



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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JAMES A. NOYES, Director

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

IN REPLY PLEASE

REFER TO FILE: **WM-6**

June 5, 2003

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:

**COYOTE CREEK WATERSHED MANAGEMENT FEASIBILITY STUDY
AWARD OF COST SHARING AGREEMENT
SUPERVISORIAL DISTRICTS 1 AND 4
3 VOTES**

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

1. Approve and sign the enclosed cost-sharing agreement between the Los Angeles County Flood Control District and the County of Orange for the development of the Coyote Creek and Carbon Creek Watershed Management Feasibility Study for a not exceed fee of \$250,000.
2. Authorize the payment of \$250,000 from the Public Works' Flood Control District Budget to fund the County of Los Angeles' share of the Coyote Creek and Carbon Creek Watershed Management Feasibility Study.
3. Find that this action is categorically exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The U.S. Army Corps of Engineers completed a reconnaissance study and project management plan for the Coyote Creek and Carbon Creek watersheds, which encompass both Los Angeles and Orange Counties. The study identified issues of concern within the watershed, such as flooding, habitat and environmental degradation,

lack of recreational opportunities, adverse water quality impacts, and beach erosion. The reconnaissance study concluded that there was sufficient Federal interest to participate in a cost-shared feasibility study to address water resource problems and identify enhancement opportunities within the watershed.

The Corps and the County of Orange, as the lead local sponsors, are now proceeding with a feasibility study of the watersheds. The goal of the study will be to identify opportunities for recreation, open space, wildlife habitat restoration and protection, wetland protection and restoration, and protection of water quality. The feasibility study will solicit input from stakeholders, such as County of Orange, Flood Control District, and local cities within the Coyote Creek and Carbon Creek watersheds, including the Cities of Artesia, Cerritos, Diamond Bar, Hawaiian Gardens, Lakewood, La Mirada, Norwalk, Pico Rivera, Santa Fe Springs, and Whittier.

The Corps has committed to fund 50 percent of the estimated \$3.2 million cost of the feasibility study over a three year-period. The balance of the cost will be funded by the local counties, cities, water agencies, and other stakeholders. The contribution of the Flood Control District will not exceed \$250,000.

Your Board has established and promoted similar goals through the development of the Los Angeles and San Gabriel River Master Plans. The completed feasibility study will facilitate the ability of the Flood Control District and other stakeholders to apply for Federal grants to fund projects that are identified in the Master Plans.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Fiscal Responsibility by developing a partnership to effectively manage our resources and Organizational Effectiveness due to cross jurisdictional collaboration.

FISCAL IMPACT/FINANCING

The recommended cost-sharing agreement calls for the Flood Control District to contribute an amount not to exceed \$250,000 to finance the proposed feasibility study. Sufficient funds are available in the Fiscal Year 2002-03 Flood Control District Budget.

ENVIRONMENTAL DOCUMENTATION

Approving the cost-sharing agreement for development of a feasibility study is not an action subject to the provisions of CEQA in that the study itself, will only outline potential

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projects and will not result in a direct physical change in the environment [Section 15061(b)(3) of the State CEQA guidelines]. Therefore, approving this cost-sharing agreement will have no environmental impact. Any project that may be proposed under the feasibility study and pursued for construction or implementation will undergo the appropriate environmental review.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this cost-sharing agreement for development of a feasibility study would not have a significant impact on current levels of service provided by the Flood Control District or by the County of Los Angeles.

CONCLUSION

Please return three approved copies of the cost-sharing agreement and three copies of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

GH:sv
P:\WMPUB\SGR Watershed\coyotecreekBL

Enc.

cc: Chief Administrative Office
County Counsel (Fred Pfaffle)

A G R E E M E N T

This AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the County of Orange, hereinafter referred to as the "COUNTY OF ORANGE," and the Los Angeles County Flood Control District, hereinafter referred to as the "DISTRICT."

W I T N E S S E T H

WHEREAS the COUNTY OF ORANGE, the DISTRICT, various incorporated cities located within the WATERSHED (as defined below collectively, the "CITIES"), and various public water and wastewater agencies that operate within the WATERSHED, including, without limitation, the California Department of Water Resources, the Orange County Water District, and the Central and West Basin Water District (collectively, the "PARTICIPANTS"), have identified concerns stemming from the condition of the areas that are tributary to Coyote Creek and Carbon Creek located on the border between the County of Orange and the County of Los Angeles (the "WATERSHED"); and

WHEREAS, in response to these concerns, the U.S. Army Corps of Engineers ("CORPS") completed a reconnaissance study and Project Management Plan ("PMP") of the existing condition of the WATERSHED, which determined that circumstances exist so that the United States of America is authorized through the CORPS to make contributions toward a watershed management plan for the WATERSHED, given a scope established by the PMP; and

WHEREAS, the CORPS and the COUNTY OF ORANGE are proceeding with the preparation of a Watershed Management Plan Feasibility Study ("FEASIBILITY STUDY"), which will determine the condition of the WATERSHED and identify needs relating to the WATERSHED; and

WHEREAS, the parties anticipate the cost of the FEASIBILITY STUDY to be \$3,200,000 over a three-year period; and

WHEREAS, the COUNTY OF ORANGE shall enter into a written agreement with the CORPS whereby the CORPS shall provide funds and/or services of up to \$1,600,000 that would match the funds and/or services provided by the PARTICIPANTS toward the cost of the FEASIBILITY STUDY; and

WHEREAS, the PARTICIPANTS perceive that the FEASIBILITY STUDY will have a direct benefit to the communities and residents within the WATERSHED; and

WHEREAS, the PARTICIPANTS wish to contribute in the funding and the creation of the FEASIBILITY STUDY together with the CORPS; and

WHEREAS, the parties desire for the COUNTY OF ORANGE to act as the lead agency ("LEAD AGENCY") performing the administration of the FEASIBILITY STUDY on behalf of the DISTRICT and the PARTICIPANTS; and

WHEREAS, the purpose of the AGREEMENT is to memorialize the understanding between the COUNTY OF ORANGE and the DISTRICT as to the DISTRICT'S role in the funding and creation of the FEASIBILITY STUDY; and

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

SECTION 1. PARTICIPATION IN FEASIBILITY STUDY

A. As LEAD AGENCY, the COUNTY OF ORANGE shall:

1. Schedule periodic meetings of all PARTICIPANTS and the CORPS to permit the DISTRICT and the other PARTICIPANTS to provide input in the creation of the FEASIBILITY STUDY and to afford the DISTRICT and other PARTICIPANTS the opportunity, as may be deemed necessary or appropriate by the DISTRICT (at its sole discretion) to identify and to evaluate issues to be included in the FEASIBILITY STUDY, to allow the DISTRICT and other PARTICIPANTS to disseminate public information regarding the FEASIBILITY STUDY and regarding participating in public meetings about the FEASIBILITY STUDY, and to permit the DISTRICT to solicit comments from the public relating to the FEASIBILITY STUDY and/or the WATERSHED;
2. Provide drafts of the FEASIBILITY STUDY and each DELIVERABLE (as defined below) to the DISTRICT and each PARTICIPANT with sufficient time and opportunity to allow them to submit comments on a timely basis; and
3. Provide periodic status reports to PARTICIPANTS regarding the progress of the development of the FEASIBILITY STUDY.

B. As a PARTICIPANT, the DISTRICT shall:

1. Upon the COUNTY OF ORANGE, having established a trust fund ("TRUST FUND") with the COUNTY OF ORANGE'S Treasurer for the sole purpose of funding the FEASIBILITY STUDY pursuant to this AGREEMENT, the DISTRICT shall immediately pay to the COUNTY OF ORANGE a total of \$250,000 ("DISTRICT'S CONTRIBUTION"). The DISTRICT'S CONTRIBUTION shall be deemed to have been made on the DISTRICT'S behalf and on behalf of ten (10) cities within the WATERSHED that are located in the County of Los Angeles ("DISTRICT CITIES"). The DISTRICT CITIES shall be offered all benefits as participants under this agreement. The COUNTY OF ORANGE Treasurer shall hold the DISTRICT'S CONTRIBUTION in the TRUST FUND, which shall be maintained by the COUNTY OF ORANGE for the purpose of completing the FEASIBILITY STUDY.
2. Notwithstanding the foregoing, the DISTRICT'S CONTRIBUTION shall be conditioned upon: (1) the CORPS funding 50 percent of the cost of the FEASIBILITY STUDY, \$1,600,000 (either through cash or in-kind services); (2) the COUNTY OF ORANGE itself funding cash or in-kind services in the amount of \$350,000 (either directly or via grants) toward the cost of the FEASIBILITY STUDY; and (3) the COUNTY OF ORANGE entering into other written agreements with the PARTICIPANTS, other than the DISTRICT CITIES, and other entities that may serve as funding sources for these other parties, to collectively fund \$1,000,000 of the FEASIBILITY STUDY above and beyond the CORPS, the COUNTY OF ORANGE'S, DISTRICT CITIES' and the DISTRICT'S contributions.
3. Except as explicitly set forth herein, nothing in this AGREEMENT obligates the DISTRICT to take any action or implement any projects, including any projects recommended in the FEASIBILITY STUDY.

SECTION 2. RECIPROCAL COOPERATION

Each party hereto shall cooperate with the other PARTICIPANTS and the CORPS in completing the FEASIBILITY STUDY. Except with regard to the amount of financial contributions, each PARTICIPANT shall be free to determine, at its sole discretion, the extent of its participation in the activities described in SECTION 1.

SECTION 3. COST ACCOUNTING

- A. Within 90 days following completion of the FEASIBILITY STUDY, the COUNTY OF ORANGE shall provide to the DISTRICT a final accounting to demonstrate and justify any and all expenditures from the TRUST FUND.
- B. Within ninety (90) days of completion of the FEASIBILITY STUDY, the COUNTY OF ORANGE shall obtain from the CORPS, and deliver a copy to the DISTRICT of an accounting of all expenditures of all funds utilized by the CORPS for the FEASIBILITY STUDY and shall request refund of any funds remaining in the TRUST FUND upon completion of the FEASIBILITY STUDY. The COUNTY OF ORANGE shall in turn reimburse each PARTICIPANT that contributed toward the TRUST FUND its proportionate share of said remaining funds within 90 days of its receipt from the CORPS.

SECTION 4. INDEMNIFICATION

To the extent permitted by law, each party hereto shall indemnify and hold harmless the other party, their elected and appointed officials, agents, and employees from and against all claims, demands, loss or liability of any kind or nature which the other party, their elected and appointed officials, agents, and employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons, or damage to property as a result of the negligence or act of willful misconduct by the subject party, their elected and appointed officials, agents, employees, or invitees in carrying out the terms of this AGREEMENT or exercising the rights herein granted. Notwithstanding the foregoing, no party shall be indemnified or held harmless for its own negligence or acts of willful misconduct.

SECTION 5. FORCE MAJEURE

Should the performance of the obligations of any party under this AGREEMENT be interrupted or delayed by any occurrence not occasioned by the conduct of any party to this AGREEMENT, whether that occurrence is an act of God, war, civil insurrection, fire, flood, storm, strikes, lockouts, or by any law, regulation, or order of any Federal or State court, that party's performance under this AGREEMENT shall be excused for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence.

SECTION 6. NOTICES

All notices required or provided for under this AGREEMENT shall be in writing and delivered in person or sent certified mail, postage prepaid and addressed as follows:

IF TO COUNTY OF ORANGE:

Orange County Board of Supervisors
10 Civic Center Plaza
Santa Ana, CA 92701
Attention Clerk of the Board

With a copy to:

Manager, Watershed and Environmental Programs
County Executive Office
10 Civic Center Plaza, 3 Floor
Santa Ana, CA 92701-4062

If to the DISTRICT:

County of Los Angeles Department of Public Works
Watershed Management Division
San Gabriel River Watershed Manager
900 South Fremont Avenue, 11th Floor
Alhambra, CA 91803

Any notice given as required herein shall be deemed given seventy-two (72) hours after deposit in the United States mail or upon receipt. A party may change its address for notices by giving notice in writing to the other party as required herein and thereafter notices shall be addressed and transmitted to the new address.

SECTION 7. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire understanding between the Parties regarding the participation in the Coyote Creek and Carbon Creek Watershed Feasibility Study and supersedes all prior or contemporaneous agreements, discussions, or understandings of the parties in connection therewith.

SECTION 8. WAIVER

No waiver of a breach of any provision in this AGREEMENT shall constitute a waiver of future breaches of this AGREEMENT.

SECTION 9. CHOICE OF LAW

This AGREEMENT shall be construed according to the laws of the State of California.

SECTION 10. AMENDMENTS

The provisions of this AGREEMENT may be amended only by mutual consent evidenced in a subsequent written instrument that states the amendment.

SECTION 11. COUNTERPARTS

This AGREEMENT may be executed by the parties in counterparts which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates opposite their respective signatures:

COUNTY OF ORANGE, a political subdivision of the State of California

By: _____
Chairman of the Board of Supervisors

Date: _____

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

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGECOUNTY, CALIFORNIA

By: _____
DARLENE J. BLOOM
Clerk of the Board of
Supervisors of Orange
County, California

By: _____
Deputy

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

By: _____
Deputy

Date: _____

ATTEST:

COUNTY OF LOS ANGELES
acting on behalf of the Los Angeles
County Flood Control District

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: _____
Director

By: _____
Frederick W. P faeffle
Senior Deputy County Counsel