COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

JAMES A. NOYES, Director

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P.O. BOX 1460
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IN REPLY PLEASE
REFER TO FILE: WM-5

June 10, 2004

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:

COOPERATIVE AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE SIERRA CLUB FOR DEVELOPMENT OF A MASTER PLAN FOR THE UPPER RIO HONDO CHANNEL CORRIDOR
SUPERVISORIAL DISTRICT 1
3 VOTES

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

Adopt and instruct the Chairman to sign the enclosed Cooperative Agreement on behalf of the Los Angeles County Flood Control District to provide $11,000 to the Sierra Club, a California nonprofit corporation, to develop a master plan for the Upper Rio Hondo Channel corridor. This master plan will assist the District in identifying project opportunities along the Upper Rio Hondo Channel corridor related to water quality improvement, native landscaping, and educational and passive recreational opportunities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Sierra Club is an organization whose mission is to explore, enjoy, and protect the earth and its resources. Through its San Gabriel River Campaign, the Sierra Club is working to restore vitality to urban rivers, preserve open space, expand recreational opportunities, and enhance habitat within the San Gabriel Valley.

The Sierra Club proposes to develop a master plan for the Upper Rio Hondo Channel corridor, from Alhambra Wash, within the Whittier Narrows area, to Peck Road Water Conservation Park. This master plan will identify projects along this reach of the Rio Hondo Channel and provide strategies to secure funding and implement these projects. Many of these projects will seek to improve water quality within the Rio Hondo Channel, aesthetically enhance District rights of way with native landscaping, create educational opportunities including addressing stormwater pollution prevention, and create passive recreational opportunities that would enhance the public's use of District waterways.

The District's contribution of $11,000 will supplement funds that the Sierra Club has already secured from other sources. The Sierra Club estimates the total cost for the development of the master plan to be $54,000. The District's contribution is contingent upon the Sierra Club's completion of the final master plan.

Following the completion of the master plan, this study will be used as a planning tool for various agencies, organizations, and community groups to implement enhancement projects along the Upper Rio Hondo Channel corridor.

Implementation of Strategic Plan Goals

This Board action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness because sufficient staff is not readily available to perform this work. This master plan, once implemented, will also meet the Strategic Plan Goal of Service Excellence by increasing environmental benefits and passive recreational opportunities and improving the quality of life for citizens of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. The total cost to the District for this cooperative agreement is $11,000. Sufficient funds to cover these costs are available in the Fiscal Year 2003-04 Flood Control District Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Cooperative Agreement has been approved and executed by the Sierra Club and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in that it can be seen with certainty that the Cooperative Agreement will not result in a direct or reasonably foreseeable indirect physical change in the environment [Section 15061(b)(3) of the State CEQA Guidelines]. Approving this Cooperative Agreement will have no environmental impact. Any project that may be proposed for construction or implementation will undergo the appropriate environmental review process.

CONTRACTING PROCESS

No contracting of services is required of the District.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no adverse impact on current services.

CONCLUSION

Please return three approved copies of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

COOPERATIVE AGREEMENT

This Cooperative Agreement, hereinafter referred to as **"AGREEMENT"** is made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic, hereinafter referred to as **"DISTRICT,"** and the Sierra Club, a California nonprofit corporation, hereinafter referred to as **"SIERRA CLUB,"** on this 29th day of June, 2004.

WITNESSETH

WHEREAS, SIERRA CLUB'S mission includes exploring, enjoying, and protecting the earth and its resources; and

WHEREAS, through a project being executed by the **SIERRA CLUB** entitled the "San Gabriel River Campaign" (**"CAMPAIGN"**), the **SIERRA CLUB** intends to help restore vitality to urban rivers within the County of Los Angeles by preserving open space, expanding recreational opportunities, and enhancing habitat within the San Gabriel Valley; and

WHEREAS, as part of the **CAMPAIGN**, the **SIERRA CLUB** desires to develop a **"MASTER PLAN"** along the upper Rio Hondo Channel corridor, from Alhambra Wash to Peck Road Water Conservation Park, that will identify opportunities for greenway, park, and trail enhancements; and

WHEREAS, MASTER PLAN is expected to assist the **DISTRICT** to help identify ways to improve water quality within the Rio Hondo Channel, ways to aesthetically improve **DISTRICT'S** rights of way through native landscaping, ways to create educational opportunities including addressing stormwater pollution prevention, and ways to create passive recreational opportunities that would enhance the public's use along the **DISTRICT'S** rights of way; and

WHEREAS, SIERRA CLUB estimates the total cost of preparing the **MASTER PLAN** to amount to Fifty Four Thousand and 00/100 Dollars ($54,000); and

WHEREAS, DISTRICT is willing to contribute Eleven Thousand and 00/100 Dollars ($11,000) to help finance a portion of the **MASTER PLAN**; and

WHEREAS, the remaining cost of the **MASTER PLAN** will be shared between **SIERRA CLUB** and other beneficiaries of the **MASTER PLAN:** the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the Upper San Gabriel Valley Municipal Water District, and the City of El Monte; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by **SIERRA CLUB** and the **DISTRICT** through this **AGREEMENT** and promises contained herein, it is hereby agreed as follows:

(1) **SIERRA CLUB AGREES:**

A. To complete the **MASTER PLAN** as described in Section (3) A. of this **AGREEMENT**.

B. To submit three (3) copies of a draft **MASTER PLAN** to **DISTRICT** for review and comment.

C. To, following submittal of a draft **MASTER PLAN** and prior to submittal of the final **MASTER PLAN**, provide a presentation to **DISTRICT** staff on the study methodology and recommendations identified in the **MASTER PLAN.**

D. To incorporate **DISTRICT** comments on a draft **MASTER PLAN** into the final **MASTER PLAN** at a level acceptable to **DISTRICT.**

E. To provide **DISTRICT** with three (3) copies of the final **MASTER PLAN** including one copy in electronic format, at no cost to the **DISTRICT**.

F. To provide to the **DISTRICT** an invoice in the amount of Eleven Thousand and 00/100 Dollars ($11,000), including a written description of work completed, upon the final completion of the **MASTER PLAN**.

G. To be entirely responsible for the hiring and supervision of any third-party consultant(s) employed for the **MASTER PLAN** and to indemnify, defend and hold the **DISTRICT** harmless in connection with any claims arising from any disputes relating to the agreement(s) with said consultant(s).

(2) **DISTRICT AGREES:**

A. To review a draft **MASTER PLAN** submitted by **SIERRA CLUB** and provide comments in a timely manner.

B. To contribute Eleven Thousand and 00/100 Dollars ($11,000) to the **SIERRA CLUB** upon completion of the final **MASTER PLAN,** receipt of the **DISTRICT'S** copies under subsection (1) E. above, and receipt of invoice from **SIERRA CLUB**.

(3) **IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:**

A. The **MASTER PLAN** will identify potential projects and implementation strategies that may be pursued by **DISTRICT** and/or other agencies, organizations, or community groups to improve water quality, restore native vegetation, and create educational and passive recreational opportunities along the upper Rio Hondo Channel corridor. More

specifically, the **MASTER PLAN** must include, at minimum, the following items: 1. A list of potential projects along the upper Rio Hondo Channel corridor; 2. Conceptual designs for the most viable projects including an assessment of environmental impacts; 3. Detailed project descriptions including implementation strategies and funding recommendations; 4. Project budgets and implementation schedule; 5. Summaries of field notes and external inputs; 6. Photographs of project sites; and 7. Conceptual drawings and renderings.

B. Other than the obligation to contribute Eleven Thousand and 00/100 Dollars ($11,000) as set forth in Section (2) B. above, the **DISTRICT** shall bear no responsibility or obligation to the **SIERRA CLUB** or any third party under this **AGREEMENT**. The **SIERRA CLUB** will be entirely responsible for obtaining the funding for the remainder of the cost of the **MASTER PLAN**.

C. This **AGREEMENT** constitutes the entire **AGREEMENT** between the **DISTRICT** and **SIERRA CLUB** regarding the subject matter herein, supersedes any oral or contemporaneous agreements or communications relating thereto, and may be modified only by a mutual agreement in writing signed by both parties.

D. This **AGREEMENT** is made solely for the benefit of the **DISTRICT** and the **SIERRA CLUB** and is not intended to benefit any third party.

E. If **SIERRA CLUB** fails to complete its obligations as defined in this **AGREEMENT**, this **AGREEMENT** will be terminated and no **DISTRICT** funds will be expended.

F. Any correspondence, communication, or contact concerning this **AGREEMENT** shall be directed to the following:

SIERRA CLUB:

Mr. Jack Bohlka
Senior Chapter Director
Angeles Chapter
Sierra Club
3435 Wilshire Bouleverd
Los Angeles, CA 90010

DISTRICT:

Mr. James A. Noyes
Director of Public Works
Attn: Watershed Management Division
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

IN WITNESS WHEREOF, each party hereto has caused this **AGREEMENT** to be executed by its duly authorized officer or official.

ATTEST:

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

By_____
Chairman, Board of Supervisors
of the Los Angeles County
Flood Control District

SIERRA CLUB

By_____ for
Mr. Jack Bohlka
Senior Director, Angeles Chapter

ATTEST:

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

By_____
Deputy

APPROVED AS TO FORM:

Office of the County Counsel

By_____
Senior Deputy

MC:mc
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