundwater from the Antelope Valley Adjudication Area as stated in the Decision and Physical Solution.
 - b. The following entities are awarded prescriptive rights from the native safe yield against the Tapia Parties, defaulted parties identified in Exhibit 1 to the Physical Solution, and parties who did not appear at trial identified in Exhibit B attached hereto, in the following amounts:

Los Angeles County Waterworks District No. 40	17,659.07 AFY
Palmdale Water District	8,297.91 AFY
Littlerock Creek Irrigation District	1,760 AFY
Quartz Hill Water District	1,413 AFY
Rosamond Community Services District	1,461.7 AFY
Palm Ranch Irrigation District	960 AFY

Desert Lake Community Services District 318 AFY

California Water Service Company 655 AFY

North Edwards Water District 111.67 AFY

No other parties are subject to these prescriptive rights.

- c. Each of the parties referred to in the Decision as Supporting Landowner Parties has the right to pump groundwater from the Antelope Valley Adjudication Area as stated in the Decision and in Paragraph 5.1.10 of the Physical Solution in the following amounts:

i. Desert Breeze MHP, LLC 18.1 AFY

ii. Milana VII, LLC dba Rosamond Mobile Home Park 21.7 AFY

iii. Reesdale Mutual Water Company 23 AFY

iv. Juanita Eyherabide, Eyherabide Land Co., LLC
and Eyherabide Sheep Company, collectively 12 AFY

v. Clan Keith Real Estate Investments, LLC.,
dba Leisure Lake Mobile Estates 64 AFY

vi. White Fence Farms Mutual Water Co. No. 3 4 AFY

vii. LV Ritter Ranch LLC 0 AFY

- viii. *Robar Enterprises Inc., Hi-Grade Materials Co., and CSR, a*
d. Each member of the Small Pumper Class can exercise an overlying right pursuant to the Physical Solution. The Judgment Approving Small Pumper Class Action Settlements is attached as Exhibit C ("Small Pumper Class Judgment") and is incorporated herein by reference.

- e. Cross-defendant Charles Tapia, as an individual and as Trustee of Nellie Tapia Family Trust (collectively, "The Tapia Parties") has no right to pump groundwater from the Antelope Valley Adjudication Area except under the terms of the Physical Solution.

- f. Phelan Piñon Hills Community Services District ("Phelan") has no right to pump groundwater from the Antelope Valley Adjudication Area except under the terms of the Physical Solution.

1 g. The Willis Class members have an overlying right that is to be exercised in
2 accordance with the Physical Solution.

3 h. All defendants or cross-defendants who failed to appear in any of these
4 coordinated and consolidated cases are bound by the Physical Solution and
5 their overlying rights, if any, are subject to the prescriptive rights of the
6 Public Water Suppliers. A list of the parties who failed to appear is
7 attached hereto as Exhibit D.

8 i. ~~Robar Enterprises, Inc., Hi-Grade Materials Co., and CJR, a general~~
9 ~~partnership (collectively, "Robar") are~~
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14 4. Each party shall designate the name, address and email address, to be used for all
15 subsequent notices and service of process by a designation to be filed within thirty
16 days after entry of this Judgment. The list attached as Exhibit A to the Small
17 Pumper Class Judgment shall be used for notice purposes initially, until updated
18 by the Class members and/or Watermaster. The designation may be changed from
19 time to time by filing a written notice with the Court. Any party desiring to be
20 relieved of receiving notice may file a waiver of notice to be approved by the
21 Court. The Court will maintain a list of parties and their respective addresses to
22 whom notice or service of process is to be sent. If no designation is made as
23 required herein, a party's designee shall be deemed to be the attorney of record or,
24 in the absence of an attorney of record, the party at its specified address.

25 5. All real property owned by the parties within the Basin is subject to this Judgment.
26 It is binding upon all parties, their officers, agents, employees, successors and
27 assigns. Any party, or executor of a deceased party, who transfers real property
28 that is subject to this Judgment shall notify any transferee thereof of this Judgment.

This Judgment shall not bind the parties that cease to own real property within the Basin, and cease to use groundwater, except to the extent required by the terms of an instrument, contract, or other agreement.

The Clerk shall enter this Judgment.

Dated: Dec 23,, 2015



JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

Coordination Proceeding Special Title
(Rule 1550(b))

**ANTELOPE VALLEY
GROUNDWATER CASES**

Judicial Council Coordination Proceeding No.
4408

Santa Clara Case No.: 1-05-CV-049053

Judge: The Honorable Jack Komar, Dept. 17

**[PROPOSED] JUDGMENT AND PHYSICAL
SOLUTION**

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INDEX OF EXHIBITS AND APPENDICES

Exhibits:

- Exhibit 1: Listing of Parties Against Which a Default Judgment Has Been Entered.
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- Appendix A: Non-Pumper Class Judgment.
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1 A number of Parties have agreed and stipulated to entry of a Judgment consistent with the
2 terms of this Judgment and Physical Solution (hereafter “this Judgment”). The stipulations of the
3 Parties are conditioned upon further proceedings that will result in a Judgment binding all Parties
4 to the Action. The Court, having considered the pleadings, the stipulations of the Parties, and the
5 evidence presented, and being fully informed in the matter, approves the Physical Solution¹
6 contained herein. This Judgment is entered as a Judgment binding on all Parties served or
7 appearing in this Action, including without limitation, those Parties which have stipulated to this
8 Judgment, are subject to prior settlement(s) and judgment(s) of this Court, have defaulted or
9 hereafter stipulate to this Judgment.

10 **I. DESCRIPTION OF LITIGATION**

11 **1. PROCEDURAL HISTORY**

12 **1.1 Initiation of Litigation.**

13 On October 29, 1999, Diamond Farming Company (“Diamond Farming”) filed in
14 the Riverside County Superior Court (Case No. RIC 344436) the first complaint in what would
15 become these consolidated complex proceedings known as the Antelope Valley Groundwater
16 Cases. Diamond Farming's complaint names as defendants the City of Lancaster, Palmdale
17 Water District, Antelope Valley Water Company, Palm Ranch Irrigation District, Quartz Hill
18 Water District, Rosamond Community Services District, and Mojave Public Utility District.

19 On February 22, 2000, Diamond Farming filed another complaint in the Riverside
20 County Superior Court (Case No. RIC 344468). The two Diamond Farming actions were
21 subsequently consolidated.

22 On January 25, 2001, Wm. Bolthouse Farms, Inc. (“Bolthouse”) filed a complaint
23 in the same Court against the same entities, as well as Littlerock Creek Irrigation District and Los
24 Angeles Waterworks Districts Nos. 37 and 40 (Case No. RIC 353840).

25 ¹ A “physical solution” describes an agreed upon or judicially imposed resolution of conflicting claims in a manner
26 that advances the constitutional rule of reasonable and beneficial use of the state’s water supply. (*City of Santa Maria*
27 *v. Adam* (2012) 211 Cal. App. 4th 266, 288.) It is defined as “an equitable remedy designed to alleviate overdrafts
28 and the consequential depletion of water resources in a particular area, consistent with the constitutional mandate to
prevent waste and unreasonable water use and to maximize the beneficial use of this state’s limited resource.”
(*California American Water v. City of Seaside* (2010) 183 Cal. App. 4th 471, 480.)

1 The Diamond Farming and Bolthouse complaints variously allege that unregulated
2 pumping by these named public agencies (collectively the Public Water Suppliers) has irreparably
3 harmed Diamond Farming and Bolthouse's rights to produce Groundwater from the Antelope
4 Valley Groundwater Basin, and interfered with their rights to put that Groundwater to reasonable
5 and beneficial uses on property they own or lease. Diamond Farming and Bolthouse's complaints
6 seek a determination of their water rights and to quiet title as to the same.

7 In 2001, the Diamond Farming and Bolthouse actions were consolidated in the
8 Riverside County Superior Court.

9 In August 2002, a Phase 1 trial commenced in the Riverside County Superior
10 Court in the consolidated Diamond Farming/Bolthouse proceedings for the purpose of
11 determining the geographic boundary of the area to be adjudicated. That Phase 1 trial was not
12 concluded and the Court did not determine any issues or make any factual findings at that time.

13 **1.2 General Adjudication Commenced.**

14 In 2004, Los Angeles County Waterworks District No. 40 ("District No. 40")
15 initiated a general Groundwater adjudication for the Antelope Valley Ground Water Basin by
16 filing identical complaints for declaratory and injunctive relief in the Los Angeles and Kern
17 County Superior Courts (Los Angeles County Superior Court Case No. BC 325201 and Kern
18 County Superior Court Case No. S-1500-CV 254348). District No. 40's complaints sought a
19 judicial determination of the respective rights of the Parties to produce Groundwater from the
20 Antelope Valley Groundwater Basin.

21 On December 30, 2004, District No. 40 petitioned the Judicial Council of
22 California for coordination of the above-referenced actions. On June 17, 2005, the Judicial
23 Council of California granted the petition and assigned the "Antelope Valley Groundwater Cases"
24 (Judicial Council Coordination Proceeding No. 4408) to this Court (Santa Clara County Superior
25 Court Case No. 1-05-CV-049053 (Hon. Jack Komar)).

26 For procedural purposes, the Court requested that District No. 40 refile its
27 complaint as a first amended cross-complaint in the now coordinated proceedings. Joined by the
28

1 other Public Water Suppliers, District No. 40 filed a first amended cross-complaint seeking
2 declaratory and injunctive relief and an adjudication of the rights to all Groundwater within the
3 Antelope Valley Groundwater Basin. The Public Water Suppliers' cross-complaint, as currently
4 amended, requests an adjudication to protect the public's water supply, prevent water quality
5 degradation, and stop land subsidence. Some of the Public Water Suppliers allege they have
6 acquired prescriptive and equitable rights to the Groundwater in the Basin. They allege the Basin
7 has been in overdraft for more than five consecutive Years and they have pumped water from the
8 Basin for reasonable and beneficial purposes in an open, notorious, and continuous manner. They
9 allege each non-public cross-defendant had actual or constructive notice of these activities,
10 sufficient to establish prescriptive rights in their favor. In order to alleviate overdraft conditions
11 and protect the Basin, the Public Water Suppliers also request a physical solution.

12 **1.3 Other Actions**

13 In response to the Public Water Suppliers first amended cross-complaint,
14 numerous Parties filed cross-complaints seeking various forms of relief.

15 On August 30, 2006, Antelope Valley-East Kern Water Agency ("AVEK") filed a
16 cross-complaint seeking declaratory and injunctive relief and claiming overlying rights and rights
17 to pump the supplemental yield attributable to return flows from State Water Project water
18 imported to the Basin.

19 On January 11, 2007, Rebecca Lee Willis filed a class action complaint in the Los
20 Angeles County Superior Court (Case No. BC 364553) for herself and on behalf of a class of
21 non-pumping overlying property owners ("Non-Pumper Class"), through which she sought
22 declaratory relief and money damages from various public entities. Following certification, the
23 Non-Pumper Class entered into a settlement agreement with the Public Water Suppliers
24 concerning the matters at issue in the class complaint. On September 22, 2011, the Court
25 approved the settlement through an amended final judgment.

26 On June 2, 2008, Richard A. Wood filed a class action complaint for himself and
27 on behalf of a class of small property owners in this action ("Small Pumper Class"), *Wood v. Los*
28

1 *Angeles Co. Waterworks Dist. 40, et al.*, (Case No.: BC 391869) through which he sought
2 declaratory relief and money damages from various public entities. The Small Pumper Class was
3 certified on September 2, 2008.

4 On February 24, 2010, following various orders of coordination, the Court granted
5 the Public Water Suppliers' motion to transfer and consolidate all complaints and cross-
6 complaints in this matter, with the exception of the complaint in Sheldon R. Blum, etc. v. Wm.
7 Bolthouse Farms, Inc. (Santa Clara County Superior Court Case No. 1-05-CV-049053), which
8 remains related and coordinated.

9 **1.4 McCarran Amendment Issues**

10 The Public Water Suppliers' cross-complaint names Edwards Air Force Base,
11 California and the United States Department of the Air Force as cross-defendants, seeking the
12 same declaratory and injunctive relief as sought against the other cross-defendants. This
13 Judgment, or any other determination in this case regarding rights to water, is contingent on a
14 Judgment satisfying the requirements of the McCarran Amendment, 43 U.S.C. §666. The United
15 States reserves all rights to object or otherwise challenge any interlocutory judgment and reserves
16 all rights to appeal a Judgment that does not satisfy the requirements of the McCarran
17 Amendment.

18 **1.5 Phased Trials**

19 The Court has divided the trial in this matter into multiple phases, four of which
20 have been tried.

21 Through the Phase 1 trial, the Court determined the geographical boundaries of the
22 area adjudicated in this Action which is defined as the Basin. On November 3, 2006, the Court
23 entered an order determining that issue.

24 Through the Phase 2 trial, the Court determined that all areas within the Basin are
25 hydrologically connected and a single aquifer, and that there is sufficient hydraulic connection
26 between the disputed areas and the rest of the Basin such that the Court must include the disputed
27 areas within the adjudication area. The Court further determined that it would be premature to make
28

any determinations regarding, *inter alia*, claims that portions of the Basin should be treated as a separate area for management purposes. On November 6, 2008, the Court entered its Order after Phase Two Trial on Hydrologic Nature of Antelope Valley.

Through the Phase 3 trial, the Court determined the Basin is in a current state of overdraft and the safe yield is 110,000 acre-feet per Year. The Court found the preponderance of the evidence presented established that setting the safe yield at 110,000 acre-feet per Year will permit management of the Basin in such a way as to preserve the rights of the Parties in accordance with the California Constitution and California law. On July 13, 2011, the Court filed its Statement of Decision.

Through the Phase 4 trial, the Court determined the overall Production occurring in the Basin in calendar Years 2011 and 2012.

1.6 Defaults

Numerous Parties have failed to respond timely, or at all, to the Public Water Suppliers' cross-complaint, as amended, and their defaults have been entered. The Court has given the defaulted Parties notice of this Judgment and Physical Solution, together with the opportunity to be heard regarding this Judgment, and hereby enters default judgments against all such Parties and incorporates those default judgments into this Judgment. Pursuant to such default judgments a defaulted Party has no right to Produce Groundwater from the Basin. All Parties against which a default judgment has been entered are identified on Exhibit 1, attached hereto and incorporated herein by reference.

2. GENERAL ADJUDICATION DOES NOT APPLY TO SURFACE WATER.

Pursuant to California law, surface water use since 1914 has been governed by the Water Code. This Judgment does not apply to surface water as defined in the Water Code and is not intended to interfere with any State permitted or licensed surface water rights or pre-1914 surface water right. The impact of any surface water diversion should be considered as part of the State Water Resources Control Board permitting and licensing process and not as part of this Judgment.

1 **II. DECREE**

2 **3. JURISDICTION, PARTIES, DEFINITIONS.**

3 **3.1 Jurisdiction.** This Action is an *inter se* adjudication of all claims to the
4 rights to Produce Groundwater from the Basin alleged between and among all Parties. This Court
5 has jurisdiction over the subject matter and Parties herein to enter a Judgment declaring and
6 adjudicating the rights to reasonable and beneficial use of water by the Parties in the Action
7 pursuant to Article X, section 2 of the California Constitution.

8 **3.2 Parties.** The Court required that all Persons having or claiming any
9 right, title or interest to the Groundwater within the Basin be notified of the Action. Notice has
10 been given pursuant to the Court's order. All Public Water Suppliers, landowners, Non-Pumper
11 Class and Small Pumper Class members and other Persons having or making claims have been or
12 will be included as Parties to the Action. All named Parties who have not been dismissed have
13 appeared or have been given adequate opportunity to appear.

14 **3.3 Factual and Legal Issues.** The complaints and cross-complaints in the
15 Action frame many legal issues. The Action includes over 4,000 Parties, as well as the members
16 of the Non-Pumper Class and the members of the Small Pumper Class. The Basin's entire
17 Groundwater supply and Groundwater rights, extending over approximately 1390 square miles,
18 have been brought to issue. The numerous Groundwater rights at issue in the case include,
19 without limitation, overlying, appropriative, prescriptive, and federal reserved water rights to
20 Groundwater, rights to return flows from Imported Water, rights to recycled water, rights to
21 stored Imported Water subject to the Watermaster rules and regulations, and rights to utilize the
22 storage space within the Basin. After several months of trial, the Court made findings regarding
23 Basin characteristics and determined the Basin's Safe Yield. The Court's rulings and judgments
24 in this case, including the Safe Yield determination, form the basis for this Judgment.

25 **3.4 Need for a Declaration of Rights and Obligations for a Physical**
26 **Solution.** A Physical Solution for the Basin, based on a declaration of water rights and a formula
27 for allocation of rights and obligations, is necessary to implement the mandate of Article X,
28

1 section 2 of the California Constitution and to protect the Basin and the Parties' rights to the
2 Basin's water resources. The Physical Solution governs Groundwater, Imported Water and Basin
3 storage space, and is intended to ensure that the Basin can continue to support existing and future
4 reasonable and beneficial uses. A Physical Solution requires determining individual Groundwater
5 rights for the Public Water Suppliers, landowners, Non-Pumper Class and Small Pumper Class
6 members, and other Parties within the Basin. The Physical Solution set forth in this Judgment:
7 (1) is a fair and reasonable allocation of Groundwater rights in the Basin after giving due
8 consideration to water rights priorities and the mandate of Article X, section 2 of the California
9 Constitution; (2) provides for a reasonable sharing of Imported Water costs; (3) furthers the
10 mandates of the State Constitution and State water policy; and (4) is a remedy that gives due
11 consideration to applicable common law rights and priorities to use Basin water and storage space
12 without substantially impairing such rights. Combined with water conservation, water
13 reclamation, water transfers, water banking, and improved conveyance and distribution methods
14 within the Basin, present and future Imported Water sources are sufficient both in quantity and
15 quality to assure implementation of a Physical Solution. This Judgment will facilitate water
16 resource planning and development by the Public Water Suppliers and individual water users.

17 **3.5 Definitions.** As used in this Judgment, the following terms shall have the
18 meanings set forth herein:

19 **3.5.1 Action.** The coordinated and consolidated actions included in the
20 Antelope Valley Groundwater Cases, Judicial Council Coordination Proceeding No. 4408, Santa
21 Clara Superior Court Case No. 1-05-CV-049053.

22 **3.5.2 Adjusted Native Safe Yield.** The Native Safe Yield minus (1) the
23 Production Right allocated to the Small Pumper Class under Paragraph 5.1.3, (2) the Federal
24 Reserved Water Right under Paragraph 5.1.4, and (3) the State of California Production Right
25 under Paragraph 5.1.5. The Adjusted Native Safe Yield as of the date of entry of this Judgment is
26 70,686.6 acre-feet per year.

1 **3.5.3 Administrative Assessment.** The amount charged by the
2 Watermaster for the costs incurred by the Watermaster to administer this Judgment.

3 **3.5.4 Annual Period.** The calendar Year.

4 **3.5.5 Antelope Valley United Mutuals Group.** The members of the
5 Antelope Valley United Mutuals Group are Antelope Park Mutual Water Company, Aqua-J
6 Mutual Water Company, Averydale Mutual Water Company, Baxter Mutual Water Company,
7 Bleich Flat Mutual Water Company, Colorado Mutual Water Co., El Dorado Mutual Water
8 Company, Evergreen Mutual Water Company, Land Projects Mutual Water Co., Landale Mutual
9 Water Co., Shadow Acres Mutual Water Company, Sundale Mutual Water Company, Sunnyside
10 Farms Mutual Water Company, Inc., Tierra Bonita Mutual Water Company, West Side Park
11 Mutual Water Co. and White Fence Farms Mutual Water Co., together with the successor(s)-in-
12 interest to any member thereof. Each of the members of the Antelope Valley United Mutuals
13 Group was formed when the owner(s) of the lands that were being developed incorporated the
14 mutual water company and transferred their water rights to the mutual water company in
15 exchange for shares of common stock. The mutual water company owns, operates and maintains
16 the infrastructure for the production, storage, distribution and delivery of water solely to its
17 shareholders. The shareholders of each of these mutual water companies, who are the owners of
18 the real property that is situated within the mutual water company's service area, have the right to
19 have water delivered to their properties, a right appurtenant to their land. [*See, Erwin v. Gage*
20 *Canal Company* (1964) 226 Cal.App.2d 189].

21 **3.5.6 AVEK.** The Antelope Valley–East Kern Water Agency.

22 **3.5.7 Balance Assessment.** The amount of money charged by the
23 Watermaster on all Production Rights, excluding the United States' actual Production, to pay for
24 the costs, not including infrastructure, to purchase, deliver, produce in lieu, or arrange for
25 alternative pumping sources in the Basin.

26 **3.5.8 Basin.** The area adjudicated in this Action as shown on Exhibit 2,
27 attached hereto and incorporated herein by reference, which lies within the boundaries of the line
28

1 labeled “Boundaries of the Adjudicated Area” and described therein. The Basin generally
2 encompasses the Antelope Valley bordered on the West and South by the San Gabriel and
3 Tehachapi Mountains, with the eastern boundary being the Los Angeles-San Bernardino County
4 line, as determined by the Court.

5 **3.5.9 Carry Over.** The right to Produce an unproduced portion of an
6 annual Production Right or a Right to Imported Water Return Flows in a Year subsequent to the
7 Year in which the Production Right or Right to Imported Water Return Flows was originally
8 available.

9 **3.5.10 Conjunctive Use.** A method of operation of a groundwater basin
10 under which Imported Water is used or stored in the Basin in Years when it is available; allowing
11 the Basin to refill, and more Groundwater is Produced in Years when Imported Water is less
12 available.

13 **3.5.11 Defaulting Party.** A Party who failed to file a responsive pleading
14 and against which a default judgment has been entered. A list of Defaulting Parties is attached as
15 Exhibit 1.

16 **3.5.12 Drought Program.** The water management program in effect only
17 during the Rampdown period affecting the operations and Replacement Water Assessments of the
18 participating Public Water Suppliers.

19 **3.5.13 Judgment.** A judgment, consistent with Cal.C.C.P. §§ 577 and
20 1908(a)(1) and 43 U.S.C. § 666, determining all rights to Groundwater in the Basin, establishing
21 a Physical Solution, and resolving all claims in the Action.

22 **3.5.14 Groundwater.** Water beneath the surface of the ground and within
23 the zone of saturation, excluding water flowing through known and definite channels.

24 **3.5.15 Imported Water.** Water brought into the Basin from outside the
25 watershed of the Basin as shown in Exhibit 9.

26 **3.5.16 Imported Water Return Flows.** Imported Water that net
27 augments the Basin Groundwater supply after use.

1 **3.5.17 In Lieu Production.** The amount of Imported Water used by a
2 Producer in a Year instead of Producing an equal amount of that Producer's Production Right.

3 **3.5.18 Material Injury.** Material Injury means impacts to the Basin caused
4 by pumping or storage of Groundwater that:

5 **3.5.18.1** Causes material physical harm to the Basin, any
6 Subarea, or any Producer, Party or Production Right, including, but not limited to, Overdraft,
7 degradation of water quality by introduction of contaminants to the aquifer by a Party and/or
8 transmission of those introduced contaminants through the aquifer, liquefaction, land subsidence and
9 other material physical injury caused by elevated or lowered Groundwater levels. Material physical
10 harm does not include "economic injury" that results from other than direct physical causes, including
11 any adverse effect on water rates, lease rates, or demand for water.

12 **3.5.18.2** If fully mitigated, Material Injury shall no longer be
13 considered to be occurring.

14 **3.5.19 Native Safe Yield.** Naturally occurring Groundwater recharge to
15 the Basin, including "return flows" from pumping naturally occurring recharge, on an average
16 annual basis. Imported Water Return Flows are not included in Native Safe Yield.

17 **3.5.20 New Production.** Any Production of Groundwater from the Basin
18 not of right under this Judgment, as of the date of this Judgment.

19 **3.5.21 Non-Overlying Production Rights.** The rights held by the Parties
20 identified in Exhibit 3, attached hereto and incorporated herein by reference.

21 **3.5.22 Non-Pumper Class.** All private (i.e., non-governmental) Persons
22 and entities that own real property within the Basin, as adjudicated, that are not presently
23 pumping water on their property and did not do so at any time during the five Years preceding
24 January 18, 2006. The Non-Pumper Class includes the successors-in-interest by way of purchase,
25 gift, inheritance, or otherwise of such Non-Pumper Class members' land within the Basin. The
26 Non-Pumper Class excludes (1) all Persons to the extent their properties are connected to a
27 municipal water system, public utility, or mutual water company from which they receive water
28

1 service, (2) all properties that are listed as “improved” by the Los Angeles County or Kern
2 County Assessor's offices, unless the owners of such properties declare under penalty of perjury
3 that they do not pump and have never pumped water on those properties, and (3) those who opted
4 out of the Non-Pumper Class. The Non-Pumper Class does not include landowners who have
5 been individually named under the Public Water Suppliers' cross-complaint, unless such a
6 landowner has opted into such class.

7 **3.5.23 Non-Pumper Class Judgment.** The amended final Judgment that
8 settled the Non-Pumper Class claims against the Public Water Suppliers approved by the Court
9 on September 22, 2011.

10 **3.5.24 Non-Stipulating Party.** Any Party who had not executed a
11 Stipulation for Entry of this Judgment prior to the date of approval of this Judgment by the Court.

12 **3.5.25 Overdraft.** Extractions in excess of the Safe Yield of water from
13 an aquifer, which over time will lead to a depletion of the water supply within a groundwater
14 basin as well as other detrimental effects, if the imbalance between pumping and extraction
15 continues.

16 **3.5.26 Overlying Production Rights.** The rights held by the Parties
17 identified in Exhibit 4, attached hereto and incorporated herein by reference.

18 **3.5.27 Party (Parties).** Any Person(s) that has (have) been named and
19 served or otherwise properly joined, or has (have) become subject to this Judgment and any prior
20 judgments of this Court in this Action and all their respective heirs, successors-in-interest and
21 assigns. For purposes of this Judgment, a “Person” includes any natural person, firm, association,
22 organization, joint venture, partnership, business, trust, corporation, or public entity.

23 **3.5.28 Pre-Rampdown Production.** The reasonable and beneficial use of
24 Groundwater, excluding Imported Water Return Flows, at a time prior to this Judgment, or the
25 Production Right, whichever is greater.

26 **3.5.29 Produce(d).** To pump Groundwater for existing and future
27 reasonable beneficial uses.

1 **3.5.30 Producer(s).** A Party who Produces Groundwater.

2 **3.5.31 Production.** Annual amount of Groundwater Produced, stated in
3 acre-feet of water.

4 **3.5.32 Production Right.** The amount of Native Safe Yield that may be
5 Produced each Year free of any Replacement Water Assessment and Replacement Obligation.
6 The total of the Production Rights decreed in this Judgment equals the Native Safe Yield. A
7 Production Right does not include any right to Imported Water Return Flows pursuant to
8 Paragraph 5.2.

9 **3.5.33 Pro-Rata Increase.** The proportionate increase in the amount of a
10 Production Right, as provided in Paragraph 18.5.10, provided the total of all Production Rights
11 does not exceed the Native Safe Yield.

12 **3.5.34 Pro-Rata Reduction.** The proportionate reduction in the amount
13 of a Production Right, as provided in Paragraph 18.5.10, in order that the total of all Production
14 Rights does not exceed the Native Safe Yield.

15 **3.5.35 Public Water Suppliers.** The Public Water Suppliers are Los
16 Angeles County Waterworks District No. 40, Palmdale Water District, Quartz Hill Water District,
17 Littlerock Creek Irrigation District, California Water Service Company, Desert Lake Community
18 Services District, North Edwards Water District, City of Palmdale, City of Lancaster, Palm Ranch
19 Irrigation District, Rosamond Community Services District, and West Valley County Water
20 District.

21 **3.5.36 Purpose of Use.** The broad categories of type of water use
22 including but not limited to municipal, irrigation, agricultural and industrial uses.

23 **3.5.37 Rampdown.** The period of time for Pre-Rampdown Production to
24 be reduced to the Native Safe Yield in the manner described in this Judgment.

25 **3.5.38 Recycled Water.** Water that, as a result of treatment of waste, is
26 suitable for a direct beneficial use or a controlled use that would not otherwise occur and is
27 therefore considered a valuable resource.

1 **3.5.39 Replacement Obligation.** The obligation of a Producer to pay for
2 Replacement Water for Production of Groundwater from the Basin in any Year in excess of the
3 sum of such Producer's Production Right and Imported Water Return Flows.

4 **3.5.40 Replacement Water.** Water purchased by the Watermaster or
5 otherwise provided to satisfy a Replacement Obligation.

6 **3.5.41 Replacement Water Assessment.** The amount charged by the
7 Watermaster to pay for all costs incurred by the Watermaster related to Replacement Water.

8 **3.5.42 Responsible Party.** The Person designated by a Party as the
9 Person responsible for purposes of filing reports and receiving notices pursuant to the provisions
10 of this Judgment.

11 **3.5.43 Safe Yield.** The amount of annual extractions of water from the
12 Basin over time equal to the amount of water needed to recharge the Groundwater aquifer and
13 maintain it in equilibrium, plus any temporary surplus. [*City of Los Angeles v. City of San*
14 *Fernando* (1975) 14 Cal. 3d 199, 278.]

15 **3.5.44 Small Pumper Class.** All private (i.e., non-governmental)
16 Persons and entities that own real property within the Basin, as adjudicated, and that have been
17 pumping less than 25 acre-feet per Year on their property during any Year from 1946 to the
18 present. The Small Pumper Class excludes the defendants in *Wood v. Los Angeles Co.*
19 *Waterworks Dist. 40, et al.*, any Person, firm, trust, corporation, or other entity in which any such
20 defendants has a controlling interest or which is related to or affiliated with any such defendants,
21 and the representatives, heirs, affiliates, successors-in-interest or assigns of any such excluded
22 party. The Small Pumper Class also excludes all Persons and entities that are shareholders in a
23 mutual water company. The Small Pumper Class does not include those who opted out of the
24 Small Pumper Class.

25 **3.5.45 Small Pumper Class Members.** Individual members of the Small
26 Pumper Class who meet the Small Pumper Class definition, and for purposes of this Judgment
27 and any terms pertaining to water rights, where two or more Small Pumper Class Members reside
28

1 in the same household, they shall be treated as a single Small Pumper Class Member for purposes
2 of determining water rights.

3 **3.5.46 State of California.** As used herein, State of California shall mean
4 the State of California acting by and through the following State agencies, departments and
5 associations: (1) The California Department of Water Resources; (2) The California Department
6 of Parks and Recreation; (3) The California Department of Transportation; (4) The California
7 State Lands Commission; (5) The California Department of Corrections and Rehabilitation; (6)
8 The 50th District Agricultural Association; (7) The California Department of Veteran Affairs; (8)
9 The California Highway Patrol; and, (9) The California Department of Military.

10 **3.5.47 State Water Project.** Water storage and conveyance facilities
11 operated by the State of California Department of Water Resources from which it delivers water
12 diverted from the Feather River and the Sacramento-San Joaquin Delta via the California
13 Aqueduct to public agencies it has contracted with.

14 **3.5.48 Stipulating Party.** Any Party who has executed a Stipulation for
15 Entry of this Judgment prior to the date of approval of this Judgment by the Court.

16 **3.5.49 Stored Water.** Water held in storage in the Basin, as a result of
17 direct spreading or other methods, for subsequent withdrawal and use pursuant to agreement with
18 the Watermaster and as provided for in this Judgment. Stored Water does not include Imported
19 Water Return Flows.

20 **3.5.50 Subareas.** Portions of the Basin, as described in this document,
21 divided for management purposes.

22 **3.5.51 Total Safe Yield.** The amount of Groundwater that may be safely
23 pumped from the Basin on a long-term basis. Total Safe Yield is the sum of the Native Safe
24 Yield plus the Imported Water Return Flows.

25 **3.5.52 Watermaster.** The Person(s) appointed by the Court to administer
26 the provisions of this Judgment.

3.5.53 Watermaster Engineer. The engineering or hydrology expert or

3.5.54 District No. 40. Los Angeles County Waterworks District No. 40.

3.5.55 Year. Calendar year.

4. SAFE YIELD AND OVERDRAFT

4.1 Safe Yield: The Native Safe Yield of the Basin is 82,300 acre-feet per

4.2 Overdraft: In its Phase 3 trial decision, the Court held that the Basin,

5. PRODUCTION RIGHTS

5.1 Allocation of Rights to Native Safe Yield. Consistent with the goals of

5.1.1 Overlying Production Rights. The Parties listed in Exhibit 4, attached hereto and incorporated herein by reference, have Overlying Production Rights. Exhibit 4 sets forth the following for each Overlying Production Right: (1) the Pre-Rampdown Production; (2) the Production Right; and (3) the percentage of the Production from the Adjusted Native Safe Yield.

5.1.1.1 The Parties listed on Exhibit 4 have the right to Produce Groundwater, on an annual basis, up to their Overlying Production Right set forth in Exhibit 4 for each Party. Each Party's Overlying Production Right is subject to the following conditions and limitations:

5.1.1.2 Pursuant to the terms of this Judgment, the Parties listed on Exhibit 4 have the right to Produce their Overlying Production Right for use on land they own or lease and without the need for Watermaster approval.

5.1.1.3 Overlying Production Rights may be transferred pursuant to the provisions of Paragraph 16 of this Judgment.

5.1.1.4 Overlying Production Rights are subject to Pro-Rata Reduction or Increase only pursuant to Paragraph 18.5.10.

5.1.2 Non-Pumper Class Rights. The Non-Pumper Class members claim the right to Produce Groundwater from the Native Safe Yield for reasonable and beneficial uses on their overlying land as provided for in this Judgment. On September 22, 2011, the Court approved the Non-Pumper Class Stipulation of Settlement through an amended final judgment that settled the Non-Pumper Class' claims against the Public Water Suppliers ("Non-Pumper Class Judgment"). A copy of the Non-Pumper Class Judgment and the Non-Pumper Class Stipulation of Settlement are attached for reference only as Appendices A and B. This Judgment is consistent with the Non-Pumper Class Stipulation of Settlement and Judgment. Future Production by a member of the Non-Pumper Class is addressed in the Physical Solution.

5.1.2.1 The Non-Pumper Class members shall have no right to transfer water pursuant to this Judgment.

5.1.3 Small Pumper Class Production Rights. Subject only to the closure of the Small Pumper Class membership, the Small Pumper Class's aggregate Production Right is 3806.4 acre-feet per Year. Allocation of water to the Small Pumper Class is set at an average Small Pumper Class Member amount of 1.2 acre-feet per existing household or parcel based upon the 3172 known Small Pumper Class Member parcels at the time of this Judgment. Any Small Pumper Class Member may Produce up to and including 3 acre-feet per Year per existing household for reasonable and beneficial use on their overlying land, and such Production will not be subject to Replacement Water Assessment. Production by any Small Pumper Class Member above 3 acre-feet per Year per household or parcel will be subject to Replacement Water Assessment, as set forth in this Judgment. Administrative Assessments for unmetered Production by Small Pumper Class Members shall be set based upon the allocation of 1.2 acre-feet per Year per household or parcel, whichever is the case; metered Production shall be assessed in accord with the actual Production. A Small Pumper Class Member who is lawfully, by permit, operating a shared well with an adjoining Small Pumper Class Member, shall have all of the same rights and obligations under this Judgment without regard to the location of the shared well, and such shared use is not considered a prohibited transfer of a pumping right under Paragraph 5.1.3.3.

5.1.3.1 The Production of Small Pumper Class Members of up to 3 acre-feet per Year of Groundwater per household or per parcel for reasonable and beneficial use shall only be subject to reduction if: (1) the reduction is based upon a statistically credible study and analysis of the Small Pumper Class' actual Native Safe Yield Production, as well as the nature of the use of such Native Safe Yield, over at least a three Year period; and (2) the reduction is mandated by Court order after notice to the Small Pumper Class Members affording a reasonable opportunity for the Court to hear any Small Pumper Class Member objections to such reduction, including a determination that Water Code section 106 may apply so as to prevent a reduction.

5.1.3.2 The primary means for monitoring the Small Pumper Class Members' Groundwater use under the Physical Solution will be based on physical inspection by

1 the Watermaster, including the use of aerial photographs and satellite imagery. All Small Pumper
2 Class Members agree to permit the Watermaster to subpoena the electrical meter records
3 associated with their Groundwater wells on an annual basis. Should the Watermaster develop a
4 reasonable belief that a Small Pumper Class Member household is using in excess of 3 acre-feet
5 per Year, the Watermaster may cause to be installed a meter on such Small Pumper Class
6 Member's well at the Small Pumper Class Member's expense.

7 **5.1.3.3** The pumping rights of Small Pumper Class Members are
8 not transferable separately from the parcel of property on which the water is pumped, provided
9 however a Small Pumper Class Member may move their water right to another parcel owned by
10 that Small Pumper Class Member with approval of the Court. If a Small Pumper Class Member
11 parcel is sold, absent a written contract stating otherwise and subject to the provisions of this
12 Judgment, the water right for that Small Pumper Class Member parcel shall transfer to the new
13 owners of that Small Pumper Class Member parcel. The pumping rights of Small Pumper Class
14 Members may not be aggregated for use by a purchaser of more than one Small Pumper Class
15 Member's property.

16 **5.1.3.4** Defaults or default judgments entered against any Small
17 Pumper Class Member who did not opt out of the Small Pumper Class are hereby deemed non-
18 operative and vacated *nunc pro tunc*, but only with respect to their ownership of real property
19 meeting the Small Pumper Class definition.

20 **5.1.3.5** The Small Pumper Class shall be permanently closed to new
21 membership upon issuance by the Court of its order granting final approval of the Small Pumper
22 Class Settlement (the "Class Closure Date"), after the provision of notice to the Class of the Class
23 Closure Date. Any Person or entity that does not meet the Small Pumper Class definition prior to
24 the Class Closure Date is not a Member of the Small Pumper Class. Similarly, any additional
25 household constructed on a Small Pumper Class Member parcel after the Class Closure Date is
26 not entitled to a Production Right as set forth in Paragraphs 5.1.3 and 5.1.3.1.

1 **5.1.3.6** Unknown Small Pumper Class Members are defined as: (1)
2 those Persons or entities that are not identified on the list of known Small Pumper Class Members
3 maintained by class counsel and supervised and controlled by the Court as of the Class Closure
4 Date; and (2) any unidentified households existing on a Small Pumper Class Member parcel prior
5 to the Class Closure Date. Within ten (10) Court days of the Class Closure Date, class counsel
6 for the Small Pumper Class shall publish to the Court website and file with the Court a list of the
7 known Small Pumper Class Members.

8 **5.1.3.7** Given the limited number of additions to the Small Pumper
9 Class during the more than five Years since the initial notice was provided to the Class, the Court
10 finds that the number of potentially unknown Small Pumper Class Members and their associated
11 water use is likely very low, and any Production by unknown Small Pumper Class Members is
12 hereby deemed to be *de minimis* in the context of this Physical Solution and shall not alter the
13 Production Rights decreed in this Judgment. However, whenever the identity of any unknown
14 Small Pumper Class Member becomes known, that Small Pumper Class Member shall be bound
15 by all provisions of this Judgment, including without limitation, the assessment obligations
16 applicable to Small Pumper Class Members.

17 **5.1.3.8** In recognition of his service as class representative, Richard
18 Wood has a Production Right of up to five 5 acre-feet per Year for reasonable and beneficial use
19 on his parcel free of Replacement Water Assessment. This Production Right shall not be
20 transferable and is otherwise subject to the provisions of this Judgment.

21 **5.1.4 Federal Reserved Water Right.** The United States has a right to
22 Produce 7,600 acre-feet per Year from the Native Safe Yield as a Federal Reserved Water Right
23 for use for military purposes at Edwards Air Force Base and Air Force Plant 42. *See Cappaert v.*
24 *United States*, 426 U.S. 128, 138 (1976); *United States v. New Mexico*, 438 U.S. 696, 700 (1978).
25 Maps of the boundaries of Edwards Air Force Base and Plant 42 are attached hereto as Exhibits 6
26 and 7. The United States may Produce any or all of this water at any time for uses consistent with
27 the purposes of its Federal Reserved Water Right. Water uses at Edwards Air Force Base and
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Plant 42 as of the date of this Judgment are consistent with the military purposes of the facilities. The Federal Reserved Water Right to Produce 7,600 acre-feet per Year is not subject to Rampdown or any reduction including Pro-Rata Reduction due to Overdraft.

5.1.4.1 In the event the United States does not Produce its entire 7,600 acre-feet in any given Year, the unused amount in any Year will be allocated to the Non-Overlying Production Rights holders, except for Boron Community Services District and West Valley County Water District, in the following Year, in proportion to Production Rights set forth in Exhibit 3. This Production of unused Federal Reserved Water Right Production does not increase any Non-Overlying Production Right holder's decreed Non-Overlying Production Right amount or percentage, and does not affect the United States' ability to fully Produce its Federal Reserved Water Right as provided in Paragraph 5.1.4 in any subsequent Year. Upon entry of a judgment confirming its Federal Reserved Water Rights consistent with this Judgment, the United States waives any rights under State law to a correlative share of the Groundwater in the Basin underlying Edwards Air Force Base and Air Force Plant 42.

5.1.4.2 The United States is not precluded from acquiring State law based Production Rights in excess of its Federal Reserved Water Right through the acquisition of Production Rights in the Basin.

5.1.5 State of California Production Rights. The State of California shall have a Production Right of 207 acre-feet per Year from the Native Safe Yield and shall have the additional right to Produce Native Safe Yield as set forth in Paragraphs 5.1.5.3 and 5.1.5.4 below. This Production of Native Safe Yield shall not be subject to Pro-Rata Reduction. Any Production by the State of California above 207 acre-feet per Year that is not Produced pursuant to Paragraphs 5.1.5.3 and 5.1.5.4 below shall be subject to Replacement Assessments. All Production by the State of California shall also be subject to the Administrative Assessment and the Balance Assessment except in emergency situations as provided in Paragraph 5.1.5.4.3 below. Any Production of Native Safe Yield pursuant to Paragraphs 5.1.5.3 and 5.1.5.4 below shall not reduce any other Party's Production Rights pursuant to this Judgment.

1 **5.1.5.1** The State of California's Production Right in the amount of
2 207 acre-feet per Year is allocated separately to each of the State agencies, departments, and
3 associations as listed below in Paragraph 5.1.5.2. Notwithstanding the separate allocations, any
4 Production Right, or portion thereof, of one of the State agencies, departments, and associations
5 may be transferred or used by the other State agencies, departments, and associations on parcels
6 within the Basin. This transfer shall be done by agreement between the State agencies,
7 departments, or associations without a Replacement Water Assessment and without the need for
8 Watermaster approval. Prior to the transfer of another State agency, department, or association's
9 Production Right, the State agency, department, or association receiving the ability to use the
10 Production Right shall obtain written consent from the transferor. Further, the State agency,
11 department, or association receiving the Production Right shall notify the Watermaster of the
12 transfer.

13 **5.1.5.2** The Production Rights are allocated as follows and may be
14 exercised by the following nine (9) State agencies:

15 **5.1.5.2.1** The California Department of Water Resources-104
16 acre- feet per Year.

17 **5.1.5.2.2** The California Department of Parks and Recreation-
18 9 acre-feet per Year.

19 **5.1.5.2.3** The California Department of Transportation -47
20 acre-feet per Year.

21 **5.1.5.2.4** The California State Lands Commission-3 acre-feet
22 per Year

23 **5.1.5.2.5** The California Department of Corrections and
24 Rehabilitation-3 acre-feet per Year.

25 **5.1.5.2.6** The 50th District Agricultural Association-32 acre-
26 feet per Year.

5.1.5.2.7 The California Department of Veteran Affairs-3
acre-feet per Year.

5.1.5.2.8 The California Highway Patrol -3 acre- feet per
Year.

5.1.5.2.9 The California Department of Military-3 acre-feet
per Year.

5.1.5.3 If at any time, the amount of water supplied to the State of
California by District No. 40, AVEK, or Rosamond Community Service District is no longer
available or no longer available at reasonable rates to the State of California, the State of
California shall have the additional right to Produce Native Safe Yield to meet its reasonable and
beneficial needs up to 787 acre-feet per Year, the amount provided by District No. 40, AVEK and
Rosamond Community Services District to the State of California in the Year 2013.

5.1.5.4 The following provisions will also apply to each specific
agency listed below:

5.1.5.4.1 California Department of Corrections &
Rehabilitation (CDCR). In addition to its Production Right pursuant to Paragraphs 5.1.5.2.5 and
5.1.5.3, CDCR may also pump Groundwater: (1) to the extent necessary to conduct periodic
maintenance of its well pumping equipment; and (2) as a supplementary source of drinking water
or as an emergency back-up supply as set forth in Water Code section 55338.

5.1.5.4.2 California Department of Water Resources (DWR).
In addition to its Production pursuant to Paragraphs 5.1.5.2.1 and 5.1.5.3 above, DWR may also
pump Native Safe Yield from the area adjacent to and beneath the California Aqueduct and
related facilities at a time and in an amount it determines is reasonably necessary to protect the
physical integrity of the California Aqueduct and related facilities from high Groundwater.
Further, notwithstanding provisions of this Judgment prohibiting the export of Native Safe Yield
from the Basin, DWR may place the Native Safe Yield that it pumps for the protection of the
California Aqueduct into the California Aqueduct, whether or not such Native Safe Yield is

ultimately returned to the Basin. However, DWR and AVEK shall use their best efforts to enter into an agreement allowing AVEK to recapture the Native Safe Yield DWR puts into the California Aqueduct and return it to the Basin.

5.1.5.4.3 Department of Military. The Department of Military may Produce additional Groundwater in an amount necessary to protect and promote public health and safety during an event deemed to be an emergency by the Department of Military pursuant to California Government Code sections 8567 and 8571, and California Military and Veterans Code sections 143 and 146. Such Production shall be free from any assessment, including any Administrative, Balance, or Replacement Water Assessment.

5.1.5.4.4 The California Department of Veterans Affairs. The California Department of Veteran Affairs has begun the expansion and increased occupancy project of the Veterans Home of California – Lancaster facility owned by the State of California by and on behalf of the California Department of Veterans Affairs. The California Department of Veterans Affairs fully expects that it will be able to purchase up to an additional 40 acre-feet per Year for use at this facility from District No. 40.

5.1.6 Non-Overlying Production Rights. The Parties listed in Exhibit 3 have Production Rights in the amounts listed in Exhibit 3. Exhibit 3 is attached hereto, and incorporated herein by reference. Non-Overlying Production Rights are subject to Pro-Rata Reduction or Increase only pursuant to Paragraph 18.5.10.

5.1.7 City of Lancaster. The City of Lancaster ("Lancaster") can Produce up to 500 acre-feet of Groundwater for reasonable and beneficial uses at its National Soccer Complex. Such production shall only be subject to Administrative Assessment and no other assessments. Lancaster will stop Producing Groundwater and will use Recycled Water supplied from District No. 40, when it becomes available, to meet the reasonable and beneficial water uses of the National Soccer Complex. Lancaster may continue to Produce up to 500 acre-feet of Groundwater until Recycled Water becomes available to serve the reasonable and beneficial water uses of the National Soccer Complex. Nothing in this paragraph shall be

1 construed as requiring Lancaster to have any responsibility for constructing, or in any way
2 contributing to the cost of, any infrastructure necessary to deliver Recycled Water to the National
3 Soccer Complex.

4 **5.1.8 Antelope Valley Joint Union High School District.** Antelope
5 Valley Joint Union High School District is a public school entity duly organized and existing
6 under the laws of the State of California. In addition to the amounts allocated to Antelope Valley
7 Joint Union High School District (“AVJUHS”) and pursuant to Exhibit 4, AVJUHS can
8 additionally produce up to 29 acre-feet of Groundwater for reasonable and beneficial uses on its
9 athletic fields and other public spaces. When recycled water becomes available to Quartz Hill
10 High School (located at 6040 West Avenue L, Quartz Hill, CA 93535) which is a site that is part
11 of AVJUHS, at a price equal to or less than the lowest cost of any of the following:

12 Replacement Obligation, Replacement Water, or other water that is delivered to AVJUHS at
13 Quartz Hill High School, AVJUHS will stop producing the 29 acre-feet of Groundwater
14 allocated to it and use recycled water as a replacement to its 29 acre-feet production. AVJUHS
15 retains its production rights and allocation pursuant to Exhibit 4 of this Judgment.

16 **5.1.9 Construction of Solar Power Facilities.** Any Party may Produce
17 Groundwater in excess of its Production Right allocated to it in Exhibit 4 for the purpose of
18 constructing a facility located on land overlying the Basin that will generate, distribute or store
19 solar power through and including December 31, 2016 and shall not be charged a Replacement
20 Water Assessment or incur a Replacement Obligation for such Production in excess of its
21 Production Rights. Any amount of such production in excess of the Production Right through
22 and including December 31, 2016 shall be reasonable to accomplish such construction but shall
23 not exceed 500 acre-feet per Year for all Parties using such water.

24 **5.1.10 Production Rights Claimed by Non-Stipulating Parties.** Any
25 claim to a right to Produce Groundwater from the Basin by a Non-Stipulating Party shall be
26 subject to procedural or legal objection by any Stipulating Party. Should the Court, after taking
27 evidence, rule that a Non-Stipulating Party has a Production Right, the Non-Stipulating Party

1 shall be subject to all provisions of this Judgment, including reduction in Production necessary to
2 implement the Physical Solution and the requirements to pay assessments, but shall not be
3 entitled to benefits provided by Stipulation, including but not limited to Carry Over pursuant to
4 Paragraph 15 and Transfers pursuant to Paragraph 16. If the total Production by Non-Stipulating
5 Parties is less than seven percent (7%) of the Native Safe Yield, such Production will be
6 addressed when Native Safe Yield is reviewed pursuant to Paragraph 18.5.9. If the total
7 Production by Non-Stipulating Parties is greater than seven percent (7%) of the Native Safe
8 Yield, the Watermaster shall determine whether Production by Non-Stipulating Parties would
9 cause Material Injury, in which case the Watermaster shall take action to mitigate the Material
10 Injury, including, but not limited to, imposing a Balance Assessment, provided however, that the
11 Watermaster shall not recommend any changes to the allocations under Exhibits 3 and 4 prior to
12 the redetermination of Native Safe Yield pursuant to Paragraph 18.5.9. In all cases, however,
13 whenever the Watermaster re-determines the Native Safe Yield pursuant to Paragraph 18.5.9, the
14 Watermaster shall take action to prevent Native Safe Yield Production from exceeding the Native
15 Safe Yield on a long-term basis.

16 **5.2 Rights to Imported Water Return Flows.**

17 **5.2.1 Rights to Imported Water Return Flows.** Return Flows from
18 Imported Water used within the Basin which net augment the Basin Groundwater supply are not a
19 part of the Native Safe Yield. Subject to review pursuant to Paragraph 18.5.11, Imported Water
20 Return Flows from Agricultural Imported Water use are 34% and Imported Water Return Flows
21 from Municipal and Industrial Imported Water use are 39% of the amount of Imported Water
22 used.

23 **5.2.2 Water Imported Through AVEK.** The right to Produce Imported
24 Water Return Flows from water imported through AVEK belongs exclusively to the Parties
25 identified on Exhibit 8, attached hereto, and incorporated herein by reference. Each Party shown
26 on Exhibit 8 shall have a right to Produce an amount of Imported Water Return Flows in any
27 Year equal to the applicable percentage multiplied by the average amount of Imported Water used
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1 by that Party within the Basin in the preceding five Year period (not including Imported Stored
2 Water in the Basin). Any Party that uses Imported Water on lands outside the Basin but within the
3 watershed of the Basin shall be entitled to Produce Imported Water Return Flows to the extent
4 such Party establishes to the satisfaction of the Watermaster the amount that its Imported Water
5 Return Flows augment the Basin Groundwater supply. This right shall be in addition to that
6 Party's Overlying or Non-Overlying Production Right. Production of Imported Water Return
7 Flows is not subject to the Replacement Water Assessment. All Imported Water Return Flows
8 from water imported through AVEK and not allocated to Parties identified in Exhibit 8 belong
9 exclusively to AVEK, unless otherwise agreed by AVEK. Notwithstanding the foregoing, Boron
10 Community Services District shall have the right to Produce Imported Water Return Flows, up to
11 78 acre-feet annually, based on the applicable percentage multiplied by the average amount of
12 Imported Water used by Boron Community Services District outside the Basin, but within its
13 service area in the preceding five Year period (not including Imported Stored Water in the Basin)
14 without having to establish that the Imported Water Return Flows augment the Basin
15 Groundwater supply.

16 **5.2.3 Water Not Imported Through AVEK.** After entry of this
17 Judgment, a Party other than AVEK that brings Imported Water into the Basin from a source
18 other than AVEK shall notify the Watermaster each Year quantifying the amount and uses of the
19 Imported Water in the prior Year. The Party bringing such Imported Water into the Basin shall
20 have a right to Produce an amount of Imported Water Return Flows in any Year equal to the
21 applicable percentage set forth above multiplied by the average annual amount of Imported Water
22 used by that Party within the Basin in the preceding five Year period (not including Imported
23 Stored Water in the Basin).

24 **5.3 Rights to Recycled Water.** The owner of a waste water treatment plant
25 operated for the purpose of treating wastes from a sanitary sewer system shall hold the exclusive
26 right to the Recycled Water as against anyone who has supplied the water discharged into the
27 waste water collection and treatment system. At the time of this Judgment those Parties that
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1 produce Recycled Water are Los Angeles County Sanitation Districts No. 14 and No. 20,
2 Rosamond Community Services District, and Edwards Air Force Base. Nothing in this Judgment
3 affects or impairs this ownership or any existing or future agreements for the use of Recycled
4 Water within the Basin.

5 **6. INJUNCTION**

6 **6.1 Injunction Against Unauthorized Production**. Each and every Party, its
7 officers, directors, agents, employees, successors, and assigns, except for the United States, is
8 ENJOINED AND RESTRAINED from Producing Groundwater from the Basin except pursuant
9 to this Judgment. Without waiving or foreclosing any arguments or defenses it might have, the
10 United States agrees that nothing herein prevents or precludes the Watermaster or any Party from
11 seeking to enjoin the United States from Producing water in excess of its 7,600 acre-foot per Year
12 Reserved Water Right if and to the extent the United States has not paid the Replacement
13 Assessments for such excess Production or entered into written consent to the imposition of
14 Replacement Assessments as described in Paragraph 9.2.

15 **6.2 Injunction Re Change in Purpose of Use Without Notice to The**
16 **Watermaster**. Each and every Party, its officers, directors, agents, employees, successors, and
17 assigns, is ENJOINED AND RESTRAINED from changing its Purpose of Use of Groundwater at
18 any time without notifying the Watermaster.

19 **6.3 Injunction Against Unauthorized Capture of Stored Water**. Each and
20 every Party, its officers, directors, agents, employees, successors and assigns, is ENJOINED
21 AND RESTRAINED from claiming any right to Produce the Stored Water that has been
22 recharged in the Basin, except pursuant to a Storage Agreement with the Watermaster, and as
23 allowed by this Judgment, or pursuant to water banking operations in existence and operating at
24 the time of this Judgment as identified in Paragraph 14. This Paragraph does not prohibit Parties
25 from importing water into the Basin for direct use, or from Producing or using Imported Water
26 Return Flows owned by such Parties pursuant to Paragraph 5.2.

1 **6.4 Injunction Against Transportation From Basin.** Except upon further
2 order of the Court, each and every Party, its officers, agents, employees, successors and assigns,
3 is ENJOINED AND RESTRAINED from transporting Groundwater hereafter Produced from the
4 Basin to areas outside the Basin except as provided for by the following. The United States may
5 transport water Produced pursuant to its Federal Reserved Water Right to any portion of Edwards
6 Air Force Base, whether or not the location of use is within the Basin. This injunction does not
7 prevent Saint Andrew's Abbey, Inc., U.S. Borax and Tejon Ranchcorp/Tejon Ranch Company
8 from conducting business operations on lands both inside and outside the Basin boundary, and
9 transporting Groundwater Produced consistent with this Judgment for those operations and for
10 use on those lands outside the Basin and within the watershed of the Basin as shown in Exhibit 9.
11 This injunction also does not apply to any California Aqueduct protection dewatering Produced
12 by the California Department of Water Resources. This injunction does not apply to the recovery
13 and use of stored Imported Water by any Party that stores Imported Water in the Basin pursuant
14 to Paragraph 14 of this Judgment.

15 **6.4.1 Export by Boron and Phelan Piñon Hills Community Services**
16 **Districts.**

17 **6.4.1.1** The injunction does not prevent Boron Community Services
18 District from transporting Groundwater Produced consistent with this Judgment for use outside
19 the Basin, provided such water is delivered within its service area.

20 **6.4.1.2** The injunction does not apply to any Groundwater Produced
21 within the Basin by Phelan Piñon Hills Community Services District and delivered to its service
22 areas, so long as the total Production does not exceed 1,200 acre-feet per Year, such water is
23 available for Production without causing Material Injury, and the District pays a Replacement
24 Water Assessment pursuant to Paragraph 9.2, together with any other costs deemed necessary to
25 protect Production Rights decreed herein, on all water Produced and exported in this manner.

26 **6.5 Continuing Jurisdiction.** The Court retains and reserves full jurisdiction,
27 power and authority for the purpose of enabling the Court, upon a motion of a Party or Parties
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1 noticed in accordance with the notice procedures of Paragraph 20.6 hereof, to make such further
2 or supplemental order or directions as may be necessary or appropriate to interpret, enforce,
3 administer or carry out this Judgment and to provide for such other matters as are not
4 contemplated by this Judgment and which might occur in the future, and which if not provided for
5 would defeat the purpose of this Judgment.

6 **III. PHYSICAL SOLUTION**

7 **7. GENERAL**

8 **7.1 Purpose and Objective.** The Court finds that the Physical Solution
9 incorporated as part of this Judgment: (1) is a fair and equitable basis for satisfaction of all water
10 rights in the Basin; (2) is in furtherance of the State Constitution mandate and the State water
11 policy; and (3) takes into account water rights priorities, applicable public trust interests and the
12 Federal Reserved Water Right. The Court finds that the Physical Solution establishes a legal and
13 practical means for making the maximum reasonable and beneficial use of the waters of the Basin
14 by providing for the long-term Conjunctive Use of all available water in order to meet the
15 reasonable and beneficial use requirements of water users in the Basin. Therefore, the Court
16 adopts, and orders the Parties to comply with this Physical Solution.

17 **7.2 Need For Flexibility.** This Physical Solution must provide flexibility and
18 adaptability to allow the Court to use existing and future technological, social, institutional, and
19 economic options in order to maximize reasonable and beneficial water use in the Basin.

20 **7.3 General Pattern of Operations.** A fundamental premise of the Physical
21 Solution is that all Parties may Produce sufficient water to meet their reasonable and beneficial
22 use requirements in accordance with the terms of this Judgment. To the extent that Production by
23 a Producer exceeds such Producer's right to Produce a portion of the Total Safe Yield as provided
24 in this Judgment, the Producer will pay a Replacement Water Assessment to the Watermaster and
25 the Watermaster will provide Replacement Water to replace such excess production according to
26 the methods set forth in this Judgment.

1 **7.4 Water Rights.** A Physical Solution for the Basin based upon a declaration
2 of water rights and a formula for allocation of rights and obligations is necessary to implement
3 the mandate of Article X, section 2 of the California Constitution. The Physical Solution requires
4 quantifying the Producers' rights within the Basin in a manner which will reasonably allocate the
5 Native Safe Yield and Imported Water Return Flows and which will provide for sharing Imported
6 Water costs. Imported Water sources are or will be available in amounts which, when combined
7 with water conservation, water reclamation, water transfers, and improved conveyance and
8 distribution methods within the Basin, will be sufficient in quantity and quality to assure
9 implementation of the Physical Solution. Sufficient information and data exists to allocate
10 existing water supplies, taking into account water rights priorities, within the Basin and as among
11 the water users. The Physical Solution provides for delivery and equitable distribution of
12 Imported Water to the Basin.

13 **8. RAMPDOWN**

14 **8.1 Installation of Meters.** Within two (2) Years from the entry of this
15 Judgment all Parties other than the Small Pumper Class shall install meters on their wells for
16 monitoring Production. Each Party shall bear the cost of installing its meter(s). Monitoring or
17 metering of Production by the Small Pumper Class shall be at the discretion of the Watermaster,
18 subject to the provisions of Paragraph 5.1.3.2.

19 **8.2 Rampdown Period.** The "Rampdown Period" is seven Years beginning
20 on the January 1 following entry of this Judgment and continuing for the following seven (7)
21 Years.

22 **8.3 Reduction of Production During Rampdown.** During the first two Years
23 of the Rampdown Period no Producer will be subject to a Replacement Water Assessment.
24 During Years three through seven of the Rampdown Period, the amount that each Party may
25 Produce from the Native Safe Yield will be progressively reduced, as necessary, in equal annual
26 increments, from its Pre-Rampdown Production to its Production Right. Except as is determined
27 to be exempt during the Rampdown period pursuant to the Drought Program provided for in
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Paragraph 8.4, any amount Produced over the required reduction shall be subject to Replacement Water Assessment. The Federal Reserved Water Right is not subject to Rampdown.

8.4 Drought Program During Rampdown for Participating Public Water

Suppliers. During the Rampdown period a drought water management program (“Drought Program”) will be implemented by District No. 40, Quartz Hill Water District, Littlerock Creek Irrigation District, California Water Service Company, Desert Lake Community Services District, North Edwards Water District, City of Palmdale, and Palm Ranch Irrigation District, (collectively, "Drought Program Participants"), as follows:

8.4.1 During the Rampdown period, District No. 40 agrees to purchase from AVEK each Year at an amount equal to 70 percent of District No. 40's total annual demand if that amount is available from AVEK at no more than the then current AVEK treated water rate. If that amount is not available from AVEK, District No. 40 will purchase as much water as AVEK makes available to District No. 40 at no more than the then current AVEK treated water rate. Under no circumstances will District No. 40 be obligated to purchase more than 50,000 acre-feet of water annually from AVEK. Nothing in this Paragraph affects AVEK’s water allocation procedures as established by its Board of Directors and AVEK’s Act.

8.4.2 During the Rampdown period, the Drought Program Participants each agree that, in order to minimize the amount of excess Groundwater Production in the Basin, they will use all water made available by AVEK at no more than the then current AVEK treated water rate in any Year in which they Produce Groundwater in excess of their respective rights to Produce Groundwater under this Judgment. During the Rampdown period, no Production by a Drought Program Participant shall be considered excess Groundwater Production exempt from a Replacement Water Assessment under this Drought Program unless a Drought Program Participant has utilized all water supplies available to it including its Production Right to Native Safe Yield, Return Flow rights, unused Production allocation of the Federal Reserved Water Rights, Imported Water, and Production rights previously transferred from another party. Likewise, no Production by a Drought Program Participant will be considered excess

Groundwater Production exempt from a Replacement Water Assessment under this Drought Program in any Year in which the Drought Program Participant has placed water from such sources described in this Paragraph 8.4.2 into storage or has transferred such water to another Person or entity.

8.4.3 During the Rampdown period, the Drought Program Participants will be exempt from the requirement to pay a Replacement Water Assessment for Groundwater Production in excess of their respective rights to Produce Groundwater under this Judgment up to a total of 40,000 acre-feet over the Rampdown Period with a maximum of 20,000 acre-feet in any single Year for District No. 40 and a total of 5,000 acre-feet over the Rampdown Period for all other Drought Program Participants combined. During any Year that excess Groundwater is produced under this Drought Program, all Groundwater Production by the Drought Program Participants will be for the purpose of a direct delivery to customers served within their respective service areas and will not be transferred to other users within the Basin.

8.4.4 Notwithstanding the foregoing, the Drought Program Participants remain subject to the Material Injury limitation as provided in this Judgment.

8.4.5 Notwithstanding the foregoing, the Drought Program Participants remain subject to a Balance Assessment as provided in Paragraph 9.3 of this Judgment.

9. ASSESSMENTS.

9.1 Administrative Assessment. Administrative Assessments to fund the Administrative Budget adopted by the Watermaster shall be levied uniformly on an annual basis against (1) each acre foot of a Party's Production Right as described in Paragraph 5.1, (2) each acre foot of a Party's right to Produce Imported Water Return Flows as determined pursuant to Paragraph 5.2, (3) each acre foot of a Party's Production for which a Replacement Water Assessment has been imposed pursuant to Paragraph 9.2, and (4) during the Rampdown, each acre foot of a Party's Production in excess of (1)-(3), above, excluding Production from Stored Water and/or Carry Over water, except that the United States shall be subject to the Administrative Assessment only on the actual Production of the United States. During the

1 Rampdown the Administrative Assessment shall be no more than five (5) dollars per acre foot, or
2 as ordered by the Court upon petition of the Watermaster. Non-Overlying Production Rights
3 holders using the unused Production allocation of the Federal Reserved Water Right shall be
4 subject to Administrative Assessments on water the Non-Overlying Production Rights holders
5 Produce pursuant to Paragraph 5.1.4.1.

6 **9.2 Replacement Water Assessment.** In order to ensure that each Party may
7 fully exercise its Production Right, there will be a Replacement Water Assessment. Except as is
8 determined to be exempt during the Rampdown period pursuant to the Drought Program provided
9 for in Paragraph 8.4, the Watermaster shall impose the Replacement Water Assessment on any
10 Producer whose Production of Groundwater from the Basin in any Year is in excess of the sum of
11 such Producer's Production Right and Imported Water Return Flow available in that Year,
12 provided that no Replacement Water Assessment shall be imposed on the United States except
13 upon the United States' written consent to such imposition based on the appropriation by
14 Congress, and the apportionment by the Office of Management and Budget, of funds that are
15 available for the purpose of, and sufficient for, paying the United States' Replacement Water
16 Assessment. The Replacement Water Assessment shall not be imposed on the Production of
17 Stored Water, In-Lieu Production or Production of Imported Water Return Flows. The amount of
18 the Replacement Water Assessment shall be the amount of such excess Production multiplied by
19 the cost to the Watermaster of Replacement Water, including any Watermaster spreading costs.
20 All Replacement Water Assessments collected by the Watermaster shall be used to acquire
21 Imported Water from AVEK, Littlerock Creek Irrigation District, Palmdale Water District, or
22 other entities. AVEK shall use its best efforts to acquire as much Imported Water as possible in a
23 timely manner. If the Watermaster encounters delays in acquiring Imported Water which, due to
24 cost increases, results in collected assessment proceeds being insufficient to purchase all Imported
25 Water for which the Assessments were made, the Watermaster shall purchase as much water as
26 the proceeds will allow when the water becomes available. If available Imported Water is
27 insufficient to fully meet the Replacement Water obligations under contracts, the Watermaster

1 shall allocate the Imported Water for delivery to areas on an equitable and practicable basis
2 pursuant to the Watermaster rules and regulations.

3 **9.2.1** The Non-Pumper Class Stipulation of Settlement, executed by its
4 signatories and approved by the Court in the Non-Pumper Class Judgment, specifically provides
5 for imposition of a Replacement Water Assessment on Non-Pumper Class members. This
6 Judgment is consistent with the Non-Pumper Class Stipulation of Settlement and Judgment. The
7 Non-Pumper Class members specifically agreed to pay a replacement assessment if that member
8 produced “more than its annual share” of the Native Safe Yield less the amount of the Federal
9 Reserved Right. (See Appendix B at paragraph V., section D. Replacement Water.) In approving
10 the Non-Pumper Class Stipulation of Settlement this Court specifically held in its Order after
11 Hearing dated November 18, 2010, that “the court determination of physical solution cannot be
12 limited by the Class Settlement.” The Court also held that the Non-Pumper Class Stipulation of
13 Settlement “may not affect parties who are not parties to the settlement.”

14 **9.2.2** Evidence presented to the Court demonstrates that Production by
15 one or more Public Water Suppliers satisfies the elements of prescription and that Production by
16 overlying landowners during portion(s) of the prescriptive period exceeded the Native Safe Yield.
17 At the time of this Judgment the entire Native Safe Yield is being applied to reasonable and
18 beneficial uses in the Basin. Members of the Non-Pumper Class do not and have never Produced
19 Groundwater for reasonable beneficial use as of the date of this Judgment. Pursuant to *Pasadena*
20 *v. Alhambra* (1949) 33 Cal 2d 908, 931-32 and other applicable law, the failure of the Non-
21 Pumper Class members to Produce any Groundwater under the facts here modifies their rights to
22 Produce Groundwater except as provided in this Judgment. Because this is a comprehensive
23 adjudication pursuant to the McCarran Amendment, consistent with the California Supreme Court
24 decisions, including *In Re Waters of Long Valley Creek Stream System* (1979) 25 Cal. 3d 339,
25 this Court makes the following findings: (1) certainty fosters reasonable and beneficial use of
26 water and is called for by the mandate of Article X, section 2; (2) because of this mandate for
27 certainty and in furtherance of the Physical Solution, any New Production, including that by a
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1 member of the Non-Pumper Class must comply with the New Production Application Procedure
2 specified in Paragraph 18.5.13; (3) as of this Judgment no member of the Non-Pumper Class has
3 established a Production Right to the reasonable and beneficial use of Groundwater based on their
4 unexercised claim of right to Produce Groundwater; (4) if in the future a member of the Non-
5 Pumper Class proposes to Produce Groundwater for reasonable and beneficial use, the
6 Watermaster as part of the New Production Application Procedure, has the authority to determine
7 whether such a member has established that the proposed New Production is a reasonable and
8 beneficial use in the context of other existing uses of Groundwater and then-current Basin
9 conditions; and (5) the Watermaster's determinations as to the approval, scope, nature and priority
10 of any New Production is reasonably necessary to the promotion of the State's interest in fostering
11 the most reasonable and beneficial use of its scarce water resources. All provisions of this
12 Judgment regarding the administration, use and enforcement of the Replacement Water
13 Assessment shall apply to each Non-Pumper Class member that Produces Groundwater. Prior to
14 the commencement of Production, each Producing Non-Pumper Class member shall install a
15 meter and report Production to the Watermaster. The Court finds that this Judgment is consistent
16 with the Non-Pumper Stipulation of Settlement and Judgment.

17 **9.3 Balance Assessment.** In order to ensure that after Rampdown each Party
18 may fully exercise its Production Right, there may be a Balance Assessment imposed by the
19 Watermaster. The Balance Assessment shall be assessed on all Production Rights, excluding the
20 United States' actual Production, but including that portion of the Federal Reserved Right
21 Produced by other Parties, in an amount determined by the Watermaster. A Balance Assessment
22 may not be imposed until after the end of the Rampdown. In determining whether to adopt a
23 Balance Assessment, and in what amount, the Watermaster Engineer shall consider current Basin
24 conditions as well as then-current pumping existing after Rampdown exclusive of any
25 consideration of an effect on then-current Basin conditions relating to Production of Groundwater
26 pursuant to the Drought Program which occurred during the Rampdown, and shall only assess a
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Balance Assessment or curtail a Party's Production under section 9.3.4 below, to avoid or mitigate Material Injury that is caused by Production after the completion of the Rampdown.

9.3.1 Any proceeds of the Balance Assessment will be used to purchase, deliver, produce in lieu, or arrange for alternative pumping sources of water in the Basin, but shall not include infrastructure costs.

9.3.2 The Watermaster Engineer shall determine and collect from any Party receiving direct benefit of the Balance Assessment proceeds an amount equal to that Party's avoided Production costs.

9.3.3 The Balance Assessment shall not be used to benefit the United States unless the United States participates in paying the Balance Assessment.

9.3.4 The Watermaster Engineer may curtail the exercise of a Party's Production Right under this Judgment, except the United States' Production, if it is determined necessary to avoid or mitigate a Material Injury to the Basin and provided that the Watermaster provides an equivalent quantity of water to such Party as a substitute water supply, with such water paid for from the Balance Assessment proceeds.

10. SUBAREAS. Subject to modification by the Watermaster the following Subareas are recognized:

10.1 Central Antelope Valley Subarea. The Central Antelope Valley Subarea is the largest of the five Subareas and underlies Rosamond, Quartz Hill, Lancaster, Edwards AFB and much of Palmdale. This Subarea also contains the largest amount of remaining agricultural land use in the Basin. The distinctive geological features of the Central Antelope Valley Subarea are the presence of surficial playa and pluvial lake deposits; the widespread occurrence of thick, older pluvial lake bed deposits; and alluvial deposits from which Groundwater is produced above and below the lake bed deposits. The Central Antelope Valley Subarea is defined to be east of the largely buried ridge of older granitic and tertiary rocks exposed at Antelope Buttes and extending beyond Little Buttes and Tropico Hill. The Central Subarea is defined to be southwest and

1 northeast of the extension of the Buttes Fault, and northwest of an unnamed fault historically
2 identified from Groundwater level differences, as shown on Exhibit 10.

3 **10.2 West Antelope Valley Subarea.** The West Antelope Valley Subarea is
4 the second largest subarea. The area is characterized by a lack of surficial lake bed deposits, and
5 little evidence of widespread subsurface lake beds, and thick alluvial deposits. The Western
6 Antelope Valley Subarea is defined to be south of the Willow Springs-Cottonwood Fault and
7 west of a largely buried ridge of older granitic and tertiary rocks that are exposed at Antelope
8 Buttes and Little Buttes, and continue to Tropico Hill, as shown on Exhibit 10.

9 **10.3 South East Subarea.** The South East Subarea is characterized by granitic
10 buttes to the north, shallow granitic rocks in the southwest, and a lack of lake bed deposits. The
11 South East Subarea is defined to encompass the remainder of the Basin from the unnamed fault
12 between the Central and South East subareas, to the county-line boundary of the Basin. Notably,
13 this area contains Littlerock and Big Rock creeks that emanate from the mountains to the south
14 and discharge onto the valley floor.

15 **10.4 Willow Springs Subarea.** The Willow Springs Subarea is separated from
16 the West Antelope Subarea primarily because the Willow Springs fault shows some signs of
17 recent movement and there is substantial Groundwater hydraulic separation between the two
18 adjacent areas, suggesting that the fault significantly impedes Groundwater flow from the Willow
19 Springs to the lower West Antelope Subarea. Otherwise, the Willow Springs Subarea is
20 comparable in land use to the West Antelope Subarea, with some limited agricultural land use and
21 no municipal development, as shown on Exhibit 10.

22 **10.5 Rogers Lake Subarea.** The Rogers Lake Subarea is characterized by
23 surficial pluvial Lake Thompson and playa deposits, and a narrow, fault-bound, central trough
24 filled with alluvial deposits. The area is divided into north and south subareas on opposite sides
25 of a buried ridge of granite rock in the north lake, as shown on Exhibit 10.

26 **11. INCREASE IN PRODUCTION BY THE UNITED STATES.**
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1 **11.1 Notice of Increase of Production Under Federal Reserved Water**

2 **Right.** After the date of entry of this Judgment, the United States shall provide the Watermaster
3 with at least ninety (90) days advanced notice if Production by the United States is reasonably
4 anticipated to increase more than 200 acre-feet per Year in a following 12 month period.

5 **11.2 Water Substitution to Reduce Production by United States.** The United

6 States agrees that maximizing Imported Water is essential to improving the Basin's health and
7 agrees that its increased demand can be met by either increasing its Production or by accepting
8 deliveries of Imported Water of sufficient quality to meet the purpose of its Federal Reserved
9 Water Right under the conditions provided for herein. Any Party may propose a water
10 substitution or replacement to the United States to secure a reduction in Groundwater Production
11 by the United States. Such an arrangement would be at the United States' sole discretion and
12 subject to applicable federal law, regulations and other requirements. If such a substitution or
13 replacement arrangement is agreed upon, the United States shall reduce Production by the amount
14 of Replacement Water provided to it, and the Party providing such substitution or replacement of
15 water to the United States may Produce a corresponding amount of Native Safe Yield free from
16 Replacement Water Assessment in addition to their Production Right.

17 **12. MOVEMENT OF PUBLIC WATER SUPPLIERS PRODUCTION**
18 **FACILITIES.**

19 **12.1 No Requirement to Move Public Water Suppliers' Production Wells.**

20 One or more of the Public Water Suppliers intend to seek Federal or State legislation to pay for
21 all costs related to moving the Public Water Suppliers Production wells to areas that will reduce
22 the impact of Public Water Supplier Production on the United States' current Production wells.
23 The Public Water Suppliers shall have no responsibility to move any Production wells until
24 Federal or State legislation fully funding the costs of moving the wells is effective or until
25 required to do so by order of this Court which order shall not be considered or made by this Court
26 until the seventeenth (17th) Year after entry of this Judgment. The Court may only make such an
27 order if it finds that the Public Water Supplier Production from those wells is causing Material
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1 Injury. The Court shall not impose the cost of moving the Public Water Supplier Production
2 Facilities on any non-Public Water Supplier Party to this Judgment.

3 **13. FEDERAL APPROVAL.** This Judgment is contingent on final approval by the
4 Department of Justice. Such approval will be sought upon final agreement of the terms of this
5 Judgment by the settling Parties. Nothing in this Judgment shall be interpreted or construed as a
6 commitment or requirement that the United States obligate or pay funds in contravention of the
7 Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law. Nothing in this
8 Judgment, specifically including Paragraphs 9.1, 9.2 and 9.3, shall be construed to deprive any
9 federal official of the authority to revise, amend, or promulgate regulations. Nothing in this
10 Judgment shall be deemed to limit the authority of the executive branch to make
11 recommendations to Congress on any particular piece of legislation. Nothing in this Judgment
12 shall be construed to commit a federal official to expend federal funds not appropriated by
13 Congress. To the extent that the expenditure or advance of any money or the performance of any
14 obligation of the United States under this Judgment is to be funded by appropriation of funds by
15 Congress, the expenditure, advance, or performance shall be contingent upon the appropriation of
16 funds by Congress that are available for this purpose and the apportionment of such funds by the
17 Office of Management and Budget and certification by the appropriate Air Force official that
18 funding is available for this purpose, and an affirmative obligation of the funds for payment made
19 by the appropriate Air Force official. No breach of this Judgment shall result and no liability
20 shall accrue to the United States in the event such funds are not appropriated or apportioned.

21 **14. STORAGE.** All Parties shall have the right to store water in the Basin pursuant to
22 a Storage Agreement with the Watermaster. If Littlerock Creek Irrigation District or Palmdale
23 Water District stores Imported Water in the Basin it shall not export from its service area that
24 Stored Water. AVEK, Littlerock Creek Irrigation District or Palmdale Water District may enter
25 into exchanges of their State Water Project "Table A" Amounts. Nothing in this Judgment limits
26 or modifies operation of preexisting banking projects (including AVEK, District No. 40, Antelope
27 Valley Water Storage LLC, Tejon Ranchcorp and Tejon Ranch Company, Sheep Creek Water
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Co., Rosamond Community Services District and Palmdale Water District) or performance of preexisting exchange agreements of the Parties. The Watermaster shall promptly enter into Storage Agreements with the Parties at their request. The Watermaster shall not enter into Storage Agreements with non-Parties unless such non-Parties become expressly subject to the provisions of this Judgment and the jurisdiction of the Court. Storage Agreements shall expressly preclude operations which will cause a Material Injury on any Producer. If, pursuant to a Storage Agreement, a Party has provided for pre-delivery or post-delivery of Replacement Water for the Party's use, the Watermaster shall credit such water to the Party's Replacement Water Obligation at the Party's request. Any Stored Water that originated as State Water Project water imported by AVEK, Palmdale Water District or Littlerock Creek Irrigation District may be exported from the Basin for use in a portion of the service area of any city or public agency, including State Water Project Contractors, that are Parties to this action at the time of this Judgment and whose service area includes land outside the Basin. AVEK may export any of its Stored State Project Water to any area outside its jurisdictional boundaries and the Basin provided that all water demands within AVEK's jurisdictional boundaries are met. Any Stored Water that originated as other Imported Water may be exported from the Basin, subject to a requirement that the Watermaster make a technical determination of the percentage of the Stored Water that is unrecoverable and that such unrecoverable Stored Water is dedicated to the Basin.

15. CARRY OVER

15.1 In Lieu Production Right Carry Over. Any Producer identified in Paragraph 5.1.1, 5.1.5 and 5.1.6 can utilize In Lieu Production by purchasing Imported Water and foregoing Production of a corresponding amount of the annual Production of Native Safe Yield provided for in Paragraph 5 herein. In Lieu Production must result in a net reduction of annual Production from the Native Safe Yield in order to be entitled to the corresponding Carry Over benefits under this paragraph. In Lieu Production does not make additional water from the Native Safe Yield available to any other Producer. If a Producer foregoes pumping and uses Imported Water In Lieu of Production, the Producer may Carry Over its right to the unproduced portion of

its Production Right for up to ten (10) Years. A Producer must Produce its full current Year's Production Right before any Carry Over water is Produced. Carry Over water will be Produced on a first-in, first-out basis. At the end of the Carry Over period, the Producer may enter into a Storage Agreement with the Watermaster to store unproduced portions, subject to terms and conditions in the Watermaster's discretion. Any such Storage Agreements shall expressly preclude operations, including the rate and amount of extraction, which will cause a Material Injury to another Producer or Party, any subarea or the Basin. If not converted to a Storage Agreement, Carry Over water not Produced by the end of the tenth Year reverts to the benefit of the Basin and the Producer no longer has a right to the Carry Over water. The Producer may transfer any Carry Over water or Carry Over water stored pursuant to a Storage Agreement.

15.2 Imported Water Return Flow Carry Over. If a Producer identified in Paragraph 5.1.1, 5.1.5 and 5.1.6 fails to Produce its full amount of Imported Water Return Flows in the Year following the Year in which the Imported Water was brought into the Basin, the Producer may Carry Over its right to the unproduced portion of its Imported Water Return Flows for up to ten (10) Years. A Producer must Produce its full Production Right before any Carry Over water, or any other water, is Produced. Carry Over water will be Produced on a first-in, first-out basis. At the end of the Carry Over period, the Producer may enter into a Storage Agreement with the Watermaster to store unproduced portions, subject to terms and conditions in the Watermaster's discretion. Any such Storage Agreements shall expressly preclude operations, including the rate and amount of extraction, which will cause a Material Injury to another Producer or Party, any subarea or the Basin. If not converted to a Storage Agreement, Carry Over water not Produced by the end of the tenth Year reverts to the benefit of the Basin and the Producer no longer has a right to the Carry Over water. The Producer may transfer any Carry Over water or Carry Over water stored pursuant to a Storage Agreement.

15.3 Production Right Carry Over. If a Producer identified in Paragraph 5.1.1, 5.1.5 and 5.1.6 fails to Produce its full Production Right in any Year, the Producer may Carry Over its right to the unproduced portion of its Production Right for up to ten (10) Years. A

1 Producer must Produce its full Production Right before any Carry Over water, or any other water,
2 is Produced. Carry Over water will be Produced on a first-in, first-out basis. At the end of the
3 Carry Over period, the Producer may enter into a Storage Agreement with the Watermaster to
4 store unproduced portions, subject to terms and conditions in the Watermaster's discretion. Any
5 such Storage Agreements shall expressly preclude operations, including the rate and amount of
6 extraction, which will cause a Material Injury to another Producer or Party, any subarea or the
7 Basin. If not converted to a Storage Agreement, Carry Over water not Produced by the end of the
8 tenth Year reverts to the benefit of the Basin and the Producer no longer has a right to the Carry
9 Over water. The Producer may transfer any Carry Over water or Carry Over water stored
10 pursuant to a Storage Agreement.

11 **16. TRANSFERS.**

12 **16.1 When Transfers are Permitted.** Pursuant to terms and conditions to be
13 set forth in the Watermaster rules and regulations, and except as otherwise provided in this
14 Judgment, Parties may transfer all or any portion of their Production Right to another Party so
15 long as such transfer does not cause Material Injury. All transfers are subject to hydrologic
16 review by the Watermaster Engineer.

17 **16.2 Transfers to Non-Overlying Production Right Holders.** Overlying
18 Production Rights that are transferred to Non-Overlying Production Right holders shall remain on
19 Exhibit 4 and be subject to adjustment as provided in Paragraph 18.5.10, but may be used
20 anywhere in the transferee's service area.

21 **16.3 Limitation on Transfers of Water by Antelope Valley United Mutuals**
22 **Group.** After the date of this Judgment, any Overlying Production Rights pursuant to Paragraph
23 5.1.1, rights to Imported Water Return Flows pursuant to Paragraph 5.2, rights to Recycled Water
24 pursuant to Paragraph 5.3 and Carry Over water pursuant to Paragraph 15 (including any water
25 banked pursuant to a Storage Agreement with the Watermaster) that are at any time held by any
26 member of the Antelope Valley United Mutuals Group may only be transferred to or amongst
27 other members of the Antelope Valley United Mutuals Group, except as provided in Paragraph
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16.3.1. Transfers amongst members of the Antelope Valley United Mutuals Group shall be separately reported in the Annual Report of the Watermaster pursuant to Paragraphs 18.4.8 and 18.5.17. Transfers amongst members of the Antelope Valley United Mutuals Group shall not be deemed to constitute an abandonment of any member's non-transferred rights.

16.3.1 Nothing in Paragraph 16.3 shall prevent Antelope Valley United Mutuals Group members from transferring Overlying Production Rights to Public Water Suppliers who assume service of an Antelope Valley United Mutuals Group member's shareholders.

16.4 Notwithstanding section 16.1, the Production Right of Boron Community Services District shall not be transferable. If and when Boron Community Services District permanently ceases all Production of Groundwater from the Basin, its Production Right shall be allocated to the other holders of Non-Overlying Production Rights, except for West Valley County Water District, in proportion to those rights.

17. CHANGES IN POINT OF EXTRACTION AND NEW WELLS. Parties may change the point of extraction for any Production Right to another point of extraction so long as such change of the point of extraction does not cause Material Injury. A replacement well for an existing point of extraction which is located within 300 feet of a Party's existing well shall not be considered a change in point of extraction.

17.1 Notice of New Well. Any Party seeking to construct a new well in order to change the point of extraction for any Production Right to another point of extraction shall notify the Watermaster at least 90 days in advance of drilling any well of the location of the new point of extraction and the intended place of use of the water Produced.

17.2 Change in Point of Extraction by the United States. The point(s) of extraction for the Federal Reserved Water Right may be changed, at the sole discretion of the United States, and not subject to the preceding limitation on Material Injury, to any point or points within the boundaries of Edwards Air Force Base or Plant 42. The point(s) of extraction for the Federal Reserved Water Right may be changed to points outside the boundaries of

1 Edwards Air Force Base or Plant 42, provided such change in the point of extraction does not
2 cause Material Injury. In exercising its discretion under this Paragraph 17.2, the United States
3 shall consider information in its possession regarding the effect of Production from the intended
4 new point of extraction on the Basin, and on other Producers. Any such change in point(s) of
5 extraction shall be at the expense of the United States. Nothing in this Paragraph is intended to
6 waive any monetary claim(s) another Party may have against the United States in federal court
7 based upon any change in point of extraction by the United States.

8 **18. WATERMASTER**

9 **18.1 Appointment of Initial Watermaster.**

10 **18.1.1** Appointment and Composition: The Court hereby appoints a
11 Watermaster. The Watermaster shall be a five (5) member board composed of one representative
12 each from AVEK and District No. 40, a second Public Water Supplier representative selected by
13 District No. 40, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation
14 District, California Water Service Company, Desert Lake Community Services District, North
15 Edwards Water District, City of Palmdale, City of Lancaster, Palm Ranch Irrigation District, and
16 Rosamond Community Services District, and two (2) landowner Parties, exclusive of public
17 agencies and members of the Non-Pumper and Small Pumper Classes, selected by majority vote
18 of the landowners identified on Exhibit 4 (or their successors in interest) based on their
19 proportionate share of the total Production Rights identified in Exhibit 4. The United States may
20 also appoint a non-voting Department of Defense (DoD) Liaison to the Watermaster committee to
21 represent DoD interests. Participation by the DoD Liaison shall be governed by Joint Ethics
22 Regulation 3-201. The opinions or actions of the DoD liaison in participating in or contributing
23 to Watermaster proceedings cannot bind DoD or any of its components.

24 **18.1.2** Voting Protocol for Watermaster Actions:

25 **18.1.2.1** The Watermaster shall make decisions by unanimous vote
26 for the purpose of selecting or dismissing the Watermaster Engineer.
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1 **18.1.2.2** The Watermaster shall determine by unanimous vote, after
2 consultation with the Watermaster Engineer, the types of decisions that shall require unanimous
3 vote and those that shall require only a simple majority vote.

4 **18.1.2.3** All decisions of the Watermaster, other than those
5 specifically designated as being subject to a simple majority vote, shall be by a unanimous vote.

6 **18.1.2.4** All board members must be present to make any decision
7 requiring a unanimous vote.

8 **18.1.3** In carrying out this appointment, the Watermaster shall segregate
9 and separately exercise in all respects the Watermaster powers delegated by the Court under this
10 Judgment. All funds received, held, and disbursed by the Watermaster shall be by way of
11 separate Watermaster accounts, subject to separate accounting and auditing. Meetings and
12 hearings held by the Watermaster shall be noticed and conducted separately.

13 **18.1.4** Pursuant to duly adopted Watermaster rules, Watermaster staff and
14 administrative functions may be accomplished by AVEK, subject to strict time and cost
15 accounting principles so that this Judgment does not subsidize, and is not subsidized by AVEK.

16 **18.2 Standard of Performance.** The Watermaster shall carry out its duties,
17 powers and responsibilities in an impartial manner without favor or prejudice to any Subarea,
18 Producer, Party, or Purpose of Use.

19 **18.3 Removal of Watermaster.** The Court retains and reserves full
20 jurisdiction, power, and authority to remove any Watermaster for good cause and substitute a new
21 Watermaster in its place, upon its own motion or upon motion of any Party in accordance with the
22 notice and hearing procedures set forth in Paragraph 20.6. The Court shall find good cause for
23 the removal of a Watermaster upon a showing that the Watermaster has: (1) failed to exercise its
24 powers or perform its duties; (2) performed its powers in a biased manner; or (3) otherwise failed
25 to act in the manner consistent with the provisions set forth in this Judgment or subsequent order
26 of the Court.

1 **18.4 Powers and Duties of the Watermaster.** Subject to the continuing
2 supervision and control of the Court, the Watermaster shall have and may exercise the following
3 express powers and duties, together with any specific powers and duties set forth elsewhere in
4 this Judgment or ordered by the Court:

5 **18.4.1 Selection of the Watermaster Engineer.** The Watermaster shall
6 select the Watermaster Engineer with the advice of the Advisory Committee described in
7 Paragraph 19.

8 **18.4.2 Adoption of Rules and Regulations.** The Court may adopt
9 appropriate rules and regulations prepared by the Watermaster Engineer and proposed by the
10 Watermaster for conduct pursuant to this Judgment. Before proposing rules and regulations, the
11 Watermaster shall hold a public hearing. Thirty (30) days prior to the date of the hearing, the
12 Watermaster shall send to all Parties notice of the hearing and a copy of the proposed rules and
13 regulations or amendments thereto. All Watermaster rules and regulations, and any amendments
14 to the Watermaster rules and regulations, shall be consistent with this Judgment and are subject to
15 approval by the Court, for cause shown, after consideration of the objections of any Party.

16 **18.4.3 Employment of Experts and Agents.** The Watermaster may
17 employ such administrative personnel, engineering, legal, accounting, or other specialty services,
18 and consulting assistants as appropriate in carrying out the terms of this Judgment.

19 **18.4.4 Notice List.** The Watermaster shall maintain a current list of
20 Parties to receive notice. The Parties have an affirmative obligation to provide the Watermaster
21 with their current contact information. For Small Pumper Class Members, the Watermaster shall
22 initially use the contact information contained in the list of Small Pumper Class members filed
23 with the Court by class counsel.

24 **18.4.5 Annual Administrative Budget.** The Watermaster shall prepare a
25 proposed administrative budget for each Year. The Watermaster shall hold a public hearing
26 regarding the proposed administrative budget and adopt an administrative budget. The
27 administrative budget shall set forth budgeted items and Administrative Assessments in sufficient
28

1 detail to show the allocation of the expense among the Producers. Following the adoption of the
2 budget, the Watermaster may make expenditures within budgeted items in the exercise of powers
3 herein granted, as a matter of course.

4 **18.4.6 Investment of Funds.** The Watermaster may hold and invest any
5 funds in investments authorized from time to time for public agencies in the State of California.
6 All funds shall be held in separate accounts and not comingled with the Watermaster's personal
7 funds.

8 **18.4.7 Borrowing.** The Watermaster may borrow in anticipation of
9 receipt of proceeds from any assessments authorized in Paragraph 9 in an amount not to exceed
10 the annual amount of assessments.

11 **18.4.8 Transfers.** On an annual basis, the Watermaster shall prepare and
12 maintain a report or record of any transfer of Production Rights among Parties. Upon reasonable
13 request, the Watermaster shall make such report or record available for inspection by any Party.
14 A report or records of transfer of Production Rights under this Paragraph shall be considered a
15 ministerial act.

16 **18.4.9 New Production Applications.** The Watermaster shall consider
17 and determine whether to approve applications for New Production after consideration of the
18 recommendation of the Watermaster Engineer.

19 **18.4.10 Unauthorized Actions.** The Watermaster shall bring such action
20 or motion as is necessary to enjoin any conduct prohibited by this Judgment.

21 **18.4.11 Meetings and Records.** Watermaster shall provide notice of and
22 conduct all meetings and hearings in a manner consistent with the standards and timetables set
23 forth in the Ralph M. Brown Act, Government Code sections 54950, et seq. Watermaster shall
24 make its files and records available to any Person consistent with the standards and timetables set
25 forth in the Public Records Act, Government Code sections 6200, et seq.

26 **18.4.12 Assessment Procedure.** Each Party hereto is ordered to pay the
27 assessments authorized in Paragraph 9 of this Judgment, which shall be levied and collected in
28

24 **18.5.1 Monitoring of Safe Yield.** The Watermaster Engineer shall
25 monitor all the Safe Yield components and include them in the annual report for Court approval.
26 The annual report shall include all relevant data for the Basin.

1 **18.5.2 Reduction in Groundwater Production.** The Watermaster
2 Engineer shall ensure that reductions of Groundwater Production to the Native Safe Yield
3 (Rampdown) take place pursuant to the terms of this Judgment and any orders by the Court.

4 **18.5.3 Determination of Replacement Obligations.** The Watermaster
5 Engineer shall determine Replacement Obligations for each Producer, pursuant to the terms of
6 this Judgment.

7 **18.5.4 Balance Obligations.** The Watermaster Engineer shall determine
8 Balance Assessment obligations for each Producer pursuant to the terms of this Judgment. In
9 addition, the Watermaster Engineer shall determine the amount of water derived from the Balance
10 Assessment that shall be allocated to any Producer to enable that Producer to fully exercise its
11 Production Right.

12 **18.5.5 Measuring Devices, Etc.** The Watermaster Engineer shall
13 propose, and the Watermaster shall adopt and maintain, rules and regulations regarding
14 determination of Production amounts and installation of individual water meters. The rules and
15 regulations shall set forth approved devices or methods to measure or estimate Production.
16 Producers who meter Production on the date of entry of this Judgment shall continue to meter
17 Production. The Watermaster rules and regulations shall require Producers who do not meter
18 Production on the effective date of entry of this Judgment, except the Small Pumper Class, to
19 install water meters within two Years.

20 **18.5.6 Hydrologic Data Collection.** The Watermaster Engineer shall (1)
21 operate, and maintain such wells, measuring devices, and/or meters necessary to monitor stream
22 flow, precipitation, Groundwater levels, and Basin Subareas, and (2) to obtain such other data as
23 may be necessary to carry out this Judgment.

24 **18.5.7 Purchases of and Recharge with Replacement Water.** To the
25 extent Imported Water is available, the Watermaster Engineer shall use Replacement Water
26 Assessment proceeds to purchase Replacement Water, and deliver such water to the area deemed
27 most appropriate as soon as practicable. The Watermaster Engineer may pre-purchase
28

1 Replacement Water and apply subsequent assessments towards the costs of such pre-purchases.
2 The Watermaster Engineer shall reasonably and equitably actively manage the Basin to protect
3 and enhance the health of the Basin.

4 **18.5.8 Water Quality.** The Watermaster Engineer shall take all
5 reasonable steps to assist and encourage appropriate regulatory agencies to enforce reasonable
6 water quality regulations affecting the Basin, including regulation of solid and liquid waste
7 disposal, and establishing Memorandums of Understanding with Kern and Los Angeles Counties
8 regarding well drilling ordinances and reporting.

9 **18.5.9 Native Safe Yield.** Ten (10) Years following the end of the seven
10 Year Rampdown period, in the seventeenth (17th) Year, or any time thereafter, the Watermaster
11 Engineer may recommend to the Court an increase or reduction of the Native Safe Yield. The
12 Watermaster Engineer shall initiate no recommendation to change Native Safe Yield prior to the
13 end of the seventeenth (17th) Year. In the event the Watermaster Engineer recommends in its
14 report to the Court that the Native Safe Yield be revised based on the best available science, the
15 Court shall conduct a hearing regarding the recommendations and may order a change in Native
16 Safe Yield. Watermaster shall give notice of the hearing pursuant to Paragraph 20.3.2. The most
17 recent Native Safe Yield shall remain in effect until revised by Court order according to this
18 paragraph. If the Court approves a reduction in the Native Safe Yield, it shall impose a Pro-Rata
19 Reduction as set forth herein, such reduction to be implemented over a seven (7) Year period. If
20 the Court approves an increase in the Native Safe Yield, it shall impose a Pro-Rata Increase as set
21 forth herein, such increase to be implemented immediately. Only the Court can change the
22 Native Safe Yield.

23 **18.5.10 Change in Production Rights in Response to Change in Native**
24 **Safe Yield.** In the event the Court changes the Native Safe Yield pursuant to Paragraph 18.5.9,
25 the increase or decrease will be allocated among the Producers in the agreed percentages listed in
26 Exhibits 3 and 4, except that the Federal Reserved Water Right of the United States is not subject
27 to any increase or decrease.

18.5.11 Review of Calculation of Imported Water Return Flow

Percentages. Ten (10) Years following the end of the Rampdown, in the seventeenth (17th) Year, or any time thereafter, the Watermaster Engineer may recommend to the Court an increase or decrease of Imported Water Return Flow percentages. The Watermaster Engineer shall initiate no recommendation to change Imported Water Return Flow percentages prior to end of the seventeenth (17th) Year. In the event the Watermaster Engineer recommends in its report to the Court that Imported Water Return Flow percentages for the Basin may need to be revised based on the best available science, the Court shall conduct a hearing regarding the recommendations and may order a change in Imported Water Return Flow percentages. Watermaster shall give notice of the hearing pursuant to Paragraph 20.6. The Imported Water Return Flow percentages set forth in Paragraph 5.2 shall remain in effect unless revised by Court order according to this Paragraph. If the Court approves a reduction in the Imported Water Return Flow percentages, such reduction shall be implemented over a seven (7) Year period. Only the Court can change the Imported Water Return Flow percentages.

18.5.12 Production Reports. The Watermaster Engineer shall require each Producer, other than unmetered Small Pumper Class Members, to file an annual Production report with the Watermaster. Producers shall prepare the Production reports in a form prescribed by the rules and regulations. The Production reports shall state the total Production for the reporting Party, including Production per well, rounded off to the nearest tenth of an acre foot for each reporting period. The Production reports shall include such additional information and supporting documentation as the rules and regulations may reasonably require.

18.5.13 New Production Application Procedure. The Watermaster Engineer shall determine whether a Party or Person seeking to commence New Production has established the reasonableness of the New Production in the context of all other uses of Groundwater in the Basin at the time of the application, including whether all of the Native Safe Yield is then currently being used reasonably and beneficially. Considering common law water rights and priorities, the mandate of certainty in Article X, section 2, and all other relevant

factors, the Watermaster Engineer has authority to recommend that the application for New Production be denied, or approved on condition of payment of a Replacement Water Assessment. The Watermaster Engineer shall consider, investigate and recommend to the Watermaster whether an application to commence New Production of Groundwater may be approved as follows:

18.5.13.1 All Parties or Person(s) seeking approval from the Watermaster to commence New Production of Groundwater shall submit a written application to the Watermaster Engineer which shall include the following:

18.5.13.1.1 Payment of an application fee sufficient to recover all costs of application review, field investigation, reporting, and hearing, and other associated costs, incurred by the Watermaster and Watermaster Engineer in processing the application for New Production;

18.5.13.1.2 Written summary describing the proposed quantity, sources of supply, season of use, Purpose of Use, place of use, manner of delivery, and other pertinent information regarding the New Production;

18.5.13.1.3 Maps identifying the location of the proposed New Production, including Basin Subarea;

18.5.13.1.4 Copy of any water well permits, specifications and well-log reports, pump specifications and testing results, and water meter specifications associated with the New Production;

18.5.13.1.5 Written confirmation that the applicant has obtained all applicable Federal, State, County, and local land use entitlements and other permits necessary to commence the New Production;

18.5.13.1.6 Written confirmation that the applicant has complied with all applicable Federal, State, County, and local laws, rules and regulations, including but not limited to, the California Environmental Quality Act (Public Resources Code §§ 21000, et. seq.);

1 **18.5.13.1.7** Preparation of a water conservation plan, approved
2 and stamped by a California licensed and registered professional civil engineer, demonstrating
3 that the New Production will be designed, constructed and implemented consistent with
4 California best water management practices.

5 **18.5.13.1.8** Preparation of an analysis of the economic impact of
6 the New Production on the Basin and other Producers in the Subarea of the Basin;

7 **18.5.13.1.9** Preparation of an analysis of the physical impact of
8 the New Production on the Basin and other Producers in the Subarea of the Basin;

9 **18.5.13.1.10** A written statement, signed by a California licensed
10 and registered professional civil engineer, determining that the New Production will not cause
11 Material Injury;

12 **18.5.13.1.11** Written confirmation that the applicant agrees to pay
13 the applicable Replacement Water Assessment for any New Production.

14 **18.5.13.1.12** Other pertinent information which the Watermaster
15 Engineer may require.

16 **18.5.13.2 Finding of No Material Injury.** The Watermaster Engineer
17 shall not make recommendation for approval of an application to commence New Production of
18 Groundwater unless the Watermaster Engineer finds, after considering all the facts and
19 circumstances including any requirement that the applicant pay a Replacement Water Assessment
20 required by this Judgment or determined by the Watermaster Engineer to be required under the
21 circumstances, that such New Production will not cause Material Injury. If the New Production is
22 limited to domestic use for one single-family household, the Watermaster Engineer has the
23 authority to determine the New Production to be *de minimis* and waive payment of a Replacement
24 Water Assessment; *provided*, the right to Produce such *de minimis* Groundwater is not
25 transferable, and shall not alter the Production Rights decreed in this Judgment.

1 **18.5.13.3 New Production.** No Party or Person shall commence New
2 Production of Groundwater from the Basin absent recommendation by the Watermaster Engineer
3 and approval by the Watermaster.

4 **18.5.13.4 Court Review.** Court review of a Watermaster decision on
5 a New Production application shall be pursuant to Paragraph 20.3.

6 **18.5.14 Storage Agreements.** The Watermaster shall adopt uniformly
7 applicable rules for Storage Agreements. The Watermaster Engineer shall calculate additions,
8 extractions and losses of water stored under Storage Agreements and maintain an Annual account
9 of all such water. Accounting done by the Watermaster Engineer under this Paragraph shall be
10 considered ministerial.

11 **18.5.15 Diversion of Storm Flow.** No Party may undertake or cause the
12 construction of any project within the Watershed of the Basin that will reduce the amount of
13 storm flows that would otherwise enter the Basin and contribute to the Native Safe Yield, without
14 prior notification to the Watermaster Engineer. The Watermaster Engineer may seek an
15 injunction or to otherwise impose restrictions or limitations on such project in order to prevent
16 reduction to Native Safe Yield. The Party sought to be enjoined or otherwise restricted or limited
17 is entitled to notice and an opportunity for the Party to respond prior to the imposition of any
18 restriction or limitation. Any Person may take emergency action as may be necessary to protect
19 the physical safety of its residents and personnel and its structures from flooding. Any such
20 action shall be done in a manner that will minimize any reduction in the quantity of Storm Flows.

21 **18.5.16 Data, Estimates and Procedures.** The Watermaster Engineer
22 shall rely on and use the best available science, records and data to support the implementation of
23 this Judgment. Where actual records of data are not available, the Watermaster Engineer shall
24 rely on and use sound scientific and engineering estimates. The Watermaster Engineer may use
25 preliminary records of measurements, and, if revisions are subsequently made, may reflect such
26 revisions in subsequent accounting.

1 **18.5.17 Filing of Annual Report.** The Watermaster Engineer shall prepare
2 an Annual Report for filing with the Court not later than April 1 of each Year, beginning April 1
3 following the first full Year after entry of this Judgment. Prior to filing the Annual Report with
4 the Court, Watermaster shall notify all Parties that a draft of the Annual Report is available for
5 review by the Parties. Watermaster shall provide notice to all Parties of a public hearing to
6 receive comments and recommendations for changes in the Annual Report. The public hearing
7 shall be conducted pursuant to rules and regulations promulgated by the Watermaster. The notice
8 of public hearing may include such summary of the draft Annual Report as Watermaster may
9 deem appropriate. Watermaster shall distribute the Annual Report to any Parties requesting
10 copies.

11 **18.5.18 Annual Report to Court.** The Annual Report shall include an
12 Annual fiscal report of the preceding Year's operation; details regarding the operation of each of
13 the Subareas; an audit of all Assessments and expenditures; and a review of Watermaster
14 activities. The Annual Report shall include a compilation of at least the following:

- 15 **18.5.18.1 Replacement Obligations;**
- 16 **18.5.18.2 Hydrologic Data Collection;**
- 17 **18.5.18.3 Purchase and Recharge of Imported Water;**
- 18 **18.5.18.4 Notice List;**
- 19 **18.5.18.5 New Production Applications**
- 20 **18.5.18.6 Rules and Regulations;**
- 21 **18.5.18.7 Measuring Devices, etc;**
- 22 **18.5.18.8 Storage Agreements;**
- 23 **18.5.18.9 Annual Administrative Budget;**
- 24 **18.5.18.10 Transfers;**
- 25 **18.5.18.11 Production Reports;**
- 26 **18.5.18.12 Prior Year Report;**
- 27 **18.5.18.13 Amount of Stored Water owned by each Party;**

- 1 **18.5.18.14** Amount of Stored Imported Water owned by each Party;
 2 **18.5.18.15** Amount of unused Imported Water Return Flows owned by
 3 each Party;
 4 **18.5.18.16** Amount of Carry Over Water owned by each Party;
 5 **18.5.18.17** All changes in use.

6 **18.6 Recommendations of the Watermaster Engineer.** Unless otherwise
 7 determined pursuant to Paragraph 18.1.2.2, all recommendations of the Watermaster Engineer
 8 must be approved by unanimous vote of all members of the Watermaster. If there is not
 9 unanimous vote among Watermaster members, Watermaster Engineer recommendations must be
 10 presented to the Court for action and implementation.

11 **18.7 Interim Approvals by the Court.** Until the Court approves rules and
 12 regulations proposed by the Watermaster, the Court, upon noticed motion, may take or approve
 13 any actions that the Watermaster or the Watermaster Engineer otherwise would be authorized to
 14 take or approve under this Judgment.

15 **19. ADVISORY COMMITTEE**

16 **19.1 Authorization.** The Producers are authorized and directed to cause a
 17 committee of Producer representatives to be organized and to act as an Advisory Committee.

18 **19.2 Compensation.** The Advisory Committee members shall serve without
 19 compensation.

20 **19.3 Powers and Functions.** The Advisory Committee shall act in an advisory
 21 capacity only and shall have the duty to study, review, and make recommendations on all
 22 discretionary determinations by Watermaster. Parties shall only provide input to the Watermaster
 23 through the Advisory Committee.

24 **19.4 Advisory Committee Meetings.** The Advisory Committee shall 1) meet
 25 on a regular basis; 2) review Watermaster's activities pursuant to this Judgment on at least a
 26 semi-annual basis; and 3) receive and make advisory recommendations to Watermaster.
 27 Advisory Committee Meetings shall be open to all members of the public. Edwards Air Force
 28

Base and the State of California shall be ex officio members of the committee. The United States may also appoint a DoD Liaison to the Watermaster pursuant to Joint Ethics Regulation 3-201.

19.5 Subarea Advisory Management Committees. Subarea Advisory Management Committees will meet on a regular basis and at least semi-annually with the Watermaster Engineer to review Watermaster activities pursuant to this Judgment and to submit advisory recommendations.

19.5.1 Authorization. The Producers in each of the five Management Subareas are hereby authorized and directed to cause committees of Producer representatives to be organized and to act as Subarea Management Advisory Committees.

19.5.2 Composition and Election. Each Management Subarea Management Advisory Committee shall consist of five (5) Persons who shall be called Management Advisors. In the election of Management Advisors, every Party shall be entitled to one vote for every acre-foot of Production Right for that Party in that particular subarea. Parties may cumulate their votes and give one candidate a number of votes equal to the number of advisors to be elected, multiplied by the number of votes to which the Party is normally entitled, or distribute the Party's votes on the same principle among as many candidates as the Party thinks fit. In any election of advisors, the candidates receiving the highest number of affirmative votes of the Parties are elected. Elections shall be held upon entry of this Judgment and thereafter every third Year. In the event a vacancy arises, a temporary advisor shall be appointed by unanimous decision of the other four advisors to continue in office until the next scheduled election. Rules and regulations regarding organization, meetings and other activities shall be at the discretion of the individual Subarea Advisory Committees, except that all meetings of the committees shall be open to the public.

19.5.3 Compensation. The Subarea Management Advisory Committee shall serve without compensation.

19.5.4 Powers and Functions. The Subarea Management Advisory Committee for each subarea shall act in an advisory capacity only and shall have the duty to

study, review and make recommendations on all discretionary determinations made or to be made hereunder by Watermaster Engineer which may affect that subarea.

20. MISCELLANEOUS PROVISIONS.

20.1 Water Quality. Nothing in this Judgment shall be interpreted as relieving any Party of its responsibilities to comply with State or Federal laws for the protection of water quality or the provisions of any permits, standards, requirements, or orders promulgated thereunder.

20.2 Actions Not Subject to CEQA Regulation. Nothing in this Judgment or the Physical Solution, or in the implementation thereof, or the decisions of the Watermaster acting under the authority of this Judgment shall be deemed a "project" subject to the California Environmental Quality Act (CEQA). See e.g., *California American Water v. City of Seaside* (2010) 183 Cal.App.4th 471, and *Hillside Memorial Park & Mortuary v. Golden State Water Co.* (2011) 205 Cal.App.4th 534. Neither the Watermaster, the Watermaster Engineer, the Advisory Committee, any Subarea Management Committee, nor any other Board or committee formed pursuant to the Physical Solution and under the authority of this Judgment shall be deemed a "public agency" subject to CEQA. (See Public Resources Code section 21063.)

20.3 Court Review of Watermaster Actions. Any action, decision, rule, regulation, or procedure of Watermaster or the Watermaster Engineer pursuant to this Judgment shall be subject to review by the Court on its own motion or on timely motion by any Party as follows:

20.3.1 Effective Date of Watermaster Action. Any order, decision or action of Watermaster or Watermaster Engineer pursuant to this Judgment on noticed specific agenda items shall be deemed to have occurred on the date of the order, decision or action.

20.3.2 Notice of Motion. Any Party may move the Court for review of an action or decision pursuant to this Judgment by way of a noticed motion. The motion shall be served pursuant to Paragraph 20.7 of this Judgment. The moving Party shall ensure that the Watermaster is served with the motion under that Paragraph 20.7 or, if electronic service of the

Watermaster is not possible, by overnight mail with prepaid next-day delivery. Unless ordered by the Court, any such petition shall not operate to stay the effect of any action or decision which is challenged.

20.3.3 Time for Motion. A Party shall file a motion to review any action or decision within ninety (90) days after such action or decision, except that motions to review assessments hereunder shall be filed within thirty (30) days of Watermaster mailing notice of the assessment.

20.3.4 De Novo Nature of Proceeding. Upon filing of a motion to review a decision or action, the Watermaster shall notify the Parties of a date for a hearing at which time the Court shall take evidence and hear argument. The Court's review shall be *de novo* and the Watermaster's decision or action shall have no evidentiary weight in such proceeding.

20.3.5 Decision. The decision of the Court in such proceeding shall be an appealable supplemental order in this case. When the Court's decision is final, it shall be binding upon Watermaster and the Parties.

20.4 Multiple Production Rights. A Party simultaneously may be a member of the Small Pumper Class and hold an Overlying Production Right by virtue of owning land other than the parcel(s) meeting the Small Pumper Class definition. The Small Pumper Class definition shall be construed in accordance with Paragraph 3.5.44 and 3.5.45.

20.5 Payment of Assessments. Payment of assessments levied by Watermaster hereunder shall be made pursuant to the time schedule developed by the Watermaster, notwithstanding any motion for review of Watermaster actions, decisions, rules or procedures, including review of assessments implemented by the Watermaster.

20.6 Designation of Address for Notice and Service. Each Party shall designate a name and address to be used for purposes of all subsequent notices and service herein, either by its endorsement on this Judgment or by a separate designation to be filed within thirty (30) days after judgment has been entered. A Party may change its designation by filing a written notice of such change with Watermaster. A Party that desires to be relieved of receiving notices

1 of Watermaster activity may file a waiver of notice in a form to be provided by Watermaster. At
2 all times, Watermaster shall maintain a current list of Parties to whom notices are to be sent and
3 their addresses for purpose of service. Watermaster shall also maintain a full current list of said
4 names and addresses of all Parties or their successors, as filed herein. Watermaster shall make
5 copies of such lists available to any requesting Person. If no designation is made, a Party's
6 designee shall be deemed to be, in order of priority: (1) the Party's attorney of record; (2) if the
7 Party does not have an attorney of record, the Party itself at the address on the Watermaster list;
8 (3) for Small Pumper Class Members, after this Judgment is final, the individual Small Pumper
9 Class Members at the service address maintained by the Watermaster.

10 **20.7** **Service of Documents**. Unless otherwise ordered by the Court, delivery to
11 or service to any Party by the Court or any Party of any document required to be served upon or
12 delivered to a Party pursuant to this Judgment shall be deemed made if made by e-filing on the
13 Court's website at www.scefiling.org. All Parties agree to waive service by mail if they receive
14 notifications via electronic filing at the above identified website.

15 **20.8** **No Abandonment of Rights**. In the interest of the Basin and its water
16 supply, and the principle of reasonable and beneficial use, no Party shall be encouraged to
17 Produce and use more water in any Year than is reasonably required. Failure to Produce all of the
18 Groundwater to which a Party is entitled shall not, in and of itself, be deemed or constitute an
19 abandonment of such Party's right, in whole or in part, except as specified in Paragraph 15.

20 **20.9** **Intervention After Judgment**. Any Person who is not a Party or
21 successor to a Party and who proposes to Produce Groundwater from the Basin, to store water in
22 the Basin, to acquire a Production Right or to otherwise take actions that may affect the Basin's
23 Groundwater is required to seek to become a Party subject to this Judgment through a noticed
24 motion to intervene in this Judgment prior to commencing Production. Prior to filing such a
25 motion, a proposed intervenor shall consult with the Watermaster Engineer and seek the
26 Watermaster's stipulation to the proposed intervention. A proposed intervenor's failure to consult
27

with the Watermaster Engineer may be grounds for denying the intervention motion. Thereafter, if approved by the Court, such intervenor shall be a Party bound by this Judgment.

20.10 Judgment Binding on Successors, etc. Subject to specific provisions hereinbefore contained, this Judgment applies to and is binding upon, and inures to the benefit of the Parties to this Action and all their respective heirs, successors-in-interest and assigns.

20.11 Costs. Except subject to any existing court orders, each Party shall bear its own costs and attorneys fees arising from the Action.

20.12 Headings; Paragraph References. Captions and headings appearing in this Judgment are inserted solely as reference aids for ease and convenience; they shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions.

20.13 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation of the Parties.

20.14 Severability. Except as specifically provided herein, the provisions of this Judgment are not severable.

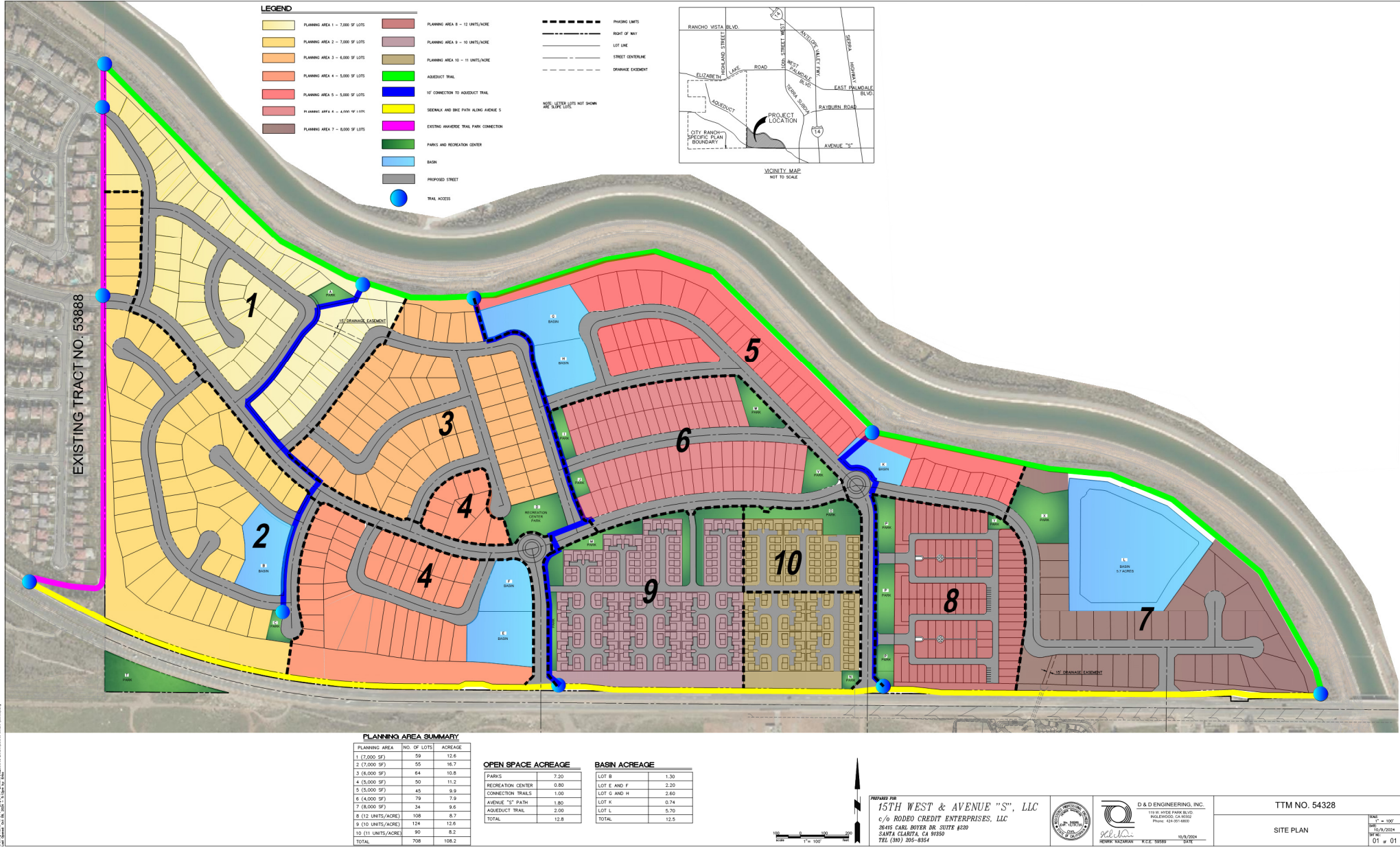
20.15 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Judgment.

20.16 Exhibits and Other Writings. Any and all exhibits, documents, instruments, certificates or other writings attached hereto or required or provided for by this Judgment, if any, shall be part of this Judgment and shall be considered set forth in full at each reference thereto in this Judgment.

Dated:

JUDGE OF THE SUPERIOR COURT

APPENDIX B: FALCON GLEN LOT LAYOUT



**APPENDIX C: LANDSCAPING DEMAND CALCULATIONS
MAXIMUM APPLIED WATER ALLOWANCE CALCULATIONS FOR NEW AND
REHABILITATED RESIDENTIAL LANDSCAPES**

Instructions

Cells with pale blue background are for entering data

Results show in cells with tan background

Messages and warnings are displayed in cells with yellow background

1) Select city by clicking on blue cell and

choosing a city from the drop down menu ET_o

appears in the tan cell below the name of the city

2) Enter square footage of overhead spray irrigated landscape area

3) Enter square footage of drip irrigated landscape area

4) Enter square footage of Special Landscape Area (SLA)

5) MAWA results appear in the tan cells

6) If you are considering effective precipitation (Eppt), enter total annual precipitation.

7) Eppt

8) For comparison, MAWA without effective precipitation is displayed below

MAWA without Eppt (Gallons)

37,071,622.13

Maximum Applied Water Allowance Calculations for New and Rehabilitated Residential Landscapes

Enter value in Pale Blue Cells

Tan Cells Show Results

Messages and Warnings



Click on the blue cell on right to Pick City Name	Palmdale	Name of City
ET _o of City from Appendix A	66.20	ET _o (inches/year)
	0	Overhead Landscape Area (ft ²)
	1642212	Drip Landscape Area (ft ²)
	0	SLA (ft ²)
Total Landscape Area	1,642,212.00	
Results:		
(ET _o) x (0.62) x [(0.55 x LA) + (1.0 - 0.55) X SLA]	37,068,009.26	Gallons
	4,955,288.55	Cubic Feet
	49,552.89	HCF
	113.76	Acre-feet
	37.07	Millions of Gallons
MAWA calculation incorporating Effective Precipitation (Optional)		
Precipitation (Optional)		
ET _o of City from Appendix A	66.20	ET _o (inches/year)
Total Landscape Area	1,642,212.00	LA (ft ²)
Special Landscape Area	0.00	SLA (ft ²)
	0	Total annual precipitation (inches/year)
Enter Effective Precipitation	0.00	Eppt (in/yr)(25% of total annual precipitation)
Results:		
MAWA = [(ET _o - Eppt) x (0.62)] x [(0.55 x LA) + ((1.0 - 0.55) x SLA)]	-	Gallons
	-	Cubic Feet
	-	HCF
	-	Acre-feet
	-	Millions of Gallons

NOTICE OF DETERMINATION FOR REQUIRED WATER SUPPLY ASSESSMENT
(WSA) (SB 610)
Water Code §10910 *et seq.*

Lead Agency

Applicant's Name and Address

City of Palmdale
Economic & Community
Development | Planning Division
38250 Sierra Hwy.
Palmdale, CA 93550

same**Project Information** (Check all that apply)Project Title: **Falcon Glen Project**

- ☒ Residential: No of dwelling units: 708
- ☐ Shopping center or business: _____ employees and/or _____ ft² of floor space
- ☐ Commercial office: _____ employees and/or _____ ft² of floor space
- ☐ Hotel or motel: No. of rooms _____
- ☐ Industrial, manufacturing, or processing: _____ acres, _____ employees, and _____ ft² of floor space.
- ☐ Mixed use (check and complete all above that apply)
- ☒ Other: Park and Open Space (37.7 acres)
- ☐ Number of existing service connections _____

Is this a project as defined by Water Code § 10912? **Yes****Water Supply Assessment (WSA)** (see supporting documents)

Date when water supply assessment was approved by the County of Los Angeles Board of Supervisors

5/06/2025

mm/dd/yyyy

- ☐ The projected water demand for the project was included in Los Angeles County Waterworks District No. 40 most recently adopted Urban Water Management Plan.
- ☒ A sufficient water supply is available for the project. The total water supplies available to Los Angeles County Waterworks District No. 40 during normal, single-dry, and multiple-dry years with a 20-year projection will meet the projected water demand of the project in addition to the demand of existing and other planned future uses, including, but not limited to, agricultural and manufacturing uses.
- ☐ A portion of the required water supply will be provided by projected water supplies.
- ☐ A sufficient water supply is not available for the Project. [Plan for acquiring and developing sufficient water supply attached. Water Code § 10911(a)]
- ☐ An independent supply of ____ acre-feet of water will be acquired via contract for the Project.

The foregoing determination is based on the following Water Supply Assessment Information and supporting information in the records of Los Angeles County Waterworks District No. 40, Antelope Valley.

_____	Principal Engineer	/	/2025
Signature	Title		Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/25/2025	
BOARD MEETING DATE	7/15/2025	
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)	Public Works	
SUBJECT	Sale of Surplus Real Property in the Granada Hills Community of the City of Los Angeles	
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	N/A	
COST & FUNDING	Total cost: \$100,746	Funding source: Flood Control District Fund B07
	TERMS (if applicable): N/A	
	Explanation: Mr. and Mrs. Sukrattanawong deposited \$60,447.60 that will be applied to the final purchase price of \$100,746, which represents fair market value. The remaining balance of \$40,298.40 will be collected upon approval by the Board and it will be deposited into the Flood Control District Fund (B07, Revenue Source Code 9908-Sale of Capital Assets-Land).	
PURPOSE OF REQUEST	Mr. and Mrs. Sukrattanawong requested to purchase Parcel 282EXF.21 related to Bull Creek for backyard purposes.	
BACKGROUND (include internal/external issues that may exist including any related motions)	In 1968, the Los Angeles County Flood Control District acquired fee title to Parcel 282A as part of the land needed for Bull Creek. Construction of the facility has been completed and the subject parcel lies outside the required right of way. This action will benefit the District by eliminating the need to maintain the property and reducing the District's expenses and potential liabilities.	
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–Revenues received from this transaction will help promote fiscal responsibility by providing accessible funds for the District's programs.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Geetha Shan, Deputy Director, (626) 458-4008, gshan@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

July 15, 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:

**WATER RESOURCES CORE SERVICE AREA
SALE OF SURPLUS REAL PROPERTY
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO MR. GARY SUKRATTANAWONG AND
MRS. JOYCE MEGAN-LOVE SUKRATTANAWONG
BULL CREEK, PARCEL 282EXF.21
IN THE GRANADA HILLS COMMUNITY OF THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to sell Parcel 282EXF.21 related to Bull Creek in the Granada Hills community of the City of Los Angeles from the Los Angeles County Flood Control District to the adjacent property owners, Mr. Gary Sukrattanawong and Mrs. Joyce Megan-Love Sukrattanawong.

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

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in the Board letter and in the record of the project.

2. Find that the fee interest in Parcel 282EXF.21 related to Bull Creek in the Granada Hills community of the City of Los Angeles is no longer required for the purposes of the Los Angeles County Flood Control District.
3. Find that Parcel 282EXF.21 related to Bull Creek in the Granada Hills community of the City of Los Angeles is exempt surplus land under the provisions of the Surplus Land Act.
4. Approve the project, which is the sale of Parcel 282EXF.21 related to Bull Creek, from the Los Angeles County Flood Control District to the adjacent property owners, Mr. Gary Sukrattanawong and Mrs. Joyce Megan-Love Sukrattanawong.
5. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute the Quitclaim Deed document and authorize delivery to Mr. Gary Sukrattanawong and Mrs. Joyce Megan-Love Sukrattanawong.

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), that the parcel is exempt surplus land under the provisions of the Surplus Land Act, and allow the Los Angeles County Flood Control District to sell its surplus real property, Parcel 282EXF.21 related to Bull Creek located in the Granada Hills community of the City of Los Angeles, as shown on the enclosed map, to the adjacent property owners, Mr. Gary Sukrattanawong and Mrs. Joyce Megan-Love Sukrattanawong, for \$100,746.

In 1968, the District acquired fee title to Parcel 282A as a part of the land needed for Bull Creek. Construction of the facility has been completed and the subject parcel lies outside the required right of way.

Mr. and Mrs. Sukrattanawong requested to purchase Parcel 282EXF.21 related to Bull Creek, measuring approximately 2,978 square feet, for backyard purposes.

This action will benefit the District by eliminating the need to maintain the property and reducing the District's expenses and potential liabilities.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, by providing accessible funds for the District's programs, which will help promote fiscal responsibility.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Mr. and Mrs. Sukrattanawong deposited \$60,447.60 that will be applied to the final purchase price of \$100,746, which represents fair market value. The remaining balance of \$40,298.40 will be collected upon approval by the Board of Supervisors and it will be deposited into the Flood Control District Fund (B07, Revenue Source Code 9908-Sale of Capital Assets-Land).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code, Section 65402, notification of the proposed sale was submitted to the City of Los Angeles Department of City Planning for its report as to conformance with the City's adopted General Plan. Since no comments were received within the 40-day period as stipulated in this section, it is conclusively deemed that the proposed sale is in conformance with the City's adopted General Plan.

Parcel 282EXF.21 is exempt surplus land as defined in California Government Code, Section 54221(f) (1) (B). The parcel is exempt from the provisions of the Surplus Land Act because it is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes.

The proposed sale is authorized by Section 2, Subsection 13, of the Los Angeles County Flood Control Act. This section states the following: "The Los Angeles County Flood Control District is hereby declared to be a body corporate and politic, and has all the following powers...13. To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of the board of supervisors of the property, or any interest therein or part thereof, is no longer required for the purposes of the district..."

The proposed sale is not considered adverse to the District and will not hinder the use of Bull Creek for possible transportation, utility, or recreational corridors. The Quitclaim Deed document does not transfer rights to any oil, gas, petroleum, or other hydrocarbon and minerals.

County Counsel will approve the Quitclaim Deed document as to form prior to execution and it will be recorded.

ENVIRONMENTAL DOCUMENTATION

The project, which is the sale of the District's surplus real property, is exempt from CEQA. The sale of surplus government property is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15305 (a) and 15312 of the CEQA Guidelines and Classes 5 and 12 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The subject property does not have significant values for wildlife habitat or other environmental purposes and is incapable of independent development. 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 listings on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5; or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This transaction will eliminate the need to maintain the property and reduce the District's expenses and potential liabilities.

The Honorable Board of Supervisors
July 15, 2025
Page 5

CONCLUSION

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:jh

Enclosure

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

SALE OF SURPLUS REAL PROPERTY IN BULL CREEK GRANADA HILLS COMMUNITY OF THE CITY OF LOS ANGELES

SUP. DISTRICT 3

BULL
CREEK

GUNTHER ST

Parcel No. 282EXF.21
Area = 2,978± Sq Ft

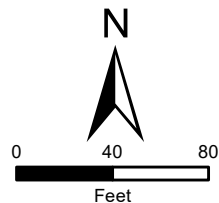
A.I.N.
2610-009-903

A.I.N.
2610-009-007

16851 Armstead St
Los Angeles, CA 91344

ARMSTEAD ST

MCLENNAN AV



Legend:



Quitclaim of LACFCD Fee
Parcel No. 282EXF.21



Joyce Sukrattanawong and
Gary Sukrattanawong
(Requestor)



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	6/25/2025		
BOARD MEETING DATE	7/15/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Huntington Park Library Refurbishment Project		
PROGRAM	Capital Projects		
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	None.		
COST & FUNDING	Total cost: \$14,400,000		Funding source: Committed for American Rescue Plan-Enabled Capital Programs.
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Approval to use a low-bid procurement and contracting method to deliver the project and adopt, advertise, and award the construction contract for a total budget of \$14,400,000.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Huntington Park Library is a 3-story, approximately 32,000-square-foot building, constructed in 1970. No significant upgrades or improvements have been made to the facility since its original construction. The proposed project will remodel and refurbish the library, including interior upgrades to the customer service desk; adult, teen, and children's reading areas; community room; express-service self-checkout machines; public access computers; and Wi-Fi internet access.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability, by investing in County buildings to provide improved public services and workforce environments that will lead to increased 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
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 15, 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:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HUNTINGTON PARK LIBRARY REFURBISHMENT PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7963; CAPITAL PROJECT NO. 8A064
FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICT 4)
(4-VOTES)**

SUBJECT

Public Works is seeking Board approval to establish the proposed Huntington Park Library Refurbishment Project, approve the project budget and appropriation adjustment, adopt plans and specifications, advertise for construction bids, and authorize to award and execute a construction contract for the project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Huntington Park Library Refurbishment 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. Establish and approve the proposed Huntington Park Library Refurbishment Project, Capital Project No. 8A064, with a total project budget of \$14,400,000.
3. Adopt the plans and specifications that are on file with Public Works for construction of the proposed Huntington Park Library Refurbishment Project.
4. Approve an appropriation adjustment to transfer \$13,300,000 to the Huntington Park Library Refurbishment Project, Capital Project No. 8A064, and \$1,100,000 to the LA County Library operating budget for the furniture, fixtures, and equipment from the use of obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs.
5. Instruct the Executive Officer of the Board to advertise the project for bids to be received and opened on September 18, 2025, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
6. Authorize the Director of Public Works or his designee to execute a Consultant Services Agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for a \$5,000 not-to-exceed amount funded by the project funds.
7. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and reject it on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in submitted bids; and to determine whether the apparent lowest responsive and responsible bidder has satisfied all conditions for contract award are in accordance with the applicable contract and bid documents.
8. Upon such determination, delegate authority to the Director of Public Works or his designee to award and execute the construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the contract can be awarded within the approved total budget; to establish the effective date of the contract upon receipt by Public Works of acceptable performance, payment bonds, and evidence of required contractor insurance; and to take all other actions necessary and appropriate to deliver the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to seek Board approval to find the proposed Huntington Park Library Refurbishment Project exempt from the California Environmental Quality Act (CEQA); establish Capital Project No. 8A064; approve the project, budget, and appropriation adjustment; adopt plans and specifications; direct the advertising for construction bids; and authorize Public Works to award and execute a Consultant Services Agreement and construction contract for the project.

Project Description and Background

The Huntington Park Library is located at 6518 Miles Avenue, Huntington Park, CA 90255. The 3-story, approximately 32,000-square-foot building, constructed in 1970, includes a community meeting room; the American Indian Resource Center; and work areas for adults, teens, children, and staff. The proposed project would remodel and refurbish the existing building to enhance library facilities and services for residents and visitors in the Huntington Park area. The work would involve refurbishing the interior and upgrading the electrical, low-voltage, information technology, and telecommunication systems. Additionally, the project would include the replacement of the interior ceiling, lighting, signage, bookshelves, casework, and furniture. Improvements to public and staff restrooms, as well as exterior pathways, will also be made to comply with current Americans with Disabilities Act accessibility standards.

A total of \$1,100,000 from the proposed Huntington Park Library Refurbishment Project budget has been designated for furniture, fixtures, and equipment (FF&E). The bid documents include an Additive Alternate for the procurement of tables, chairs, and modular workstations by the general contractor with installation and coordination with other finish trades. If the bid amount for FF&E from the lowest responsive and responsible bidder is deemed reasonable, the Additive Alternate will be included in the construction contract award, and the remaining FF&E (e.g., printers, copier machine, etc.) will be procured by the LA County Library through purchase orders with the Internal Services Department. If the Additive Alternate bid is not considered reasonable, all FF&E will be procured by the LA County Library via Internal Services Department purchase orders.

Design and jurisdictional approvals have been completed. It is recommended that the Board adopt and advertise the plans and specifications for construction bids as required by the California Public Contract Code. To expedite the delivery of the proposed project, it is also recommended that the Board authorize Public Works to award and execute a construction contract with the lowest responsive and responsible bidder, provided that the low bid is within the total project budget approved by the Board.

Green Building/Sustainable Design Program

The proposed project will support the Board's Green Building/Sustainable Design Program by incorporating energy-efficient electrical equipment and fixtures as part of the project.

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 investing in public infrastructure that will enhance the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

The total estimated cost for the proposed project is \$14,400,000, as noted in Enclosure A, including design, plan check, consultant services, construction, change order contingency, FF&E, Civic Art, permit fees, and County services.

Approval of the appropriation adjustment, as noted in Enclosure B, will transfer \$13,300,000 to Huntington Park Library Refurbishment Project, Capital Project No. 8A064, and \$1,100,000 to the LA County Library operating budget for the procurement of FF&E, funded from the obligated fund balance Committed for American Rescue Plan-Enabled Capital Programs, to fully support the project. Additionally, funding for predevelopment costs has been paid through the Project and Facilities Development budget. The project will reimburse the Project and Facilities Development budget for predevelopment costs in a future budget phase.

Operating Budget Impact

The Scope of Work involves repairs and refurbishment to an existing space. Therefore, upon completion of the project, the LA County Library does not anticipate any one-time start-up or additional ongoing costs resulting from the project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard construction contract, in a form previously approved by County Counsel, will be used that contains terms and conditions supporting the Board's ordinances, policies, and programs, including but not limited to, County's Greater Avenues for Independence and Skills and Training to Achieve Readiness for Tomorrow Program, Contract Language to Assist in the Placement of Displaced County Workers, and Notice to Employees

Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015). The plans and specifications include the contractual provisions, methods, and material requirements necessary for the project and are on file with the Public Works Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed project budget includes 1 percent of the eligible design and construction costs in the amount of \$100,000 to be allocated toward the Civic Art Fund. The Civic Art allocations have restricted Committed for American Rescue Plan-Enabled Capital Programs funds to be used at their respective locations or returned to the project if an acceptable art component cannot be identified.

In accordance with the Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a job coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

ENVIRONMENTAL DOCUMENTATION

The project is categorically exempt from CEQA. The Scope of Work involves refurbishing an existing library building as described above, falling within certain classes of projects that have been determined not to have a significant effect on the environment. The project meets the criteria set forth in Sections 15301 (a), (d), (g), and (l); 15302 (c); 15303; 15304 (a), (b), and (f); and 15311 of the State CEQA Guidelines; and Classes 1 (c), (d), (h), (i) and (j); 2; 3; 4; and 11 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for the repair and refurbishment of an existing facility, signage, minor alterations involving negligible or no expansion of an existing use, and the installation of new equipment with replacement features serving the same purpose and capacity.

Additionally, the project will comply with all applicable regulations; is not located in a sensitive environment; and will not result in cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to California 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 exemptions inapplicable.

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

CONTRACTING PROCESS

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements, as noted in Enclosure C. This contract opportunity will be listed on the County's "Doing Business with Us" and "Do Business with Public Works" websites for open bids.

In addition, to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach, as well as offering preferences to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204. Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works CBE Outreach Program and by monitoring good faith efforts of bidders to utilize CBE.

Standard construction contract, in a form previously approved by County Counsel, will be used. The contract will contain standard Board-directed clauses for termination, renegotiation, and the hiring of qualified displaced County employees.

An award by Public Works will be made upon review of the bids. The contract will be awarded to a responsible contractor who submits the lowest responsive bid meeting the criteria established by the Board and the California Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will have no impact on current County services or projects. LA County Library would provide temporary library services at other nearby libraries and other suitable locations when the library is closed during construction.

The Honorable Board of Supervisors
July 15, 2025
Page 7

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:bh

Enclosures

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

July 15, 2025

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HUNTINGTON PARK LIBRARY REFURBISHMENT PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7963; CAPITAL PROJECT NO. 8A064
FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICT 4)
(4-VOTES)**

I. PROJECT SCHEDULE

Project Activity	Completion Date
Construction Documents	November 30, 2024*
Jurisdictional Approvals	June 16, 2024*
Construction Bid	September 18, 2025
Construction Start	November 17, 2025
Construction	
Substantial Completion	November 23, 2026
Project Acceptance	January 12, 2027

*Indicates a completed activity

II. PROJECT BUDGET

Budget Category	Budget
Construction	
Low-Bid Construction Contract	\$ 8,300,000
Civic Art	\$ 100,000
Change Order Contingency (15 percent)	\$ 1,550,000
Furniture, Fixtures, and Equipment	\$ 1,100,000
Subtotal	\$11,050,000
Plans and Specifications	\$ 1,650,000
Consultant Services	\$ 250,000
Miscellaneous Expenditures	\$ 50,000
Jurisdictional Reviews	\$ 400,000
County Services	\$ 1,000,000
Total	\$14,400,000

ENCLOSURE B

July 15, 2025

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HUNTINGTON PARK LIBRARY REFURBISHMENT PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7963; CAPITAL PROJECT NO. 8A064
FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICT 4)
(4-VOTES)**

Appropriation Adjustment Pending

ENCLOSURE C

July 15, 2025

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HUNTINGTON PARK LIBRARY REFURBISHMENT PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7963; CAPITAL PROJECT NO. 8A064
FISCAL YEAR 2025-26
(SUPERVISORIAL DISTRICT 4)
(4-VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish this advertisement once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Public Works Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

**OFFICIAL NOTICE OF
INVITING BIDS**

Notice is hereby given that the Director of Public Works will accept sealed bids for the construction of the Huntington Park Library Refurbishment Project, Capital Project No. 8A064, located at 6518 Miles Avenue, Huntington Park, CA 90255.

The contract documents for this project may be downloaded free of charge by visiting the following website: <http://pw.lacounty.gov/general/contracts/opportunities>.

The Huntington Park Library Refurbishment Project is estimated to cost \$8,000,000 and shall be completed in 365 calendar days from the Notice to Proceed date. The prime contractor shall possess a valid California Class B contractor's license.

The bids must be submitted electronically using Bid Express, www.BidExpress.com, before 11 a.m. on Thursday, September 18, 2025, and no bids may be submitted after that date and time. An optional prebid meeting for this project will be held at 10 a.m. on August 14, 2025, at the project site.

For more information, please contact Ms. Ivonne Pena at (626) 458-2585 or ipena@pw.lacounty.gov. For Americans with Disabilities Act information, please contact Public Works' departmental coordinator at (626) 458-4081 or Telecommunications Device for the Deaf at (626) 282-7829.