



County Executive Office

Memorandum

May 9, 2007

To: Chris Norby, Chairman

From: Thomas G. Mauk, County Executive Officer

Thomas G. Mauk
for

Subject: Exception to the Rule 21

07 MAY -9 7:11:09
COMMUNICATIONS SECTION

S41A

The County Executive Office is requesting a supplemental for the May 15, 2007 Board Hearing Meeting.

Agency: RDMD/Planning and Development Services
Subject: Fee Waiver for Sunset Beach Community Association Restrooms
District 2nd

Reason for supplemental: The May 15, 2007 Board Hearing date was requested by Second District so the construction of the restroom can be in place in conjunction with the summer beach season.

Concur:

Chris Norby
Chris Norby, Chairman Board of Supervisors

cc: Rob Richardson
Assistant to the County Executive Officer



**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

S41A

ASR Control

MEETING DATE: May 15, 2007

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 2

SUBMITTING AGENCY/DEPARTMENT: RDMD/Planning and Development Services (PDS)

DEPARTMENT CONTACT PERSON(S): Tim Neely 834-2552
Laree Brommer 834-4620

Spade

07 MAY - 9 AM:10
01 JUN - 10 AM:10

SUBJECT: Fee Waiver for Sunset Beach Community Association Restroom

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD
Discussion

[Signature]

N. Schum

Budgeted: Yes

Current Year Cost: \$2,000.

Annual Cost:

Staffing Impact: No

of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: County General Fund

Prior Board Action: Minutes of the Board of Supervisors, 1/17/1984

RECOMMENDED ACTION(S)

1. Authorize Fee Waiver.
2. Authorize transfer of funds from RDMD/PDS Agency 080 Org 8000 budget to Fund 113 as needed to cover cost of County's Building and Safety fees associated with plan check review and inspection for related permits.

SUMMARY:

Resources and Development Management Department recommends approval of a Fee Waiver for Sunset Beach Community Association.

BACKGROUND INFORMATION:

In 1984 the Board of Supervisors approved a Revenue Sharing Agreement to provide funding for the construction of improvements to the community recreation center in Sunset Beach.

Sunset Beach Community Association (SBCA) now proposes the construction of further improvements to the community center including a restroom and storage area. Sunset Beach Community Association is also requesting a waiver of the County's Building and Safety fees associated with the plan check review and inspection for related permits.

As noted in the Orange County Fire Association letter dated April 3, 2007 (Exhibit 4 in attached ASR Exhibit A), this restroom will facilitate the treatment of stingray victims.

County costs associated with the proposed project will be incurred on an hourly basis pursuant to the Building and Safety Fee Ordinance.

RDMD recommends that these costs be absorbed as part of the RDMD/PDS Agency 080 Org 8000 budget and that it be authorized to transfer funds from that budget to the Building and Safety Fund 113 as needed to cover cost of County's Building and Safety fees associated with the plan check review and inspection for related permits.

This project is Categorical Exempt from CEQA Class 1.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

N/A

EXHIBIT(S):

Exhibit A - Letter and Attachments from Sunset Beach Community Association

ATTACHMENT(S):

N/A

EXHIBIT A



April 23, 2007

Hand Carried

Laree Brommer
Chief, PDS/Development Processing Center
County of Orange
P.O. Box 4048
Santa Ana, CA 92702-4048

Dear Mrs. Brommer:

RE: Sunset Beach Community Center
Address: 16865-71, 12th Street, Sunset Beach
Zoning: Sunset Beach Tourist ("SBT")
Your MP # 061054

In accordance with your request the Sunset Beach Community Association ("Association"), is pleased to provide you with this letter of explanation in connection with our plan to add a restroom and storage area to the existing Community Center. Because this matter is somewhat complicated this letter will be divided into the following five parts: who are we, history of the Community Center, details on old building permits, our understanding of the code, and details on the current plans.

Part One: Who Are We

Sunset Beach was "established as a town, (in the County of Orange) on September 8, 1904."

The Sunset Beach Community Association is a 503 (c) non-profit corporation that is "the voice of Sunset Beach to the County (it is not a homeowner's association and therefore cannot assess the individual property owners). The Association is open to everyone, although only registered voters can actually vote on issues and elect the (seven) board members." The Association owns the Community Center (sometimes called the Community Lot) located at 16865-71, 12th Street in Sunset Beach, CA 90742.

The Community Center is used for yearly events such as the Art Festival that will be held for the 40th time on Saturday, and Sunday, May 12th and 13th (Mother's Day). Funds raised from the Art Festival are used to provide scholarships to students in Sunset Beach, Surfside, and part of Huntington Beach. Funds are also donated to charities. Some of the net fund raising proceeds are used to pay property taxes, insurance and normal property maintenance expenses.

P.O. Box 215 ▪ Sunset Beach, California 90742

EXHIBIT A

Part Two: History of the Community Center

On March 18, 1973, the former Sunset Beach Chamber of Commerce deeded the land consisting of two 30' x 90' lots to the Sunset Beach Community Association, a California, non-profit corporation.

Subsequently, in 1984, the County of Orange provided \$44,000 of park funding which allowed the Association to build a block wall to surround the property on three sides (the 4th side of the property is open to service the fire station, and members of the Sheriff's Department who visit the station). Other improvements included a concrete slab for a ½ court basketball facility, and a small enclosed kitchen. Attached as Exhibit #1 is a copy of an Association memo dated February, 1984, that summarizes the actions that led up to the final agreement between the County of Orange and the Association.

Furthermore, attached as Exhibit #2 is a partial copy of the Minutes of the Board of Supervisors of Orange County dated January 17, 1984 (approving the Revenue Sharing Agreement), and a complete copy of the eleven page agreement dated January 17, 1984. Under this agreement the County agreed to make total payments, not to exceed \$44,000. The final payment to the Association of \$574.97 on July 26, 1985, represented the final portion of the \$44,000 allocation.

Part Three: Details on Old Building Permits

You have copies of building permits numbers 074423 and 074422 covering the new block walls and patio cover (also includes the community kitchen) in your file; accordingly, they are not attached hereto. These permits were issued in connection with the \$44,000 revenue sharing agreement noted above.

In 2002, the County issued permit number NR020794 to replace the patio cover (an open trellis).

To the best of my knowledge only three building permits have been issued in recent years for the Community Center.

Part Four: Our Understanding of the Code

According to Section 30610 (page 156) of the Coastal Act, "Projects authorized without a coastal development permit," states that "no coastal development permit shall be required pursuant to this chapter..." Subsection (b) allows "improvements to any structure other than a single family residence or public works facility, with three exceptions which are noted below:

EXHIBIT A

(1) Involves a “risk of adverse environmental effect.”

This section does not apply because the lot is already fenced on three sides (and bounded by the fire department on the 4th side), is covered with concrete and a small community kitchen). The entire area along North Pacific Avenue is fully landscaped. Attached are the following Exhibits:

#3.1: Assessor’s Map with land use information

#3.2: Google aerial photo with notations

#3.3: Color photo of the Community Center (the kitchen is behind the two roll-up doors). The fire station is the building on the right with the red tile roof.

#3.4: Close-up view of the existing kitchen.

However, the community center is unlocked and open to anyone that wants to use the ½ court basketball court, during reasonable hours.

The community center is used for several important annual events including the art festival (that raises funds for scholarships and charities), the pancake breakfast, etc. These events are always open to the residents and general public.

In addition, the center is rented for occasional weddings and birthday parties, etc.

The proposed restroom will improve the environmental effect because visitors will not have to go to the public restroom (no hot water is provided there) on the greenbelt.

More importantly, the new restroom will help the fire department and county lifeguard treat victims of stingray stings. Attached as Exhibit #4 is a letter from the Orange County Fire Authority Station 3, explaining the benefits of the proposed public restroom. The new restroom will reduce the cost of treating the stingray victims.

(2) “Adversely affect public access”

As noted above the existing Community Center is always open to the public during reasonable hours, except when there are private events.

EXHIBIT A

The existing improvements and planned restroom do not affect public access to the beach.

(3) **“Involve a change in use contrary to any policy in this division”**

The Community Center is a quasi public asset because it is open daily for anyone wanting to use the basketball court, or admire the handmade tiles that decorate the inside face of the wall facing North Pacific. These tiles were decorated by residents to express their feeling about living in this community.

Please note that the Community Center stores the earthquake disaster supplies for this area.

The Coastal Act is designed to encourage public use of the beach. By adding the new restroom, we will be able to help swimmers if they are injured by a stingray.

Part Five: Details on the Current Plans:

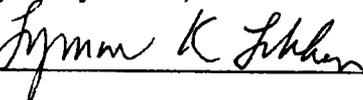
At present the area beyond the kitchen is improved with a wood storage building, and a small amount of open space. The Association proposes to replace the existing 105 sf wood storage building, and add a restroom and storage building to the existing kitchen. The Association will build the following improvements:

- New 56 sf restroom with a toilet, sink, and floor sink (requested by the fire department to treat injured swimmers). There is no restroom on the property now.
- Add an 80 sf (estimated size) storage room with a roll-up door.

Based on the above improvements to the existing structure we request that the County of Orange waive all fees. Even with the requested fee waiver, the cost of the new improvements will almost deplete the working capital maintained by the Association.

Please call me if you need anything more. Thanks for your prompt professional assistance in this matter.

Very Truly Yours,

By:  _____

Lyman K. Lokken, Project Manager

SUNSET BEACH COMMUNITY ASSOCIATION
Feb. 1981 **EXHIBIT A**

PARKS & RECREATION FUNDS

Funds were generated in our Community. (Quimby Act which stipulates that a portion of all new and remodeling construction fees must be set aside for the development of parks or recreation facilities in the general area from which they were assessed.)

March 27, 1981 - a letter was sent to MURRAY STORM, Director EMA, asking for use of Funds for improvements on the Community Association property to provide greater and more diversified recreational use.

1. Install more adequate electrical facilities
2. Block walls/chain link fence
3. Two security gates
4. Resurfacing of enclosed area
5. signs

We were advised by Supervisor Wieder (see letter August 31, 1981) that funds could not be used on "private property".

After months of meetings, correspondence, etc. (thanks to Bill Taylor) - LEGISLATION (ASSEMBLY BILL NO. 3793, dated April 26, 1982) was passed to allow the Community Association to use these funds to repair and renovate the property.

EARLY 1983 - Members of the Board met with Carol D. Brown, Deputy, Orange Co. Counsel, and Jim Colocino, Orange Co. Special Programs regarding terms of contract. County was most helpful in drafting contract to include all possible improvements and repairs to include varied activities.

JUNE 11, 1983 - copies of Contract Draft were received from the County. We asked Mr. Gerald Kelly, (Attorney at Law/Sunset Beach resident) to study this contract. Mr. Kelly's invaluable services were donated and he spent considerable time (including meetings with County Counsel) in revisions of this Contract to protect our interests and assure us of a workable contract. THE FINAL CONTRACT WAS SIGNED AND SUBMITTED ON DEC. 14, 1983. County approved the first weeks of JANUARY 1984.

DURING THE ABOVE PERIOD of Contract negotiations - the County requested a list of RULES AND REGULATIONS for the use of the property. This procedure took a month of meetings with County Counsel in Santa Ana and several drafts before County would approve. ONE STIPULATION WAS "the property must be made available to the general public from the hours of 8:00 A.M. to 9:00 P.M. unless a Use Permit has been granted to a specific group or organization."

CONTRACT provided the County would pay for:

1. development design and engineering costs
2. construction of, installation of, and/or purchase of new slab, walls, fences, gates, lighting fixtures, storage and cooking facilities and equipment
3. installation of utilities, services and fixtures
4. construction, installation and/or purchase of recreational facilities, equipment and appurtenances
5. insurances and fidelity bond
6. landscaping
7. accounting costs

EXHIBIT A

MINUTES OF THE BOARD OF SUPERVISORS
OF ORANGE COUNTY, CALIFORNIA

January 17, 1984

FINAL

IN RE: PRIVATE COUNSEL REPRESENTATION TIMES-MIRROR CABLE
TELEVISION OF ORANGE COUNTY INC., V. COUNTY OF ORANGE
CASE NO. 41-80-16 ROBBINS

On motion of Supervisor Clark, duly seconded and unanimously carried by Board members present, Stephen Robbins of McDonough, Holland and Allen, has been retained, as counsel for the County of Orange, Times Mirror Cable Television of Orange County, Inc., V. County of Orange, Case No. 41-80-16, in accordance with his letter of December 30, 1983, pursuant to Government Code Section 31000, and in an amount not to exceed \$40,000.

The Auditor-Controller is authorized to make payments for legal services rendered based upon billings submitted by Stephen Robbins from funds in the Professional and Specialized Services Account of the General Services Agency (FUBU 0272).

The County is authorized to retain the services of Stephen Robbins, pursuant to a retainer agreement negotiated between the County Counsel and Mr. Robbins, to be submitted to the Board for approval.

✓ IN RE: REVENUE SHARING AGREEMENT SUNSET BEACH COMMUNITY
ASSOCIATION, INC.

On motion of Supervisor Clark, duly seconded and unanimously carried by Board members present, the Clerk of the Board, on behalf of the Board of Supervisors, is authorized to execute the Revenue Sharing Agreement, dated January 17, 1984, between the County of Orange and Sunset Beach Community Association, Inc., for construction of improvements on the property located at North Pacific Avenue and 12th Street in Sunset Beach.

REVENUE SHARING AGREEMENT

EXHIBIT A

1
2
3
4 THIS REVENUE SHARING AGREEMENT, dated for identification this
5 17th day of January, 1987, is by and between the County
6 of Orange, a political subdivision of the State of California, herein-
7 after referred to as "COUNTY," and the Sunset Beach Community Associa-
8 tion, a nonprofit California corporation, hereinafter referred to as
9 "CONTRACTOR."

10 WITNESSETH:

11 WHEREAS, funds provided under this Agreement are received by
12 COUNTY pursuant to the State and Local Fiscal Assistance Act of 1972,
13 as amended by Public Law 97-258, 96 Statutes 1010 (31 U.S.C. Sec. 6701
14 et seq.), such funds are also referred to herein as Revenue Sharing
15 Funds; and

16 WHEREAS, Assembly Bill 3793 (Chap. 469; Stats. 82) authorizes the
17 Board of Supervisors of Orange County to contract with any person,
18 firm or corporation for the repair or renovation of private property
19 located in the community of Sunset Beach for public cultural, social
20 and recreational uses; and

21 WHEREAS, CONTRACTOR owns property in the community of Sunset
22 Beach; and

23 WHEREAS, CONTRACTOR has requested the assistance of COUNTY in
24 repairing and renovating said property; and

25 WHEREAS, COUNTY by Board Resolution No. 83-695, a copy of which
26 is on file with the Clerk of the Board of Supervisors of Orange County
27 and which by this reference is incorporated herein and made a part
28 hereof as if fully set forth, has appropriated a portion of its

CDB:hp
8/24/83
114/RD.1

1 ~~REVENUE~~ **EXHIBIT A** providing funds in the amount of Forty-Four Thousand Dollars
2 (\$44,000) to repair and renovate CONTRACTOR's property for public
3 cultural, social and recreational uses;

4 NOW, THEREFORE, in consideration of the mutual promises,
5 covenants, and conditions hereinafter set forth, the parties agree as
6 follows:

7 1. CONTRACTOR shall repair and renovate that certain property
8 (hereinafter referred to as the "Facility") located at the Northeast
9 corner of North Pacific Avenue and Twelfth Street in the community of
10 Sunset Beach, which is the Sunset Beach community recreation center,
11 also identified as Lots 1 and 3, Block 113, Sunset Beach Tract M.M.
12 3/39 - 40.

13 2. The Facility to be repaired and renovated pursuant to this
14 Agreement shall be made available to the public for cultural, social
15 and recreational uses.

16 3. All funds provided by COUNTY to CONTRACTOR under this Agree-
17 ment shall be spent or encumbered by CONTRACTOR on or before June 30,
18 1985. CONTRACTOR shall make the repair and renovation of the Facility
19 on or before June 30, 1985.

20 4. The total payment made by COUNTY to CONTRACTOR under this
21 Agreement shall not exceed Forty-Four Thousand Dollars (\$44,000).

22 5. COUNTY shall pay for the costs of repair and renovation of
23 the Facility subject to the maximum funding limitation set forth
24 above. The costs to be paid by COUNTY shall be limited to the
25 following:

- 26 a. development design and engineering costs;
27 b. construction of, installation of, and/or purchase of new
28 slab, walls, fences, gates, lighting fixtures, storage

1 EXHIBIT A

2 and cooking facilities and equipment and roof
3 structures or coverings;

4 c. installation of utilities, services and fixtures
5 (gas, water, electricity and telephone);

6 d. construction, installation and/or purchase of
7 recreational facilities, equipment and appurtenances;

8 e. landscaping;

9 f. insurances and fidelity bond;

10 g. accounting costs.

11 6. a. For the initial payment only, upon receipt and approval
12 of an invoice therefor, COUNTY shall advance CONTRACTOR the amount of
13 any cost estimates for procurement of insurances and bonds required by
14 this Agreement.

15 b. After CONTRACTOR'S procurement of insurances and bonds
16 and upon receipt and approval of an invoice therefor, COUNTY shall
17 advance CONTRACTOR the sums of the cost estimates for development
18 design and engineering costs.

19 c. Payment of other costs by COUNTY to CONTRACTOR shall be
20 made upon the tender by CONTRACTOR of invoices, for the exact amount
21 of costs incurred, and the approval of the invoices by COUNTY'S
22 Administrative Office-Special Programs. CONTRACTOR shall include with
23 each invoice copies of vendor's payment requests or written cost
24 estimates. Upon request of COUNTY'S Administrative Office-Special
25 Programs, CONTRACTOR shall submit other supporting documentation of
26 expenditures.

27 d. CONTRACTOR shall reconcile all costs invoiced to COUNTY
28 which were based upon cost estimates and CONTRACTOR shall reduce
subsequent invoices by the amounts which were not actually expended

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8/24/83

EXHIBIT A

1 for invoiced costs. COUNTY's Administrative Office-Special Programs
2 may deduct from subsequent payments otherwise due, amounts determined
3 to have not been expended for invoiced costs for which COUNTY had made
4 payment to CONTRACTOR.

5 e. All sums granted to CONTRACTOR hereunder shall be
6 expended for the purposes stated in CONTRACTOR's invoices.

7 7. COUNTY shall make no payments for construction costs or the
8 purchase of equipment, prior to the receipt, review and approval by
9 COUNTY of the plans and specifications for the repair and renovation
10 of the Facility.

11 8. CONTRACTOR agrees that the Facility shall be retained and
12 made available to the public for cultural, social and recreational
13 purposes until June 30, 2009, or the life of the Facility, whichever
14 is the lesser. If CONTRACTOR ceases to make the Facility available
15 for said purposes before such time, CONTRACTOR shall repay to COUNTY
16 at the time of such cessation a pro rata share of the sums
17 contributed by COUNTY hereunder for all invoiced costs, excepting
18 equipment purchases. The pro rata share shall be the percentage of
19 time remaining for use by the public multiplied by the cost incurred
20 by the COUNTY therefor. CONTRACTOR further agrees to provide a level
21 of operation and maintenance adequate to insure maximum utilization of
22 the Facility by the public, and that the use of the Facility shall be
23 granted to all residents of the COUNTY on the same conditions that
24 residents of the Sunset Beach community use the Facility. CONTRACTOR
25 shall provide COUNTY's Administrative Office-Special Programs with a
26 copy of the written procedures for the use of the Facility and any
27 modifications thereof.

EXHIBIT A

1 CONTRACTOR agrees and understands that any non-fixture items
2 purchased, which have a single unit cost of at least \$100 (tax
3 excluded), shall be considered a piece of Capital Equipment.

4 CONTRACTOR further agrees to tag and inventory all items of Capital
5 Equipment in a manner determined by COUNTY's Administrative Office-
6 Special Programs. CONTRACTOR agrees and understands that title to any
7 and all items of Capital Equipment purchased under this Agreement
8 vests and will remain in COUNTY. COUNTY allows CONTRACTOR to utilize
9 such items of Capital Equipment solely at the discretion of COUNTY.
10 So long as CONTRACTOR possesses such Capital Equipment, it shall
11 immediately notify COUNTY at any time which the Facility ceases to be
12 made available to the public for cultural, social and recreational
13 uses. At such cessation, CONTRACTOR agrees to return to COUNTY all
14 items of Capital Equipment purchased, or shall pay COUNTY the fair
15 market value of these items as determined by COUNTY's Administrative
16 Office-Special Programs.

17 10. Unless otherwise agreed to in writing by COUNTY's
18 Administrative Office-Special Programs or the Board of Supervisors,
19 CONTRACTOR shall maintain a separate bank account and separate
20 accounting records for all funds received from COUNTY under this
21 Agreement. Said accounting records shall be maintained in accordance
22 with written accounting procedures developed by the COUNTY
23 Administrative Office-Special Programs. CONTRACTOR shall make all
24 accounting records available to COUNTY on request, during regular
25 business hours for purposes of auditing. CONTRACTOR agrees to
26 implement all reasonable recommendations made by COUNTY's Auditor or
27 Administrative Office-Special Programs. CONTRACTOR further agrees to
28 maintain records which relate to this Agreement until June 30, 1991.

CDB:hp
8/24/83

OFFICE OF
COUNTY COUNSEL
ORANGE COUNTY

F0192-210 (5/77)



EXHIBIT A

Records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which COUNTY takes exception, shall be retained beyond that date until disposition of such appeals, litigation, claims or exceptions.

11. CONTRACTOR shall be in good standing, without suspension, by the California Secretary of State, Franchise Tax Board and Internal Revenue Service. Any change in the corporate status or suspension shall be reported immediately to COUNTY's Administrative Office-Special Programs.

12. CONTRACTOR agrees and understands that COUNTY's Revenue Sharing funds shall not be used by CONTRACTOR to pay or reimburse any staff person or consultant who is a member or officer of the Board of Directors, or other official governing body of CONTRACTOR.

13. CONTRACTOR agrees to obtain and keep in force, for as long as CONTRACTOR maintains the Facility for public cultural, social and recreational uses or until June 30, 2009, whichever comes first, the following insurances:

a. A policy of comprehensive public liability insurance insuring both COUNTY and CONTRACTOR against any liability for accident, injury or death arising out of or in consequence of this Agreement. Such insurance shall be in an amount not less than \$500,000 for any injury to or death of any person or persons in any single accident or occurrence, unless reduced or waived by COUNTY. Said policy of comprehensive public liability insurance shall guarantee to COUNTY at least ten (10) days' written notice prior to cancellation, name COUNTY, its Board of Supervisors, officers and employees as additional insured, and state that such coverage is

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ORANGE COUNTY

FO192-210 (5/77)



EXHIBIT A

1 primarily to any other coverage of COUNTY, its Board of Supervisors,
2 officers and employees.

3 b. A policy or policies of insurance covering loss or
4 damage to the premises and to any and all Capital Equipment purchased
5 under this Agreement in the amount of the full replacement value
6 thereof, providing protection against the classification of fire,
7 extended coverage, vandalism, malicious mischief, and special extended
8 perils (all risk) covering the parties' interests as they appear.

9 14. CONTRACTOR shall obtain and keep in force until June 30,
10 1985, or until all funds encumbered by this Agreement have been
11 expended, a fidelity bond in the amount of \$4,400.00, which covers all
12 officers, agents and employees of CONTRACTOR handling or having access
13 to any or all funds received by CONTRACTOR under this Agreement, or
14 CONTRACTOR shall deposit cash in lieu of bond with COUNTY. Said bond
15 shall provide that COUNTY is named as an additional obligee thereunder
16 and that said bond shall guarantee to COUNTY at least ten (10) days'
17 written notice of cancellation.

18 15. Certificates of said insurance and bond policies must be
19 submitted to the COUNTY's Administrative Office-Special Programs
20 within thirty (30) days after this Agreement is executed. COUNTY will
21 make no payments other than the initial payments for insurance and
22 bonds costs, until the required certificates have been submitted to
23 COUNTY's Administrative Office-Special Programs.

24 16. CONTRACTOR shall indemnify, hold harmless and defend COUNTY
25 its officers, agents and employees from any and all claims, demands,
26 loss, liability, injury, death, suits or judgments arising out of or
27 alleged to arise out of or in consequence of this Agreement, with the

EXHIBIT A

exception of any acts or omissions of COUNTY, its officers, agents and employees. Transmittal to CONTRACTOR by COUNTY of any claim or pleadings served upon COUNTY shall be deemed to be a request to defend.

17. CONTRACTOR agrees that services performed hereunder are rendered in its capacity as an independent contractor and that it is in no way an agent of COUNTY.

18. If, through any cause, CONTRACTOR fails to fulfill in a timely and proper manner any of its obligations under this Agreement, or if CONTRACTOR violates any of the terms and conditions of the Agreement or reports inaccurately, or if an audit makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions. If CONTRACTOR fails to remedy its acts or omissions, COUNTY shall thereupon have the right in its discretion to, either: (1) discontinue project support until such time as CONTRACTOR fulfills its obligations under this Agreement or remedies all violations of this Agreement; (2) terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof; and/or (3) require immediate repayment of sums expended by CONTRACTOR in violation of this Agreement. A termination of this Agreement on behalf of COUNTY may only be taken by action of the Orange County Board of Supervisors.

19. CONTRACTOR acknowledges that funds being provided by COUNTY are funds received by the COUNTY pursuant to the State and Local Fiscal Assistance Act of 1972, Public Law 92-512, as amended by the State and Local Fiscal Assistance Amendment of 1982, Public Law 97-258 (31 U.S.C. 6701 et seq.), and the expenditure of these funds must be in accordance with said law and regulations issued by agencies of the federal government. CONTRACTOR agrees that if it is subsequently determined that said funds were not expended by CONTRACTOR in compli-

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ORANGE COUNTY

FO192-210 (5/77)

EXHIBIT A

1 also with the federal law and regulations, CONTRACTOR will refund to
2 COUNTY such sums which were improperly expended. Should the federal
3 government modify applicable statutes or regulations which CONTRACTOR
4 cannot or will not comply with, CONTRACTOR shall notify COUNTY within
5 sixty (60) days after such modification and this Agreement shall be
6 terminated. Reimbursement to the COUNTY shall thereafter be made by
7 CONTRACTOR in accordance with Sections 8 and 9 of this Agreement.

8 20. CONTRACTOR further acknowledges that prevailing wages for
9 the project must be paid in accordance with the Davis-Bacon Act, as
10 amended, (40 U.S.C. Sec. 276(a) - 276(a)(7)), and that labor standards
11 as specified by the Secretary of Labor must be complied with.
12 CONTRACTOR insures that the wage rates and the contract clauses
13 required by 29 Code of Federal Regulations Section 5.5 and 31 Code of
14 Federal Regulations Section 51.42(b), copies of which are attached
15 hereto as Exhibit "A," will be incorporated in the contract
16 specifications for the project or in any contracts with subcontractors
17 as in applicable.

18 21. No person shall, on the grounds of race, color, national
19 origin, or sex, be excluded from participation in, be denied the
20 benefits of, or be subjected to discrimination at the Facility or in
21 any program or activity utilizing the Facility or equipment funded in
22 whole or in part with funds made available under this Agreement. Any
23 prohibition against discrimination on the basis of age under the Age
24 Discrimination Act of 1975 or with respect to an otherwise qualified
25 handicapped individual, as provided in Section 504 of the Rehabilita-
26 tion Act of 1973, shall also apply to the operation of the Facility
27 and to any such program or activity. Any prohibition against
28 discrimination on the basis of religion, or any exemption from such

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ORANGE COUNTY

FO192-210 (5/77)



1 **EXHIBIT A** prohibition, as provided in the Civil Rights Act of 1964, or Title
2 VIII of the Civil Rights Act of 1968, shall also apply to the
3 operation of the Facility and to any such program or activity.

4 22. CONTRACTOR agrees to submit an annual report to COUNTY on or
5 before the 30th day of September of each year stating that CONTRACTOR
6 has maintained the Facility for public cultural, social and
7 recreational uses. The annual report shall contain the following
8 information:

- 9 a. the current status and location of all items of Capital
10 Equipment purchased under this Agreement; and
- 11 b. certificates of insurance for the several insurances
12 that are required by Section 13 of this Agreement.

13 23. All notices prescribed by this Agreement shall be in writing
14 and deposited in the United States Mail, postage prepaid and addressed
15 to:

16 COUNTY: County Administrative Office
17 Special Programs Office
18 623 North Broadway
19 Santa Ana, California 92701
20 Effective approximately September 30, 1983:
21 1300 South Grand Avenue, Building B,
22 Santa Ana, California 92705

23 CONTRACTOR: Sunset Beach Community Association
24 P. O. Box 215
25 Sunset Beach, California 90742

26 24. This Agreement expresses the understandings of the parties
27 concerning all matters covered. No addition to or alteration of the
28 terms of this Agreement shall be valid unless made in the form of a

OFFICE OF
COUNTY CLERK
ORANGE COUNTY

FO192-210 (5/77)

EXHIBIT A

1 written Amendment to the Agreement formally approved by the parties
2 hereto.

3 IN WITNESS WHEREOF, the parties hereto certify that they have
4 read and understand all terms and conditions contained herein and have
5 duly authorized and caused this Revenue Sharing Agreement to be
6 executed as of the date(s) written below:

COUNTY OF ORANGE, a political sub-
division of the State of California

7
8 Dated: January 17, 1984

9 SIGNED AND CERTIFIED THAT
10 A COPY OF THIS DOCUMENT HAS
11 BEEN DELIVERED TO THE
12 CHAIRMAN OF THE BOARD

By Harrett M. Weider
Chairman, Board of Supervisors

"COUNTY"

11
12 Jane Alexander
13 JANE ALEXANDER, Clerk of
the Board of Supervisors

SUNSET BEACH COMMUNITY
ASSOCIATION, INC.

14
15
16 Dated: _____, 1983

By Carol Herrington
Carol Herrington, President

17
18 By Glenn Bustrum
Glenn Bustrum, Vice President

19
20 By Neill B. Ketchum
Neill Ketchum, Secretary

21
22 By Joan Antonowitsch
Joan Antonowitsch, Treasurer

23 APPROVED AS TO FORM:
24 ADRIAN BUYPER, COUNTY COUNSEL

25 By Carol D. Brown
Carol D. Brown, Deputy

26 Dated: 8/29, 1983

OFFICE OF
COUNTY COUNSEL
ORANGE COUNTY

FO192-210 (5/77)

EXHIBIT A

(1) **Minimum wages.** (i) All mechanics and laborers employed or working upon the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage-determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particularly weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) The contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classifications or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

(iii) The contracting officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

(iv) If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract. *Provided, however,* The Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(5) **Withholding.** The (write in name of Federal agency) may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, em-

EXHIBIT A

ployed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records.** (i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employer, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), duty and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(ii) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(ii) The contractor will submit weekly a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is a party to the contract, but if the agency is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the (write the name of agency) and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program.

(4) **Apprentices and trainees.** (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his

first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (i) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(ii) **Trainees.** Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) **Compliance with Copeland Regulations (29 CFR Part 3).** The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) **Subcontracts.** The contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as the (write in the name of Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(7) **Contract termination; debarment.** A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

EXHIBIT A

Assessor's Map With Land Use Information On Sunset Beach: Map Book 178-Page 535

<u>Assessor's Parcel #</u>	<u>Land Use Information</u>
11	Sunset Beach Community Center
12	Fire Station #3-Orange County Fire Authority
13	Duplex
14	Furniture Store
15	Restaurant and Parking Lot

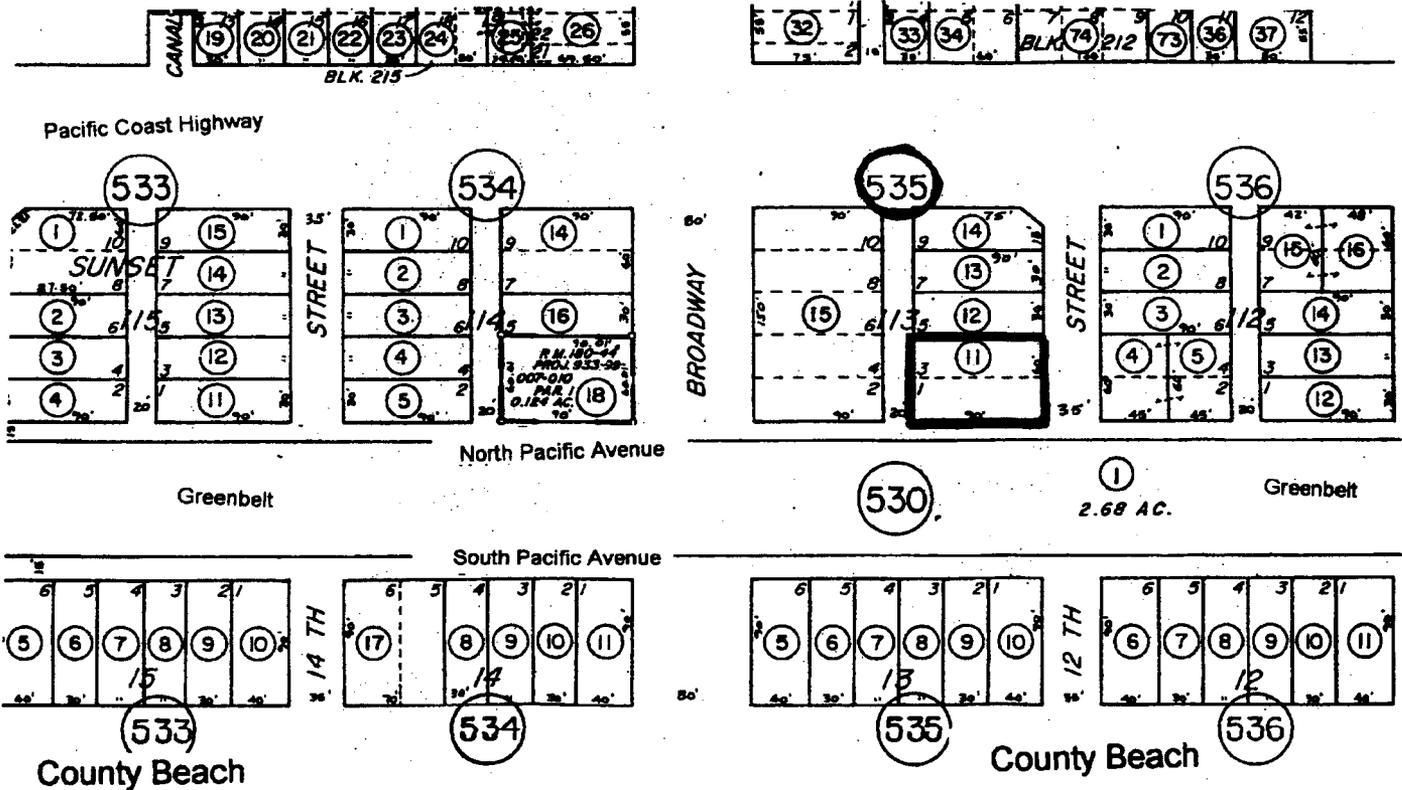


Exhibit # 3.1

EXHIBIT A
Google

Address Sunset Beach, CA 90742

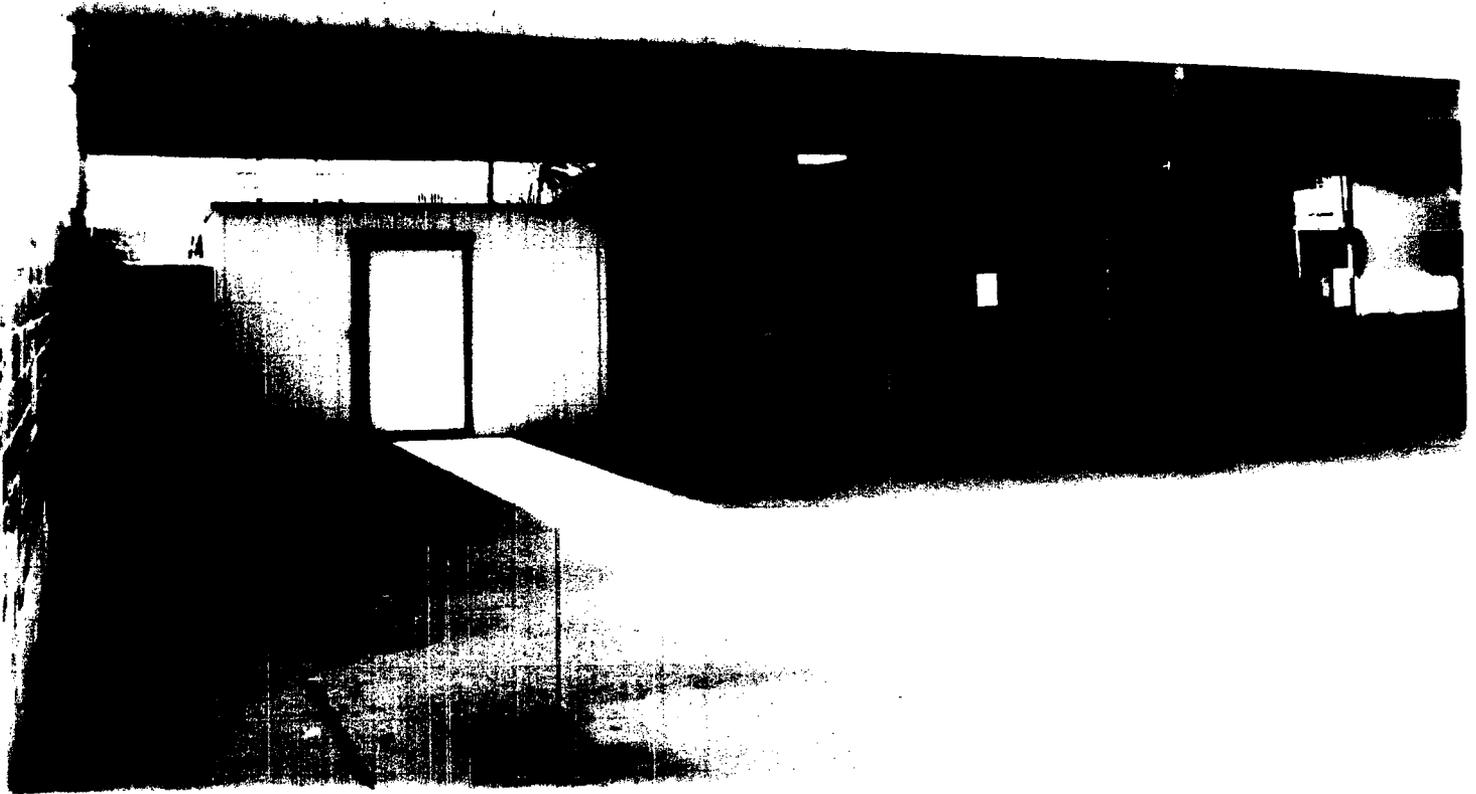


EXHIBIT A



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The Sunset Beach Community Center is located at 16865-71, 12th Street



The existing kitchen is behind the two roll-up doors. The new restroom and storage room will be located to the left of the kitchen. Fire Station #3 is to the right of this photo.



EXHIBIT A

Rec'd
4/3/07
(7:40 AM)

Dear Mr. Lokken,

I would like to thank you for taking the time to meet with me regarding the proposed public restroom facility at the Sunset Beach Community Center.

The concept of a publicly accessible hot water location near the beach for stingray sting victims would be a benefit to the community as well as tourists visiting the beach. The requests for Fire Department and paramedic resources would be reduced if residents and tourists had access to hot water to neutralize the pain from stingray stings. The local Lifeguards would also be able to spend more time on the beach guarding the ocean if they were not tied up trying to provide hot water to stingray victims. During the summer months it is not uncommon for up to 30 stingray stings to occur in Sunset Beach per day. The community center would be a perfect location for the hot water location because of its close proximity to the Sunset Beach fire station in case first aid is needed.

The public restroom facility would also enhance fire station security. We currently accommodate community center events by allowing visitors to use the fire station restrooms with new post September 11th security measures we may not always be able to provide public access during heightened security levels.

Members of fire station 3 agree that this proposed addition to the community center would be a tremendous benefit to the community and would like to be involved to help out in any way that we can. We would like to show our support for the project with a pledge of \$2,000⁰⁰ from our association fund for the community project. We would also like to provide public information signs for the restroom regarding beach and water safety as well as stingray sting prevention information.

I would like to again thank you for taking the time to listen to how you can help the local Fire Department and local Lifeguards better serve Sunset Beach and its visitors. If I can be of any additional help please feel free to contact me.

Sincerely

John Woods
Senior Reserve Officer
Orange County Fire Authority
Station 3, Sunset Beach