



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **WM-4**

January 27, 2005

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

Dear Supervisors:

**ACCEPT THE HAZARD MITIGATION GRANT FROM THE  
FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE  
ELEVATION OF FLOOD-PRONE STRUCTURES IN THE  
MALIBU LAKE AREA  
SUPERVISORIAL DISTRICT 3  
3 VOTES**

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

1. Accept the Hazard Mitigation Grant in the amount of \$1,404,658 from the Federal Emergency Management Agency (FEMA) to elevate up to 18 residential structures in the Malibu Lake area subject to flooding.
2. Authorize the Interim Chief Engineer of the Flood Control District, or his designee, to conduct business with FEMA and affected homeowners on any and all matters related to this grant, including, but not limited to, executing a grant agreement substantially similar to the agreement presented in the enclosure and signing any amendments and requests for reimbursement for and on behalf of the District.

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

Certain areas of the County of Los Angeles experienced severe flood damage during the winter storms of 1995, including the Malibu Lake area. Public Works applied for Hazard Mitigation Grant Program (HMGP) funds to elevate affected residential properties above base flood elevation and, thereby, reduce potential damage from future storm events. FEMA approved funding for the elevation of up to 18 residential properties under this program.

On July 7, 2003, FEMA, through the Governor's Office of Emergency Services, notified Public Works that the project had been fully approved and would issue HMGP funds to Public Works to be used for the reimbursement to homeowners for costs incurred for elevating their flood-prone structures in the Malibu Lake area.

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

This proposed action meets the County Strategic Plan Goals of Service Excellence and Fiscal Responsibility by enhancing the quality of life for the residents in the County of Los Angeles through public-private partnerships and by actively seeking external funding sources.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund. Total project costs are estimated at \$1,872,877. FEMA will reimburse the Flood Control District 75 percent of the total eligible project costs or \$1,404,658. Of that amount, \$900,000 is already appropriated in the 2004-05 Flood Control District Budget, and the remaining \$504,658 will be included in the 2005-06 Flood Control District Budget. The remaining 25 percent of the eligible project costs or \$468,219 will be funded by the participating homeowners in the Malibu Lake area.

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

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

The Honorable Board of Supervisors  
January 27, 2005  
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### **ENVIRONMENTAL DOCUMENTATION**

Acceptance of this grant and the subsequent issuance of ministerial permits for this project are not subject to the California Environmental Quality Act pursuant to Section 21080 of the Public Resources Code.

With regard to the National Environmental Policy Act, FEMA has determined that this project is categorically excluded from the need to prepare either an environmental assessment or an environmental impact statement.

### **CONTRACTING PROCESS**

Not applicable.

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

This project will reduce the potential for future flood damage in the Malibu Lake area.

### **CONCLUSION**

Upon approval, please return three approved copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE  
Acting Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel  
Susan P. Nissman

# Los Angeles County Chief Administrative Office

## Grant Management Statement for Grants \$100,000 or More

<b>Department:</b> Public Works		
<b>Grant Project Title and Description</b>		
Hazard Mitigation Grant Program # 1008-7371: Elevation of 18 Flood Prone structures in the Malibu Lake Area.		
<b>Funding Agency</b>	<b>Program (Fed. Grant #/State Bill or Code #)</b>	<b>Grant Acceptance Deadline</b>
FEMA	HMGP Grant \$ 1008-7371	Upon Board Approval
<b>Total Amount of Grant Funding:</b> \$1,404,658.00		<b>County Match:</b> None
<b>Grant Period:</b> Upon Board Approval-July 07,2005	<b>Begin Date:</b> Upon Board Approval	<b>End Date:</b> 07/07/05
<b>Number of Personnel Hired Under This Grant:</b> 0	<b>Full Time:</b> N/A	<b>Part Time:</b> N/A
<b><u>Obligations Imposed on the County When the Grant Expires</u></b>		
Will all personnel hired for this program be informed this is a grant-funded program?	Yes <input type="checkbox"/>	No <input type="checkbox"/> N/A
Will all personnel hired for this program be placed on temporary ("N") items?	Yes <input type="checkbox"/>	No <input type="checkbox"/> N/A
Is the County obligated to continue this program after the grant expires?	Yes <input type="checkbox"/>	No <input type="checkbox"/> N/A
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> X
b.) Identify other revenue sources (describe below)		
A MATCH BY HOMEOWNERS IN THE AMOUNT OF \$468,219 TO COMPLIMENT THE FEDERAL SHARE.	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes <input type="checkbox"/>	No <input type="checkbox"/> N/A
<b>Impact of additional personnel on existing space:</b>		
N/A		
<b>Other requirements not mentioned above:</b>		
N/A		

Department Head Signature *Robert Sanchez for DLW*

Date: 11/30/04

## Malibu Lake Residential Elevation Project

### HAZARD MITIGATION GRANT PROGRAM GRANT AGREEMENT

**FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT  
PROGRAM PROJECT NO. 1008-DR-CA, STATE OFFICE OF EMERGENCY  
SERVICES PROJECT NO. 7371  
MALIBU LAKE MOUNTAIN CLUB  
(FIPS CODE NO. 037-91012)**

#### **A. Purpose of Agreement**

This Grant Agreement is between the County of Los Angeles (hereinafter called "COUNTY") and HOMEOWNER (hereinafter called "OWNER") for the purpose of elevating and/or rebuilding the subject home at least one foot above the County's base flood elevation (calculated as 735.61 feet for the Malibu Lake area) as funded by Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) Project No. 1008-DR-CA-7371, FIPS Code No. 037-91012.

#### **B. Findings**

The residential structures located at (HOMEOWNER ADDRESS) California, Assessor's Parcel Number [NUMBER], are eligible for a HMGP award to elevate or rebuild the habitable area of the structure to at least one foot above the County's base flood elevation (BFE) of 735.61 feet. These homes are listed on the approved Scope of Work for FEMA/OES HMGP 1008-7371. The State of California Office of Emergency Services has found the proposed elevation project or rebuilding project and estimated budget as documented by County's Floodplain Management Plan study of 2000 meet required cost/benefit ratios. [HOMEOWNERS] are the legal owners of the properties.

#### **C. Declarations**

Only costs directly associated with elevating or rebuilding the structures above the BFE of 735.61 feet are eligible for HMGP reimbursement. Owners shall be responsible for funding 25 percent of eligible project costs as set forth in the Scope of Work and document ("Scope of Work"). The HMGP elevation funds will reimburse 75 percent of costs of eligible project costs specified in the project budget. Owners are entirely responsible for any and all costs associated with non-eligible work completed simultaneously with or ancillary to eligible project work or costs exceeding the maximum grant amount.

**D. Documents Required for Grant Payment Approval**

Grant approval is contingent upon Owner providing the following documentation prior to beginning preconstruction design and permitting:

1. Evidence (in the form of canceled checks or a written statement from the County Tax Collector) that property taxes are paid current.
2. A National Flood Insurance policy statement documenting that property flood insurance is current.
3. Written documentation indicating amounts of any and all current or prior Federal disaster assistance grants, Small Business Administration (SBA) disaster loans, or National Flood Insurance Program (NFIP) settlements paid to current or previous Owner(s) for current or previous damage to the subject property.
  - a. Restricts future use of the area under the elevated first floor to uses authorized by the National Flood Insurance Program (NFIP) Flood Plain Management regulations and the Los Angeles County Codes.
  - b. Requires the Property Owner to maintain flood insurance for as long as the building remains in a Special Flood Hazard Area and until elevation project is completed, and a Letter of Map Revision (LOMR) is submitted to and approved by FEMA.

**E. Contractor Requirement**

A California State Licensed Contractor must complete all construction work under this agreement. Owner shall obtain competitive bids from California State Licensed Contractors for the construction phase of the HMGP project. Bids must separately document the eligible project work and differentiate it from other non-eligible work, which Owner may choose to have done simultaneously. The contractor must be currently licensed to elevate houses, bonded and insured. Projects failing benefit/cost analysis will be redefined, rescaled or otherwise modified until meeting minimum cost/benefit ratios. The Scope of Work document will specifically identify eligible and ineligible costs for the project.

**F. Contractor Agreement Language Requirement**

The Owner shall include the following language in the agreement with his/her selected contractor:

1. Non-discrimination Clause

During the performance of this contract, contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition, marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other nonmerit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion or transfer. Contractor will post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

2. Assignment and Delegation

Owner's contractor shall not assign any right under this agreement, including the right to receive payment hereunder, without first obtaining the written authorization of Owner and County. Any request for assignment must be addressed to County for its approval before Owner gives consent.

3. Changes in Work

- a. Except for the purpose of affording temporary protection against an emergency endangering life or property, Owner shall not order, authorize or permit any change in the eligible scope of work stipulated by this agreement unless pursuant to a written Change Order.
- b. Any Change Order shall be signed by all parties to this agreement and shall include a detailed description of the change to be made and shall specify the associated change in the project cost, if any, as a result of such change order. All work pursuant to a change order shall be performed in accordance with the requirements of this agreement, except as specifically modified by the Change Order.
- c. Added or extra work, or additional labor, services or materials beyond that actually required for the execution of the eligible elevation/retrofit work authorized by this agreement unless pursuant to a written Change Order authorizing such change approved in writing by County and Owner. If work proposed in the Change Order is not eligible under FEMA regulations, Owner will be responsible for any and all of the associated costs.
- d. Any Change Order shall be signed by all parties to this agreement and shall include a detailed description of the change to be made and shall specify the associated change in the project cost, if any, as a result of such change order. All work pursuant to a change order shall be

performed in accordance with the requirements of this agreement, except as specifically modified by the Change Order.

- e. No claim for adjustment of the project budget or cost will be valid unless specified in a Change Order made pursuant to this section.

#### 4. Prohibition Against Kickbacks

Owner's contractor shall comply with the provisions of Federal law that prohibit kickbacks on any project financed in whole or in part by loans or grants from County or the United States Government, including but not limited to the provisions found in 18 USCA Section 874 and in regulations adopted by the Secretary of Labor under 40 USCA Section 276(c), as now in effect or as hereafter emended. Owner's contractor shall submit all statements required by the regulations of the Secretary of Labor. Owner's contractor shall cause the provisions of this section to be inserted in any subcontracts on the project so that the requirements of this section shall apply to and be binding upon all subcontractors.

### **G. Indemnification**

1. Owner understands and agrees that participation in the HMGP is not a guarantee that Owner's property is, or will be free of health and safety deficiencies or that the property is or will be, upon completion of the project in compliance with all building and other applicable regulations. Owner further agrees to indemnify and defend County and its officers, agents and employees from any loss claim, demand or liability for any injury or damage to persons or property arising from or in any way related to any condition or items in need of repair but not specified or corrected under this Agreement. This indemnification applies to all such losses, including but not limited to all litigation expenses, such as investigation costs, courts costs, and attorney's fees.
2. Owner shall include the following language in their agreement with their selected contractor:
  - a. Contractor shall indemnify and defend County and its officers, agents and employees from any and all losses, claims, demands and liabilities for any injury or damages to persons or property arising from or in any way related to Contractor's performance or failure of performance under this contract. This indemnification agreement applies to all such losses, including but not limited to all litigation expenses, such as investigation costs, court costs and attorneys fees.

### **H. Payment**

Upon receipt of proper documentation, County will reimburse homeowner 75 percent of eligible costs. All as set forth in Attachment A. Homeowner understands and



accepts that reimbursement will be restricted to the amount set forth. Only activities directly related to elevation or rebuilding will be reimbursed. County anticipates to take 45 days to review, verify work eligibility and prior to approving invoice payments. Documentation must consist of an invoice describing eligible work and cancelled checks (copied both sides) matching the invoice. The following information must be included with all owner reimbursement requests:

1. Name of the Owner, Address, and Tax ID
2. Project Name
3. Agreement Number
4. Original copy of invoice
5. Amount requesting for reimbursement (75 percent of invoice)
6. Cancelled check paid to contractor

County will review the reimbursement request and either process the request or notify the Owner of any issue with the request. The County will notify the Owner of issues within fifteen (15) days of receipt of the reimbursement request by phone and/or fax if need be.

#### **I. Grant Closeout**

##### **1. Hazard Mitigation Grant Program Elevation Compliance Record**

The HMGP Elevation Compliance Record requires the following three (3) approvals certifying that the project complies with all applicable floodplain regulations or that the structure, as built, conforms to the approved plans and specifications. A copy of this record must be presented to County for final reimbursement for the structure.

- a. A County Plan Checker or Drainage Engineer must certify that the elevation of this project complies with local ordinances and NFIP Guidelines.
- b. The County Building Inspector assigned to the project must certify that the structure, as built, meets the approved plans and specifications.
- c. The County Floodplain Manager must certify that the structure, as built, meets the approved plans and specifications as to NFIP floodplain regulations.

##### **2. Elevation Certificate**

The Property Owner is required to supply an Elevation Certificate from a licensed surveyor when the structure has been lowered into final position.

##### **3. Soils Report**

The Property owner is required to submit a Final Soils Report to the County Project Manager at project final inspection.

**J. Owner Role and Responsibility**

1. As stated in Section D (Documents Required for Grant approval) the Owner agrees to allow to restrict future use of the area under the elevated first floor to uses in conformance with the requirements of NFIP and the County Code. Owner further acknowledges that violation of this agreement could result in County pursuing such legal options as may be necessary to enforce this section including, but not limited to, reimbursement of all funds paid under this agreement.
2. Owner agrees that he/she are making their property available for public funding for elevation or building and they further understand that this could expose them to partial or total loss of use through code enforcement should the project fail to be completed.
3. Owner agrees that he/she will not occupy the premises from commencement of work described herein until the County Building Official authorizes occupancy.
4. Owner agrees to maintain records for the project three (3) years after notification that the grant is closed.
5. Owner agrees the Scope of Work attached hereto as Exhibit B will specify eligible work as listed in Attachment A – “FEMA/OES Elevation Guidelines” and any work required as a condition of permit issuance. Other work being proposed must be listed separately.
6. Owner is required to record Notice of this Elevation Work on the title.

**K. Inspections by County of Los Angeles**

Owner agrees that County shall have the right to periodically monitor and inspect the work performed under this agreement at all reasonable times and at the completion thereof.

**L. Control, Administration, and Observation by County of Los Angeles**

1. County or its designees shall at all times have access to the work during its progress. County shall also be permitted at all reasonable times to inspect and review all relevant records of the Owner’s contractor. It is the responsibility of Owner to obtain said records upon request of County.
2. County may stop the work, if necessary, to prevent its improper execution and may determine the amount, quality and fitness of the work and materials used. County may reject all work and materials that do not conform to the requirements of this agreement. All instructions and decisions of County shall be made promptly in writing and given to owner of affected project.

**M. Disputes to be Resolved by County**

Any dispute arising out of this contract shall be submitted in writing to County for resolution. The decision of County shall be issued to the interested parties within thirty (30) calendar days after the disagreement is submitted to County.

**N. Termination for Cause**

If, for any cause, Owner fails to fulfill in a timely and proper manner his/her obligations under this agreement, or if Owner violates any of the provisions of this agreement, County may terminate this agreement by giving written notice to Owner of such termination and specify the effective date thereof. The notice required by this section shall be delivered to Owner, pursuant to, at least five (5) calendar days before the effective date of such termination.

Owner acknowledges and agrees that County will only pay for eligible work completed and inspected per the terms of this agreement up to, but not including, the date of termination.

**O. Notices**

All notices required or permitted to be given under this agreement shall be deemed given when personally served upon the party to whom the notice is directed, or, in lieu of such personal service, when deposited in the U.S. Mail, first class, postage prepaid, addressed to the party as follows:

See attachment A

**Acknowledgment and Signatures**

Acknowledgment

The parties hereto acknowledge that they have read, and they understand and agree to all the provisions of this contract and the attachments hereto.

IN WITNESS WHEREOF, the parties hereto execute this contract as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

COUNTY APPROVAL:

\_\_\_\_\_

\_\_\_\_\_

Donald L. Wolfe  
Interim Director of Public Works  
County of Los Angeles Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

1994 EARTHQUAKE  
 ELEVATION OF FLOOD PRONE STRUCTURES AT MALIBU LAKE  
 FEMA-HMGP PROJECT # 1008-7371  
 AS OF AUGUST 31, 2003

Homeowner's Name	Property Address	Mailing Address	Actual Expenditures	Eligible Amount 75%	Fema Approved Amount 100%	Fema Share 75%	Amount Paid
Bethe, Don & Barbara	29323 S. Lakeshore Drive	29323 S. Lakeshore Drive, Agoura, CA 91301			75,000.00	56,250.00	
Challed, Whitney	29035 S. Lakeshore Drive	29035 S. Lakeshore Drive, Agoura, CA 91301			177,704.00	133,278.00	
Dickinson, Tom & Rita	29067 S. Lakeshore Drive	2002 E. Rancho Drive, Phoenix, AZ 85016			161,174.00	120,880.50	
Douglas, John & Sue	29154 S. Lakeshore Drive	29154 S. Lakeshore Drive, Agoura, CA 91301			100,000.00	75,000.00	
Goff, Craig & Alisa	29120 S. Lakeshore Drive	29120 S. Lakeshore Drive, Agoura, CA 91301			65,000.00	48,750.00	
Haines, Earl	29150 S. Lakeshore Drive	29150 S. Lakeshore Drive, Agoura, CA 91301			145,000.00	108,750.00	
Hanover, Pam	29319 S. Lakeshore Drive	141 Dusenberry Road Unit 6, Westlake Village, CA 91362			100,000.00	75,000.00	
Hotstadler, Jay	29307 S. Lakeshore Drive	1445 Miller Way, Los Angeles, CA 90069			70,000.00	52,500.00	
Medina, John	29303 S. Lakeshore Drive	29303 S. Lakeshore Drive, Agoura, CA 91301			90,000.00	67,500.00	
Ozzimo, Alberto	2310 N. Laguna Circle Drive	2310 N. Laguna Circle Drive, Agoura, CA 91301			129,000.00	96,750.00	
Piraino, Mario	29016 S. Lakeshore Drive	29016 S. Lakeshore Drive, Agoura, CA 91301			10,000.00	7,500.00	
Rupp, Mike & Tass	29055 S. Lakeshore Drive	29055 S. Lakeshore Drive, Agoura, CA 91301			150,000.00	112,500.00	
Russell, Pat	29209 S. Lakeshore Drive	29209 S. Lakeshore Drive, Agoura, CA 91301			180,000.00	135,000.00	
Sheffer, Craig	29235 S. Lakeshore Drive	5699 Kanan Road # 275, Agoura, CA 91301			100,000.00	75,000.00	
Swearinger, Pat	2070 E. Lakeshore Drive	2608 Carman Crest Drive, Hollywood, CA 90068			100,000.00	75,000.00	
Swearinger, Pat	29175 S. Lakeshore Drive	2608 Carman Crest Drive, Hollywood, CA 90068			40,000.00	30,000.00	
Thoren, Jean & Terry	29140 S. Lakeshore Drive	29140 S. Lakeshore Drive, Agoura, CA 91301			180,000.00	135,000.00	
<b>Total</b>					<b>1,872,878.00</b>	<b>1,404,658.50</b>	

Supplement # 1046 \$ 872,877.00  
 Supplement # 756 1,000,000.00  
 Total Approved Amount \$ 1,872,877.00