



Commission
Jerry Gladbach
Chair

Donald Dear
1st Vice-Chair

Gerard McCallum
2nd Vice-Chair

Kathryn Barger
Richard Close
Mitchell Englander
Margaret Finlay
Janice Hahn
John Mirisch

Alternate Members
Lori Brogin-Falley
Sheila Kuehl
Judith Mitchell
Joseph Ruzicka
Greig Smith
Vacant
(City of Los Angeles)

Staff
Paul Novak
Executive Officer

Adriana Romo
Deputy Executive Officer

Amber De La Torre
Doug Dorado
Michael Henderson
Alisha O'Brien
Patricia Wood

80 South Lake Avenue
Suite 870
Pasadena, CA 91101
Phone: 626/204-6500
Fax: 626/204-6507

www.lalafco.org

LOCAL AGENCY FORMATION COMMISSION MEETING AGENDA

Wednesday, November 14, 2018
9:00 a.m.

Room 381B
Kenneth Hahn Hall of Administration
500 West Temple Street, Los Angeles 90012

Entrance to the Commission Meetings requires entry through security screening at any of the public entrances to the KHHOA:

- 500 West Temple Street (third floor of KHHOA)
- 225 N. Hill Street (first floor of KHHOA)
- 222 N. Grand Avenue (fourth floor of KHHOA)
- Civic Mall/ Grand Park, between KHHOA and the Civil Court Building (second floor of the KHHOA)

Entrance through any other exterior door of the KHHOA is prohibited (all other entrances are locked) due to County of Los Angeles security restrictions.

A person with a disability may contact the LAFCO office at (626) 204-6500 at least 72 hours before the scheduled meeting to request receipt of an agenda in an alternative format or to request disability-related accommodations, including auxiliary aids or services, in order to participate in the public meeting. Later requests will be accommodated to the extent feasible.

The entire agenda package and any meeting related writings or documents provided to a majority of the Commissioners after distribution of the agenda package, unless exempt from disclosure pursuant to California Law, are available at the LAFCO office and at www.lalafco.org.

1. **CALL MEETING TO ORDER**
2. **PLEDGE OF ALLEGIANCE WILL BE LED BY CHAIR GLADBACH**
3. **DISCLOSURE OF CAMPAIGN CONTRIBUTION(S)**
4. **SWEARING-IN OF SPEAKER(S)**

5. **INFORMATION ITEM(S) – GOVERNMENT CODE §56857 NOTICE**

- a. Annexation No. 2018-10 to the Los Angeles County Waterworks District No. 40, Antelope Valley.

6. **CONSENT ITEM(S)**

All matters are approved by one motion unless held by a Commissioner or member(s) of the public for discussion or separate action.

- a. Approve Minutes of October 10, 2018.
- b. Approve Operating Account Check Register for the month of October 2018.
- c. Receive and file update on pending proposals.

7. **PUBLIC HEARING(S)**

- a. Annexation No. 2015-09 to the City of Pomona and Amendments to the cities of Pomona, Industry and Walnut Spheres of Influence (SOI), and California Environmental Quality Act (CEQA) exemption and Mitigated Negative Declaration. *(NOTE: Continued from the October 10, 2018 Commission meeting).*

8. **PROTEST HEARING(S)**

- a. Annexation No. 2018-04 to the City of Santa Clarita (Plum Canyon, Skyline Ranch and North Sand Canyon) and Negative Declaration.

9. **OTHER ITEMS**

- a. Sativa County Water District Status Report.
- b. Proposed Approval and Award of Contract to Meijun Software Solutions.
- c. Resolution Commending Riverside LAFCO Executive Officer George Spiliotis.

10. **LEGISLATION**

None.

11. **MISCELLANEOUS CORRESPONDENCE RECEIVED**

- a. Letter of October 25, 2018, from Pamela Miller of the California Association of Local Agency Formation Commissions (CALAFCO) concerning the CALAFCO 2018 Annual Conference.

12. **COMMISSIONERS' REPORT**

Commissioners' questions for staff, announcements of upcoming events and opportunity for Commissioners to briefly report on their LAFCO-related activities since last meeting.

13. **EXECUTIVE OFFICER'S REPORT**

Executive Officer's announcement of upcoming events and brief report on activities of the Executive Officer since the last meeting.

14. **PUBLIC COMMENT**

This is the opportunity for members of the public to address the Commission on items not on the posted agenda, provided that the subject matter is within the jurisdiction of the Commission. Speakers are reminded of the three-minute time limitation.

15. **FUTURE MEETINGS**

December 12, 2018
January 9, 2019
February 13, 2019
March 13, 2019

16. **FUTURE AGENDA ITEMS**

Items not on the posted agenda which, if requested, will be referred to staff or placed on a future agenda for discussion and action by the Commission.

17. **ADJOURNMENT**

Staff Report

November 14, 2018

Agenda Item No. 5.a.

GOVERNMENT CODE § 56857 NOTICE (For Informational Purposes Only, Receive and File)

Upon receipt of any proposed change of organization or reorganization that includes the annexation of territory to any district, if the proposal is not filed by the district to which annexation of territory is proposed, Government Code Section 56857(a) requires the Executive Officer to place the proposal on its agenda for informational purposes only, and to transmit a copy of the proposal to any district to which annexation is requested. Pursuant to Government Code Section 56857(b), no more than 60 days after the meeting agenda date, the district to which annexation is being proposed may adopt and submit to the Local Agency Formation Commission ("LAFCO") a resolution requesting termination of the proceedings. The law requires that any such resolution requesting termination must be based upon written findings supported by substantial evidence in the record that the request is justified by a financial or service related concern or the territory is already receiving electrical services under a service area agreement approved by the Public Utilities Commission. Prior to LAFCO's termination of proceedings the resolution is subject to judicial review as provided in Government Code Sections 56857(b) and (c).

LAFCO may not hear and consider the proposal until after the 60-day termination period has expired unless the district to which an annexation of territory is requested adopts and submits to LAFCO a resolution supporting the proposal.

The following is a summary of the proposal filed with LAFCO:

Annexation 2018-10 to the Los Angeles County Waterworks District No. 40, Antelope Valley

Description: Robert Sarkissian (landowner) filed an application to annex 80.91± acres of vacant land to Los Angeles County Waterworks District No 40, Antelope Valley. The project includes future construction of an industrial building.

Location: The project site is located southeast of the intersection of Blackbird Street and 8Th Street West, in the City of Palmdale.

The Executive Officer will transmit a copy of the proposal to the Los Angeles County Waterworks District No.40, Antelope Valley, as required by Government Code Section 56857(a).

Recommended Action
Receive and file.



Local Agency Formation Commission
for the County of Los Angeles

 **DRAFT**

Commission

Jerry Gladbach
Chair

Donald Dear
1st Vice-Chair

Gerard McCallum
2nd Vice-Chair

Kathryn Barger
Richard Close
Mitchell Englander
Margaret Finlay
Janice Hahn
John Mirisch

Alternate Members

Lori Brogin-Falley
Sheila Kuehl
Judith Mitchell
Joseph Ruzicka
Greig Smith
Vacant
(City of Los Angeles)

Staff

Paul Novak
Executive Officer

Adriana Romo
Deputy Executive Officer

Amber De La Torre
Doug Dorado
Michael Henderson
Alisha O'Brien
Patricia Wood

80 South Lake Avenue
Suite 870
Pasadena, CA 91101
Phone: 626/204-6500
Fax: 626/204-6507

www.lalafco.org

REGULAR MEETING

MINUTES OF THE LOCAL AGENCY FORMATION COMMISSION
FOR THE COUNTY OF LOS ANGELES

October 10, 2018

Present:

Jerry Gladbach, Chair

Richard Close
Donald Dear
Mitch Englander
Margaret Finlay
Gerard McCallum
John Mirisch

Lori Brogin-Falley, Alternate
Joe Ruzicka, Alternate
Greig Smith, Alternate

Paul Novak, Executive Officer
Carole Suzuki, Legal Counsel

Absent:

Kathryn Barger
Janice Hahn

Sheila Kuehl, Alternate
Judith Mitchell, Alternate

Vacant:

Los Angeles City Member, Alternate

1 CALL MEETING TO ORDER

The meeting was called to order at 9:01 a.m. in Room 381-B of the County Hall of Administration by Chair Jerry Gladbach.

2 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chair Jerry Gladbach.

3 DISCLOSURE OF CAMPAIGN CONTRIBUTION(S)

The Executive Officer (EO) read an announcement, asking that persons who made a campaign contribution of more than \$250 to any member of the Commission during the past twelve (12) months to rise and state for the record the Commissioner to whom such campaign contributions were made and the item of their involvement (None).

The EO read an announcement, asking if any Commissioner had received a campaign contribution that would require disclosure and recusal from any item on today's agenda (None).

4 SWEARING-IN OF SPEAKER(S)

The EO swore-in three (3) members of the audience who planned to testify.

5 INFORMATION ITEM(S) – GOVERNMENT CODE §§ 56751 & 56857 NOTICE

None.

6 CONSENT ITEM(S) – OTHER

The Commission took the following actions under Consent Items:

- a. Approved Minutes of September 12, 2018.
- b. Approved Operating Account Check Register for the month of September 2018.
- c. Received and filed update on pending proposals.

MOTION: Dear SECOND: Mirisch APPROVED: 6-0-0
AYES: Close, Dear, Englander, Smith (Alt. for McCallum), Mirisch, Gladbach
NOES: None.
ABSTAIN: None.
ABSENT: Barger, Finlay, Hahn, McCallum

7 PUBLIC HEARING(S)

The following item was called for consideration:

- a. Annexation No. 2015-09 to the City of Pomona and Amendments to the cities of Pomona, Industry, and Walnut Spheres of Influence.

The EO noted that a required document had not arrived, and the EO therefore recommended that the Commission continue this item to the November 14th meeting.

The Commission took the following action:

- Continued this item to the November 14th meeting.

MOTION: Smith (Alt. for McCallum) SECOND: Englander APPROVED: 6-0-0
AYES: Close, Dear, Englander, Smith (Alt. for McCallum), Mirisch, Gladbach
NOES: None.
ABSTAIN: None.
ABSENT: Barger, Finlay, Hahn, McCallum

[Commissioners Brogin-Falley and Finlay arrived at 9:06 a.m.]

7 PUBLIC HEARING(S)

The following item was called for consideration:

- b. Annexation No. 2018-04 to the City of Santa Clarita (Plum Canyon, Skyline Ranch, and North Sand Canyon).

Doug Dorado (LAFCO Government Analyst) summarized the staff report on Annexation No. 2018-04 to the City of Santa Clarita.

[Commissioner Mitchell arrived at 9:08 a.m.]

The public hearing was opened to receive testimony.

Commissioner Mirisch asked if the residents within this territory are in favor of the annexation. Tom Cole (Director of Community Development, City of Santa Clarita) came before the Commission. Mr. Cole indicated that the City of Santa Clarita (City) mails out postcard surveys to the residents, that the City received positive feedback with no opposition with this annexation and that the majority of people within the proposed annexation territory already identify themselves as being residents of the City.

There being no additional testimony, the public hearing was closed.

The Commission took the following actions:

- Adopted the Resolution Making Determinations, including the California Environmental Quality Act determinations, Approving Annexation No. 2018-04 to the City of Santa Clarita (Plum Canyon, Skyline Ranch, and North Sand Canyon), Resolution No. 2018-15RMD; and
- Pursuant to Government Code Section 57002, set November 14, 2018, at 9:00 a.m. or at the Commission's next available meeting date consistent with the protest provisions, in Room 381-B of the Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California, 90012, as the date, time, and place for Commission protest proceedings.

MOTION: Finlay SECOND: Englander APPROVED: 7-0-0
AYES: Close, Dear, Englander, Finlay, Smith (Alt. for McCallum), Mirisch, Gladbach
NOES: None.
ABSTAIN: None.
ABSENT: Barger, Hahn, McCallum

8 PROTEST HEARING(S)

None.

9 OTHER ITEMS

The following item was called up for consideration:

- a. Sativa County Water District Status Report.

The EO summarized the staff report on the Sativa County Water District ("District" or "Sativa") Status Report.

The EO noted that each of the Commissioners were provided copies of three documents: a letter dated October 2, 2018 from Darrin Polhemus, Deputy Director, Division of Drinking Water, State Water Resources Control Board to Luis Landeros, Board President, Sativa County Water District; a motion dated October 9, 2018, by Supervisors Mark Ridley-Thomas and Janice Hahn; and a press release by Sativa County Water District dated August 8, 2018.

The Commission opened the item to provide an opportunity for public testimony.

[Commissioner McCallum arrived at 9:17 a.m.]

The EO swore-in two (2) additional members of the audience who planned to testify.

Martha Barajas and Elizabeth Hicks (residents of the District) came before the Commission. Ms. Barajas and Ms. Hicks reported that Sativa officials are imposing excessive citations and fines, engaging in verbal intimidation of its customers, and threatening to disconnect water service.

Chair Gladbach and Commissioner Mirisch thanked Ms. Barajas and Ms. Hicks for their testimony.

Commissioner Mirisch suggested that the Commission send a letter to the Los Angeles County Board of Supervisors requesting that the Los Angeles County Sheriff's Department and the Los Angeles County District Attorney's Office investigate the allegations that District representatives are harassing its customers.

Commissioner Englander suggested that the letter be copied to the Office of the Los Angeles County Counsel and the State of California Office of the Attorney General.

Commissioner Finlay suggested notifying the District's insurer of Sativa's mismanagement by its representatives.

Commissioners Mitchell and Smith suggested that LAFCO not notify the District's insurer, as there may be active claims against the District and asked County Counsel to report back to the Commission with recommendations.

Commissioner Close asked what the timeline is when Sativa's Board will cease to exist. Jeff O'Keefe (Regional Field Manager, State Water Resources Control Board) came before the Commission. Mr. O'Keefe indicated that the State Water Resources Control Board (State Water Board) issued a notice to Sativa which states that the District has until October 22nd to respond and accept administrative and managerial services from an administrator selected by the State Water Board. Mr. O'Keefe stated that the State Water Board will review the response submitted by the District, and shortly after, if appropriate, issue an administrative order for Sativa to accept the administrative services. Mr. O'Keefe indicated that the administrative order, if issued, would likely occur by October 29th.

There being no further public testimony, the item was closed.

The Commission took the following action:

- Directed the Executive Officer to draft a letter, signed by the Commission Chair, to the Los Angeles County Board of Supervisors requesting that the Los Angeles County Sheriff's Department and the Los Angeles County District Attorney's Office investigate the allegations of the Sativa County Water District's representatives harassing its customers.

MOTION: Mirisch SECOND: Englander APPROVED: 7-0-0
AYES: Close, Dear, Englander, Finlay, McCallum, Mirisch, Gladbach
NOES: None.

ABSTAIN: None.
ABSENT: Barger, Hahn

[Commissioner Englander left at 9:55 a.m.]

The Commission took the following action:

- Directed the Executive Officer to draft a letter, signed by the Commission Chair, to the Los Angeles County Board of Supervisors requesting that the County seek a possible injunction against the current Sativa County Water District to preserve District funds to benefit the District residents.

MOTION: Mirisch SECOND: Dear APPROVED: 6-0-0
AYES: Close, Dear, Finlay, McCallum, Mirisch, Gladbach
NOES: None.
ABSTAIN: None.
ABSENT: Barger, Englander, Hahn

The Commission took the following action:

- Directed the Executive Officer to draft a letter, signed by the Commission Chair, to the Los Angeles County Board of Supervisors to seek a possible injunction to prohibit the Sativa County Water District's representatives from disconnecting water service to its customers until a State Administrator is appointed.

MOTION: Mirisch SECOND: Finlay APPROVED: 6-0-0
AYES: Close, Dear, Finlay, McCallum, Mirisch, Gladbach
NOES: None.
ABSTAIN: None.
ABSENT: Barger, Englander, Hahn

The Commission took the following action:

- Received and filed the Sativa County Water District Status Update.

MOTION: Finlay SECOND: McCallum APPROVED: 6-0-0
AYES: Close, Dear, Finlay, McCallum, Mirisch, Gladbach
NOES: None.
ABSTAIN: None.
ABSENT: Barger, Englander, Hahn

[Commissioner Smith left at 10:06 a.m.]

9 OTHER ITEMS

The following item was called up for consideration:

- b. Request from Southern California Water Coalition for support of California WaterFix.

The EO summarized the staff report on the Request from the Southern California Water Coalition for support of California WaterFix.

The Commission took the following actions:

- Directed staff to draft a “support” letter for the California WaterFix, consistent with the “proposed statement” recommended by the Southern California Water Coalition, to be signed by the Commission Chair, and distributed to the Governor, legislators and other stakeholders; and
- Directed staff to consent to a joint “support” letter for California WaterFix from all six Southern California LAFCOs, consistent with the “proposed statement” recommended by the Southern California Water Coalition, to be signed by the Commission Chair, which would then be distributed to the Governor, legislators, and other stakeholders.

MOTION: Dear SECOND: Mirisch APPROVED: 5-0-1
AYES: Dear, Finlay, McCallum, Mirisch, Gladbach
NOES: None.
ABSTAIN: Close
ABSENT: Barger, Englander, Hahn

9 OTHER ITEMS

The following item was called up for consideration:

- c. Proposed Cancellation of the December 12th Commission Meeting.

The EO summarized the staff report on the Proposed Cancellation of the December 12th Commission Meeting.

The Commission took the following actions:

- Canceled the December 12, 2018 Commission Meeting; and
- Directed the Executive Officer to send notice of cancelation via the LAFCO e-mail alert notification system and post notice on the LAFCO website.

MOTION: Finlay SECOND: Dear APPROVED: 6-0-0

AYES: Close, Dear, Finlay, McCallum, Mirisch, Gladbach
NOES: None.
ABSTAIN: None.
ABSENT: Barger, Englander, Hahn

NOTE: The Commission approved a motion to reconsider and rescinded the action taken on Agenda Item No. 9.c. See Agenda Item No. 13 – Executive Officer’s Report. Therefore, the December 12, 2018 Commission meeting remains scheduled.

10 LEGISLATION

The following item was called up for consideration:

- a. Legislative Update.

The EO summarized the staff report on the Legislative Update.

The Commission took the following action:

- Received and filed the Legislative Update.

MOTION: McCallum SECOND: Finlay APPROVED: 6-0-0
AYES: Close, Dear, Finlay, McCallum, Mirisch, Gladbach
NOES: None.
ABSTAIN: None.
ABSENT: Barger, Englander, Hahn

11 MISCELLANEOUS CORRESPONDENCE RECEIVED

The EO noted that the following two letters had been received:

- a. September 10, 2018 Letter from Jennifer Farr, CPA, of DavisFarr Certified Public Accountants, concerning preparation of the Fiscal Year 2017-2018 Audit; and
- b. September 13, 2018 Letter from the Special District Risk Management Authority (SDRMA) to Commission Chair Jerry Gladbach regarding the Workers’ Compensation Program.

12 COMMISSIONERS’ REPORT

Commissioners Mirisch, Mitchell, and Ruzicka indicated that they attended the 2018 the California Association of Local Agency Formation Commissions (CALAFCO) Conference in Yosemite. It was a well-received, well-informed conference.

Commissioner Mitchell noted that during the Southern Region Roundtables session, there was discussion of CALAFCO increasing its membership dues.

Commissioner Dear noted that Gloria Grey was recently appointed as the Chair of the Board of Directors of the Metropolitan Water District of Los Angeles County (MWD). Ms. Grey is the first African-American and second woman to serve as Chair on the MWD board of directors.

13 EXECUTIVE OFFICER'S REPORT

The EO noted that Commissioner McCallum received a CALAFCO award for serving on the CALAFCO board of directors for four years. The Commission congratulated Commissioner McCallum.

The EO noted that the next annual CALAFCO Conference will be held in Sacramento on October 30th through November 1, 2019.

The EO indicated that the November 14th meeting is expected to last two hours.

Commissioner Finlay suggested holding the Commission meeting in December, rather than canceling it.

Commissioner Mirisch indicated he will not be at the November 12th Commission meeting.

The Commission took the following actions:

- Moved to Reconsider and Re-open Agenda Item No. 9.c.;
- Rescinded the action taken on Agenda Item 9.c. (Proposed Cancellation of the December 12th Commission Meeting); and
- Reinstated the December 12th Commission meeting as originally scheduled.

MOTION: Finlay SECOND: Gladbach APPROVED: 6-0-0
AYES: Close, Dear, Finlay, McCallum, Mirisch, Gladbach
NOES: None.
ABSTAIN: None.
ABSENT: Barger, Englander, Hahn

14 PUBLIC COMMENT

None.

15 FUTURE MEETINGS

November 14, 2018
December 12, 2018
January 9, 2019
February 13, 2019

16 FUTURE AGENDA ITEMS

None.

17 ADJOURNMENT MOTION

On motion of Commissioner Finlay, seconded by Commissioner Dear, the meeting was adjourned at 10:21 a.m.

Respectfully submitted,

Paul Novak, AICP
Executive Officer

12:48 PM

10/30/18

Cash Basis

LA LAFCO
Register Report
October 2018

Item 6.b.

Type	Date	Num	Name	Paid Amount	Balance
Oct 18					
Check	10/01/2018	DD	TRPF 80 South Lak...	-8,341.77	-8,341.77
Check	10/05/2018	ADP	ADP	-39.37	-8,381.14
Check	10/05/2018	ADP	ADP	-159.41	-8,540.55
Bill Pmt -Check	10/15/2018	10141	Carole Suzuki	-769.94	-9,310.49
Bill Pmt -Check	10/15/2018	10142	Certified Records M...	-507.31	-9,817.80
Bill Pmt -Check	10/15/2018	10143	CoreLogic	-28.80	-9,846.60
Bill Pmt -Check	10/15/2018	10144	County of Los Angel...	-312.73	-10,159.33
Bill Pmt -Check	10/15/2018	10145	CSDA	-1,377.00	-11,536.33
Bill Pmt -Check	10/15/2018	10146	Daily Journal	-632.05	-12,168.38
Bill Pmt -Check	10/15/2018	10147	ESRI	-3,561.50	-15,729.88
Bill Pmt -Check	10/15/2018	10148	LACERA-OPEB	-1,679.04	-17,408.92
Bill Pmt -Check	10/15/2018	10149	Los Angeles County...	-1,500.00	-18,908.92
Bill Pmt -Check	10/15/2018	10150	Mail Finance	-380.23	-19,289.15
Bill Pmt -Check	10/15/2018	10151	Office Depot*	-72.16	-19,361.31
Bill Pmt -Check	10/15/2018	10152	Platinum Consulting	-4,989.87	-24,351.18
Bill Pmt -Check	10/15/2018	10153	Promac Image Syst...	-134.20	-24,485.38
Bill Pmt -Check	10/15/2018	10154	Wells Fargo	-519.85	-25,005.23
Check	10/15/2018	DD	Federal Tax Deposit	-4,332.08	-29,337.31
Check	10/15/2018	DD	State Income Tax	-1,324.39	-30,661.70
Check	10/15/2018	DD	Ambar De La Torre	-1,940.98	-32,602.68
Check	10/15/2018	DD	Douglass S Dorado	-2,905.27	-35,507.95
Check	10/15/2018	DD	Michael E Henderson	-2,293.82	-37,801.77
Check	10/15/2018	DD	Patricia Knoebi-Wood	-1,335.14	-39,136.91
Check	10/15/2018	DD	Paul A Novak	-5,220.00	-44,356.91
Check	10/15/2018	DD	Alisha O'Brien	-2,251.78	-46,608.69
Check	10/15/2018	DD	Adriana Romo	-3,201.27	-49,809.96
Bill Pmt -Check	10/15/2018	10155	FedEx	-43.09	-49,853.05
Bill Pmt -Check	10/15/2018	10156	Registrar-Recorder/...	-75.00	-49,928.05
Bill Pmt -Check	10/15/2018	10157	The Lincoln National	-272.58	-50,200.63
Check	10/19/2018	ADP	ADP	-135.39	-50,336.02
Bill Pmt -Check	10/30/2018	10158	ATT	-292.11	-50,628.13
Bill Pmt -Check	10/30/2018	10159	Charter Communica...	-1,045.43	-51,673.56
Bill Pmt -Check	10/30/2018	10160	County of Los Angel...	-312.73	-51,986.29
Bill Pmt -Check	10/30/2018	10161	Daily Journal	-42.50	-52,028.79
Bill Pmt -Check	10/30/2018	10162	LACERA	-13,426.97	-65,455.76
Bill Pmt -Check	10/30/2018	10163	Motor Parks	-630.00	-66,085.76
Bill Pmt -Check	10/30/2018	10164	Neopost*	-300.00	-66,385.76
Bill Pmt -Check	10/30/2018	10165	Office Depot*	-412.48	-66,798.24
Bill Pmt -Check	10/30/2018	10166	Tropical Interior Plants	-100.00	-66,898.24
Bill Pmt -Check	10/30/2018	10167	Bank of America*	0.00	-66,898.24
Bill Pmt -Check	10/30/2018		Bank of America*	0.00	-66,898.24
Bill Pmt -Check	10/30/2018	10168	Bank of America*	-4,252.61	-71,150.85
Check	10/30/2018	DD	Federal Tax Deposit	-206.63	-71,357.48
Check	10/30/2018	58456...	Brogin-Falley Lori	-138.52	-71,496.00
Check	10/30/2018	DD	Richard Close	-138.52	-71,634.52
Check	10/30/2018	DD	Donald Dear	-138.52	-71,773.04
Check	10/30/2018	DD	Mitchell Englander	-138.52	-71,911.56
Check	10/30/2018	58456...	Margaret E Finlay	-138.52	-72,050.08
Check	10/30/2018	58456...	Edward G Gladbach	-138.52	-72,188.60
Check	10/30/2018	DD	Gerard McCallum II	-138.53	-72,327.13
Check	10/30/2018	58456...	John A Mirisch	-138.52	-72,465.65
Check	10/30/2018	58456...	Greig L Smith	-138.52	-72,604.17
Check	10/30/2018	DD	Federal Tax Deposit	-4,332.09	-76,936.26
Check	10/30/2018	DD	State Income Tax	-1,324.39	-78,260.65
Check	10/30/2018	DD	Ambar De La Torre	-1,940.98	-80,201.63
Check	10/30/2018	DD	Douglass S Dorado	-2,905.27	-83,106.90
Check	10/30/2018	DD	Michael E Henderson	-2,293.81	-85,400.71
Check	10/30/2018	DD	Patricia Knoebi-Wood	-1,335.14	-86,735.85
Check	10/30/2018	DD	Paul A Novak	-5,220.01	-91,955.86
Check	10/30/2018	DD	Alisha O'Brien	-2,251.77	-94,207.63
Check	10/30/2018	DD	Adriana Romo	-3,201.27	-97,408.90
				-97,408.90	-97,408.90
Oct 18					

AGENDA ITEM NO. 6c - November 14, 2018							
PENDING PROPOSALS As of November 6, 2018							
		LAFCO Designation	Applicant	Description	Status	Date Filed	Est. Date of Completion
1	DD	Annexation 2006-12 to Los Angeles County Waterworks District No. 40	Land Resource Investors	Annex 20 acres of vacant land located at the northeast corner of Avenue J and 37th Street East, City of Lancaster. Will be developed into 80 single family homes.	Incomplete filing: property tax transfer resolution, registered voter and landowner labels.	5/16/2006	Unknown
2	DD	Annexation No. 2006-46 to Los Angeles County Waterworks District No. 40	New Anaverde, LLC	Annex 1,567 acres of vacant land located near Lake Elizabeth Road and Avenue S in the city of Palmdale. Will be developed into 313 single family home.	Incomplete filing: CEQA, registered voter labels, landowner labels, and approved map and legal.	10/5/2006	Unknown
3	DD	Annexation No. 2011-17 (2006-50) to Los Angeles County Waterworks District No. 40	Behrooz Haverim/Kamyar Lashgari	Annex 20.62 acres of vacant land located south of Avenue H between 42nd Street West and 45th Street West in the City of Lancaster. To be developed into single family homes	Incomplete filing: property tax transfer resolution, registered voter and landowner labels.	12/1/2006	Unknown
4	DD	Annexation 2008-13 to Los Angeles County Waterworks District No. 40	Lancaster School Dist.	Annex 20.47 acres of vacant land located 2 miles west of the Antelope Valley frw. And the nearest paved major streets are ave. H. And Ave. I, in the City of Lancaster. For future construction of a school.	Need BOE fees to place on agenda for approval. Emailed district for fees on 4-18-17.	9/22/2008	Unknown
5	DD	Reorganization 2010-04 Los Angeles County Waterworks District No. 29	Malitex Partners, LLC	Detach 88 acres of vacant land from the Las Virgenes Municipal Water District and annex same said territory to Los Angeles County Waterworks District No 29 and West Basin Municipal Water District. The project includes future construction of three homes and dedicates open space. The project site is located north of Pacific Coast Highway at the end of Murphy Way, in the unincorporated area adjacent to Malibu.	Notice of Filing sent 07-15-10. Incomplete filing: CEQA. EIR on hold 4-14-15. Applicant requested to keep this file open, pending details how to proceed with the project 04/29/15.	6/9/2010	Unknown
6	DD	City of Palmdale Annexation 2010-05	City of Palmdale	49.6 acres located adjacent to residential properties to the southwest, southeast, and separated by the Amargosa Creek to the north.	Notice of Filing sent 1-3-11 Incomplete filing: property tax transfer resolution, insufficient CEQA, unclear pre-zoning ordinance, approved map and legal. Need to include DUC .	10/25/2010	Unknown
7	DD	Reorganization 2011-16 (Tesoro del Valle)	Montalvo Properties LLC	Annexation to NCWD and CLWA SOI Amendments for both districts. 801.53 acres regional access is provided via Interstate 5 (1-5) for north/south travelers from the east, and State Route 126 (SR-126) for travelers from the west. The existing local thoroughfare that provides access to the proposed area is Copper Hill Drive, which can be accessed directly from Tesoro del Valle Drive or Avenida Rancho Tesoro.	Notice of Filing sent 05-31-11. Incomplete filing: property tax transfer resolution. Project has changed ownership. Need new application	5/5/2011	Unknown
8	DD	City of Los Angeles Annexation 2011-27	Forestar Group	685 acres of uninhabited territory located east of Browns Canyon Road and northwest of Mason Ave, in the unincorporated area just north of the City of Los Angeles.	Notice of Filing sent 2-15-12 Incomplete filing: property tax transfer resolution, CEQA, pre-zoning ordinance, map of limiting addresses, list of limiting addresses, and approved map and legal.	12/8/2011	Unknown

		LAFCO Designation	Applicant	Description	Status	Date Filed	Est. Date of Completion
9	DD	City of Palmdale Annexation 2011-19	City of Palmdale	405 acres of uninhabited territory located between Palmdale Blvd and Ave S and 80th and 85th Street East.	Notice of Filing sent 3-22-12 Incomplete filing: property tax transfer resolution, inadequate CEQA, maps of limiting addresses, list of limiting addresses, and approved map and legal. DUC adjacent	3/8/2012	Unknown
10	DD	Annexation 2014-04 to the City of Calabasas	City of Calabasas	annex approximately 43.31± acres of uninhabited territory to the City of Calabasas. The affected territory is generally located along Agoura Road between Liberty Canyon Road and Malibu Hills Road, in Los Angeles County unincorporated territory adjacent to the City of Agoura Hills and Calabasas.	Notice of Filing sent 3-20-14 Incomplete filing: property tax transfer resolution, CEQA, pre-zoning ordinance, radius map, landowner and registered voter labels, landowner consent letter, approved map and legal	3/18/2014	Unknown
11	DD	Reorganization No. 2014-03 to the City of Calabasas	City of Calabasas	176± acres immediately north of and adjacent to the 101 freeway between the City of Calabasas and Hidden Hills.	Notice of Filing sent 1-8-15, Incomplete filing: property tax transfer resolution and approved map and legal.	12/10/2014	Unknown
12	DD	Annexation No. 2015-11 to the City of Palmdale (Desert View Highlands)	City of Palmdale	284 acres inhabited territory. Generally located north and south of Elizabeth Lake Road between Amargosa Creek and 10th street west, in Los Angeles County unincorporated territory surrounded by the City of Palmdale	Notice of Filing sent 9-22-15 Incomplete filing: property tax resolution, attachment 'A' plan for municipal services, CEQA (NOD), party disclosure, pre-zoning, map of limiting addresses, registered voter info	9/15/2015	Unknown
13	DD	Annexation No. 2015-09 to the City of Pomona	City of Pomona	5.76 acres uninhabited territory. Located south of Valley Blvd approximately 2500' east of Grand Ave, adjacent to the City of Industry and Pomona.	November 12, 2018 agenda	9/22/2015	Jan-2019

		LAFCO Designation	Applicant	Description	Status	Date Filed	Est. Date of Completion
14	DD	Annexation No. 2015-10 to the City of Agoura Hills	City of Agoura Hills	117 acres uninhabited territory. Located northeast and southwest of Chesebro Road directly north of the Highway 101	Notice of Filing sent 11-3-15 Incomplete filing: property tax transfer resolution.	11/2/2015	Unknown
15	DD	Reorganization No. 2016-01 to the Las Virgenes Municipal Water District	Las Virgenes Municipal Water District	Detachment from West Basin Municipal Water District, and annexation to the Las Virgenes Municipal Water District. Both districts require SOI amendments. The territory consists of 26 single-family homes, generally located south of Cairnloch Street, west of Summit Mountain Way. all within the City of Calabasas.	Notice of Filing send 04-19-16 Incomplete filing: property tax transfer resolution, and map and legal not approved.	2/22/2016	Unknown
16	AD	Annexation No. 2017-02 to the Newhall County Water District	Newhall County Water District	uninhabited territory, located west of the 5 freeway and north of the intersection of The Old Road and Calgrove Blvd.	Notice of Filing sent 06-21-17 Incomplete filing: property tax transfer resolution, CEQA, approved map and legal.	6/15/2017	Unknown
17	DD	Annexation No. 2017-09 to the Wilmington Cemetery District	Wilmington Cemetery District	inhabited territory around Wilmington	Notice of Filing sent 6-10-17 Incomplete filing: property tax transfer resolution	7/10/2017	Unknown
18	DD	Reorganization No. 2017-10 to the Las Virgenes Municipal Water District	Robert Douglass	5.26 acres of uninhabited territory. The affected territory is generally located northeast of the intersection of Hovenweep Lane and Schueren Road, in the unincorporated area north of Malibu	Notice of Filing Sent 11-30-17 Incomplete Filing: property tax transfer resolution, approved map and legal	11/8/2017	Unknown
19	AD	Annexation 298 to District No. 15	Sanitation Districts	4.01 acres of uninhabited territory. The affected territory is generally located on Del Valle Avenue west of the terminus of Mentz Street, all within the City of La Puente.	Notice of Filing Sent 01-04-18 Incomplete filing: property tax transfer resolution.	1/3/2018	Unknown
20	AD	Annexation 754 to District No. 21	Sanitation Districts	0.4 acres of uninhabited territory. The affected territory is located on Padua Avenue approximately 100 feet south of Alamosa Drive, all within the City of Claremont.	Notice of Filing Sent 01-04-18 Incomplete filing: property tax transfer resolution.	1/3/2018	Unknown
21	AD	Annexation 755 to District No. 21	Sanitation Districts	2.5 acres of uninhabited territory. The affected territory is located on Via Padova approximately 400 feet west of Mt. Baldy Road, all within unincorporated Los Angeles County.	Notice of Filing Sent 01-04-18 Incomplete filing: property tax transfer resolution.	1/3/2018	Unknown
22	AD	Santa Clarita Valley Sanitation District of Los Angeles County Annexation 1087	Sanitation Districts	0.311 acres of uninhabited territory. The affected territory is located on the northeast corner of Ferguson Drive and Cherry Drive, all within the unincorporated area of Los Angeles County.	Notice of Filing Sent 2-15-18 Incomplete filing: property tax transfer resolution.	2/13/2018	Unknown
23	AD	Santa Clarita Valley Sanitation District of Los Angeles County Annexation 1088	Sanitation Districts	6.796 acres of uninhabited territory. The affected territory is located on Sierra Highway approximately 600 feet south of Quinn Drive, all within unincorporated Los Angeles County.	Notice of Filing Sent 2-15-18 Incomplete filing: property tax transfer resolution.	2/13/2018	Unknown
24	AD	Santa Clarita Valley Sanitation District of Los Angeles County Annexation 1090	Sanitation Districts	0.58 acres of uninhabited territory. Located on Sierra Highway approximately 150 feet south of Sand Canyon Road, all within unincorporated Los Angeles County.	Notice of Filing Sent 2-15-18 Incomplete filing: property tax transfer resolution.	2/13/2018	Unknown

		LAFCO Designation	Applicant	Description	Status	Date Filed	Est. Date of Completion
25	DD	Reorganization No. 2016-33 to the City of Los Angeles	County of Los Angeles	1.34 acres of uninhabited territory located east of the intersection of W 116th St and Isis Avenue in the City of Los Angeles.	Notice of Filing Sent 2-15-18 Incomplete filing: property tax transfer resolution, ceqa, party disclosure, and approved map and legal	2/3/2018	Unknown
26	AD	Annexation 757 to District No. 21	Sanitation Districts	0.566 acres of uninhabited territory. The affected territory is located on the southeast corner of Mountain Avenue and Sage Street, all within the unincorporated Los Angeles County.	Notice of Filing Sent 03-07-18 Incomplete filing: property tax transfer resolution.	3/7/2018	Unknown
27	AD	Annexation 428 to District No. 22	Sanitation Districts	1.67 acres of uninhabited territory. The affected territory is located on Crestglen Road approximately 300 feet east of Vista Bonita Avenue, all within the City of Glendora.	Notice of Filing Sent 03-22-18 Incomplete filing: property tax transfer resolution.	3/21/2018	Unknown
28	AD	Annexation 297 to District No. 15	Sanitation Districts	13.88 acres of uninhabited territory. The affected territory is located on the southwest corner of Loukelton Street and Echelon Avenue, all within the City of Industry.	Notice of Filing Sent 03-22-18 Incomplete filing: property tax transfer resolution.	3/21/2018	Unknown
29	DD	Reorganization No. 2018-03 to the City of Arcadia	Los Angeles County	.29 acres of uninhabited territory. Parcel 1 is located at the intersection of Oak Avenue and Duarte Road in the City of Arcadia and Parcel 2 is Located along Standish Street east of the intersection Mayflower Avenue and Standish Street adjacent to the City of Arcadia.	Notice of Filing sent 5-9-18 Incomplete filing: property tax transfer resolution, CEQA, party disclosure, approved map and legal, pre-zoning and labels,	5/8/2018	Unknown
30	DD	Annexation No. 2018-04 to the City of Santa Clarita	City of Santa Clarita	3,118± acres of inhabited territory. The affected territory is generally located south of Basques Canyon Road between Sand Canyon Road and Golden Valley Road in Los Angeles County unincorporated territory adjacent to the City of Santa Clarita.	October 10, 2018 agenda	6/18/2018	Nov-2018
31	AD	Annexation No. 430 to District No. 22	Sanitation Districts	1.6± acres of uninhabited territory. The affected territory is located at the southwest corner of Baseline Road and Bunnelle Avenue, all within the City of La Verne.	Notice of Filing Sent 07-17-18 Incomplete filing: property tax transfer resolution.	7/16/2018	Unknown
32	AOB	Dissolution No. 2018-09 for the Sativa County Water District	LAFCO	179.80 acres of inhabited territory within the unincorporated community of Willowbrook and three non-contiguous areas located within the City of Compton.	Notice of Intention sent 6-19-18	Commission - Initiated proposal on 07-11-18	Unknown
33	AD	Annexation 756 to District No. 21	Sanitation Districts	5.07± acres of inhabited territory. The affected territory is located on the south side of Baseline Road between Forbes Avenue and Allegany Court, all within the City of Claremont.	Notice of Filing Sent 09-6-18 Incomplete filing: property tax transfer resolution.	9/5/2018	Unknown
34	AD	Annexation 758 to District No. 21	Sanitation Districts	1.15± acres of uninhabited territory. The affected territory is located on Reedview Drive approximately 300 feet north of Shelyn Drive, all within unincorporated Los Angeles County.	Notice of Filing Sent 11-06-18 Incomplete filing: property tax transfer resolution.	11/5/2018	Unknown
35	AD	Annexation 432 to District No. 22	Sanitation Districts	0.5± acres of uninhabited territory. The affected territory is located on Walnut Avenue at the westerly terminus of Cannon Avenue, all within the City of San Dimas.	Notice of Filing Sent 11-06-18 Incomplete filing: property tax transfer resolution.	11/15/2018	Unknown

		LAFCO Designation	Applicant	Description	Status	Date Filed	Est. Date of Completion
36	DD	Annexation No 2018-10 to the Los Angeles County Waterworks District No. 40, Antelope Valley	Robert Sarkissian	80.91± acres of uninhabited territory. The affected territory is located southeast of the intersection of Blackbird Street and 8Th Street West, in the City of Palmdale	Notice of Filing Sent 10-11-18 Incomplete filing: property tax transfer resolution, approved map and legal, CEQA, mailing labels landowners and registered voters	10/1/2018	Unknown
37	DD	Annexation No. 2018-06 to the San Gabriel Valley Mosquito and Vector Control District	San Gabriel Valley Mosquito and Vector Control District	77.55± acres of inhabited territory. The affected territory is located north of the intersection of Mountain Laurel Way and Highwood Court in the City of Azusa.	Notice of Filing Sent 11-1-18 Incomplete filing: property tax transfer resolution, approved map and legal	10/22/2018	Unknown

Staff Report

November 14, 2018

Agenda Item No. 7.a.

Annexation No. 2015-09 to the City of Pomona and Amendments to the cities of Pomona, Industry and Walnut Spheres of Influence (SOI)

PROPOSAL SUMMARY:

Size of Affected Territory:	9.06± acres
Inhabited/Uninhabited:	Uninhabited
Applicant:	City of Pomona (“City”)
Resolution:	June 18, 2018
Application Filed with LAFCO:	September 22, 2015
Location:	The affected territory is located south of Valley Boulevard approximately 2,500 feet northeast of the intersection of Grand Avenue and Valley Boulevard.
City/County:	Los Angeles County unincorporated territory adjacent to and surrounded the cities of Pomona, Industry, and Walnut.
Affected Territory:	The affected territory consists of industrial and vacant land. A portion of the affected territory is being developed to include 5 concrete tilt-up structures (see Additional Information on page 2). The topography is flat.
Surrounding Territory:	Surrounding the territory is industrial and vacant land.
Landowners/Real Party Interest:	4 landowners: Chalmers South Mission Road, LLC; Lujan Andrew C and Linda M Trust; Mathew Rzonca 2016 Trust and City of Industry
Registered Voters:	0 registered voters.

Purpose/Background:	The City of Pomona states that the annexation is necessary to place a proposed development entirely within the City's jurisdiction (a portion of this proposed development is within Pomona, and another portion is within County unincorporated territory). In addition to the land on which development is proposed, the affected territory includes properties owned by three other landowners.
Jurisdictional Changes:	The jurisdictional changes that result from this proposal include amendments to the City of Pomona and City of Industry Spheres of Influence: detachment from Road District No. 1; withdrawal from the County Public Library System; and annexation to the City of Pomona.
Within SOI:	The affected territory is within the Sphere of Influence of the City of Industry and the City of Walnut and outside of the Sphere of Influence for the City of Pomona. A concurrent Sphere of Influence amendment is being processed with this application to exclude the affected territory from the Sphere of Influence of the City of Industry and the City of Walnut and include the affected territory within the City of Pomona's Sphere of Influence.
Waiver of Notice/Hearing/Protest:	No
CEQA Clearance:	Approximately 3.30± acres of the proposal are exempt from the provisions of CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. On June 18, 2018, the City of Pomona determined that annexation of four parcels in the 3.30± acres are exempt from CEQA and adopted a Mitigated Negative Declaration related to the development of the remaining 5.76± acres.
Additional Information:	On October 10, 2018, Annexation No. 2015-09 to the City of Pomona was continued to the November 14, 2018 Agenda.

The applicant originally filed a proposal to annex two parcels (APN Nos. 8709 026 004 and 8709 026 062) into the City of Pomona. After the filing of the proposal, staff of the County of Los Angeles Chief Executive Office requested that, consistent with Board Policy No. 3.095 City Annexations and Spheres of Influence, additional parcels (APN Nos. 8709 027 004, 8709 027 012, 8709 027 005, and 8709 027 271) be added to the proposed annexation, in order to create a more logical boundary and avoid leaving a small island of unincorporated County. Based upon this input, the applicant worked with LAFCO staff to revise the map and geographic description to include the additional parcels. This revision to the application is consistent with applicable law.

APN	Landowner	Existing Land Use	Proposed Land Use	Land Valuation	% ownership
8709 026 004	Chalmers South Mission Road, LLC	Vacant	5- concrete tilt-up bldgs.	\$3,171,144	73%
8709 026 062	Chalmers South Mission Road, LLC	Vacant			
8709 027 004	Lujan Andrew C & Linda M Trust	Tow Yard	No change	\$965,630	22%
8709 027 012	Lujan Andrew C & Linda M Trust	Tow Yard			
8709 027 005	Rzonca Mathew/s 2016 trust	Bldg. Under Construction	No change	\$203,753	5%
8709 027 271	City of Industry	Vacant	No change	\$4,667	Less than 1%

FACTORS TO BE CONSIDERED PURSUANT TO GOVERNMENT CODE 56668:

a. Population:

The existing population is 0 residents.

The population density issue does not apply because the affected territory is unpopulated.

The estimated future population is 0 residents (no anticipated change).

The affected territory is 9.06± acres. The existing land uses are industrial and vacant land. A portion of the territory (parcels 8709 026 004 and 8709 026 062) is being developed to include 5 concrete tilt-up structures.

The assessed valuation is \$4,346,194 as of the 2017/2018 tax roll.

The per capita assessed valuation issue does not apply because the affected territory is unpopulated.

The Los Angeles County Board of Supervisors is scheduled to adopt the negotiated tax exchange resolution on November 7, 2018. All other involved public agencies have adopted a property tax transfer resolution.

The topography of the affected territory is flat.

There are no natural boundaries.

There are no drainage basins on or near the affected territory.

The nearest populated area is 500 feet northeast of the affected territory. The affected territory is likely to experience modest growth in the next ten years. The adjacent areas are likely to experience modest growth in the next ten years.

b. Governmental Services and Controls:

The affected territory consists of industrial and vacant land. A portion of the territory (parcels 8709 026 004 and 8709 026 062) is being developed to include 5 concrete tilt-up structures which require organized governmental services. The affected territory will require governmental services indefinitely.

The present cost and adequacy of government services and controls in the area are acceptable. The probable effect of the proposed action and of alternative courses of action on the cost and adequacy of services and controls in the affected territory and adjacent areas is minimal.

	Current Service Provider	Proposed Service Provider
Animal Control	County Animal Care and Control	Same (under contract to City of Pomona)
Fire and Emergency Medical	Consolidated Fire Protection District of Los Angeles County	Same (under contract to City of Pomona)
Flood Control	County	Same
Library	County	City of Pomona
Mosquito & Vector Control	San Gabriel Valley Mosquito and Vector Control District	Same
Park and Recreation	County	City of Pomona
Planning	County	City of Pomona
Police	Los Angeles County Sherriff Department	City of Pomona Police
Road Maintenance	County	City of Pomona
Solid Waste	Waste Management (under contract with County)	Waste Management (under contract with City of Pomona)
Street Lighting	County	City of Pomona
Water	Walnut Valley Water District	Same
Wastewater	Septic and Sanitation District No. 21 of Los Angeles County	Same

The County will continue to provide animal control, flood control, fire and emergency medical services, the San Gabriel Valley Mosquito and Vector Control District will continue to provide mosquito and vector control services, Walnut Valley Water District will continue to provide water services, and the Sanitation District No. 21 of Los Angeles County will continue to provide wastewater services to the annexation area.

Upon approval of the annexation request, the City of Pomona will provide library, park and recreation, planning, police, road maintenance, and street lighting as well as solid waste services directly or through contracts. The City will continue to provide adequate services and maintain current service levels. Enhanced service levels will be financed through city general fund revenues or developer fees.

c. *Proposed Action and Alternative Actions:*

The proposed action will have no effect on adjacent areas. The proposed action will have no effect on mutual social and economic interests. The proposal has no impact on the governmental structure of the County.

The effect of alternate actions on mutual social and economic interests and on the local governmental structure of the County is minimal.

d. *Conformity with Commission Policies on Urban Development and Open Space Conversion Policies:*

There are no conformance issues because the Commission has not adopted any policies relative to providing planned, orderly, efficient patterns of urban development.

There is no prime agricultural land within or adjacent to the affected territory. The proposal conforms with the objectives in Government Code Sections 56377(a) and 56377(b).

e. *Agricultural Lands:*

There are no effects on agricultural lands, as defined. None of the land within the affected territory is currently used for the purpose of producing an agricultural commodity for commercial purposes. According to the California Department of Conservation, Division of Land Resource Protection, none of the land within the affected territory is subject to a Land Conservation Act (aka "Williamson Act") contract nor in a Farmland Security Zone (California Land Conservation Act 2012 Status Report).

f. *Boundaries:*

The boundaries of the affected territory have been clearly defined by the applicant, conform to lines of assessment or ownership, and have been reviewed and approved by LAFCO's GIS/Mapping Technician.

The affected territory in this proposed annexation is contiguous to the existing boundaries of the City of Pomona.

The proposal does not create islands or corridors of unincorporated territory

g. *Consistency with Regional Transportation Plan:*

The Southern California Association of Governments (SCAG) adopted its 2016-2040 Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) pursuant to Government Code Section 65080. The closest highway to the annexation is part of the RTP and SCS's State Highway improved program. The proposal has no significant impact upon, and is therefore consistent with, the Regional Transportation Plan.

h. *Consistency with Plans:*

The proposal is consistent with the existing County General Plan designation of LI, Light Industrial.

The affected territory is not within the boundaries of any Specific Plan.

Pursuant to the requirements of Government Code Section 56375(a)(7), Pre-Zoning Ordinance No. 4250 was adopted by the City of Pomona City Council on July 2, 2018. The

pre-zoning designation of the affected territory (M-2 General Industrial) is consistent with the City of Pomona General Plan.

i. *Sphere of Influence:*

The affected territory is within the Sphere of Influence of the City of Industry and the City of Walnut and outside of the Sphere of Influence for the City of Pomona. A concurrent Sphere of Influence amendment is being processed with this application to exclude the affected territory from the Sphere of Influence of the City of Industry and the City of Walnut and include the affected territory within the City of Pomona's Sphere of Influence.

j. *Comments from Public Agencies:*

Staff did not receive any significant comments from public agencies or any resolutions raising objections from any affected agency.

k. *Ability to Provide Services:*

The City of Pomona currently provides municipal services to over 33,000 parcels of land. The annexation would add 6 more parcels to the service area. The City indicated that it has the ability to provide service to the affected territory once the annexation is complete.

l. *Timely Availability of Water Supplies:*

There are no known issues regarding water supply or delivery. Existing water providers are the same before and after annexation.

m. *Regional Housing:*

The proposed annexation has no impact on the achievement of a fair share of regional housing needs of the City or County. The County and City have agreed to a Regional Housing Needs Assessment (RHNA) allocation transfer of 0 units from the County to the City.

n. *Comments from Landowners, Voters, or Residents:*

Although the purpose of the annexation is to bring two parcels associated with a proposed adjacent development under City of Pomona jurisdiction, the affected territory also includes properties owned by two other individual landowners, as well as a parcel owned by the City of Industry.

At the time that the annexation was filed with LAFCO, one of the landowners was processing building plans through the County of Los Angeles. The landowner was concerned that annexation to the City of Pomona would adversely impact the County's review of building plans. Since that time, the County of Los Angeles has issued permits, and the landowner is constructing a building consistent with the County-issued permits. A second landowner voiced concerns that the City of Pomona would prohibit on-street parking; staff referred this landowner to representatives of the City of Pomona.

On October 30, 2018 LAFCO received a letter of opposition from Andrew and Linda Lujan. They are the landowners who had on-street parking concerns when the application was filed with LAFCO. They have additional concerns and do not wish to be a part of the proposed annexation. The letter is enclosed for your review.

o. Land Use Designations

The proposal is consistent with the existing County General Plan designation of LI, Light Industrial.

The proposal is consistent with the existing County zoning designation of M-1.5-BE-IP, Restricted Heavy Manufacturing.

Pursuant to the requirements of Government Code Section 56375(a)(7), Pre-Zoning Ordinance No. 18-461 was adopted by the City of Pomona City Council on July 2, 2018. The pre-zoning designation of the affected territory (M-2 General Industrial) is consistent with the City of Pomona General Plan.

p. Environmental Justice:

The proposal will have no adverse effect with respect to the fair treatment of people of all races and incomes, or the location of public facilities or services.

There are no Disadvantaged Unincorporated Communities (DUCs) within or adjacent to the affected territory.

ADDITIONAL INFORMATION/OTHER MATTERS (RELEVANT TO THE PROPOSAL):

On October 10, 2018, Annexation No. 2015-09 to the City of Pomona was continued to the November 14, 2018 Agenda.

The applicant originally filed a proposal to annex two parcels (APN Nos. 8709 026 004 and 8709 026 062) into the City of Pomona. After the filing of the proposal, staff of the County of Los Angeles Chief Executive Office requested that, consistent with Board Policy No. 3.095 City Annexations and Spheres of Influence, additional parcels (APN Nos. 8709 027 004, 8709 027 012, 8709 027 005, and 8709 027 271) be added to the proposed annexation, in order to create a more logical boundary and avoid leaving a small island of unincorporated County. Based upon this input, the applicant worked with LAFCO staff to revise the map and geographic description to include the additional parcels. This revision to the application is consistent with applicable law.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CLEARANCE:

Approximately 3.30± acres of the proposal are exempt from the provisions of CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) because the activity is covered by the general rule

that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. On June 18, 2018, the City of Pomona determined that annexation of four parcels in the 3.30± acres are exempt from CEQA and adopted a Mitigated Negative Declaration related to the development of the remaining 5.76± acres. The Commission is a responsible agency pursuant to CEQA and State CEQA Guidelines Section 15096.

SPHERE OF INFLUENCE AMENDMENT DETERMINATIONS PURSUANT TO GOVERNMENT CODE 56425(e):

1. Present and Planned Land Uses in the Area

The affected territory consists of industrial and vacant land. A portion of the territory (parcels 8709 026 004 and 8709 026 062) is being developed to include 5 concrete tilt-up structures.

2. Present and Probable Need for Public Facilities and Services in the Area

The affected territory is located within the County of Los Angeles unincorporated area adjacent to the City of Pomona and City of Industry. General government services, including animal control, fire and emergency medical, flood control, library, mosquito and vector control, park and recreation, planning, police, road maintenance, solid waste, street lighting, water, wastewater, and other services are provided by the County, and other special districts.

The affected territory requires organized governmental services. The affected territory will require governmental facilities and services indefinitely.

3. Present Capacity of Public Facilities and Services:

The City of Pomona currently provides municipal services to over 33,000 parcels of land. The annexation would add 6 more parcels to the service area. The City indicated that it has the ability to provide service to the affected territory once the annexation is complete.

4. Social or Economic communities of interest

The proposal will have no adverse effect with respect to the fair treatment of people of all races and incomes, or the location of public facilities or services.

5. Disadvantaged Unincorporated Communities:

There are no Disadvantaged Unincorporated Communities (DUCs) within or adjacent to the affected territory.

SPHERE OF INFLUENCE UPDATE IN ACCORDANCE WITH GOVERNMENT CODE 56425:

A Municipal Services Review (MSR) for the cities of Pomona, Industry, and Walnut was completed during the Commission's initial round of service reviews. Since this annexation is not

expected to impact the overall comprehensive services of the City of Pomona, a MSR is not being required for the current sphere of influence amendment to include the affected territory to the City of Pomona and exclude the affected territory from the City of Industry and City of Walnut. At this time, the existing MSR is considered sufficient to fulfill the requirements of Government Code Section 56430 for this sphere amendment.

CONCLUSION:

Staff recommends approval of the proposal as a logical and reasonable extension of City of Pomona.

RECOMMENDED ACTION:

1. Open the public hearing and receive testimony on the annexation and SOI amendments;
2. There being no further testimony, close the public hearing;
3. Adopt the Resolution Making Determinations, including the California Environmental Quality Act determinations, Approving Annexation No. 2015-09 to the City of Pomona, and Amendments to the cities of Pomona, Industry, and Walnut Spheres of Influence; and
4. Pursuant to Government Code Section 57002, set January 9, 2019, at 9:00 a.m. or the Commission's next available meeting date consistent with the protest provisions, in Room 381-B of the Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California, 90012, as the date and time for Commission protest proceedings.

**RESOLUTION NO. 2018-00RMD
RESOLUTION OF THE LOCAL AGENCY FORMATION
COMMISSION FOR THE COUNTY OF LOS ANGELES
MAKING DETERMINATIONS APPROVING
"ANNEXATION NO. 2015-09 TO THE CITY OF POMONA AND
AMENDMENTS TO THE CITIES OF POMONA, INDUSTRY, AND WALNUT
SPHERES OF INFLUENCE"**

WHEREAS, the City of Pomona (City) adopted a resolution of application to initiate proceedings, which was submitted to the Local Agency Formation Commission for the County of Los Angeles (Commission), pursuant to, Division 3, Title 5, of the California Government Code (commencing with section 56000, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000), for annexation of territory herein described to the City of Pomona, all within the County of Los Angeles (County); and

WHEREAS, the proposed annexation consists of approximately 9.06± acres of uninhabited territory and is assigned the following distinctive short-form designation: "Annexation No. 2015-09 to the City of Pomona"; and

WHEREAS, a description of the boundaries and map of the proposal are set forth in Exhibits "A" and "B", attached hereto and by this reference incorporated herein; and

WHEREAS, the principal reason for the proposed annexation to the City of Pomona is to place a proposed development under one jurisdiction and to create a logical boundary for the City consistent with applicable legal authorities and Board Policy 3.095 City Annexations and Spheres of Influence; and

WHEREAS, the Executive Officer has reviewed the proposal and submitted to the Commission a written report, including his recommendations therein; and

WHEREAS, the Executive Officer has given notice of the public hearing pursuant to Government Code Sections 56150-56160, 56427, 57025, and 57026, wherein the public hearing notice was published in a newspaper of general circulation in the County of Los Angeles on September 10, 2018, which is at least 21 days prior to the public hearing, and said hearing notice was also mailed to all required recipients by first-class mail on or before the date of newspaper publication; and

WHEREAS, on November 14, 2018, after being duly and properly noticed, this proposal came on for hearing, at which time this Commission heard and received all oral and written testimony, objections, and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to this proposal and the report of the Executive Officer; and

WHEREAS, pursuant to Government Code Section 57002, the Commission set the protest hearing for January 9, 2019 at 9:00 a.m., at the Los Angeles County Board of Supervisors Hearing Room, Kenneth Hahn Hall of Administration Room 381-B, located at 500 West Temple Street, Los Angeles, California, 90012.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Commission, acting in its role as a responsible agency with respect to Annexation No. 2015-09 to the City of Pomona, for the 5.76± acres contained in parcels (APN Nos. 8709 026 004 and 8709 026 062), the Commission considered the Mitigated Negative Declaration prepared and adopted by the City of Pomona, as lead agency, on June 18, 2018, together with any comments received during the public review process; certifies that the Commission has independently reviewed and considered and reached its own

conclusions regarding the environmental effects of the project as shown in the Mitigated Negative Declaration; and adopts the mitigation monitoring program for the project, finding that the mitigation monitoring program is adequately designed to ensure compliance with the mitigation measures during project implementation as applicable to the responsible agency. For the remaining 3.30± acres of the proposal (APN Nos. 8709 027 004, 8709 027 012, 8709 027 005, and 8709 027 271), the Commission finds that annexation of the identified area to the City of Pomona is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. When it can be seen with certainty that there is no possibility that the activity in question may have significant effect on the environment, the activity is not subject to CEQA.

2. The Commission hereby amends the Spheres of Influence for the cities of Pomona, Industry, and Walnut so as to exclude the affected territory described in Exhibit "A" and "B" from the City of Industry and the City of Walnut, and include the affected territory described in Exhibit "A" and "B" within the City of Pomona and makes the following determinations in accordance with Government Code Section 56425:

- a. Present and Planned Land Uses in the Area

The affected territory consists of industrial and vacant land. A portion of the territory (parcels 8709 026 004 and 8709 026 062) is being developed to include 5 concrete tilt-up structures.

b. Present and Probable Need for Public Facilities and Services in the Area

The affected territory is located within the County of Los Angeles unincorporated area adjacent to the cities of Pomona, Industry and Walnut. General government services, including animal control, fire and emergency medical, flood control, library, mosquito and vector control, park and recreation, planning, police, road maintenance, solid waste, street lighting, water, wastewater, and other services are provided by the County, and other special districts.

The affected territory requires organized governmental services. The affected territory will require governmental facilities and services indefinitely

c. Present Capacity of Public Facilities and Adequacy of Public Services that the Agency Provides or is Authorized to Provide

The City of Pomona currently provides municipal services to over 33,000 parcels of land. The annexation would add 6 more parcels to the service area. The City indicated that it has the ability to provide service to the affected territory once the annexation is complete.

d. Existence of Any Social or Economic Communities of Interest

The proposal will have no adverse effect with respect to the fair treatment of people of all races and incomes, or the location of public facilities or services.

e. Disadvantaged Unincorporated Communities

There are no Disadvantaged Unincorporated Communities (DUCs) within or adjacent to the affected territory.

3. A description of the boundaries and map of the proposal, as approved by this Commission, are set forth in Exhibits "A" and "B", attached hereto and by this reference incorporated herein.
4. The affected territory consists of 9.06± acres, is uninhabited, and is assigned the following short form designation: "Annexation No. 2015-09 to the City of Pomona".
5. Annexation No. 2015-09 to the City of Pomona is hereby approved, subject to the following terms and conditions:
 - a. The City of Pomona agrees to defend, hold harmless and indemnify LAFCO and/or its agents, officers and employees from any claim, action or proceeding against LAFCO and/or its agents, officers and employees to attack, set aside, void or annul the approval of LAFCO concerning this proposal or any action relating to or arising out of such approval.
 - b. The effective date of the annexation shall be the date of recordation.
 - c. Payment of Registrar-Recorder/County Clerk and State Board of Equalization fees.
 - d. The territory so annexed shall be subject to the payment of such service charges, assessments or taxes as may be legally imposed by the City.
 - e. The regular County assessment roll shall be utilized by the City.

- f. The affected territory will be taxed for any existing general indebtedness, if any, of the City.
- g. Annexation of the affected territory described in Exhibits "A" and "B" to the City of Pomona.
- h. Upon the effective date of the annexation, all right, title, and interest of the County, including but not limited to, the underlying fee title or easement where owned by the County, in any and all sidewalks, trails, landscaped areas, street lights, property acquired and held for future road purposes, open space, signals, storm drains, storm drain catch basins, local sanitary sewer lines, sewer pump stations and force mains, water quality treatment basins and/or structures, and water quality treatment systems serving roadways and bridges shall vest in the City.
- i. Upon the effective date of the annexation, the City shall be the owner of, and responsible for, the operation, maintenance, and repair of all of the following property owned by the County: public roads, adjacent slopes appurtenant to the roads, street lights, traffic signals, mitigation sites that have not been accepted by regulatory agencies but exist or are located in public right-of-way and were constructed or installed as part of a road construction project within the annexed area, storm drains and storm drain catch basins within street right-of-way and appurtenant slopes, medians and adjacent property.
- j. Upon the effective date of the annexation, the City shall do the following: (1) assume ownership and maintenance responsibilities for all drainage devices,

storm drains and culverts, storm drain catch basins, appurtenant facilities (except regional Los Angeles County Flood Control District (LACFCD) facilities for which LACFCD has a recorded fee or easement interest and which have been accepted into the LACFCD system), site drainage, and all master plan storm drain facilities that are within the annexation area and are currently owned, operated and maintained by the County ; (2) accept and adopt the County of Los Angeles Master Plan of Drainage (MPD), if any, which is in effect for the annexation area. Los Angeles County Department of Public Works Department (LACDPW) should be contacted to provide any MPD which may be in effect for the annexation area. Deviations from the MPD shall be submitted to the Chief Engineer of LACFCD/Director of LACDPW for review to ensure that such deviations will not result in diversions between watersheds and/or will not result in adverse impacts to LACFCD's flood control facilities; (3) administer flood zoning and Federal Emergency Management Agency floodplain regulations within the annexation area; (4) coordinate development within the annexation area that is adjacent to any existing flood control facilities for which LACFCD has a recorded easement or fee interest, by submitting maps and proposals to the Chief Engineer of LACFCD/Director of LACDPW, for review and comment.

- k. Except to the extent in conflict with "a" through "j", above, the general terms and conditions contained in Chapter 2 of Part 5, Division 3, Title 5 of the California Government Code (commencing with Government Code Section 57325) shall apply to this annexation.

6. Pursuant to Government Code Section 57002, the Commission hereby sets the protest hearing for January 9, 2019 at 9:00 a.m. or the Commission's next available meeting date consistent with the protest provisions, in Room 381-B of the Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012, and directs the Executive Officer to give notice thereof pursuant to Government Code Sections 57025 and 57026.
7. The Executive Officer is hereby authorized and directed to mail copies of this resolution as provided in Government Code Section 56882.

PASSED AND ADOPTED this 10th day of October 2018.

MOTION:

SECOND:

AYES:

NOES:

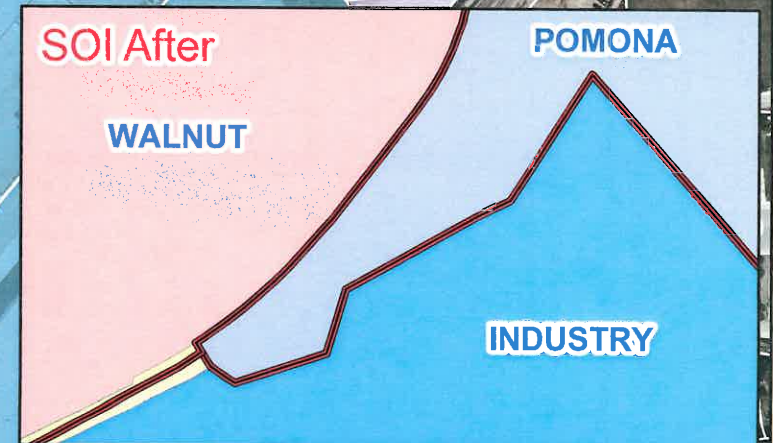
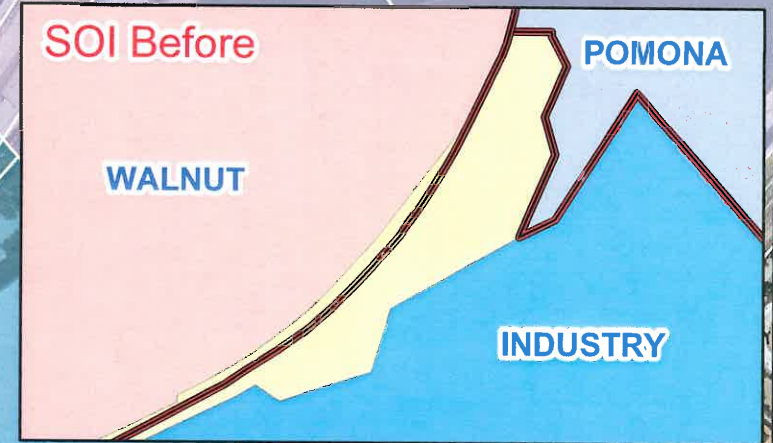
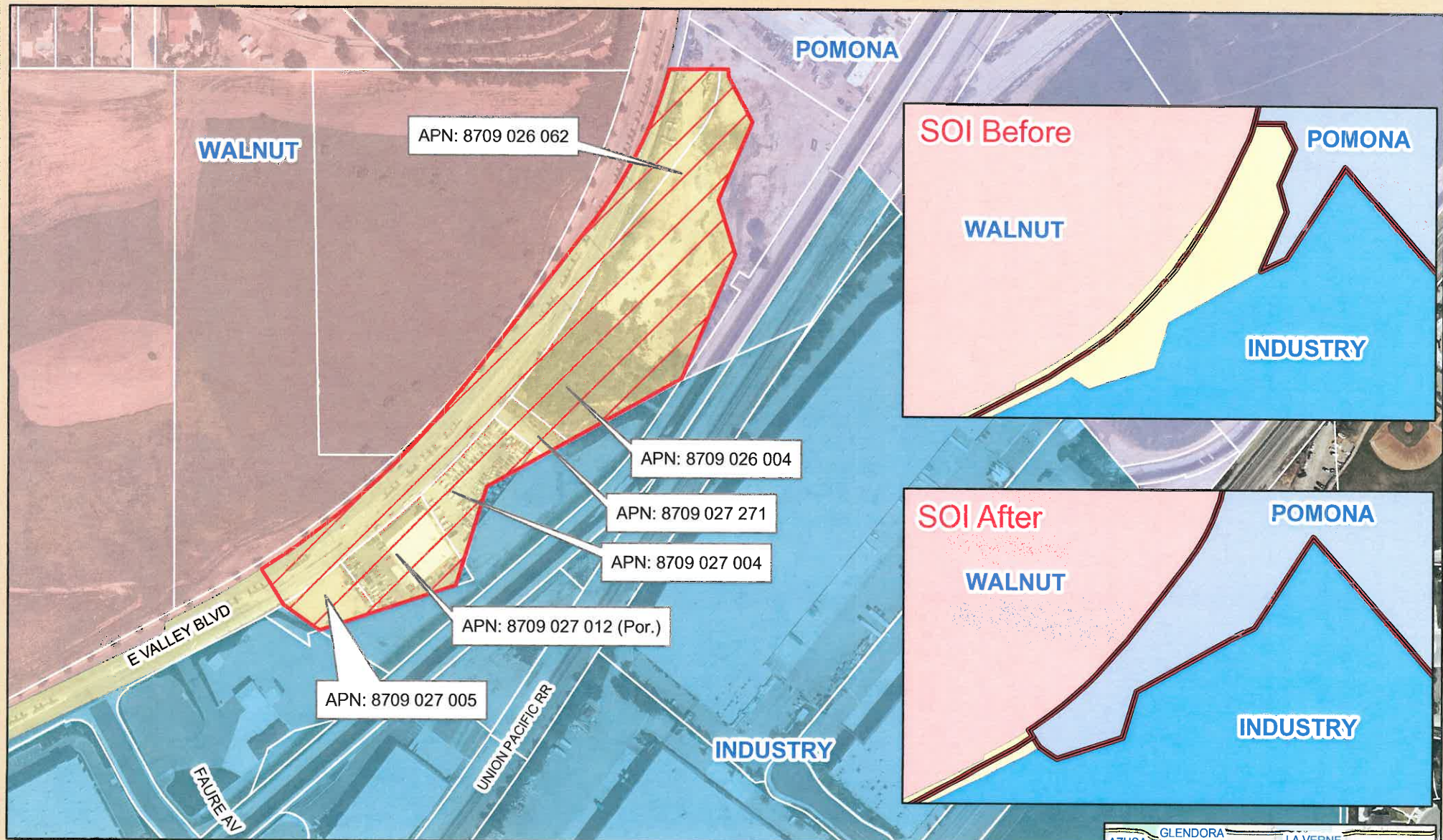
ABSTAIN:

ABSENT:







MOTION PASSES: 0/0/0

**LOCAL AGENCY FORMATION COMMISSION
FOR THE COUNTY OF LOS ANGELES**

**Paul A. Novak, AICP
Executive Officer**

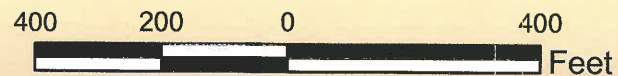


Legend

-  2015-09 Pomona
-  County Unincorporated
-  City of Industry
-  City of Pomona
-  City of Walnut
-  Sphere of Influence (SOI)

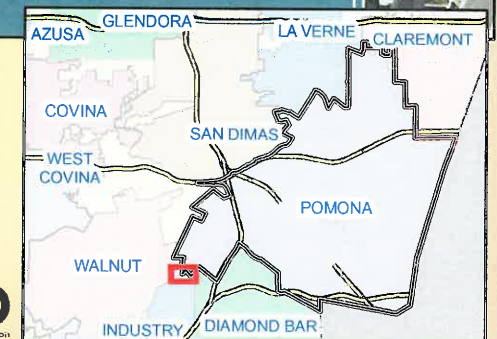
Annexation 2015-09 to the City of Pomona

*(Includes SOI Amendments for the
Cities of Walnut, Industry and Pomona)*



LAFCO
Local Agency Formation Commission
for the County of Los Angeles

November 14, 2013



C:\GIS\MXDs\Annexations\2015-09 Pomona.mxd



2015-09

October 09, 2018

Attn: Paul Novak, Executive Officer
Board of Supervisors Hearing Room, Room 381B
Kenneth Hahn Hall of Administration
500 West Temple Street
LA, CA 90012
FAX 626 204 6507 Attn: Doug

2018 OCT 30 AM 9:32

RECEIVED

Dear Board of Supervisors;

RE: Due before Public Hearing/ Proceedings November 14, 2018 at 9:00 am.

We strongly oppose annexation number 2015-09 regarding the City of Pomona's intention to annex our property at 22064-22066 Valley Blvd. Walnut, CA 91789. We understand this annexation proposal is driven by Pomona's desire to help the developer, (Chalmers South Mission Road, LLC) who wishes to develop the property located at 22122 Valley Blvd. Our property is not essential to the success of their development.

Issues:

1. Lack of possibility of a sewer system on our property which was being solicited for in the City of Walnut.
2. Lack of interest of the City of Pomona to give us sewage system tied into the street.
3. Loss of 30 years of commercial branding and customer base for our business located in this annex. California Coach Auto Body, Inc. has been in the City of Walnut since 1988.
4. Substantial Property Tax Increases from City of Walnut to the City of Pomona.
5. The loss of our 30 year longstanding slogan for body shop and towing operations in the City of Walnut "Since 1988".
6. Financial costs of address changes in business signage, marquee, stationary, a variety of business forms, checks, advertising, websites, invoicing, change of business tow decals on tow and auto fleet of over 15 units.
7. Financial losses of loss 1.2 million annual revenue from loss of a Tow Service Agreement with Walnut Sheriff Station with over 30 year history.
8. Financial losses of the body shop repair Mercury Insurance direct repair facility contract with over 14 year history due to change in the name of the city served.
9. Environmental issue of loss of open space with the high possibility of rodent infestation with our adjacent property within about 14 feet from our property lines.
10. Lowered commercial property values from a Walnut address to a Pomona address.
11. Loss of our 30 year affiliation with the City of Walnut government and our local community organizing.



zoning, parking and traffic changes which will be imposed by the City of Pomona

13. No parking will be available for our customers and 70 employees. We will need to relocate our entire operations.
14. Increased traffic congestions and accidents due to the merging of Chalmers construction and customers on a Valley Blvd with the speed limit of 50 MPH with their estimate of 150 new employees.
15. The increased need for traffic safety and a light signal with Chalmers notice of 150 new employees estimated on the LAFCO Notice of Filing on September 23, 2015.
16. Reduction in health and safety with reduced proximity to City of Walnut Fire and other emergency services.
17. With the proposed constructions of the Chalmers Groups there might be a negative impact in our local Air Quality and potential Valley Fever exposure to our 70 employees within 30 feet of the Chalmers construction project. There has been a lack of investigation of the possible *Coccidioides immitis* (a microscopic fungus known as *Coccidioides immitis* which lives in the top two to 12 inches of soil in many parts of the state. When the Chalmers Group property soil is disturbed by activities such as digging or winds, fungal spores can become airborne and potentially be inhaled by our workers.
18. Financial impact and hardship of filing for new business licensing's
19. The strong opposition of owner/tenants and likely loss of income for rent storage space at 22066 Valley Blvd.
 - a. California Coach Collision, Inc.
 - b. California Coach Towing, Inc.
 - c. California Coach Auto Body, Inc.
20. Lack of consideration for financial losses to tenants/business owners with over 30-year history when this can be limited to the annexation for the sole property at 22122 Valley Blvd. and not include us at 22064-22066 Valley Blvd.
21. Likely loss of a strategic and important U-Turn for east bound traffic at Valley Blvd. at our commercial /property location for daily tow truck dispatched to emergency calls and our clients.
22. Why does this annex allow the City of Industry behind us to avoid the annexation? Exhibit B shows the City of Industry "island" within this Annex. Why are not we allowed this same benefit offered to the City of Industry who enjoys exemption from this proposed annexation to The City of Pomona?

Andrew C. Lujan can be reached at (909) 376-9884 with any clarifications required.

Regards,

Andrew C. Lujan

Linda M. Lujan



Lujan, Andrew C, and Linda M.

Lujan Family Trust

3142 English Road

Chino Hills CA 91709

Property Owners of Assessor's ID No. : 8709 027 012 17 000 & 8709 027 004 17 000

cc:

Andrew C. Lujan, President

Linda M. Lujan, VP

Officers/ Owner/ Tenants, California Coach Towing, Inc.

Officer/ Owner/ Tenants, California Coach Auto Body, Inc.

22064-22066 Valley Blvd.

Walnut CA 91789

cc:

Council Members

City of Pomona

505 South Garey Ave.

Pomona, CA 91766

cc:

Matthew Rzonca

22040 E. Valley Blvd.

Walnut, CA 91789

Emailed:

Doug Dorado, Clerk Email: ddorado@LALASCO.ORG.

Kenneth Hahn Hall of Administration

500 West Temple Street

LA, CA 90012

Staff Report

November 14, 2018

Agenda Item No. 8.a.

Protest Hearing on Annexation No. 2018-04 to the City of Santa Clarita (Plum Canyon, Skyline Ranch, and North Sand Canyon)

On October 10, 2018, your Commission approved a request for the annexation of approximately 3,118± acres of inhabited territory into the boundaries of the City of San Clarita. The Protest Hearing before you today will satisfy the requirements of Government Code Section 57000, *et seq.*

The number of written protests received and not withdrawn is ____.

PROPOSAL SUMMARY:

Size of Affected Territory:	3,118± acres
Inhabited/Uninhabited:	Inhabited
Applicant:	City of Santa Clarita
Resolution:	April 24, 2018
Application Filed with LAFCO:	June 27, 2018
Location:	The affected territory is located south of Vasquez Canyon Road between Sand Canyon Road and Golden Valley Road.
City/County:	Los Angeles County unincorporated territory adjacent to the City of Santa Clarita.
Affected Territory:	Area A consists of approximately 1,990 single and multi-family homes and vacant land. The territory is being developed to include approximately 1,894 additional residential units. Area B consists of approximately 74 single and multi-family homes and vacant land. No additional development is proposed in Area B.
Surrounding Territory:	Surrounding the territory is residential and vacant land.
Landowners/Real Party of Interest:	There are multiple owners of record/City of Santa Clarita

Registered Voters:	3,508 registered voters as of April 12, 2018
Purpose/Background:	Several landowners within the affected territory approached the City of Santa Clarita for annexation. The property owners cite that the quality of services provided by the City and the desire for local government representation are the reasons for the annexation.
Jurisdictional Changes:	The jurisdictional changes that result from this proposal include detachment from County Road District No. 5; withdrawal from County Lighting Maintenance District 1687 and County Library System; exclusion from County Road District LLA-1, Unincorporated Zone; transfer of drainage improvements and related assessments for Plum Canyon and Skyline Ranch; conveyance, acceptance and retention of certain parks, open space, storm drains, streets, sewers, sewer pump station, and water quality facilities; and annexation to the City of Santa Clarita and Santa Clarita Landscaping and Lighting District.
Within SOI:	Yes
Waiver of Notice/Hearing/Protest:	No
CEQA Clearance:	The California Environmental Quality Act (CEQA) clearance is a Negative Declaration adopted by the City of Santa Clarita, as lead agency, on April 24, 2018.
Additional Information:	None

FACTORS TO BE CONSIDERED PURSUANT TO GOVERNMENT CODE 56668:

a. Population:

The existing population is 6,192 residents as of April 12, 2018. The population density is 1.99 persons per acre.

The estimated future population is 11,874 residents.

The affected territory is 3,118+/- acres. Area A consists of approximately 1,990 single and multi-family homes and vacant land. The territory is being developed to include approximately 1,894 additional residential units. Area B consists of approximately 74 single and multi-family homes and vacant land. No additional development is proposed in Area B.

The assessed valuation is \$474,517,309 as of April 12, 2018.

The per capita assessed valuation is \$76,633.

On September 11, 2018, the County adopted a negotiated tax exchange resolution; all other involved public agencies have adopted a corresponding property tax transfer resolution.

The topography of the affected territory is hilly.

There are no natural boundaries within or adjacent to the affected territory.

There are no drainage basins on or near the affected territory.

The nearest populated area is directly south and west of the affected territory. The affected territory is likely to experience significant growth in the next ten years. The adjacent areas are likely to experience moderate growth in the next ten years.

b. Governmental Services and Controls:

The affected territory will be developed to include approximately 1,894 residential units which require organized governmental services. The affected territory will require governmental services indefinitely.

The present cost and adequacy of government services and controls in the area are acceptable. The probable effect of the proposed action and of alternative courses of action on the cost and adequacy of services and controls in the affected territory and adjacent areas is minimal.

	Current Service Provider	Proposed Service Provider
Animal Control	County Animal Care and Control	Same (under contract to City)
Fire and Emergency Medical	Consolidated Fire Protection District of Los Angeles County	Same (under contract to City)
Flood Control	County	Same
Library	County Library	City of Santa Clarita
Mosquito & Vector Control	Greater Los Angeles County Vector Control District	Same
Park and Recreation	County	City of Santa Clarita
Planning	County	City of Santa Clarita
Police	Sheriff	Same (under contract to City)
Road Maintenance	County	City of Santa Clarita
Solid Waste	Burrtec Waste Industries, Inc. (under contract to County)	Same (under contract to City)
Street Lighting	County	City of Santa Clarita
Water	Santa Clarita Valley Water Agency	Same
Wastewater	Santa Clarita Valley Sanitation District of Los Angeles County	Same

The County will continue to provide animal control, fire and emergency medical, police and flood control services; the Greater Los Angeles County Vector Control District will continue to provide mosquito and vector control services; the Santa Clarita Valley Water Agency will continue to provide water services; and the Santa Clarita Valley Sanitation District of Los Angeles County will continue to provide wastewater services to the annexation area.

Upon approval of the annexation request, the City of Santa Clarita will provide park and recreation, planning, road maintenance, and street lighting, as well as solid waste services directly or through contracts. The City will continue to provide adequate services and maintain current service levels. Enhanced service levels will be financed through City general fund revenues or developer fees.

The jurisdictional changes that result from this proposal include detachment from County Road District No. 5; withdrawal from County Lighting Maintenance District 1687 and County Library System; exclusion from County Road District LLA-1, Unincorporated Zone; transfer of drainage improvements and related assessments for Plum Canyon and Skyline Ranch; conveyance, acceptance and retention of certain parks, open space, storm drains, streets, sewers, sewer pump station, and water quality facilities; and annexation to the City of

Santa Clarita and Santa Clarita Landscaping and Lighting District.

The County manages several special assessment districts within the proposed annexation area. As part of this annexation request, the affected territory will be detached from County Road Maintenance District No. 5; withdrawn from County Lighting Maintenance District 1687 and the County Public Library System; excluded from County Lighting District LLA-1, Unincorporated Zone; transfer of drainage improvements and related assessments for Plum Canyon and Skyline Ranch; conveyance, acceptance and retention of certain parks, open space, storm drains, streets, sewers, sewer pump station, and water quality facilities and the City of Santa Clarita will assume responsibility for funding and providing these services.

The following special district assessments would be applied upon annexation: Open Space Preservation District - \$35.00 per single-family residence per year, Stormwater Facility Maintenance District - \$24.51 per single-family residence per year, Landscape Maintenance District - \$65.39 per single-family residence per year, and annexation to Santa Clarita Street Light Maintenance District No. 1 - \$78.87 per single-family residence per year.

c. *Proposed Action and Alternative Actions:*

The proposed action will have no effect on adjacent areas. The proposed action will have no effect on mutual social and economic interests. The proposal has no impact on the governmental structure of the County.

The effect of alternate actions on mutual social and economic interests and on the local governmental structure of the County is minimal.

d. *Conformity with Commission Policies on Urban Development and Open Space Conversion Policies:*

There are no conformance issues because the Commission has not adopted any policies relative to providing planned, orderly, efficient patterns of urban development.

There is no prime agricultural land within or adjacent to the affected territory. The proposal conforms with the objectives in Government Code Sections 56377(a) and 56377(b).

e. *Agricultural Lands:*

There are no effects on agricultural lands, as defined. None of the land within the affected territory is currently used for the purpose of producing an agricultural commodity for commercial purposes. According to the California Department of Conservation, Division of Land Resource Protection, none of the land within the affected territory is subject to a Land Conservation Act (aka "Williamson Act") contract nor in a Farmland Security Zone (California Land Conservation Act 2012 Status Report).

f. Boundaries:

The boundaries of the affected territory have been clearly defined by the applicant, conform to lines of assessment or ownership, and have been reviewed and approved by LAFCO's GIS/Mapping Technician.

The affected territory in this proposed annexation is contiguous to the existing boundaries of the City of Santa Clarita.

The proposal does not create islands or corridors of unincorporated territory

g. Consistency with Regional Transportation Plan:

The Southern California Associated Governments (SCAG) adopted its 2016-2040 Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) pursuant to Government Code Section 65080. The closest highway to the annexation, is part of the RTP and SCS's State Highway improved program. The proposal has no significant impact and is therefore consistent with the Regional Transportation Plan.

h. Consistency with Plans:

The proposal is consistent with the existing County General Plan designations of Neighborhood Commercial (CN), Non-Urban 2 (NU2), Non-Urban 3 (NU3), Non-Urban 4 (NU4), Open Space (OS), Urban Residential 1 (UR1) 2 units per acre, Urban Residential 2 (UR2) 5 units per acre, Urban Residential 4 (UR4) 18 units per acre, and Urban Residential 5 (UR5) 30 units per acre.

The affected territory is not within the boundaries of any Specific Plan.

Pursuant to the requirements of Government Code Section 56375(a)(7), Pre-Zoning Ordinance No. 18-06 was adopted by the City of Santa Clarita City Council on May 8, 2018. The pre-zoning designation of Neighborhood Commercial (CN), Non-Urban 2 (NU2), Non-Urban 3 (NU3), Non-Urban 4 (NU4), Open Space (OS), Urban Residential 1 (UR1) 2 units per acre, Urban Residential 2 (UR2) 5 units per acre, Urban Residential 4 (UR4) 18 units per acre, and Urban Residential 5 (UR5) 30 units per acre is consistent with the City of Santa Clarita General Plan.

i. Sphere of Influence:

The affected territory is within the Sphere of Influence of the City of Santa Clarita.

j. Comments from Public Agencies:

Staff did not receive any significant comments from public agencies or any resolutions raising objections from any affected agency.

k. Ability to Provide Services:

The City of Santa Clarita currently provides municipal services to almost 64,000 parcels of land. The annexation would add approximately 2,800 more parcels and over 6,000 residents

to the service area. The City indicated that it has the ability to provide service to the affected territory once the annexation is complete.

l. Timely Availability of Water Supplies:

There are no known issues regarding water supply or delivery.

m. Regional Housing:

The proposed annexation has no impact on the achievement of a fair share of regional housing needs of the City or County. The County and City have agreed to a Regional Housing Needs Assessment (RHNA) allocation transfer of 251 of Very Low Income, 250 Low Income, 0 Moderate Income, and 1,431 Above Moderate Income units from the County to the City.

n. Comments from Landowners, Voters, or Residents:

Staff did not receive any significant comments from landowners, voters, or residents.

o. Land Use Designations

The proposal is consistent with the existing County General Plan designations of Neighborhood Commercial (CN), Non-Urban 2 (NU2), Non-Urban 3 (NU3), Non-Urban 4 (NU4), Open Space (OS), Urban Residential 1 (UR1) 2 units per acre, Urban Residential 2 (UR2) 5 units per acre, Urban Residential 4 (UR4) 18 units per acre, and Urban Residential 5 (UR5) 30 units per acre.

The proposal is consistent with the existing zoning designations of Neighborhood Commercial (CN), Non-Urban 2 (NU2), Non-Urban 3 (NU3), Non-Urban 4 (NU4), Open Space (OS), Urban Residential 1 (UR1) 2 units per acre, Urban Residential 2 (UR2) 5 units per acre, Urban Residential 4 (UR4) 18 units per acre, and Urban Residential 5 (UR5) 30 units per acre.

Pursuant to the requirements of Government Code Section 56375(a)(7), Pre-Zoning Ordinance No. 18-06 was adopted by the City of Santa Clarita City Council on May 8, 2018. The pre-zoning designation of Neighborhood Commercial (CN), Non-Urban 2 (NU2), Non-Urban 3 (NU3), Non-Urban 4 (NU4), Open Space (OS), Urban Residential 1 (UR1) 2 units per acre, Urban Residential 2 (UR2) 5 units per acre, Urban Residential 4 (UR4) 18 units per acre, and Urban Residential 5 (UR5) 30 units per acre is consistent with the City of Santa Clarita General Plan.

p. Environmental Justice:

The proposal will have no adverse effect with respect to the fair treatment of people of all races and incomes, or the location of public facilities or services.

There are no Disadvantaged Unincorporated Communities (DUCs) within or adjacent to the affected territory.

ADDITIONAL INFORMATION/OTHER MATTERS (RELEVANT TO THE PROPOSAL):

None.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CLEARANCE:

The CEQA clearance is a Negative Declaration adopted by the City of Santa Clarita, as lead agency, on April 24, 2018. The Commission is a responsible agency pursuant to CEQA and State CEQA Guidelines Section 15096.

CONCLUSION:

Staff recommends approval of the proposal as a logical and reasonable extension of the City of Santa Clarita which will be for the interest of landowners and/or present and/or future inhabitants within the City and within the annexation territory.

RECOMMENDED ACTION:

1. Open the protest hearing and receive written protests;
2. Close the protest hearing;
3. Instruct the Executive Officer, pursuant to Government Code Section 57075, to determine the value of written protests filed and not withdrawn and report back to the Commission with the results; and
4. Based upon the results of the protest hearing, adopt a resolution either terminating the annexation proceedings if a majority protest exists pursuant to Government Code Section 57078, ordering Annexation No. 2018-04 to the City of Santa Clarita (Plum Canyon, Skyline Ranch, and North Sand Canyon) directly, or ordering the annexation subject to confirmation by the registered voters of the affected territory.

**RESOLUTION NO. 2018-00PR
RESOLUTION OF THE LOCAL AGENCY FORMATION
COMMISSION FOR THE COUNTY OF LOS ANGELES
MAKING DETERMINATIONS ORDERING
" ANNEXATION NO. 2018-04 TO THE CITY OF SANTA CLARITA
(PLUM CANYON, SKYLINE RANCH, AND NORTH SAND CANYON)"**

WHEREAS, the City Santa Clarita (City) adopted a resolution of application to initiate proceedings, which was submitted to the Local Agency Formation Commission for the County of Los Angeles (Commission), pursuant to, Division 3, Title 5, of the California Government Code (commencing with section 56000, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000), for annexation of territory herein described to the City of Santa Clarita and the City of Santa Clarita Landscaping and Lighting District; detachment from Road District No. 5; withdrawal from County Lighting Maintenance District 1687 and the County Public Library System; exclusion from the County Lighting District LLA-1, Unincorporated Zone; transfer of drainage improvements and related assessments for Plum Canyon and Skyline Ranch; and conveyance, acceptance and retention of certain parks, open space, storm drains, streets, sewers, sewer pump station, and water quality facilities, all within the County of Los Angeles (County); and

WHEREAS, the proposed annexation consists of approximately 3,118± acres of inhabited territory and is assigned the following distinctive short-form designation: "Annexation No. 2018-04 to the City of Santa Clarita (Plum Canyon, Skyline Ranch, and North Sand Canyon)"; and

WHEREAS, a description of the boundaries and map of the proposal are set forth in Exhibits "A" and "B", attached hereto and by this reference incorporated herein; and

WHEREAS, the principal reason for the proposed annexation to the City is that

landowners within the affected territory desire the services provided by the City and local government representation; and

WHEREAS, on October 10, 2018, the Commission approved Annexation No. 2018-04 to the City of Santa Clarita (Plum Canyon, Skyline Ranch, and North Sand Canyon); and

WHEREAS, pursuant to Government Code Section 57002, the Commission set the protest hearing for November 14, 2018 at 9:00 a.m., at the Los Angeles County Board of Supervisors Hearing Room, Kenneth Hahn Hall of Administration Room 381-B, located at 500 West Temple Street, Los Angeles, California, 90012; and

WHEREAS, the Executive Officer has given notice of the protest hearing pursuant to Government Code Sections 56150-56160, 56660-56661, 57025, and 57026, wherein the protest hearing notice was published in a newspaper of general circulation in the County of Los Angeles on October 19, 2018, which is at least 21 days prior to the protest hearing, and said hearing notice was also mailed to all required recipients by first-class mail on or before the date of newspaper publication; and

WHEREAS, at the time and place fixed in the notice, the hearing was held, and any and all oral or written protests, objections, and evidence were received and considered; and

WHEREAS, the Commission, acting as the conducting authority, has the ministerial duty of tabulating the value of protests filed and not withdrawn and either terminating these proceedings if a majority protest exists or ordering the annexation directly or subject to confirmation by the registered voters.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Commission finds that the number of property owners is 2,800, and the number of registered voters is 3,508, and the total assessed value of land within the affected territory is \$474,517,309.
 - a) The Commission finds that the number of property owners who filed written protests in opposition to Annexation No. 2018-04 to the City of Santa Clarita (Plum Canyon, Skyline Ranch, and North Sand Canyon) and not withdrawn is ___, which, even if valid, represents less than 25 percent of the number of owners of land who own at least 25 percent of the assessed value of land within the affected territory; and
 - b) The Commission finds that the number of registered voters who filed written protests in opposition to Annexation No. 2018-04 to the City of Santa Clarita (Plum Canyon, Skyline Ranch, and North Sand Canyon) and not withdrawn is ___, which, even if valid, represents less than 25 percent of the number of registered voters residing within boundaries of the affected territory.
3. A description of the boundaries and map of the proposal, as approved by this Commission, are set forth in Exhibits "A" and "B", attached hereto and by this reference incorporated herein.
4. The affected territory consists of 3,118± acres, is inhabited, and is assigned the following short form designation: "Annexation No. 2018-04 to the City of Santa Clarita (Plum Canyon, Skyline Ranch, and North Sand Canyon)".

5. Annexation No. 2018-04 to the City of Santa Clarita (Plum Canyon, Skyline Ranch, and North Sand Canyon) is hereby approved, subject to the following terms and conditions:

- a. The City of Santa Clarita agrees to defend, hold harmless and indemnify LAFCO and/or its agents, officers and employees from any claim, action or proceeding against LAFCO and/or its agents, officers and employees to attack, set aside, void or annul the approval of LAFCO concerning this proposal or any action relating to or arising out of such approval.
- b. The effective date of the annexation shall be the date of recordation.
- c. Payment of Registrar- Recorder/County Clerk and State Board of Equalization fees.
- d. The territory so annexed shall be subject to the payment of such service charges, assessments or taxes as may be legally imposed by the City.
- e. The regular County assessment roll shall be utilized by the City.
- f. The affected territory will be taxed for any existing general indebtedness, if any, of the City.
- g. Annexation of the affected territory described in Exhibits "A" and "B" to the City of Santa Clarita and the Santa Clarita Landscaping and Lighting District.
- h. Detachment of the affected territory from Road District No. 5.
- i. Withdrawal of affected territory from County Lighting Maintenance District 1687 and County Public Library System.
- j. Exclusion of the affected territory from the County Lighting District LLA-1, Unincorporated Zone.

- k. Conveyance, acceptance and retention of certain parks, open space, storm drains, streets, sewers, sewer pump station, and water quality facilities consistent with the Joint Resolution between the City and County for the City's Annexation of Unincorporated Territory Known as Annexation No. 2018-4 approved by the County of Los Angeles Board of Supervisors on September 11, 2018 ("Joint Resolution").
- l. Upon the effective date of the annexation and except as provided in the Joint Resolution, all right, title, and interest of the County, including but not limited to, the underlying fee title or easement where owned by the County, in any and all sidewalks, trails, landscaped areas, street lights, property acquired and held for future road purposes, open space, signals, storm drains, storm drain catch basins, local sanitary sewer lines, sewer pump stations and force mains, water quality treatment basins and/or structures, and water quality treatment systems serving roadways and bridges shall vest in the City.
- m. Upon the effective date of the annexation and except as provided in the Joint Resolution, the City shall be the owner of, and responsible for, the operation, maintenance, and repair of all of the following property owned by the County: public roads, adjacent slopes appurtenant to the roads, street lights, traffic signals, mitigation sites that have not been accepted by regulatory agencies but exist or are located in public right-of-way and were constructed or installed as part of a road construction project within the annexed area, storm drains and storm drain catch basins within street right-of-way and appurtenant

slopes, medians and adjacent property.

- n. Upon the effective date of the annexation and except as provided in the Joint Resolution, the City shall do the following: (1) assume ownership and maintenance responsibilities for all drainage devices, storm drains and culverts, storm drain catch basins, appurtenant facilities (except regional Los Angeles County Flood Control District (LACFCD) facilities for which LACFCD has a recorded fee or easement interest and which have been accepted into the LACFCD system), site drainage, and all master plan storm drain facilities that are within the annexation area and are currently owned, operated and maintained by the County ; (2) accept and adopt the County of Los Angeles Master Plan of Drainage (MPD), if any, which is in effect for the annexation area. Los Angeles County Department of Public Works Department (LACDPW) should be contacted to provide any MPD which may be in effect for the annexation area. Deviations from the MPD shall be submitted to the Chief Engineer of LACFCD/Director of LACDPW for review to ensure that such deviations will not result in diversions between watersheds and/or will not result in adverse impacts to LACFCD's flood control facilities; (3) administer flood zoning and Federal Emergency Management Agency floodplain regulations within the annexation area; (4) coordinate development within the annexation area that is adjacent to any existing flood control facilities for which LACFCD has a recorded easement or fee interest, by submitting maps and proposals to the Chief Engineer of LACFCD/Director of LACDPW, for review and comment.

- o. Except to the extent in conflict with "a" through "n", above, the general terms and conditions contained in Chapter 2 of Part 5, Division 3, Title 5 of the California Government Code (commencing with Government Code Section 57325) shall apply to this annexation.
6. The Commission hereby orders the inhabited territory described in Exhibits "A" and "B" annexed to City.
7. The Executive Officer is directed to transmit a copy of this resolution to the City, upon the City's payment of the applicable fees required by Government Code Section 54902.5 and prepare, execute and file a certificate of completion with the appropriate public agencies, pursuant to Government Code Section 57200, *et seq.*

PASSED AND ADOPTED this 14th day of November 2018.

MOTION:

SECOND:

AYES:

NOES:

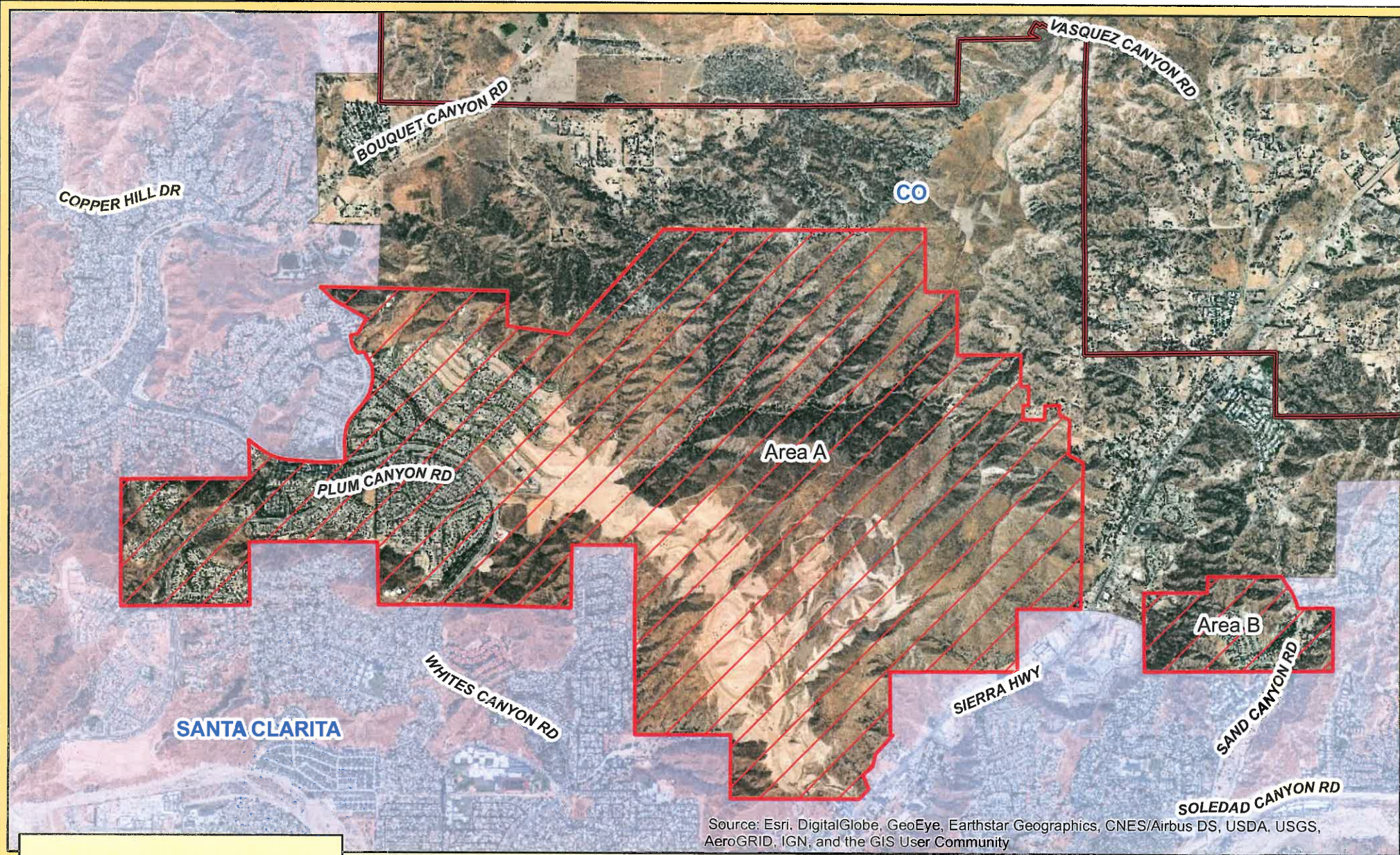
ABSTAIN:

ABSENT:

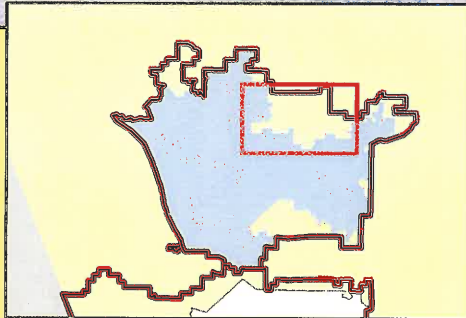
MOTION PASSES: 0/0/0

**LOCAL AGENCY FORMATION COMMISSION
FOR THE COUNTY OF LOS ANGELES**

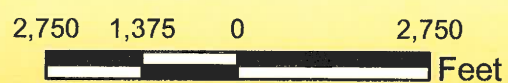
**Paul A. Novak, AICP
Executive Officer**






Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**Annexation No. 2018-04
to the City of Santa Clarita
(Plum Canyon, Skyline Ranch,
& North Sand Canyon)**



Legend

-  Santa Clarita Sphere of Influence
-  Annexation 2018-04 to Santa Clarita
-  City of Santa Clarita

Staff Report

November 14, 2018

Agenda Item No. 9.a.

Sativa County Water District (“District” or “Sativa”) Status Report

Since staff’s last update at the October 10th Commission Meeting, the State Water Resources Control Board appointed Los Angeles County as the state administrator on Wednesday, October 31st. Staff of the County’s Department of Public Works (“DPW”), arrived the next morning (November 1st) to begin managing the District (Russ Bryden, the Principal Engineer of DPW’s Watershed Management Division, is the designated state administrator). Representatives of the County Auditor-Controller and County Department of Public Health also arrived to assist DPW in its initial review of the District.

On October 1st, Assemblyman Mike Gipson sent a letter to State of California Attorney General Xavier Becerra and Los Angeles County District Attorney Jackie Lacey calling for an investigation of Sativa (copy enclosed).

LAFCO staff has begun to assemble the documents necessary to provide public notice—which involves mailing hearing notices to more than 5,000 landowners and registered voters—for the Commission public hearing concerning the proposed dissolution on February 13, 2019. Staff would like to thank Alex Olvera of the Los Angeles County Registrar-Recorder/County Clerk’s Office and Santos Kreimann of the County Assessor, both of whom provided address information for registered voters and landowners, respectively. Legal counsel is reviewing the public hearing notice; upon approval, staff will translate the English version into Spanish, and start assembling and preparing the mailing notices. Staff is planning to mail the public hearing notices in early January, well in advance of the February 13th public hearing.

Based upon information provided by Sativa (in response to LAFCO’s Public Records Act request), staff has learned the following:

- According to the most recent audit, the District issue a \$1,620,000 bond, set to mature in 20 years, on 6/22/2017 to “finance the acquisition and construction of various improvement projects of the District.” A chart listing debt service (principal and interest) shows annual payments of approximately \$115,000 per year. The report notes that the “bond purchaser retained \$120,000 to pay costs of insurance.” The bond is “secured solely by and payable from a pledge of the Net Wastewater Revenues.” LAFCO has been unable to obtain any information about whether the District has expended any of the bond proceeds.
- The audit identifies a Simplified Employee Pension (SEP), into which the District matches a 5% employee contribution (and an employee may contribute additional funds,

up to 15% of his/her compensation). SEP eligibility is 3 years of employment with the District and being 21 years or older.

- The audit identifies a claim against the District, filed by the estate of a former employee, of about \$80,000 (unpaid work hours, sick time, and vacation time) as well as wrongful termination. The note identifies an August 8, 2018 date for the District's motion for summary judgment, and a trial date of September 24, 2018. Audit, Note 8, Page 17.
- According to the FY 2018-19 Budget, the District budgeted legal fees of \$130,000 for FY 2018-19.
- According to the FY 2018-19 Budget, the District provides medical and dental insurance for board members and the general manager, at a total cost of \$45,200.

Staff continues to consult regularly with representatives of DPW and the State Water Resources Control Board.

Staff Recommendation:

Staff recommends that the Commission:

1. Receive and file the Sativa County Water District Status Report.

Attachments:

- State Water Resources Control Board Letter of October 31, 2018 to the Sativa County Water District Board of Directors and associated Order No. 04_22_18R_003; and
- Assembly Mike A. Gipson Letter of October 1, 2018 to State of California Attorney General Xavier Becerra and Los Angeles County District Attorney Jackie Lacey.



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

Division of Drinking Water

October 31, 2018

System No. 1910147

Mr. Luis Landeros, President
Board of Directors
Sativa Los Angeles County Water District
2015 East Hatchway Street
Compton, CA 90222

ORDER NO. 04_22_18R_003

ADMINISTRATOR ORDER FOR SATIVA LOS ANGELES COUNTY WATER DISTRICT

Enclosed is Order No. 04_22_18R_003 (hereinafter "Order") issued to the Sativa Los Angeles County Water District ("Sativa"). **Please note there are legally enforceable requirements associated with this Order.**

Additionally, please be advised that, as explained in the Order, the State Water Resources Control Board ("State Water Board") has appointed the County of Los Angeles to serve as the administrator ("Administrator") for Sativa. Pursuant to Assembly Bill 1577, which was signed by the Governor on September 28, 2018 and is codified as section 116687 of the Health and Safety Code, the following shall apply upon the appointment of the Administrator:

1. Pursuant to Health and Safety Code section 116687, subd. (c)(1)(A), Sativa's Board of Directors shall immediately surrender all control to the County and shall thereafter cease to exist;
2. Pursuant to Health and Safety Code section 116687, subd. (c)(1)(B), the members of the Board of Directors shall have no standing to represent the district's ratepayers, and a member of the Board of Directors shall have no claim for benefits other than those he or she actually received while a member of the Board of Directors;
3. Pursuant to Health and Safety Code section 116687, subd. (c)(1)(C), any action by the Board of Directors to divest Sativa of its assets shall be deemed tampering with a public water system pursuant to Health and Safety Code section 116750 and shall be subject to the criminal penalties provided for in that section.

Any person who is aggrieved by an order or decision issued under authority delegated to an officer or employee of the State Water Board under Article 8 (commencing with Health and Safety Code, section 116625) or Article 9 (commencing with Health and Safety Code, section 116650), of the Safe Drinking Water Act (Health and Safety Code, Division 104, Part 12, Chapter 4), may file a petition with the State Water Board for reconsideration of the order or decision.

FELICIA MARCUS, CHAIR | EILEEN SOBESK, EXECUTIVE DIRECTOR

1001 J Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

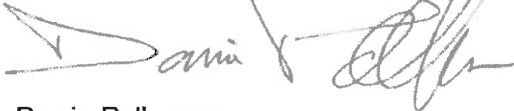
Mr. Luis Landeros
October 31, 2018

Information regarding filing petitions may be found at:

http://www.waterboards.ca.gov/drinking_water/programs/petitions/index.shtml

If you have any questions regarding this matter, please contact Shu-Fang Orr, P.E., Angeles District Engineer, at (818) 551-2045 or Jeff O'Keefe, P.E., Southern California Section Chief, at (818) 551-2068.

Sincerely,



Darrin Polhemus
Deputy Director
Division of Drinking Water

Enclosure

cc: (via email, with appendices to the Order delivered by mail on a cd)

Thomas Martin, General Manager
Sativa Los Angeles County Water District
2015 East Hatchway Street
Compton, CA 90222

The Honorable Nanette Diaz Barragan
Congresswoman for California's 44th District
302 West Fifth Street
San Pedro, CA 90731

The Honorable Mike A. Gipson,
Assemblymember, 64th California Assembly District
879 West 190th Street, Suite 920
Gardena, CA 90248

Mark Ridley-Thomas
Los Angeles County Board of Supervisor
2nd District of Los Angeles County
Kenneth Hahn Hall of Administration, Room 866
500 West Temple Street
Los Angeles, CA 90012

Janice Hahn
Los Angeles County Board of Supervisor
4th District of Los Angeles County
Kenneth Hahn Hall of Administration, Room 822
500 West Temple Street
Los Angeles, CA 90012

Mr. Luis Landeros
October 31, 2018

Jerry Gladbach, Chair
Local Agency Formation Commission for County of Los Angeles
80 South Lake Avenue, Suite 870
Pasadena, CA 91101

Paul Novak, Executive Officer
Local Agency Formation Commission for County of Los Angeles
80 South Lake Avenue, Suite 870
Pasadena, CA 91101

Angela George-Moody, Deputy Director, Water Resources
Los Angeles County Public Works
900 S. Fremont Avenue
Alhambra, CA 91803

Russ Bryden, P.E., Principal Engineer
Los Angeles County Public Works
900 S. Fremont Avenue
Alhambra, CA 91803

Jacqueline E. Taylor, Director
Environmental Protection Branch
Los Angeles County Department of Public Health
Environmental Health
5050 Commerce Drive
Baldwin Park, California 91706

STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
DIVISION OF DRINKING WATER

Name of Public Water System: Sativa Los Angeles County Water District

Water System No: 1910147

Attention: Mr. Luis Landeros, Board President

2015 East Hatchway Street

Compton, CA 90222

Issued: October 31, 2018

**ORDER REQUIRING SATIVA LOS ANGELES COUNTY WATER DISTRICT TO
ACCEPT ADMINISTRATIVE AND MANAGERIAL SERVICES
FROM THE COUNTY OF LOS ANGELES
*CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 116686 AND 116687***

In order to provide affordable, safe drinking water to disadvantaged communities and to prevent fraud, waste, and abuse, California Health and Safety Code, section 116686¹ authorizes the State Water Resources Control Board ("State Water Board") to issue an order requiring a designated public water system to accept administrative and managerial services, including full management and control, from an administrator selected by the State Water Board.

¹ Relevant statutes and regulations have been attached hereto as Appendix 1. Due to the number and length of the appendices to this Order, all appendices are included on a cd enclosed with this letter.

Assembly Bill 1577, which was signed into law by the Governor on September 28, 2018, added section 116687 to the Health and Safety Code. Section 116687 directs the State Water Board to order the Sativa Los Angeles County Water District ("Sativa") to accept administrative and managerial services, including full management and control, from an administrator selected by the State Water Board, as prescribed in section 116686, except the State Water Board is not required to conduct a public meeting as described in paragraph (2) of subdivision (b) of section 116686.

The State Water Board, acting by and through its Division of Drinking Water ("Division") and the Deputy Director for the Division, hereby issues Order No. 04_22_18R_003 (hereinafter "Order") pursuant to sections 116686 and 116687 of the Health and Safety Code to Sativa as set forth below.

STATEMENT OF FACTS

Sativa is classified as a community public water system with a population of approximately 6,837 persons served through 1,643 service connections. Sativa operates the water system under the revised Domestic Water Supply Permit No. 04-22-12P-009, issued by the State Water Board on August 30, 2012. Sativa utilizes two groundwater wells, Wells 3 and 5, as its source of domestic water. The current maximum pumping rates of Well 3 and Well 5 are around 363 gpm and 600 gpm, respectively. Each well is equipped with a gas chlorination system. Well 3 is equipped with two hydropneumatic tanks that typically operate alternately. However, only one hydropneumatic tank is in operation. The other hydropneumatic tank is due for rehabilitation and cleaning. Well 5 is equipped with one hydropneumatic tank. Sativa has one emergency connection with the City of Compton. The distribution system has only one pressure-zone, with no booster station and no storage tank. The distribution system consists of approximately 8.7 miles

of pipelines composed of 6-inch and 4-inch pipes. The service connections are not metered.

In January 2017, as part of a funding application evaluation, the State Water Board's Division of Financial Assistance (DFA) staff utilized the 2015 American Community Survey block group data that best correspond to Sativa's service area boundary to calculate Sativa's median household income (MHI). The calculated MHI was \$45,732, around 74 percent of the statewide MHI (\$61,818). Health and Safety Code section 79505.5 defines "disadvantaged community" as a community with an annual MHI that is less than 80 percent of the statewide annual MHI. Accordingly, Sativa serves a disadvantaged community pursuant to section 79505.5

Prior Compliance and Enforcement Orders

Sativa has been subject to the following citations, orders, and other directives issued by the Division:

- October 26, 1994, Citation No. 04-07-94C-058: *failure to comply with the maximum contaminant level (MCL) for total coliform (Appendix 2).*
- December 15, 1999, Citation No. 04-07-99C-018: *(1) failure to collect the required number of repeat samples from the distribution system following a total coliform positive sample; (2) failure to utilize the trained personnel declared in the routine sample siting plan; (3) failure to utilize operators that have been properly certified by the Division; (4) failure to maintain operational records; and (5) failure to monitor Well 5 for compliance with secondary standards (Appendix 3).*
- July 5, 2007, Notice of Violation: *failure to collect the required number of total coliform samples from the distribution system (Appendix 4).*
- September 5, 2007, Notice of Violation: *failure to monitor for lead and copper in the distribution system since 2002 (Appendix 5).*

- September 27, 2007, Citation No. 04-22-07C-011: (1) *failure to comply with the total coliform MCL; (2) failure to notify the Division of the total coliform MCL violation; (3) failure to provide the Division with the status of physical works and operating procedures which may cause the elevated bacteriological findings (Appendix 6).*
- November 14, 2007, Notice of Violation: *failure to monitor for disinfection byproducts in the distribution system since 2004 (Appendix 7).*
- December 27, 2007: Citation No. 04-22-07C-016: (1) *failure to utilize certified D2 water distribution operators for positions in responsible charge of the distribution system from December 2, 2006; and (2) failure to meet the initial monitoring requirements for radionuclides for Wells 2, 3 and 5 (Appendix 8).*
- September 5, 2008: Notice of Violation: *failure to collect radionuclides samples from Wells 2, 3 and 5 per Citation No. 04-22-07C-016 (Appendix 9)*
- February 9, 2010, Notice of Violation: *failure to follow the approved Stage 1 Disinfectants and Disinfection Byproducts Rule (DBPR) Compliance Monitoring Plan while conducting total trihalomethanes (TTHMs) and haloacetic acids (five)(HAA5) monitoring in 2009 (Appendix 10).*
- April 1, 2010, Notice of Violation: *failure to collect the last set of the Initial Distribution System Evaluation (IDSE) Standard Monitoring samples in April 2009, in accordance with the approved IDSE Standard Monitoring Plan (Appendix 11).*
- July 6, 2011, Warning Letter: *failure to collect an asbestos sample from the distributions system (Appendix 12).*
- September 5, 2014, Warning Letter: *failure to monitor in accordance with Sativa's approved Stage 2 DBPR Compliance Monitoring Plan (Appendix 13).*
- November 16, 2015, Citation No. 04_22_15C_005: *failure to monitor in accordance with Sativa's approved Stage 2 DBPR Compliance Monitoring Plan*

and submit the 2015 Annual Stage 2 TTHMs/HAA5 Summary Form by the due date (Appendix 14).

- *January 22, 2016, Notice of Violation: failure to collect the required number of the Total Coliform Rule (TCR) compliance samples during the week of November 23, 2015 (Appendix 15).*
- *May 30, 2017, Sanitary Survey Letter and Engineering Report: inadequate water source and no storage facility to provide reserve during emergencies (Appendix 16).*
- *September 25, 2017, Citation No. 04_22_17C_005: failure to submit the February 2017, March 2017 and August 2017 TCR Compliance reports and the first Quarter 2017 DDBP Rule Disinfectant Residual Compliance report by the due dates (Appendix 17).*
- *June 1, 2018, Compliance Order No. 04_22_18R_002: (1) failure to provide a reliable and adequate supply of pure, wholesome and potable water (inadequate water source and presence of significant amounts of particulate matter in the distribution system); (2) failure to maintain the minimum operating pressure in the distribution system; (3) failure to maintain the minimum flushing velocity during flushing (Appendix 18).*
- *July 23, 2018, Warning Letter: potential failure to comply with Directives 3, 4 and 5 of Compliance Order No. 04_22_18R_002 (Appendix 19).*

The enforcement records show that, despite being directed to provide training to staff carrying out the water quality compliance monitoring and reporting duties, and the repeat training provided by Division staff, Sativa has failed to comply with the monitoring and reporting requirements repeatedly.

Source Capacity and Water Quality Issues

Sativa was informed by the Division of its inadequate storage capacity and potential fire flow problem as early as January 10, 2008 (Appendix 20). The Division again reminded Sativa about the storage capacity and potential fire flow issues in a letter dated May 18, 2011 (Appendix 21). Finally, the Division directed Sativa to submit a report documenting the evaluation of the District's capacity to provide sufficient flow for fire fighting and maintain the acceptable system pressure (minimum 20 psi) within 120 days of receiving the revised full permit on August 30, 2012 (Appendix 22).

Subsequent to the issuance of the revised full permit, Sativa hired Civiltec Engineering Inc. ("Civiltec") to conduct a hydraulic evaluation of the water system. Civiltec investigated the operation of the water system, surveyed the existing facilities, including Wells 2, 3 and 5, and performed hydraulic analyses of the water system. In a technical memorandum dated June 26, 2013, Civiltec concluded that none of the hydrants within the distribution system is capable of achieving the Los Angeles County Fire Department's fire flow requirement of 1,250 gpm at 20 psi for two hours (Appendix 23). In the Water Master Plan dated May 2014, Civiltec further concluded that Sativa has no excess capacity to meet emergency demand. Sativa has a current storage deficit about 1.7 MG and future deficit of 1.9 MG. Sativa was directed by the Division to submit a plan addressing the storage deficit by August 31, 2017 (Appendix 16). In a response letter dated August 31, 2017, Sativa stated it planned to apply for funding from the State Water Board for a new storage reservoir project (Appendix 24). Sativa has yet to submit a funding application to the State Water Board to address the storage deficit.

As documented in the Division's Sanitary Survey Report dated May 30, 2017 (Appendix 16), the Division directed Sativa to remove Well 2 from service in December 2015 after receiving a laboratory report showing *E. Coli* had been detected in a sample collected in

November 2015. The detection occurred after Sativa had rehabilitated the well in October 2015. On March 30, 2016, the Division met with representatives of Sativa and Layne Christensen, the company involved in the well rehabilitation project. Prior to the meeting, the Division had reviewed documents submitted by Sativa, including the results of well profile testing conducted prior to the rehabilitation (September 2014) and after the rehabilitation (February 22, 2016) and the video log for the inspection performed on September 28, 2015. After viewing the presentation by the representative of Layne Christensen and the follow-up discussions, the Division concluded that Well 2 had reached the end of its useful life.

In addition to the concern over the elevated bacteriological growth and presence of protozoa, as documented in the well profile test letters (see Appendices 2 and 3 to Appendix 16), Well 2 has holes in the casing (September 28, 2015 video log) and is structurally unsound. Toward the end of the meeting, the Division advised Sativa to apply for financial assistance from DFA to install a replacement well.

On August 9, 2016, the Division requested DFA to provide technical assistance to Sativa. DFA contracted with the California Rural Water Association (CRWA) to assist Sativa in preparing the State Revolving Fund (SRF) funding application (Appendix 25). Sativa invited their funding consultant to participate in a telephone conference scheduled between CRWA and Sativa in October 2016 (Appendix 26). On February 24, 2017, Sativa's funding consultant submitted a construction application to the Water Board's FFAST online system (Appendix 27). According to the DFA staff, Sativa declined the technical assistant from CRWA because they had hired a funding consultant (Appendix 28). On March 5, 2017, Sativa's funding consultant revised the SRF construction loan application to incorporate comments provided by the DFA staff. The DFA staff reviewed the revised application package and made repeated requests for supporting technical and

financial documents on March 13, 2017, March 28, 2017, and April 5, 2017. Sativa did not provide documents requested by the DFA staff. In May 2017, the DFA staff learned that Sativa had fired the funding consultant (Appendix 28).

After learning of the firing of Sativa's funding consultant from the DFA staff and knowing Sativa's source capacity deficiency, the Division again requested that DFA provide technical assistance to help Sativa secure funding for the new well. On June 7, 2017, DFA assigned the California State University of San Bernardino (CSUSB) to assist Sativa in preparing environmental documents required by the United States Environmental Protection Agency for SRF funding. According to the same e-mail from DFA, CRWA had also been assigned to assist Sativa in completing the Technical, Managerial and Financial (TMF) Assessment (Appendix 29). On June 26, 2017, DFA staff learned that Sativa had hired their own environmental consultant. On July 5, CSUSB confirmed they were informed that Sativa no longer needed their assistance (Appendix 30).

Subsequently, during a meeting with Sativa on July 6, 2017, the Division learned that Sativa intended to move forward with a revenue bond for the new well project. In a letter dated August 31, 2017, Sativa confirmed they had acquired a bond to finance the construction of the new well (Appendix 31). Then Sativa informed the Division during a meeting on December 15, 2017, that they had changed their plan. Instead of drilling a new well, Sativa intended to pursue an interconnection with Liberty Utilities. Sativa was advised by the Division in the December 2017 meeting and subsequent meetings that if Sativa intended to use the interconnection to comply with the source capacity requirement, it must ensure the new interconnection would be a reliable, uninterruptable source of supply.

As documented in Compliance Order No. 04_22_18R_002, issued on June 1, 2018, the inadequate source capacity has also hindered Sativa from properly performing routine distribution system maintenance, such as flushing. Sativa failed to maintain the minimum flushing velocity of 2.5 ft/s and minimum system pressure of 20 psi during the April 2018 flushing events, severely affecting the quality of water supplied to Sativa's customers (Appendix 18).

Following the numerous complaints from customers after the April 2018 flushing events, in Compliance Order No. 04_22_18R_002, Sativa was directed to prepare for State Water Board's approval a Corrective Action Plan (CAP), identifying improvements to the water system designed to correct the source capacity deficiencies, the general physical water quality issues in the distribution system, and the infrastructure deficiencies hampering effective maintenance of the system, such as flushing activities. Sativa was directed to include in the CAP a time schedule for completion of each phase of the project such as design, construction, and startup, and a date when Sativa would comply the California Waterworks Standards. Further, Sativa was directed to submit and present the CAP on or before August 15, 2018.

On July 23, 2018, the Division issued a warning letter to Sativa, after discovering Sativa had posted on its website a file entitled "Sativa Los Angeles County Water District System Improvements, June 2018", a Notice Inviting Bids for the "Paulsen Avenue Water Main Phase 2- Project No. 106-WTR", and a meeting agenda showing the interconnection and another Paulsen Avenue Water Main Project (Phase 1) identified in the improvement plan document were ready to be awarded. Sativa was warned that they must comply with Directives 3, 4 and 5 of the Compliance Order and not to proceed with projects without first demonstrating to the Division that the projects would help solve the problems listed in Directive 3 and comply with the California Waterworks Standards (Appendix 19).

Following repeated requests by the Division, Sativa submitted the plans and specifications for the Paulsen Avenue Water Main Phase 1 and Phase 2 Projects and the design drawing for the Liberty Utilities Interconnection via e-mail on July 20, 2018. During a meeting on August 2, 2018, the Division notified Sativa that the plans and specifications of both Paulsen Avenue Water Main projects were unacceptable. The agreement with Liberty Utilities submitted by Sativa via e-mail on July 30, 2018 shows that the interconnection with Liberty Utilities is an emergency supply, not a reliable, uninterruptable, source of supply that Sativa can use at any time. The Division also pointed out the hydraulic analysis proposed by Sativa to help develop the CAP was too narrow in scope and only focused on the southwest portion of the water system. As documented in a letter to Sativa dated August 10, 2018 (Appendix 31), Sativa agreed to extend the hydraulic analysis to all the distribution system and requested an extension of the CAP submittal deadline from August 15, 2018 to September 15, 2018, which was approved by the Division.

On August 23, 2018, the Division sent a letter to Sativa listing the documents required by Division to conduct permit investigation for the interconnection with Liberty Utilities (Appendix 32). Sativa has not provided the Division with documents listed in the letter.

On August 31, 2018, Sativa provided via e-mail the first draft Hydraulic Modeling Technical Memorandum prepared by Civiltec and dated August 31, 2018. The hydraulic analysis results again show that none of the fire hydrants in Sativa's distribution system can meet the fire flow requirements (Appendix 33).

On September 10, 2018, Sativa submitted via e-mail the final CAP (Attachment 1 of Appendix 34). As documented in a letter to Sativa dated September 14, 2018, the CAP

was incomplete, unsigned, contains various errors, and could not be accepted as a plan to solve the water system's problems listed in the compliance order (Appendix 34).

On September 27, 2018, Sativa submitted via e-mail the updated version of the CAP dated September 24, 2018 to address the Division's comments dated September 14, 2018 (Appendix 35). Sativa did not fully address the comments provided in the Division's letter dated September 14, 2018 regarding the CAP (Appendix 36).

On September 27, 2018, Sativa also submitted a Standard Operating Procedures (SOP) for the flushing activities and a training plan for the personnel involved in carrying out the flushing activities, as required by the Compliance Order (Appendix 35). The flushing SOP submitted by Sativa is not acceptable. In the flushing SOP, Sativa divided the water system into three sections and provided a table listing the flushing sequences for the existing fire hydrants. However, the SOP does not contain any data demonstrating Sativa will be able to maintain the minimum system pressure of 20 psi while achieving the minimum flushing velocity of 2.5 ft/sec throughout the flushing periods with the proposed flushing sequences. Sativa listed the data to be collected, including the pilot tube pressure, system static pressure and residual pressure, among others during flushing. However, the SOP does not contain information regarding the flow measuring instrument and the measuring and calculation procedures. As documented in Compliance Order No. 04_22_18R_002, Sativa did not use the flowmeter with the proper range of measurement during the April 2018 flushing activities. In the "Purpose" section of the flushing SOP, Sativa indicated a training plan is included in the SOP in a form of presentation attached in the appendix. However, the flushing training plan attached to the SOP only contains three presentation slides, including the cover, purpose and water system background pages. Sativa failed to comply with Directive 6 of the Compliance Order No. 04_22_18R_002.

Response to October 2, 2018 Notice

On October 2, 2018, the Division sent a letter to Sativa, informing Sativa of the Division's intent to appoint an administrator pursuant to Assembly Bill 1577² and section 116686 of the Health and Safety Code and providing Sativa an opportunity to show: (1) Sativa has not consistently failed to provide an adequate and affordable supply of safe drinking water; and/or (2) Sativa has taken steps to timely address its failure to provide an adequate and affordable supply of drinking water. The deadline for Sativa to respond was October 22, 2018 (Appendix 37). Sativa sent a response letter via e-mail on October 22, 2018.

Regarding Sativa's failure to provide an adequate and affordable supply of safe drinking water, Sativa provided no new or additional information regarding their documented failure to consistently meet both the source and storage capacity issues. As documented in this Order, Sativa's chronic source and storage capacity issues have contributed to the brown water problems experienced by many of its customers and continue to create both reliability and water quality problems for the system. In fact, the manganese concentration in Well 5 has increased since April 2018 and has continued to stay above the secondary MCL of 0.05 mg/L. Although the running annual averages of manganese concentration in Well 5 is currently below the MCL, it is important for Sativa to have the capacity to perform proper flushing, which in turn, will reduce the built up of sediments in the pipeline and the associated colored water problem. Sativa needs to increase the source capacity and the number of fire hydrants to enable proper flushing.

Sativa cites a customer survey conducted in May 2018 showing 80 percent of Sativa's customers were satisfied with the quality of the water that they were receiving.³ The

² Assembly Bill 1577 has been codified as Health and Safety Code section 116687.

³ This appears to be the same survey the Local Agency Formation Commission members questioned during a prior public meeting.

survey itself contains no methodology or breakdown of the number of customers/households surveyed—just a packet of customer surveys. Judging by the number of surveys included, it appears that less than half of the customers participated in the survey. Nonetheless, taking the survey at face value, if 20% of the Sativa's customers are dissatisfied with their water quality, Sativa continues have a significant water quality problem.

Regarding the steps Sativa has taken to address its failure to provide an adequate and affordable supply of drinking water, as discussed above, Sativa's response to Compliance Order No. 04_22_18R_002 remains deficient. Additionally, in its response letter, Sativa seems to blame the Division for Sativa's lack of progress in addressing its source and storage capacity issues. Sativa claims that but for revisions requested by the Division, two projects to upgrade major pipelines would have moved forward. While Sativa is correct that the Division provided necessary comments asking Sativa to address deficiencies in its two projects, to date, Sativa has not provided an adequate response. Sativa must revise the plans and specifications of the two pipeline projects to ensure compliance with the California Waterworks Standards.

Sativa also claims the Liberty Utilities Interconnection Project is ready to proceed. However, Sativa had not provided the information requested by the Division to demonstrate Sativa has considered the potential impact of introducing a source with different water quality parameters and a different type of disinfectant and has a plan to reduce the chance of unintended consequences (nitrification, low disinfectant residuals, and corrosion). In addition, the agreement with Liberty Utilities provided by Sativa as the Attachment 3 to the updated CAP still states the interconnection is an emergency interconnection and contains no signatures indicating that it is an executed agreement.

As such, it cannot be relied upon to address the identified source and storage capacity issues.

Los Angeles Local Agency Formation Commission Proceedings

On July 11, 2018, the Los Angeles Local Agency Formation Commission ("Commission") adopted Resolution No. 2018-00RMD, which approved the Proposed Commission-Initiated Resolution of Application for Dissolution of the Sativa County Water District (Appendix 38). As part of the dissolution process, the Commission will "identify a successor agency and/or future service provider that will have extensive and documented financial, technical, and management capabilities relative to providing retail water service consistent with all federal, state, and local water quality standards, and that said successor agency and/or future service provider would bring significant resources to bear in order to address Sativa's infrastructure deficiencies, operational shortcomings, and accounting inconsistencies."

FINDINGS

1. Through the passage of Assembly Bill 1577, codified as Health and Safety Code section 116687, the State Water Board is required to order Sativa to accept administrative and managerial services, including full management and control, from an administrator selected by the State Water Board.
2. Sativa is a disadvantaged community, as defined in section 79505.5 of the Water Code. The calculated MHI utilizing the 2015 American Community Survey block group data that best corresponds to Sativa's service area boundary was \$45,732, approximately 74 percent of the statewide MHI (\$61,818).

3. California Code of Regulations, title 22, section 64554, subdivision (a), requires that at all times, a public water system's water source(s) shall have the capacity to meet the system's maximum day demand. For systems with 1,000 or more service connections, the system shall be able to meet four hours of peak hourly demand with source capacity, storage capacity, and/or emergency source connections. Sativa has consistently failed to meet these requirements.
4. California Code of Regulations, title 22, section 64449.5, subdivision (d), provides that the distribution system water of public water systems shall be free from significant amounts of particulate matter. Sativa has failed to meet this requirement on numerous occasions.
5. California Code of Regulations, title 22, section 64575, subdivision (c), provides that the flushing velocity in the main shall not be less than 2.5 ft/s unless it is determined that conditions do not permit the required flow to be discharged to waste. Sativa has repeatedly failed to meet this requirement.
6. California Code of Regulations, title 22, section 64602, subdivision (a), provides that each distribution system shall be operated in a manner to assure that the minimum operating pressure in the distribution water main at the user service line connection throughout the distributions system is not less than 20 psi at all times. Sativa has repeatedly failed to meet this requirement.
7. Sativa has a serious technical and managerial capacity problem, as demonstrated by the repeated failure to comply with water quality monitoring and reporting regulations and to timely address its source and storage capacity issues, despite the multiple enforcement actions taken and technical assistance provided by the

Division. Routine, periodic monitoring and prompt reporting are vital in ensuring water being supplied to the system is pure, wholesome, healthful, and potable.

8. Based on the above Statement of Facts, Sativa has consistently failed to provide its customers with a reliable and adequate supply of pure, wholesome, healthful, and potable water pursuant to Health and Safety Code, section 116555, subdivision (a)(3), and California Code of Regulations, title 22, section 64449.5, subdivision (d), and failed to comply with the source capacity, minimum flushing velocity, and minimum pressure requirements of the California Waterworks Standards pursuant to California Code of Regulations, title 22, sections 64554, subdivision (a), 64575, subdivision (c) and 64602, subdivision (a).
9. The State Water Board did consider consolidation with another system or extension of service from another system and determined that consolidation or extension of service is not appropriate at this time. The Commission has already initiated the dissolution of Sativa, with the goal of ensuring that Sativa's current customers receive consistently safe and affordable drinking water, which may effectively result in consolidation with another system. Any action by the State Water Board to consolidate Sativa with another system or to extend service to Sativa's customers would duplicate and possibly frustrate the Commission's ongoing dissolution process. Additionally, Sativa does not meet the requirements for consolidation as specified in Health and Safety Code section 116684.
10. The State Water Board has appointed the County of Los Angeles to serve as the administrator ("Administrator") for Sativa, pursuant to sections 116686 and 116687 of the Health and Safety Code (Appendix 39). As directed by section 116687, the Administrator is authorized to exercise full management and control of Sativa.

11. On October 2, 2018, the State Water Board provided Sativa with notice and an opportunity to show, by October 22, 2018, that: (1) Sativa has not consistently failed to provide an adequate and affordable supply of safe drinking water; and/or (2) that Sativa has taken steps to timely address its failure to provide an adequate and affordable supply of drinking water. As discussed above, Sativa's response failed to show that Sativa has not consistently failed, and continues to fail, to provide an adequate and affordable supply of safe drinking water. Sativa's response also failed to show that it has taken adequate steps to timely address its failure to provide an adequate and affordable supply of drinking water.

12. As set forth in California Environmental Quality Act ("CEQA") Guidelines section 15061, this Order is exempt from the provisions of CEQA because it can be seen with certainty that there is no possibility that the Order will have a significant effect on the environment. The Order requires Sativa to accept administrative and managerial services from an administrator selected by the State Water Board. The Order does not propose, or require Sativa to undertake, any specific actions which will have a significant effect on the environment.

ORDER

To ensure that Sativa provides a reliable and affordable supply of safe drinking water, IT IS HEREBY ORDERED:

1. Sativa shall immediately and unconditionally accept administrative and managerial services, including full management and control of all aspects of Sativa's water system, from the Administrator. Sativa's Board of Directors, and anyone employed by Sativa, shall immediately allow the Administrator to exercise full authority and control over Sativa including, but not limited to, all technical, operational,

administrative, and financial aspects of the entire water system and all assets thereof;

2. All employees of Sativa, including the general manager, shall coordinate with the Administrator to ensure an orderly transfer of management and control to the Administrator and shall report for a meeting with the Administrator at 8:00 am on November 1, 2018 at Sativa's administrative office, located at 2015 E. Hatchway Street, Compton, CA 90222;
3. All employees of Sativa, including the general manager, shall continue to be employed by Sativa until otherwise notified by the Administrator;

The State Water Board reserves the right to make modifications to this Order as it may deem necessary to protect public health and safety. Such modifications may be issued as amendments to this Order and shall be effective upon issuance.

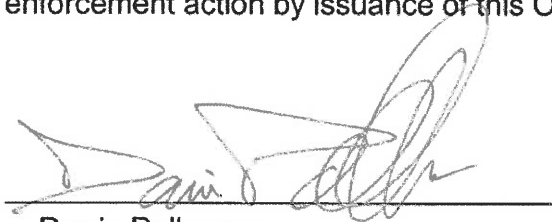
Nothing in this Order relieves Sativa of its obligation to meet the requirements of the California Safe Drinking Water Act (Health and Safety Code section, Division 104, Part 12, Chapter 4, commencing with Section 116270), or any regulation, standard, permit or order issued or adopted thereunder.

SEVERABILITY

The directives of this Order are severable, and Sativa shall comply with each and every provision thereof notwithstanding the effectiveness of any provision.

FURTHER ENFORCEMENT ACTIONS

The California Safe Drinking Water Act authorizes the State Water Board to issue a citation or order with assessment of administrative penalties to a public water system for violation or continued violation of the requirements of the California Safe Drinking Water Act or any regulation, permit, standard, citation, or order issued or adopted thereunder including. The California Safe Drinking Water Act also authorizes the State Water Board to take action to suspend or revoke a permit that has been issued to a public water system if the public water system has violated applicable law or regulations or has failed to comply with an order of the State Water Board, and to petition the superior court to take various enforcement measures against a public water system that has failed to comply with an order of the State Water Board. The State Water Board does not waive any further enforcement action by issuance of this Order.



Darrin Polhemus
Deputy Director
State Water Resources Control Board
Division of Drinking Water

01/31/2018
Date

Appendices

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0064
(916) 319-2064
FAX (916) 319-2164

E-MAIL
Assemblymember.Gipson@assembly.ca.gov

Assembly California Legislature



MIKE A. GIPSON
DEMOCRATIC CAUCUS CHAIR
ASSEMBLYMEMBER, SIXTY-FOURTH DISTRICT

COMMITTEES
BUSINESS AND PROFESSIONS
GOVERNMENTAL ORGANIZATION
INSURANCE
TRANSPORTATION

SELECT COMMITTEES
CHAIR: INFECTIOUS DISEASES IN HIGH
RISK DISADVANTAGED COMMUNITIES
CALIFORNIA'S ENERGY FUTURE
COMMUNITY AND LAW ENFORCEMENT
RELATIONS AND RESPONSIBILITIES
DOMESTIC VIOLENCE
FOSTER CARE
NON-PROFIT SECTOR
PORTS AND GOODS MOVEMENT
REGIONAL TRANSPORTATION SOLUTIONS

October 1, 2018

The Honorable Xavier Becerra
Attorney General
California Department of Justice
1300 I Street, Suite 125
PO Box 944255
Sacramento, CA 94244

The Honorable Jackie Lacey
District Attorney
County of Los Angeles
211 West Temple Street, Suite 1200
Los Angeles, CA 90012

RE: Sativa Los Angeles County Water District

Dear Attorney General Becerra and District Attorney Lacey:

I am writing to apprise you of a series of issues associated with the Sativa Los Angeles County Water District (District) that may warrant an investigation.

Formed in 1938 pursuant to County Water District Law (Water Code Section 30000 *et seq.*), Sativa is an independent special district governed by a five-member board of directors. The District provides retail water service to approximately 1,700 customers in unincorporated Willowbrook and portions of the City of Compton; the District's service territory comprises approximately 180 acres.

The District has been emitting brown, smelly, and murky tap water to its customers for months largely as a result of its \$10 to \$15 million dollars in overdue infrastructure improvements. Moreover, Sativa lacks water meters, adequate fire flow, and has been cited for several water quality violations.

This water crisis has been precipitated by mismanagement. During my pursuit of legislation that would replace Sativa's current board of directors with an appointed administrator from the State Water Resources Control Board, I became aware of a series of issues associated with the District's previous board of directors. Before December 4, 2015, Sativa's board failed to perform regular audits and had almost no fiscal controls or accounting systems, they payed themselves exorbitant "Christmas bonuses" for over a decade despite their dire fiscal straits, and openly practiced nepotism with the board's chair acting as general manager, his wife the office manager, and their daughter the assistant office manager. These are just a few of the issues that have come to my attention, but I remain particularly concerned with allegations that Sativa officials engaged

DISTRICT OFFICES: 879 W. 190TH STREET, SUITE 920 • GARDENA, CA 90248 • (310) 324-6408 • FAX (310) 324-6485
205 S. WILLOWBROOK AVENUE • COMPTON, CA 90220 • (310) 605-5557 • FAX (310) 324-6408



Printed on Recycled Paper

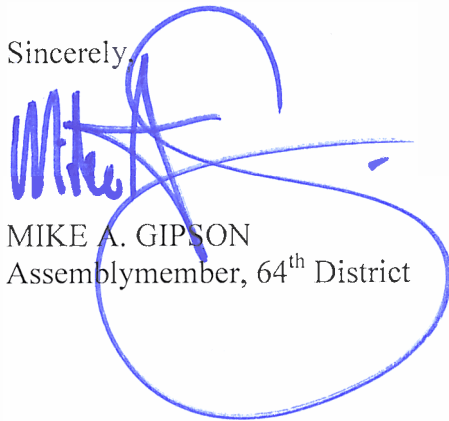
in behavior that may constitute an inappropriate use of public funds. Similar and related concerns have been raised by the Local Agency Formation Commission for the County of Los Angeles (LAFCO) that reviewed Sativa during its Municipal Service Review and by a certified public accountant retained by the District.

There are also allegations that members of the board of directors and staff of Sativa may have violated the Ralph M. Brown Act (Government Code Section 54950 *et seq*). On July 11, 2018, at a recent LAFCO meeting, there was substantial public testimony about Sativa, including allegations that the board of directors of Sativa may have routinely violated the Brown Act. Below is summary of some of the allegations raised by members of the public who testified under oath at the hearing:

- It was alleged that Sativa board of directors meeting minutes are routinely delayed for several months before being posted to the District's website (www.sativawd.com).
- It was alleged that Sativa board of directors meeting minutes are posted to the website, only to be removed for a period of time, and later replaced by minutes with substantive changes.

Given the potential misappropriation of public funds, violations of the Brown Act, and other issues I ask that you consider an investigation of Sativa. The District's ratepayers have experienced brown water intermittently for years as result of mismanagement and deserve justice. If you have any questions, I welcome you to reach me directly or contact Luis Larios on my staff at (916) 319 - 2064.

Sincerely,



MIKE A. GIPSON
Assemblymember, 64th District

Staff Report

November 14, 2018

Agenda Item No. 9.b.

Proposed Approval and Award of Contract to Meijun Software Solutions

In August of last year, the LAFCO website was compromised when it was hacked and converted into a foreign language. Our information technology service provider informed us that the LAFCO website is vulnerable to cybercrime since the website's operating software is dated and no longer commercially supported. LAFCO's website remains, therefore, susceptible to future unauthorized access. To address the issue, and during the discussion of the FY 2017-2018 Mid-Year Budget Review, the Commission directed staff to seek an upgrade to the website. Based upon the discussion at the time, the Commission concluded that this was the most cost-effective solution.

In response to a Request for Proposals (RFP) issued by staff, two proposals were received by the RFP deadline. The firms that responded had performed work for other LAFCOs in the past. In the selection process, staff formed an evaluation committee including the Executive Officer, Deputy Executive Officer, and an Orange County LAFCO Analyst. Based on the merits of the proposals, the firms' experience, and the projected costs to perform the service, Meijun Software Solutions was selected as the vendor for the website redesign.

Although the firm with the lower cost was selected, the total contract amount is beyond the \$15,000 placeholder set by the Commission in the FY 2017-18 Budget. Consequently, staff is requesting the Commission authorize the LAFCO Chair to execute a contract with Meijun for the website redesign.

Staff Recommendation:

Staff recommends that the Commission:

1. Approve and award the contract for website redesign services to Meijun Software Solutions, at a total cost of \$18,000;
2. Authorize the Commission Chair to execute the contract with Meijun Software Solutions (enclosed);
3. Delegate authority to the Executive Officer to execute any future amendments, modifications, extensions, and augmentations relative to the Agreement, as necessary; and
4. Authorize the Executive Officer to increase the amount of the contract up to an additional 10 percent for unforeseen, supplemental work within the scope of the Agreement, if required.

Professional Service Agreement
Between the Local Agency Formation Commission for the County of Los Angeles and
Meijun Software Solutions for Website Development Services

This Agreement is, made and entered into this ____ day of _____, 2018, by and between Meijun Software Solutions (herein referred to as "CONTRACTOR"), and the Local Agency Formation Commission for the County of Los Angeles, (herein referred to as "LAFCO").

WHEREAS, Government Code Section 56375 (k) authorizes LAFCO to contract for professional or consulting services to carry out and affect the functions of the Commission.

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to perform tasks set out herein, and such services are necessary to carry out and affect the functions of the Commission; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Description Of Services

1.1 This Agreement includes Exhibit A—Proposal for Website Design for Los Angeles LAFCO, and Exhibit B—Request for Proposal Website Design, which are attached hereto and incorporated herein by reference, and are all together agreed by Contractor and LAFCO to constitute the entire "AGREEMENT."

1.2 CONTRACTOR at the request of LAFCO shall provide website development services as outlined and specified in Exhibit A.

1.3 CONTRACTOR represents and maintains that it is skilled to perform all services; duties and obligations required by this AGREEMENT to fully and adequately complete the project. CONTRACTOR shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants that it has all licenses, permits, qualifications and approvals of whatever nature is legally required to practice its profession/service. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the term of this AGREEMENT. CONTRACTOR is not to perform services for LAFCO outside of this AGREEMENT.

2. Period Of Performance

2.1 This AGREEMENT shall be effective upon execution and continue in effect through June 30, 2019 unless terminated as specified in Section 8 TERMINATION. CONTRACTOR shall commence performance of requested services upon notification and shall diligently perform such services.

Professional Service Agreement

3. Compensation

3.1 LAFCO shall pay CONTRACTOR for services performed and expenses incurred in accordance with the terms of Exhibit A attached hereto. Maximum payments by LAFCO to CONTRACTOR shall not exceed \$18,000 including all expenses. LAFCO is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of service or products.

3.2 Said compensation shall be paid in accordance with an invoice submitted to LAFCO by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and LAFCO shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Compensation is based upon completion of each scheduled project as described in Exhibit A.

3.3 It is mutually agreed and understood that the obligation of LAFCO is limited by and contingent upon the availability of LAFCO funds for the reimbursement of CONTRACTOR'S fees. In the event that such funds are not forthcoming for any reason, LAFCO shall immediately notify CONTRACTOR in writing and this AGREEMENT shall be deemed terminated and have no further force and effect immediately on receipt of LAFCO'S notification by CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of its costs in accordance with Section 8 TERMINATION.

4. Assignment

CONTRACTOR shall not delegate or assign any interest in this AGREEMENT, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of LAFCO.

5. Hold Harmless/Indemnification

5.1 CONTRACTOR shall indemnify and hold harmless LAFCO, its Commissioners, officers, employees, agents and representatives, (individually and collectively referred to as "Indemnitees"), from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this AGREEMENT, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this AGREEMENT; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited

Professional Service Agreement

to attorney fees, cost of investigation, defense and settlements or awards all Indemnitees in any claim or action based upon such alleged acts or omissions.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of LAFCO; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to LAFCO as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless LAFCO shall be subject to LAFCO having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to LAFCO the appropriate form of dismissal relieving LAFCO from any liability for the action or claim involved. Section 5.1 shall survive the termination of this AGREEMENT.

5.3 The specified insurance limits required in this AGREEMENT shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless LAFCO from third party claims.

6. Waiver Of Default

Any waiver by LAFCO of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of LAFCO to require exact, full and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or estopping LAFCO from enforcement hereof.

7. Availability Of Funding

LAFCO obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of LAFCO shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

LAFCO represents that sufficient funds have been appropriated to budget for this project. In the event it can be anticipated that the project will not be completed prior to June 30, 2019, LAFCO intends to carry over sufficient funds into the following fiscal year, not exceeding the AGREEMENT amount, to complete the project.

8. Termination

- 8.1.** LAFCO may terminate this AGREEMENT without cause upon 30 days written notice served upon CONTRACTOR stating the extent and effective date of termination.
- 8.2.** LAFCO may, upon five (5) days written notice, terminate this AGREEMENT for CONTRACTOR'S default, if CONTRACTOR refuses or fails to comply with the provisions of this AGREEMENT or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, LAFCO may proceed with the work in any manner deemed proper to LAFCO.
- 8.3.** After receipt of the Notice of Termination pursuant to paragraph 8.1 or 8.2 above, CONTRACTOR shall:
 - a.) Stop all work under this AGREEMENT on the date specified in the Notice of Termination.
 - b.) Transfer to LAFCO and deliver in the manner, and to the extent, if any, as directed by LAFCO, any equipment, information data or reports which, if the AGREEMENT had been completed, would have been required to be furnished to LAFCO;
- 8.4.** After termination pursuant to paragraph 8.3 above, LAFCO shall make payment for all services performed in accordance with this AGREEMENT as of the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this AGREEMENT as the services actually bear to the total services necessary for performance of this AGREEMENT.
- 8.5.** Notwithstanding any of the provisions of this AGREEMENT, CONTRACTOR'S rights under this AGREEMENT shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this AGREEMENT by CONTRACTOR; or in the event of CONTRACTOR'S unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall not be entitled to any further compensation under this AGREEMENT.
- 8.6.** The rights and remedies of LAFCO provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

Professional Service Agreement

9. Disputes

Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this AGREEMENT which is not disposed of by agreement shall be decided by the Executive Officer who shall furnish the decision in writing. The decision of the Executive Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of the AGREEMENT pending the Executive Officer's decision.

10. Amendments

Modifications or changes to the scope of work or this AGREEMENT may only be made by written amendment to this AGREEMENT signed by the Executive Officer and CONTRACTOR.

11. Contingencies

Authorize the Executive Officer to increase the amount of this AGREEMENT up to an additional 10 percent for unforeseen, supplemental work within the scope of this AGREEMENT, if required.

12. Interest of Public Official

No official or employee of LAFCO who exercise any functions or responsibilities in review of approval of services set forth in the AGREEMENT shall participate in or attempt to influence any decision relating to this AGREEMENT which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of LAFCO have any interest, direct, or indirect, in this AGREEMENT or the proceeds thereof.

13. Independent Contractor

12.1 CONTRACTOR is, for purposes arising out of this AGREEMENT, an independent contractor and shall not be deemed an employee of LAFCO. It is expressly understood and agreed that CONTRACTOR shall in no event, as a result of this AGREEMENT, be entitled to any benefits to which LAFCO employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds LAFCO harmless from any and all claims that may be made against LAFCO based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

13.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of LAFCO merely as to the

Professional Service Agreement

result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

13.3 CONTRACTOR shall provide and maintain, throughout the term of this AGREEMENT, their own workplace, tools, equipment, and supplies necessary to perform the duties set forth under this AGREEMENT. Notwithstanding the foregoing, LAFCO may, in its sole discretion, and with its prior written consent, provide access to LAFCO facilities, offices, or meeting rooms during regular work hours for meetings, conferences, or other work of CONTRACTOR.

13.4 CONTRACTOR has the right to perform services for other clients during the term of this AGREEMENT as long as such services are not in direct conflict with the services provided to LAFCO.

14. Subcontract For Work Or Services

No agreement shall be made by CONTRACTOR with any party for furnishing any of the work or services herein contained without the prior written approval of the Executive Officer but this provision shall not require the approval of contracts of employment between CONTRACTOR and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract.

15. Interest Of Contractor

CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed or retained by it under this AGREEMENT.

16. Conduct Of Contractor

16.1. CONTRACTOR agrees to inform LAFCO of all CONTRACTOR'S interest, if any, which are or which CONTRACTOR believes to be incompatible with any interest of LAFCO.

16.2. CONTRACTOR shall not, under circumstances, which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom CONTRACTOR is doing business or proposing to do business, in accomplishing the work under the AGREEMENT.

Professional Service Agreement

16.3. CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors and/or entertainment directly or indirectly to LAFCO employees.

17. Disallowance

In the event CONTRACTOR receives payment for services under this AGREEMENT which is later disallowed for nonconformance with the terms and conditions herein by LAFCO, CONTRACTOR shall promptly refund the disallowed amount to LAFCO on request, or at its option, LAFCO may offset the amount disallowed from any payment due to CONTRACTOR under any agreement with LAFCO.

18. Governing Law; Jurisdiction; Severability

This AGREEMENT and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this AGREEMENT shall be filed in the Superior Court of the State of California located in Los Angeles, California. In the event any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

19. Insurance

Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold LAFCO harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this AGREEMENT.

A. Workers' Compensation

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of LAFCO, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name LAFCO, its Commissioners,

Professional Service Agreement

officers, employees, agents and representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this AGREEMENT or be no less than two (2) times the occurrence limit.

C. Vehicle Liability

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this AGREEMENT, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this AGREEMENT or be no less than two (2) times the occurrence limit. Policy shall name LAFCO, its Commissioners, officers, employees, agents and representatives as Additional Insureds.

D. Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for CONTRACTOR'S performance of work included within this AGREEMENT, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this AGREEMENT and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this AGREEMENT; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this AGREEMENT.

E. General Insurance Provisions - All lines

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by LAFCO. If LAFCO waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

Professional Service Agreement

- 2) CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the LAFCO before the commencement of operations under this AGREEMENT. Upon notification of deductibles or self-insured retention's unacceptable to LAFCO, and at the election of LAFCO, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this AGREEMENT with LAFCO, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish LAFCO with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by LAFCO, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to LAFCO prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this AGREEMENT shall terminate forthwith, unless LAFCO receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until LAFCO has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
- 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and LAFCO'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

Professional Service Agreement

- 5) LAFCO'S Reserved Rights--Insurance. If, during the term of this AGREEMENT or any extension thereof, there is a material change in the scope of services; LAFCO reserves the right to adjust the types of insurance required under this AGREEMENT and the monetary limits of liability for the insurance coverage's currently required herein, if; LAFCO's reasonable judgment, the amount or type of insurance carried by CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this AGREEMENT.
- 7) The insurance requirements contained in this AGREEMENT may be met with a program(s) of self-insurance acceptable to LAFCO.

20. Licensing And Permits

20.1 CONTRACTOR shall be licensed, if required, in accordance with the laws of this State and if not so licensed is subject to the penalties imposed by such laws.

20.2 CONTRACTOR further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Los Angeles and all other appropriate governmental agencies, and shall maintain these throughout the term of this AGREEMENT.

21. Contractor's Responsibility

21.1 It is understood that CONTRACTOR has the skills, experience and knowledge necessary to perform the services agreed to be performed under this AGREEMENT, and that LAFCO relies upon CONTRACTOR'S representations about its skills, experience and knowledge to perform CONTRACTOR'S services in a competent manner. Acceptance by LAFCO of the services to be performed under this AGREEMENT does not operate as a release of said CONTRACTOR from responsibility for the work performed.

21.2 It is further understood and agreed that CONTRACTOR is apprised of the scope of the work to be performed under this AGREEMENT and CONTRACTOR agrees that said work can and shall be performed in a fully competent manner.

22. Conflict Of Interest

CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this AGREEMENT.

23. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this AGREEMENT, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws and regulations.

24. Assurances

CONTRACTOR will comply with all applicable LAFCO policies and procedures. In the event that the policies and procedures promulgated by LAFCO are more restrictive, but not in conflict with Federal or State policies and procedures, those issued by LAFCO will prevail.

25. Records And Documents

CONTRACTOR shall make available, upon written request by LAFCO and any duly authorized Federal, State or County agency, a copy of this AGREEMENT and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CONTRACTOR. All such books and records shall be maintained by CONTRACTOR for at least five years from the termination of this AGREEMENT and be available for audit by LAFCO. CONTRACTOR shall provide LAFCO with reports and information relative to this AGREEMENT and in accordance with terms set forth herein, as requested by LAFCO. All work papers prepared by CONTRACTOR shall remain the property of CONTRACTOR.

26. Confidentiality

CONTRACTOR shall maintain the confidentiality of all records obtained from LAFCO under this AGREEMENT in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

27. Administration/Contract Liaison

The Executive Officer, or designee, shall administer this AGREEMENT on behalf of LAFCO.

28. Notices

All correspondence and notices required or contemplated by this AGREEMENT shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

Professional Service Agreement

Local Agency Formation Commission for
the County Los Angeles
Attn: Paul A. Novak, Executive Officer
80 South Lake Avenue., Ste. 870
Pasadena, CA 91101

Meijun Software Solutions
Attn: Huy Ly, President
7975 Raytheon Rd., Suite 270
San Diego, CA 92111

29. Force Majeure

29.1 In the event CONTRACTOR is unable to comply with any provision of this AGREEMENT due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held liable to LAFCO for such failure to comply.

29.2 In the event LAFCO is unable to comply with any provision of this AGREEMENT due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, LAFCO shall not be held liable to CONTRACTOR for such failure to comply.

30. Mutual Cooperation

LAFCO agrees to cooperate with CONTRACTOR in CONTRACTOR'S performance of services for LAFCO under this AGREEMENT, including providing CONTRACTOR with reasonable facilities and timely access to LAFCO data, information and personnel. LAFCO shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to CONTRACTOR.

31. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, LAFCO may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of CONTRACTOR to timely submit the data and/or certificates required may result in contract being awarded to another contractor. In the event a contract has been issued, failure of CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of the AGREEMENT. Failure to cure such breach within 60 calendar days of notice from LAFCO shall constitute grounds for termination of the AGREEMENT.

Professional Service Agreement

If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

32. Entire Agreement

This AGREEMENT, including the attached Exhibits, constitutes the entire AGREEMENT of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This AGREEMENT may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this AGREEMENT.

LAFCO

Local Agency Formation Commission
for the County of Los Angeles

Print Name:

Title: Chair

Date:

CONTRACTOR

Meijun Software Solutions

Print Name:

Title: President

Date:

Exhibit A

Request for Proposal

Website Design



**Los Angeles County Local Agency
Formation Commission
80 South Lake Avenue, Suite 870
Pasadena, CA 91101 - 626.204.6500**

May 30, 2018

Table of Contents

Project Overview	2
Who We Are	2
• LAFCO Website Overview	
Proposal Description	3
• Proposal Objective	
• Technical Requirements	
– Content Management System	3
– Website Security	4
– Website Hosting	4
– Warranty and Support	4
Project Scope and Guidelines	4
• Development Guidelines	4
• Website Outlines	5
General Proposal Requirements	5
Request for Proposal Timeline	10
Questions and Submission	11
Terms and Conditions	12

Project Overview

The Los Angeles Local Agency Formation Commission is accepting proposals to develop and implement a website redesign.

Please refer to the existing website to see structure and content: www.lalafco.org

Who We Are

The Local Agency Formation Commission (LAFCO) is a State-created local agency with countywide jurisdiction. Traditionally LAFCO work has historically involved analysis of proposed city and special district boundary changes. Over time, the State Legislature has increasingly viewed LAFCO as the State's local "watchdog" over how efficiently and cost-effectively local agencies deliver municipal services to the public.

To effectively communicate with our audience, key aspects of the websites must include the following:

- Easy to use and intuitive to navigate
- Visually appealing and appropriate to the audience
- Informative
- Safe and secure
- Quick to load and operate
- Compatible with major web browsers and mobile devices

LAFCO Website Overview

Los Angeles LAFCO' websites are a key source of information that keeps agencies and the public informed of the Commission's proposal activity, administrative functions, roles and responsibilities. The websites house multiple documents that must be accessible to the public that include legally required meeting agendas, hearing notices, meeting minutes, staff reports and agency studies.

The last major update to the Los Angeles website occurred in 2012. Since that time, the website has not experienced updates involving design or latest technology. The site is currently built on Joomla! 2.5.28.

Below are key areas that need to be addressed in the redesign of the website:

- Improvement of website design and layout
- Security
- Platform that incorporates user-friendly navigation
- Auto notifications/subscription

- Reliability

Proposal Description

Proposal Objective

As a public agency, the website is used as a conduit of information intended to keep local agencies, the public and other interested parties informed of LAFCO projects, meetings, and other activities of the Commission and staff. In addition to Increasing general transparency of our agencies, the website also satisfies certain legal notice requirements. Therefore, reliability is a key element.

Technical Requirements

Content Management System (CMS)

Los Angeles LAFCO will assume responsibility for content management of the websites developed by the contractor. The contractor is responsible for recommendation of a Content Management System appropriate to this project. Preference is given, though not limited to, non-proprietary, “open-source” systems.

Website Security

The design of the Los Angeles LAFCO’ websites will take into consideration the security of the website, with adequate protection and real time monitoring of unauthorized use, and the protection of any data that will be accessible by users of the website, including site to site encryption of any data that is pulled from LAFCO’s servers or located on the web hosting servers.

Vendor proposal must account for all of the following requirements.

- Websites must be compatible with the most current versions of Google Chrome, Microsoft® Internet Explorer, Mozilla Firefox, and Safari.
- Websites must be “Responsively Designed,” to accommodate mobile users. This must include accommodations for slower, cellular Internet connections.
- Websites must not require plug-ins as a default.
- The finished sites must comply with any additional Web Accessibility Standards identified by the California Department of Education (<http://www.cde.ca.gov/re/di/ws/webaccessstds.asp>).
- Websites must be built in accordance to the Web Content Accessibility Guidelines 1.0, provided by the W3C and should also be easily accessible to the novice as well as the experienced Internet user.

- **Fast Loading Pages** – The websites must be designed with a balance of text and graphics.
- **Role-based member permissions** must be used to determine user access to various pages and content types as indicated in the “Website Outline” section of this document.
- **Full compliance with HTML 5.0**

Website Hosting

The Los Angeles website is currently hosted by BlueHost. No change is anticipated.

Warranty and Support

The contractor should provide no less than a twelve month (12 month) warranty to correct any errors in the execution of the websites.

Project Scope & Guidelines

The scope of this project is to redesign the existing Los Angeles Website. Existing website content and images will be used to populate the new website design. The Los Angeles LAFCO staff will provide new content as needed. A contractor that can handle all website planning, interface design and production, including migration of required existing content to the new sites, is required. Los Angeles LAFCO will own the new website design and must be provided with a full backup copy of the website design and code. The website must include a technology solution that allows in-house staff and IT consultant to easily and cost effectively update content and modify website design after the initial launch. *At no time during the migration to a new website shall there be an interruption in website services.*

Development Guidelines

The website designed by the successful candidate must meet the following criteria:

- **Platform:** Implement an open-source content management system that will permit non-technical staff and IT consultant to instantly update the websites content on specific pages.
- **Content:** Contractor will transfer existing content into the new websites template. Unless otherwise indicated by LAFCO Staff, all current links must be transferred. Content is mostly documents in pdf format. All links within documents must be migrated to the new websites.
- **Visual appeal:** The websites must have an attractive mix of text and graphics.
- **Responsive Design:** The websites must be mobile-optimized through responsive design methods. Preference is given to WordPress.

- **Navigation:** The websites should be easy to navigate. Information should be grouped and presented in a logical manner and when possible no more than three levels of “drill down” for the user to find the desired information.
- **Search Tools:** Provide search capabilities using key words or phrasing that will identify content throughout the websites.
- **Calendar:** Dynamic calendars that display events as well as filters for searching and sorting events.
- **Auto Notifications:** A program that allows users to subscribe to automatic notification of when updates are made to web pages.
- **Security:** Propose an option for a secured/restricted page to upload content for members only.
- **Auto Date Stamp for Last Update:** Date stamp on web-pages and affiliated web-based programs that is automatically updated when the content is edited.

Website Outlines

The following is generally the outline utilized by our current website www.lalafco.org
However, we are open to suggestions and changes.

Home page currently displays with the following features:

- **Header – These are drop down menus:**

- Home
- Commission & Staff
- Meetings/Agendas/Notices
- Policies and MOUs
- Application
- MSRs
- Maps
- Resources
- DUC's

- **Footer**

- Name
- Address
- Phone and Fax numbers
- Site map link
- Photo credits link
- Legal Disclaimer link
- Copyright information

- **Home**

- Link to Meetings
- Link to Applications to LAFCO

- Link to Boundary Maps
- Link to Municipal Service Reviews
- Misc. Notices
- Language and service (link to select languages: English, Filipino,Hindi, Japanese, Korean, Russian, Spanish, Vietnamese)
- Link to East Los Angeles Incorporation Documents

- **Commission & Staff (drop down):**
 - Commissioners (15) (Pictures)
 - 9 Regular Commissioners, biographies & Appointing Authority links
 - 6 Alternate Commissioners, biographies & Appointing Authority links
 - Staff (Pictures)
 - Staff names, titles and email addresses (hyperlinks)
 - Contact Us
 - Link to LAFCO Office and Contact Information, Map

- **Meetings/Agendas/Notices (drop down):**
 - Schedule Agenda and Minutes
 - 2018 Schedule, Agenda, Minutes & Notices (with Links to documents)
 - 2017 to 2002 (Descending), Agenda, Minutes & Notices (with Links to documents)

 - Meeting Location
 - Link back to 2018 Meeting schedule page
 - Link to Google Map and Directions
 - Link to Driving Directions & Parking
 - Information

- **Policies and MOUs (drop down) – Links to pdf documents:**
 - Rules of the Commission
 - Guidelines for Reconsideration
 - Conduct of Protest Hearing
 - Written Protests Valuation Policy
 - Proposals Requesting and Out-of-Agency Service Extension or Exemption Pursuant to Government Code Section 56133
 - Fee Waiver Policy
 - Check Signing Policies
 - Alternate Legal Counsel Policy
 - MOU with San Bernardino LAFCO
 - MOU with Orange County LAFCO
 - Procedures for requesting State Controller Review

- **Applications (drop down)**
 - Filing Instructions (Link to one pdf document)

- Forms
 - Application Form (fillable)
 - Attachment A-Plan for Municipal Services (fillable)
 - Landowner/ Registered Voter Petition (non-fillable)
 - Party Disclosure Form (non-fillable)
 - State Board of Equalization Requirements (link to PDF document)
 - Protest Form (link to PDF document)
 - Fee Schedule (link to PDF document)
 - Sample Consent Letter (link to PDF document)
- Fee Schedule (link to PDF document – same as one listed above)
- Status of Major Projects – 30 Document links to the proposed incorporation of East Los Angeles (same link as home page)
- **MSRs (drop down)**
 - MSR Announcements (no links – notices only)
 - Municipal Service Reviews Round 1 (2008)
 - Los Angeles Basin MSR (4 links)
 - Los Angeles Final MSR 2006
 - Los Angeles Final MSR Maps
 - Los Angeles Final MSR – Appendix A
 - LA Basin Final Water MSR 2006
 - Miscellaneous Government Services (1 link)
 - Miscellaneous Government Services Municipal Service Review (June 2004)
 - Santa Catalina Island (1 link)
 - Santa Catalina Island Final MSR 2004
 - Las Virgenes (2 links)
 - Las Virgenes Final MSR 2004
 - Las Virgenes Final Water MSR 2004
 - High Desert (3 links)
 - High Desert Final MSR 2004
 - High Desert Final Water MSR 2004
 - High Desert Final MSR Maps
 - Santa Clara (2 links)
 - Santa Clara Final MSR 2004
 - Santa Clara Final Water MSR 2005
 - Santa Clara Final MSR Maps
 - East San Gabriel (5 links)
 - East San Gabriel Final MSR 2005
 - East San Gabriel Final MSR – Appendix A 2005
 - East San Gabriel Final MSR Maps
 - East San Gabriel Final Water MSR 2005

- East San Gabriel Final Water MSR Maps
- West San Gabriel (3 links)
 - West San Gabriel Final MSR 2004
 - West San Gabriel Final Water MSR 2004
 - West San Gabriel Final MSR Maps
- Gateway (4 links)
 - Gateway Final MSR 2005
 - Gateway Final MSR – Appendix A 2005
 - Gateway Final MSR Maps
 - Gateway Final Water MSR 2005
- South Bay (4 links)
 - South Bay Final MSR 2005
 - South Bay Final MSR Maps
 - South Bay Final Water MSR 2005
 - South Bay Final Water MSR Maps
- Sanitation Districts (1 link)
 - Sanitation Districts Final MSR 2005
- Service Review Round 2 (2013-2018)
 - Community Services Districts (1 link)
 - Bradbury Estates Community Services District, and Pasadena Glenn Community Services District Municipal Service Review (January 2018)
 - Cemetery Districts (1 link)
 - Antelope Valley Cemetery District, Artesia Cemetery District, Downey Cemetery District, Little Lake Cemetery District, and Wilmington Cemetery District Municipal Service Review (May 2017)
 - Recreation and Park Districts (1 link)
 - Ridgecrest Ranchos Recreation and Park District, Miraleste Recreation and Park District, and Westfield Recreation and Park District Municipal Service Review (April 2017)
 - City of Commerce
 - City of Commerce Municipal Service Review (January 2017)
 - City of Compton (1 link)
 - City of Compton Municipal Service Review (November 2013)
 - City of Cudahy (1 link)
 - City of Cudahy Municipal Service Review (August 2015)
 - City of Gardena (1 link)
 - City of Gardena Municipal Service Review (March 2014)
 - City of Santa Clarita (4 links)
 - Santa Clarita MSR - Adopted 2012
 - Sphere of Influence Map 2012
 - Santa Clarita MSR – Staff Report
 - Clarification #1 to the Final Draft City of Santa Clarita MSR 2012
 - Huntington Municipal Water District (1 link)

- Huntington Municipal Water District Municipal Service Review (November 2012)
 - Palmdale Water District (1 link)
 - Palmdale Water District Municipal Service Review (October 2012)
 - Sativa County Water District (5 links)
 - Resolution 2014-19 RMD (June 11, 2014)
 - Staff Report for Commission Meeting of June 11, 2014
 - Staff Report for Commission Meeting of May 14, 2014
 - Sativa County Water District Progress on LAFCO Issues (May 14, 2014)
 - Sativa L.A. County Water District Municipal Service Review (August 2012)
- **Maps (drop down)**
 - Cities
 - Link to “Map of Cities and Year of Incorporation”
 - Alphabetical list and links to 88 City Maps
 - Special Districts
 - Link to each independent special district map, as follows:
 - Cemetery Districts (5 links)
 - Community Services Districts (3 links)
 - Fire Protection District (1 link)
 - Garbage Disposal Districts (7 links)
 - Health Care Districts (2 links)
 - Library Districts (2 links)
 - Mosquito Abatement and/or Vector Control Districts (5 links)
 - Recreation and Parks Districts (3 links)
 - Resource Conservation Districts (2 links).
 - Sanitation Districts of Los Angeles County (31 links)
 - California Water Districts (1 link)
 - County Water Districts (13 links)
 - Irrigation Districts (6 links)
 - Los Angeles County Waterworks Districts (5 links)
 - Municipal Water Districts (8 links)
 - Special Acts Districts (2 links)
 - Water Replenishment District (1 link)
- **Resources (drop down)**
 - Frequently Asked Questions
 - Glossary
 - References
 - Links
 - About this Site
 - Subscribe to LAFCO emails
- **DUCS (no drop down)**

General Proposal Requirements

Vendors will be required to submit their proposals using information provided by this RFP including software, required hardware, conversion of existing data, installation, training, final implementation and annual support costs. This amount is inclusive of all incidentals costs including meeting attendance and sub consultant expenses. Proposals must also include a list of at least three client references.

Los Angeles LAFCO will select the successful proposal based upon several evaluation factors including:

Firm Description and Experience

Provide a description of the firm, including type of business, number of years in the business and office location(s). Summarize the firm's qualifications for website redesign. Please provide at least three (3) hyperlinks to the websites that the firm has designed.

Depth and Breadth of Staff

Identify the key staff members that would be assigned to the project. Briefly describe each member's responsibility and relevant work experience as it relates to the project. Provide the resumes of project manager(s) and lead professional(s) who will be involved in the website redesign, as well as their contact information.

Identification of any sub-consulting firms who will be involved. If sub-consultant firms are proposed, describe the work they will perform and include the same information for each sub-consultant as required above.

References

Provide a list of at least three (3) client references, preferably local government agencies. The reference list should include the client's name, agency, location, and contact person with telephone number/email address.

Proposed Scope of Services

Provide a proposed scope of services for the website redesign that meets the needs and criteria of each LAFCO set forth in the RFP.

Schedule

Provide a preliminary project schedule showing start and ending times for each major work task and indicate strategies for adhering to the schedule.

Proposed Cost

Identify a proposed (not-to-exceed) cost to complete the project. The proposed cost of the project should itemize each major task. All hourly rates and fees should be clearly stated. The maximum fees for the website redesign for each LAFCO should be provided in the following format. The fees should be inclusive of any out of pocket expense incurred by the firm:

Description of Services	Estimated Hours	Not to Exceed Amount
-------------------------	-----------------	----------------------

Proposal Presentation

The information is presented in a clear, logical manner and is well organized.

Request for Proposal Timeline

Deadline for respondents to submit questions..... Monday, June 18, 2018

Proposals are due no later than Monday, July 9, 2018

A contractor will be selected by Wednesday, July 30, 2018

Project must be completed and delivered by..... Within approximately 4 months of the execution of the contract.

All dates are subject to change by Los Angeles LAFCO

Questions and Submission

Los Angeles LAFCO must receive responses to this RFP no later than the date specified. Proposals received after the due date will not be accepted. No additional time will be granted to any vendor unless by addendum to this RFP.

Questions and proposals can be directed to Adriana Romo (aromo@lalafco.org).

To ensure a response, questions must be received no later than 5:00 p.m. PDT on Monday, June 18, 2018.

Proposals are due by 5:00 p.m. PDT Monday, July 9, 2018.

You may mail six printed copies of your proposal to:

Adriana Romo, Deputy Executive Officer

Los Angeles LAFCO

80 South Lake Avenue, Suite 870

Pasadena, CA 91101

Los Angeles LAFCO reserves the right to request clarification on any proposal or RFP Amendments or to ask respondents to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Note: If delivery is to be in person, please first call the LAFCO office (626) 204-6500 to arrange a delivery time.

- Each proposal shall be submitted in a sealed envelope that is clearly marked with the title of the RFP.
- All proposals will become property of the Los Angeles LAFCO.
- Cost of preparation of proposals shall be borne by the proposers.
- Proposals shall be signed by an authorized employee or officer in order to receive consideration.
- Los Angeles LAFCO is not responsible for proposals delivered to a person/location other than that specified herein.

Terms & Conditions

The following terms and conditions apply to this RFP and are not inclusive of all terms and conditions in the final contract.

- The successful vendor and all subcontractors must hold valid business and professional licenses and registrations that may be required.
- Evidence of Insurance - Before commencing any operations under the contract, the vendor awarded the contract will be subject to Los Angeles LAFCO's requirements for insurance reflecting the minimum amounts and conditions as defined by Los Angeles LAFCO. The successful proposer shall furnish the Los Angeles LAFCO with a Certificate of Insurance and copies of all applicable endorsements evidencing compliance with the above insurance requirements and that such insurance will not be canceled or materially changed without thirty (30) days advance written notice.
- The vendor shall procure and maintain for the life of the Contract/Agreement Workers' Compensation Insurance covering all employees with limits meeting all applicable state and

federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers' Compensation and Employer's Liability Insurance.

- CONTRACTOR shall be an equal opportunity employer that does not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.
- There shall be no Conflict of Interest with firm selected. Proposers warrant and covenant that no official or employee of the Los Angeles LAFCO, nor any business entity in which an official of the Los Angeles LAFCO has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the Los Angeles LAFCO. Proposers will notify LAFCO of any potential conflict of interest regarding other work or third-party contracts.

Selected vendor shall maintain strict privacy of all Los Angeles LAFCO records, data and files (regardless of media), including any copyrighted material received from the Los Angeles LAFCO.

Marking the entire proposal or any one or more of the major sections as proprietary will neither be accepted nor honored. The Vendor should be aware that the Los Angeles LAFCO is required by law to make certain records available for public inspection with certain exceptions. The Vendor, by submission of materials marked proprietary, acknowledges and agrees that the Los Angeles LAFCO will have no obligation or liability to the Vendor in the event that the Los Angeles LAFCO must disclose these materials.

It is recognized that multiple Vendors may wish to combine their resources in responding to this Request for Proposal. A Proposal with such a combination is acceptable, provided that the complete Proposal contains all required information, and indicates which Vendor shall be responsible for each of the components that make up the complete system. In addition, one of the Vendors shall be designated as responsible for the complete definition, delivery, integration, implementation, and maintenance of the system, referred to as the prime vendor. Bidders must warrant to the Los Angeles LAFCO that software specifications, capabilities, and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a Proposal will represent your agreement to these conditions.

Los Angeles LAFCO reserves the right to make an award without further discussion of the proposal submitted. Los Angeles LAFCO shall not be bound or in any way obligated until both parties have executed a vendor contract. Los Angeles LAFCO also reserves the right to delay contract award and/or not to make a contract award.



RECEIVED
2018 JUL -9 PM 1:09
LOCAL AGENCY
FORMATION COMMISSION
FOR LOS ANGELES COUNTY

Exhibit B

PROPOSAL FOR

Website Design for Los Angeles LAFCO

Local Agency Formation Commission for the County of Los Angeles

Adriana Romo
Deputy Executive Officer
80 South Lake Avenue, Suite 870
Pasadena, CA 91101



PROPOSAL SUBMITTED BY

Meijun, LLC

9888 Carroll Centre Rd, Ste#210
San Diego, CA 92126

PROPOSAL SUBMITTED ON

July 6, 2018

Letter from Us

Cover Letter

Dear Local Agency Formation Commission for the County of Los Ageneles,
Attention: Adriana Romo,

We are thrilled to have this opportunity to submit this proposal in response to the Request for Proposal the Los Angeles LAFCO has recently issued for Website Design. We are eager to be working with your organization again as we have in the past.

Our organization has a long and favorable view of all LAFCOs. As an associate member of the California Association of Local Agency Formation Commissions, we have routinely attended several workshops and gatherings. We have a strong understanding of what a LAFCO's responsibilities are and have in the past been able to provide services for the LAFCO for the County of Riverside for a similar project and even your own organization, the LAFCO for the County of Los Angeles, in 2017.

Unlike some agencies, we take great pride in the works produced in our local office. Our team of dynamic local developers has almost always met or exceeded our client's expectations. Because of our grass-root staffing practices, most if not all, our work is done in our offices in San Diego. We have a strong commitment to not source work off-shores to maintain full control over work-quality and customer satisfaction. For us, fast and frequent communication is key to a successful project.

It would bring us great honor and fulfillment to be able to be a part of this project. I hope that our skills, past history with LAFCOs, and experience we have laid out in this proposal will speak for itself. Our team looks forward to your favorable response and being a part of this project.

With much sincere gratitude,

Huy Ly
Meijun, LLC
9888 Carroll Centre Rd, Ste#210
San Diego, CA 92126
619-333-8698 x 700
hly@meijun.cc

INTRODUCTION

Table of Contents

INTRODUCTION

TABLE OF CONTENTS	3
-------------------	---

SECTION ONE

OVERVIEW	4
----------	---

SECTION TWO

QUALIFICATIONS	8
----------------	---

SECTION THREE

SITUATIONAL ANALYSIS	10
----------------------	----

SECTION FOUR

IMPLEMENTATION PLAN	11
---------------------	----

SECTION FIVE

SCOPE OF WORK	14
---------------	----

SECTION SIX

PROPOSED COST	20
---------------	----

SECTION SEVEN

APPENDIXES	21
------------	----

CASE STUDY 1: RIVERSIDE LAFCO	21
-------------------------------	----

CASE STUDY 2: RESTORATIVE JUSTICE REMEDIATION PROGRAM	21
---	----

SECTION ONE

Overview

Project Overview

The Local Agency Formation Commission for the County of Los Angeles ("Los Angeles LAFCO" or "LAFCO") is seeking an innovative web design agency to help redesign its website. The LAFCO's websites are a key source of information that keeps agencies and the public informed of the Commission's proposal activity, administrative functions, roles, and responsibilities. As the website has a diverse audience, information must be presented with state of the art designs and be of a mobile-friendly nature.

Firm Overview

Meijun, a California based company, has taken part in multiple software and marketing projects. Our company has been included in various stages of the software development process, from scoping, development, implementation, to continual maintenance. We have had enjoyable relationships with all of our clients. We are also very proud of our staff and pride ourselves on our use of local talent.

Meijun is an agency that provides bespoke and customized development for all our clients. We are not a pass-through entity. What this means is that we not only manage your project, but we also develop your project in-house. All of our work is made here in California. In addition to that, because we're a bespoke agency, your template is customized to you. We do not purchase third-party templates.

Firm History

Meijun (pronounced: MAY-JUNE) is a family name. Meijun means "beautiful" which is the core of everything that we do.

Meijun started in 2011 by Huy Ly, an industry veteran in the fields of software development and design. Meijun formed with three goals: to develop innovative solutions and services, create an environment where talented individuals work and grow, and to form great relationships.

Today, Meijun has grown into a full-services digital agency that creates and delivers custom software solutions. Our specialty lies in creative solutions tailored towards client's digital needs, from web to mobile development, design, and strategy. In addition, we offer our clients a range of digital marketing services, including SEO, content marketing, and marketing automation integration. Since its inception, Meijun has established a diverse portfolio, working with clients such as Breg, Upsher-Smith, San Diego Rock Church, LAFCO for the County of Riverside, Ricoh and has subcontracted to complete projects for Port of Los Angeles, Johnson & Johnson, and Fox Entertainment.

Corporate Info

Legal Name of Company: Meijun LLC

Date of Incorporation: March 9th, 2011

Form of Organization: Limited Liability Company

Headquarters: 9888 Carroll Centre Rd Ste#210, San Diego, CA 92126

Phone: (619) 333-8698

Fax: (888)-965-9116

Primary Business Area: Southern California

Primary Contact for Proposal:

Huy Ly

President and CEO

hly@meijun.cc

(619) 333-8698 ext 700

Certifications

We are a certified minority owned business through the National Minority Supplier Development Council and the California Public Utility Commission.

We hold additional small business (SBE) certifications with:

- Department of General Services (1757748)

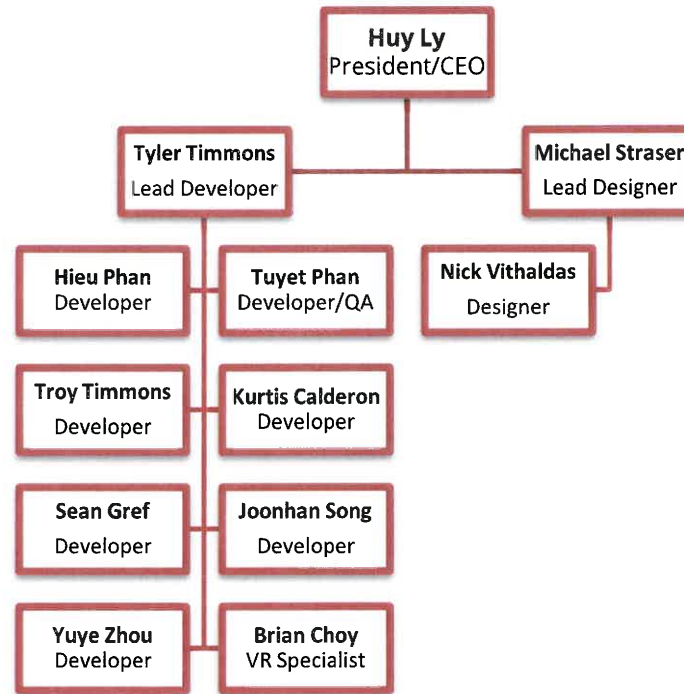
Additional Information:

Our agency has completed training provided by the Goldman Sachs 10,000 Small Business Program through Long Beach City College.



Our agency is an associate member of California Association of Local Agency Formation Commissions

Organizational Structure



Project Management Process

Our team practices agile software methodologies. We utilize Kanban boards, ticketing systems, standup meetings, reporting and peer-auditing.

Our process involves going through the following phases

1. Discovery (Kick-off Meetings, Material Collection)
 - a. Objectives
 - b. Metrics
 - c. Workflow
 - d. Identifying CMS
 - e. Migration Plans
2. Design (UI/UX)
 - a. Website UI/UX
 - b. Wireframes
 - c. Brand Guidelines
 - d. Creative Comps
3. Development (Programming)

4. Content (Content Implementation)
 - a. Migration
5. Quality Assurance (Internal Audit)
6. User Acceptance Testing (External Audit)
7. Training (User Training)
 - a. Documentation
 - b. Hands on Training
 - c. Self Help Documentation
8. Deployment
9. Maintenance
 - a. Post Deployment Training
 - b. Server Audits
 - c. Website Audits
 - d. Hosting
 - e. Technical Support
10. Celebration! (Toast to our joint success!)

During every stage of the project, we will provide weekly project status reports. We will hold an initial kick-off meeting with the LAFCO stakeholders and constructed a detailed project plan.

We will schedule virtual or in-person meetings in consideration of stakeholder schedules. We anticipate at least four types of meetings:

1. Project Kickoff
2. Project Plan
3. Weekly Project Status Meetings
 - a. Weekly Project Reports (reports will have more details in addition to what was discussed in project status meetings).
4. As needed meetings.
 - a. Trainings etc.

SECTION TWO

Qualifications

Expertise

Our team's strong programming background allows us to take on projects that may require some heavy lifting. We opt to use our programming knowledge to the best of our ability to create fine-tuned beautiful experiences that are commensurate to our elegant designs. We strive for efficiency through programming beauty.

Our team of seasoned developers are also aware of modern security concerns and are familiar with server hardening and fortification. We have extensive experience with HIPAA, COPA and PCI compliance through our experience working within the LAFCOs, Healthcare, Education and FinTech Industries.

We have had the pleasure to work on this short list of websites over the last two-year period:

1. Riverside LAFCO (<http://www.lafco.org>)
2. Restorative Justice Mediation Program (<https://www.sdrjmp.org>)
3. Pannikin Coffee & Tea (<https://pannikincoffeeandtea.com>)
4. Hong Kong Association of Southern California (<https://hkasc.org>)
5. Summer Springboard (<https://summerspringboard.com>)
6. DiscoverCorps (<https://discovercorps.com>)
7. ExperienceGLA (<https://www.experiencegla.com>)
8. Discipleship Workbooks (<https://discipleshipworkbooks.com>)
9. Ricoh Product Website (<https://ricoh-marcom.com/>)
10. The Party Staff Corporate Website (<https://partystaff.com/>)

Our team has had fantastic experiences collaborating with other firms and organizations in the past, including:

1. The County of Riverside IT Team for Riverside LAFCO project.
2. Collaboration Reverberation Design Team for Vassal Golf Bags Project.
3. Board of Directors for HKASC and RJMP
4. Digital Telepathy Design Team for SparkFinancial Mobile App
5. Defy Agency Subcontractors for LATitude website
6. Marketing Departments to develop marketing portals for brands such as (sort list):
 - a. Ricoh
 - b. Chevron
 - c. Amway

d. Alaska Airlines

In August of 2017, Los Angeles LAFCO's website was hacked via a brute force attack. Our team without much notice, was able to go in and not only fix the result of the hack but fortified the LAFCO's website. At the end of the small project, we provided a site intrusion report with recommendations.

We have attached two case studies at the end of this proposal. The case studies include:

1. Riverside LACFO Project
2. San Diego Restorative Justice Mediation Program Project

SECTION THREE

Situational Analysis

The current site has much room for improvement. It uses technology that is also potentially a security hazard as seen in a previous disaster situation in 2017. The website uses an outdated version of Joomla and old technologies that don't seem to render correctly on modern browsers, specifically Flash. Flash is an outdated technology that does not work on mobile devices. It also has numerous known security loopholes.

Based on our initial assessment of the site during the 2017 incident, the site uses numerous plugins and unused software that slows down the efficacy of the website. In addition, this also creates room for security issues to which our team has already with great effort tried to prevent. Nothing is more secure then applying a completely new solution to the existing problem.

Despite our best efforts in 2017, we did provide a recommendation of switching platforms as the patches were not 100% fool-proof. As we expected, the site may have been compromised again as shown here in a Google search result.

lalafco.org: お値打ち価格で！LANMP一键安装包,集lamp,lnmp,lnamp ...

[lalafco.org/](#) ▾

LANMP一键安装包,集lamp,lnmp,lnamp,wdcp,wdos,wddns,wddn,云主机linux服务器管理系统面板软件.

集lamp,lnmp,lnamp,wdcp ...

集

lamp,lnmp,lnamp,wdcp,wdos,wddns,
wddn,云主机linux服务 ...

Local Agency Formation ...

Local Agency Formation Commission
for the County of ...

of /MSR SOI Updates

Index of /MSR SOI Updates ...
Cemetery Districts MSR SOI ...

[More results from lalafco.org »](#)

Untitled - lalafco.org

to be filled expires on May 7, 2012.
Thereafter, the term of office is ...

Local Agency Formation ...

Local Agency Formation
Commission. For Los Angeles ...

RECRUITMENT SECRETARY ...

RECRUITMENT.
SECRETARY/RECEPTIONIST. The
Local ...

Our team will fix this and through the use of our programming know-how and design talent will create a unique design and perception that the LAFCO is a trusted authority digitally as it is in physical form.

SECTION FOUR

Implementation Plan

Our team believes that this project will take four months from the execution of a contract to complete with dependencies on approvals, implementation, testing, and training. While we most certainly will be physically able to complete this project on time; having worked through organizations that have multiple stakeholders, more time is always appreciated.

We believe the preliminary timeline will be as follows:

1. Discovery (Kick-Off Meeting) – 1 Week
2. Design (UI/UX) – 1 Month
3. Development (Programming) – 2 Months
4. Content (Content Implementation) – 1 Week
5. Quality Assurance (Internal Audit) – 1 Week
6. User Acceptance (External Audit) – 1 Week
7. Training (User Training) – 1 Day
8. Deployment – 1 Day
9. Maintenance – On-going

Basic Conceptualization

The website outline (sitemap) has been provided by the LAFCO staff. We think that the creators did a fantastic job but it is not outside of reason to assume that we will likely have to move elements around during our Discovery process in order to effectively create a more robust structure based on mutual conceptual exchanges. Below is a simplified and consolidated version of what the LAFCO has provided:

- Header
 - Home
 - Commissions & Staff
 - Meeting/Agendas/Notices
 - Policies and MOUs
 - Applications
 - MSRs
 - Maps
 - Resources
 - DUC's

- Footer
 - Name
 - Address
 - Phone and Fax Numbers
 - Site Map Link
 - (Photo) Credits Link
 - Legal Disclaimers Link
 - Copyright Information
- Home
 - Link to Meetings
 - Link to Applications to LAFCO
 - Link to Boundary Maps
 - Link to Municipal Services Reviews
 - Miscellaneous Notices
 - Language Selection
 - Link to East Los Angeles Incorporation Documents
- Commissions and Staff
- Meetings, Agenda, Notices
- Policies and MOUs
- Applications
- MSRs
- Maps
- Resources
- Contact Us

Below is an example of a finished product we provided LAFCO Riverside. (Next page)

SECTION FIVE

Scope of Work

A summary of the scope of work includes:

1. Design New Website Look and Feel
2. Implementing New Design
3. Content Transfer Facilitation
4. Training
5. Maintenance
6. Technical Assistance and Consulting
7. Security Enhancements and Monitoring

Our work will guarantee the following:

1. The site will support the following browsers and OS combinations: PC: Internet Explorer 10; Firefox 20.0+, Safari 6+, Chrome 20+ Mac: Firefox 6+; Safari 6+, Chrome 10+ Most recent, commonly used version of iOS and Android.
2. Responsively Designed
3. Website will not require unnecessary plugins
4. The finished site will comply with Web Accessibility Standards identified by the California Department of Education
5. Website will be built in accordance to the Web Content Accessibility Guidelines 1.0.
 - a. At a minimum W3C WCAG 1.
6. Fast Loading Pages (as ranked by Google PageSpeed)
7. Role-Based member permissions that will determined user access to various pages and content types.
8. Full HTML 5.0 Compliance as dictated by W3C.

Our team will adhere to the following developmental guidelines:

Platform

We recommend using WordPress as the platform of choice. WordPress is an open-source content management system that will permit non-technical staff and IT consultants the ability to update specific pages. WordPress is updated regularly and has a large supporting user group.

Content

We will assist the LAFCO staff in the transfer and implementation of existing content material from varying sources. We have a proven track record of being able to do this with Riverside LAFCO.

Visual Appeal

We believe that websites must be attractive and functional. While we ultimately default to the decisions and culture of any organization, we are always ready and willing to make the best suggestions.

Example of our work we submitted to the Port of Long Beach for a recent design initiative.



(Larger version can be found here: <http://bit.ly/2HYTIVP>)

Responsive Design

We strongly believe in a mobile-first design philosophy. We make all our websites mobile-optimized and friendly. We don't want mobile to ever be an afterthought. iOS and Android currently are 28.77% and 21.62% of total operating systems used in the United States (as reported by statcounter). As such, we realize that websites should never solely be designed for Desktops.

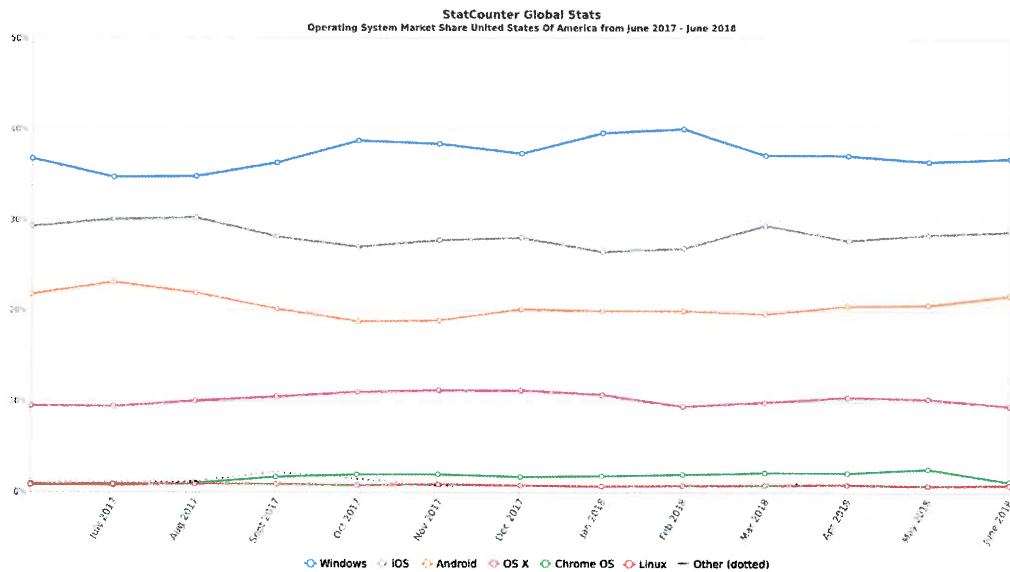


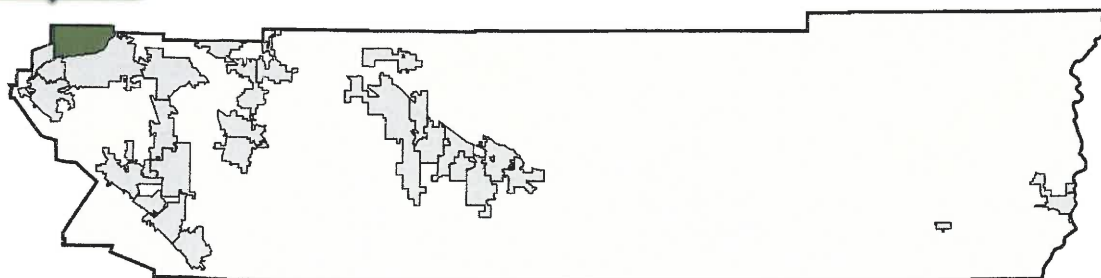
Image from Statecounter.com

Navigation

User experience is the key to getting repeat visitors to any website. If websites are not easy to use, users will not come back. We will design the navigation in a logical manner based on sitemaps. Along with other navigation suggestions, we also have developed interactive out of the box mapping solutions such as the map deployed on the current Riverside LAFCO website:

Cities in Riverside County

Click on a city to view its website.



Search Tools

We will be able to provide search capabilities using keywords and phrases that will identify key content throughout the websites. Note that many “search” functionalities developed by out of the box solutions only search “pages” and do not search key documents. Our group has created a plugin by which will let administrators tag documents for easy searching. We have proven that this plugin is effective on the Riverside LAFCO website

Calendar

We will implement dynamic calendars that will display events as well as filter for searching and sorting events and documents. We know that it is also important for the LAFCO that certain documents, such as meetings and agenda, are important for certain events. We have created proven technology that will display the best results and usability for this requirement.

Example of Interactive Document Display Based on Event:

Meeting Documents

2018 2017 2016 2015 2014 2013 2012 2011					<input type="text" value="Search archive"/>	
Meeting	Date	Notice Agenda Minutes				
LAFCO Meeting	Thursday, Mar 22, 2018 09:30 am		-	-		
Administrative Review Committee Meeting	Friday, Feb 23, 2018 10:00 am	-		-		
CANCELLED - LAFCO Meeting	Thursday, Feb 22, 2018 09:30 am		-	-		
Protest Hearing	Friday, Feb 02, 2018 01:30 pm			-		
LAFCO Meeting	Thursday, Jan 25, 2018 09:30 am			-		
Administrative Review Committee Meeting	Thursday, Jan 25, 2018 09:00 am	-				
LAFCO Protest Hearing	Tuesday, Jan 02, 2018 02:00 pm			-		

Example of Interactive Calendar

March 2018

< >		📅 🖨️		Search events 🔍		Month	Week	Day	List
Sun	Mon	Tue	Wed	Thu	Fri	Sat			
		pm (PST) LAFCO Office will be Closed							
4	5	6	7	8	9	10			
					8:00 am - 5:00 pm (PST) LAFCO Office Is Closed				
11	12	13	14	15	16	17			
18	19	20	21	22	23	24			
				9:30 am (PST) LAFCO Meeting	8:00 am - 5:00 pm (PST) LAFCO Office Is Closed				
25	26	27	28	29	30	31			
					8:00 am - 5:00 pm (PST) LAFCO Office Is Closed				

Auto Notifications

We can assist the LAFCO in creating and managing subscribers to the website and notify them of updates.

Security

We have a proven track record of disaster recovery practices and enhancements as proven in the 2017 incident with LA LAFCO. We are also knowledgeable in restricting members only content. We will implement SSL certificates if the server allows. Some servers may not allow us to install our preferred SSL certification. A SSL certificate is almost mandatory to have credible standing with Google.

Auto Date Stamp for Last Update

We will have a date stamp for each update for best accountability.

Warranty

Our technical support team is available around the clock. We will always be available and our monitoring systems will be available 24/7. As we are a multi-employee agency that works out of California, our response times are almost instant. We are a drive away in case of a major emergency. We pride ourselves in our communication and friendliness of our staff. Technical support is handled in house and not sourced out which allow us to react to any failure in a timely manner.

As far as maintenance is concerned, we will support provide support for our works for a period of one year after deployment (12 months). We will fix all issues related to the execution of the scope of work and any errors or omissions.

Recommendations

While hosting was not a requirement for this proposal. Our team recommends that LA LAFCO consider moving its website to a more secure host. We provide two types of hosting solutions: managed-shared and managed virtual private server.

In traditional hosting environments (like GoDaddy, Network Solutions, BlueHost etc), several batches of websites are shared on the same IP. If one website were to be hacked, it may affect all the websites on that particular server. By having the LAFCO's website on its own virtual private server, we can create a barrier to prevent this.

Uptime is our highest priority. Included in all our hosting options, we will provide, and write a disaster recovery plan. We will maintain frequent backups and monitor the server for downtime. We will have a plan to mitigate intrusion and intrusion recovery. These steps are important in upholding the professional and trusted image of the LAFCO.

Our managed-shared hosting plan comes with:

1. FREE SSL Certificate
2. FREE Content Distribution Network
3. INCLUDED Production Server (the live server)
4. FREE Staging Server (for testing)
5. FREE Backups

Our managed-virtual private server plan comes with:

1. FREE SSL Certificate
2. INCLUDED Production Server (staging will cost additional)
3. FREE Backups

Note: Some host providers will not allow for us to install SSL without third-party costs.

SECTION SIX

Proposed Cost

Our rate sheet is as follows for this project:

<u>Description of Services</u>	<u>Hourly Estimate</u>	<u>Rate</u>	<u>Not to Exceed Amount</u>
General Programming	120	\$100/hr	\$12,000
Graphic Design	40	\$85/hr	\$3,400
Administrative/Content	40	\$65/hr	\$2,600

Our complete budget required to successfully execute this project is not to exceed \$18,000.

This amount is inclusive of all travel, promised support, and upgrades for the entire project period and one year after launch. No fee for hosting before deployment (go live).

New features will be billed separately at \$100/hr (General Programming rate) as we are unable to estimate these out at this time.

Content Updates and General Management are not included in the proposed cost after the launch of the website. We can continue a support contract on retainer basis based on a negotiated fee.

Hosting Options

1. Managed-Shared Server \$20/month not to exceed \$240/year
2. Managed-Virtual Private Server \$50/month not to exceed \$600/year

SECTION SEVEN

Appendixes

1. Case Studies
 - a. Riverside LAFCO
 - b. Restorative Justice Remediation Program
2. Letter of Recommendation from Riverside LAFCO
3. Statement of Capabilities

References for your consideration:

Marc Zimmerman

marc@thesocialexpress.com

1-(760)-815-5705

Services Performed: Website Maintenance, Cloud Management Services, Mobile Application Development, HIPAA Compliance, COPPA compliance

Elizabeth Valdez

evaldez@lafco.org

Riverside Local Agency Formation Commission

3850 Vine Street, Suite 240 Riverside, CA 92507-4277

1-(951)-369-0631

Services Performed: LAFCO Website, WordPress. Open CMS migration, Cloud Management, Website Management, American Disabilities Act Compliance

Delbara Dorsey

deldorsey@everfieldconsulting.com

Everfield Consulting, LLC

2390 Crenshaw Blvd #E-146 Torrance, CA 90501

1-(310)-251-7165

Services Performed: Silverlake Project (Joint Venture), Hosting, Website Management

CASE STUDY 1

Riverside LAFCO

The Client

Local Agency Formation Commissions (LAFCOs) are state-mandated regulatory agencies established by the Legislature in 1963. LAFCOs were created to help implement State policy of encouraging orderly growth and development through the regulation of local public agency boundaries. This daunting task requires each Commission to balance the development required for a growing population with the competing State interests of discouraging urban sprawl, preserving agricultural resources and open space and extending government services efficiently. Each of California's 58 counties has a LAFCO, however, they are independent of county government. Riverside LAFCO generally has jurisdiction over changes in boundaries of local agencies (cities and special districts) within Riverside County.

Client Website: <http://lafco.org/>

The Challenges

The original website was created seemingly during the advent of the dot.com bloom. No one knows exactly when it was first put up. The technologies involved were proprietary which included a very rigid content management system. The site was out of date and in dire need of modernization. The client was concerned the the ability of extracting data from its current system and migrating it over to a new more modern content management system.

The client's old workflow included aggregating documents from various sources. Each source, including the website had to be managed and filed manually. The inability to search through documents made it difficult for files to be found online.

The client also wanted to select a vendor who was able to work well with the county's IT team which managed the old website's hosting situation.

An additional challenge was presented when the client requested that the design remain conservative and limit the usage of social media. We had to find a way to make the site modern yet appear conservative.

The Solution

Since the old website was created using a custom content management system, it was almost impossible to get data out. We had some difficulty extracting from a raw database. We ultimately decided to parse and crawl the entire website using industry standard tools that allowed us to aggregate and reorganize files.

Once we were done with our design, we worked with existing staff to reconnect content within the site map guidelines. We tagged and documented each file so that the staff could easily find them.

We worked with staff members to create new content as well. We used modern frameworks to organize and collate the new content to fit within the sitemap guidelines.

Our team used a few pre-built plugins we had and modified them to fit the needs of the client including a calendar, and event driven file organization structure that allowed the client to post events and tag documents relating to these events.

The site was created using a mobile first approach and specific sections of the site were made to be very user friendly as to allow commissioners to use on their tablets for meetings.

Since the launch of this website in 2016, we have experienced no issues or downtime.

The Benefits

By modernizing the website, the client was able to fortify its position in the local community as a trusted authority.

Allowing our team to build systems to automatically aggregate documents and map them to specific key terms freed up time for the organizations administrative staff to do the things that are most important, running the operation.

The Technology Stack

1. WordPress
2. MySQL
3. jQuery
4. PHP
5. Linux
6. Apache
7. SVG
8. Google Analytics

CASE STUDY 2

Restorative Justice Remediation Program

The Client

The Restorative Justice Mediation Program (RJMP) is a non-profit, non-governmental, 501(c)3 organization that works in partnership with local justice sector agencies and other non-profit organizations in San Diego County to provide programs and training that promote the values of respect, responsibility and relationships

Client website: <https://www.sdrjmp.org/>

The Challenge

The RJMP website was originally created using a custom made content management system. It required that our team manually extract data and reconstitute it in a new database.

The staff had limited technical expertise to facilitate the brainstorming for the new site but was able to express the difficulties they were having using the old system in great detail.

In addition to this we also had to figure out a way to receive, catalog, and organize case submissions in an automated fashion. The old system sent form submissions directly to email. Which not only was difficult to organize but also a privacy concern.

Our team faced the ultimate challenge whereby we had to create a backend management system that was user friendly enough for the staff to be self-sufficient. We also had to document the system well enough for the staff to use as reference and training.

The Solution

We migrated the client to WordPress and extracted their rigid data using a website crawler. We helped reorganize and catalog all existing data and documents to be used on the new website.

We had complete design freedom but still restricted within the confines of what colors and what images to use.

Mobile friendliness and ease of use were our highest priorities. We were able to track how people used certain elements on the screen and moved things around for best engagement.

We built from scratch a very robust form to collect case submissions on behalf of the client and filed them into an automated system by which administrators could manage, search, find and alter them. Since there was quite a lot of private information on these forms, we had to make sure that we were PCI compliant in the way we stored data. All data is stored encrypted and then decrypted during time of use.

Since the launch of this website in 2017, we have experienced no major issues or downtime.

The Benefits

Having a completely new website with all the modern bells and whistles allowed for the organization to gain more exposure and receive more donations than ever before.

Using feedback from working close with the stakeholders, we designed multiple areas of interactions (call to actions) that funneled folks to either submit a new case or donate to the cause on the website.

Ultimately, having expressed a need to be self-sufficient, the website was designed in a manner where the management portion was easy to understand even for people who did not know technology well.

The Technology Stack

1. WordPress
2. MySQL
3. jQuery
4. PHP
5. Linux
6. Apache
7. Google Analytics



July 5, 2018

To: Whom it May Concern

RE: Letter of Recommendation for Meijun.

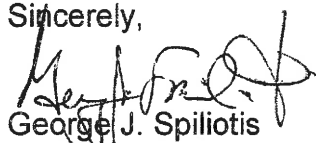
In 2016, Riverside LAFCO decided to completely update its website. Our previous site had not been significantly updated for approximately 13 years and operated on a content management system that was outdated and minimally supported. Meijun was chosen to develop a brand new website, a decision that we do not regret. The new website was to improve the design and layout as well utilize a platform that incorporated user-friendly navigation. LAFCO needed to incorporate all important content from the previous website such as agendas, staff reports, and links to cities and special districts within the County. Meijun set up a system for viewers to subscribe for notifications/updates to our site as well. The Meeting Information page, which includes a calendar, was a key feature that allows for the public to quickly access notices, agenda packets, and other information for our public meetings.

Meijun was able to meet all of our needs by working closely with staff on the development of the website. Huy Ly, the company's President, explained the process in a way for us all to easily understand. We were in constant communication with Mr. Ly and we were able to view the project while in the development phase to select which version of the pages we liked best. He understood what we needed and implemented it. Training was done in person, via the web, as well as thorough, printed, step-by-step instructions on how to update and change the website. The result has been a website that is an enormous improvement over what we had and exceeded our expectations. It is easy for the public to navigate and simple for staff to update content.

Meijun staff has continued to be very professional and personable to work with. They have provided us with minor changes to the site when needed and our website has had minimal problems since it has been live. We have received positive feedback from users. Meijun also provides hosting of our website.

We would gladly recommend Meijun to any organization requiring these services.

Sincerely,



George J. Spiliotis
Executive Officer



9888 Carroll Centre Rd Ste#210
San Diego, CA 92126

Statement of Capabilities

Corporation Type
LLC – Limited Liability Company

Year Established
2011

Identifications
CAGE#: 7MRW2
DUNS#: 968547690

NAICS Codes
Primary:
541511, 511210, 541512, 541519,
519130
Secondary:
541613, 541430, 541611, 611420

Certifications
SBE/SLBE
• City of Long Beach
• Metropolitan Water Authority
MBE
• National Minority Supplier
Development Council
• California Public Utilities Commission

Contact Information
Meijun, LLC
9888 Carroll Centre Rd Ste#210
San Diego, CA 92126

Phone: 1 (619) 333-8698
Fax: 1 (888) 965-9116
Website: meijun.cc

Primary Contact:
Huy Ly
President & CEO
hly@meijun.cc

Our Company

Meijun is a full-services software development agency that creates and delivers custom software and technical solutions. We work with mid to large-size organizations and businesses to bring their concepts into reality. We can assist with requirements gathering, specification writing, software architecture, business analysis, software development, software transitions, technical project management and software maintenance.

Our Services

Custom Software Development

Enterprise (Vertical) Software, Databases, Hosting Solutions

Web Development

Website Design and Development, E-commerce, Portals, Microsites and General Websites

Mobile Application Development

Apple iOS Development, Android Development, Windows Phone and Tablet Development

Marketing

Brand Strategy, Content Development, Social Media, SEO, Analytics, Graphic Design

Business Solutions

Technology and Software Strategy, Requirements Engineering, Business Case Analysis, Project Management

Our Clients

Partial List of Clients and Organizations

- | | |
|-----------------------------------|----------------------------------|
| • Asian Business Association LA | • Mytek, Inc. |
| • AddyFax Inc. | • PAX Programs |
| • Ansir Innovation Center | • Placesign, Inc. |
| • Asset Recovery Specialist | • Port of Los Angeles ** |
| • Breg, Inc | • PTI Marketing Technologies |
| • Collaboration Reverberation | • Road Rebel Entertainment, Inc. |
| • Care Enterprises Services | • Rock Church |
| • H&Y Planning | • Rockstar Games, Inc. |
| • Healthware Technologies | • Silicon Beach Software |
| • Hong Kong Association of So Cal | • ScrollMotion, Inc. |
| • Jardin Labs | • StackIQ, Inc. |
| • Johnson & Johnson ** | • Take-Two Interactive |
| • San Diego Half Marathon | • ThreeDev, LLC |
| • Mobile Care Services, Inc. | • Upsher-Smith |
| • Mogiv, Inc. | • Zojirushi ** |

** Subcontracted for or Worked Indirectly With

Staff Report

November 14, 2018

Agenda Item No. 9.c.

Resolution Commending Riverside LAFCO Executive Officer George Spiliotis

George Spiliotis, the Executive Officer of Riverside LAFCO, is retiring at the end of 2018 after nearly three decades of service. At the request of the Commission Chair, staff has prepared a Commission resolution praising George for his service. Please see accompanying resolution.

Recommended Action:

1. Staff recommends that the Commission adopt the attached resolution commending George Spiliotis.

**RESOLUTION COMMENDING
RIVERSIDE LAFCO EXECUTIVE OFFICER GEORGE SPILIOTIS**

In Recognition of extraordinary service and leadership, the Local Agency Formation Commission for the County of Los Angeles County hereby adopts this resolution in honor of George Spiliotis.

WHEREAS, George began his service as Executive Officer to the Riverside Local Agency Formation Commission in late 1989;

WHEREAS, George processed five city incorporations—Murrieta (1991), Wildomar (2008), Menifee (2008), Eastvale (2010), and Jurupa Valley (2011)—in the County of Riverside. Given this exhaustive experience with city incorporations, George has provided counsel, guidance, and expertise to other LAFCOs processing incorporation proposals, including his assistance to LA LAFCO during the processing of the proposal to incorporate East Los Angeles;

WHEREAS, George processed the dissolution of four independent special districts—the Ortega Trails Parks and Recreation District (1999), the Murrieta County Water District (2005), the Ruisenor Water District (2005), and the Elsinore Water District (2011);

WHEREAS, George has served as a mentor to staff in his office, including current LA LAFCO Deputy Executive Officer Adriana Romo; Crystal Craig, Riverside Local Government Analyst III; Elizabeth Valdez, Riverside LAFCO Commission Clerk; and Eduardo Moreno, Current Associate Environmental Planner at Caltrans;

WHEREAS, George participated as a moderator, speaker, and panelist at several dozen sessions at staff workshops, annual conferences, and other educational programs sponsored by the California Association of Local Agency Formation Commissions (CALAFCO);

WHEREAS, George has served for several years on CALAFCO's Legislative Committee, attending Committee meetings throughout the State, reviewing proposed legislation, revising

Omnibus Bill proposals, and advocating in support or opposition to legislation on behalf of the broader LAFCO and CALAFCO community;

WHEREAS, George played a key role in the successful restructuring of CALAFCO, an effort which secured greater representation for the Southern Region on CALAFCO's Board of Directors, and provided the Southern Region with veto authority over CALAFCO taking a position on State legislation;

WHEREAS, CALAFCO has bestowed several awards upon George and Riverside LAFCO over the course of his career, including awarding George the recent "Lifetime Achievement Award," CALAFCO's highest award, at the CALAFCO 2018 Annual Conference;

WHEREAS, George has consistently and willingly made himself available in person, by email, or by telephone to advise colleagues at other LAFCOs, providing wise counsel to his peers on matters of law, policy, and practice;

THEREFORE, BE IT RESOLVED by the Local Agency Formation Commission for the County of Los Angeles, on behalf of its commissioners, staff, and legal counsel, that the Commission hereby recognizes George Spiliotis for his more than three decades of outstanding public service to Riverside LAFCO, to CALAFCO, to LAFCOs throughout California, and the general public.

PASSED AND ADOPTED this 14TH DAY OF NOVEMBER 2018.

MOTION:

SECOND:

AYES:

NOES:

ABSTAIN:

ABSENT:

MOTION PASSES: 0/0/0

**LOCAL AGENCY FORMATION COMMISSION
FOR THE COUNTY OF LOS ANGELES**

**Paul A. Novak, AICP
Executive Officer**

Item 11.a.

October 25, 2018

Los Angeles LAFCo
80 South Lake Avenue, Suite 870
Pasadena, CA 91101

Dear Chair and Commission:

On behalf of the California Association of Local Agency Formation Commissions (CALAFCO), I would like to thank your commission for allowing some of your members and/or staff the opportunity to attend the CALAFCO 2018 Annual Conference in Yosemite.

We understand that prioritizing expenditures can be challenging. Ensuring you and your staff have access to ongoing professional development and specialized educational opportunities, allows all of you the opportunity to better serve your commission and fulfill the mission of LAFCo. The sharing of information and resources among the LAFCo commissioners and staff statewide serves to strengthen the LAFCo network and creates opportunities for rich and value-added learning that is applied within each LAFCo.

We wish to thank outgoing Board Member Commissioner Gerard McCallum for his four years of service on the CALAFCO Board of Directors.

Thank you again for your participation in the CALAFCO 2018 Annual Conference, I hope you found it a valuable experience. We truly appreciate your membership and value your involvement in CALAFCO.

Yours sincerely,



Pamela Miller
Executive Director