COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

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April 14, 2009

IN REPLY PLEASE
REFER TO FILE: WM-9

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:

MEMBERSHIP AGREEMENT AND FUNDING FOR SPECIAL STUDIES BETWEEN THE SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT AUTHORITY AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to (1) renew membership with the Southern California Coastal Water Research Project Authority's governing commission for a period of four years at an annual membership fee of $100,000, (2) enter into agreements to fund the Southern California Coastal Water Research Project Authority to conduct stormwater-related scientific studies, and (3) approve associated funding not to exceed $2,000,000 for the Southern California Coastal Water Research Project Authority to conduct stormwater-related scientific studies through the end of the new membership period.

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

1. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into an agreement with the Southern California Coastal Water Research Project Authority for the renewal of the Los Angeles County Flood Control District's membership as an Associate Commission Member of the Southern California Coastal Water Research Project

Authority's governing commission for a period of four years between July 1, 2009, and June 30, 2013, at an annual membership fee of $100,000.

2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into agreements to fund the Southern California Coastal Water Research Project Authority to conduct stormwater-related scientific studies through the end of the new membership period. Authorization will be limited to special studies that are designed to ensure compliance with regulatory requirements and/or obtain reasonable water quality standards.

3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to approve associated funding not to exceed $2,000,000 for the Southern California Coastal Water Research Project Authority to conduct stormwater-related scientific studies through the end of the new membership period, June 30, 2013.

4. Find that the execution of funding agreements for the stormwater-related scientific studies by the Chief Engineer of the Los Angeles County Flood Control District or her designee with the Southern California Coastal Water Research Project Authority is statutorily exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to allow the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to enter into an agreement with the Southern California Coastal Water Research Project Authority (SCCWRP) to renew membership for a period of four years between July 1, 2009, and June 30, 2013, to authorize the payment of the annual membership fee of $100,000 for each year of the four-year period, and to find that the execution of funding agreements in a not-to-exceed amount of $2,000,000 for stormwater-related scientific studies with SCCWRP is statutorily exempt from the California Environmental Quality Act (CEQA). On July 27, 2006, your Board authorized the Chief Engineer of the LACFCD to enter into an agreement with SCCWRP to renew the LACFCD's status as an Associate Commission Member of SCCWRP's ten-member governing body for a period of three years. This previous three-year term coincides with the terms of the SCCWRP's Sixth Amended Joint Powers Agreement (JPA) and is set to expire on June 30, 2009. On July 1, 2009, the Seventh Amended JPA will be made and entered

for a period of four years by the County Sanitation Districts of Los Angeles County, the Orange County Sanitation District, and the Cities of Los Angeles and San Diego.

The SCCWRP's long-term objectives are to conduct environmental research and assess the condition of Southern California's coastal environment. Should the requested authorizations be approved, the unincorporated communities of the County of Los Angeles (County) and the LACFCD would benefit from SCCWRP's research, which is recognized by the environmental community and regulatory agencies as credible and impartial due to the makeup of its governing board. Additionally, the authorization to approve the associated funding to conduct stormwater-related scientific studies will be limited to special studies that are regulatory requirements and/or designed to obtain reasonable water quality standards. As an Associate Commission Member, the LACFCD is able to influence SCCWRP's research agenda, which in turn has helped the County and the LACFCD attain regulatory compliance and enhanced our understanding of stormwater quality issues and our ability to obtain more attainable water quality regulations for the County and the LACFCD.

Both the County and the LACFCD have been required to conduct studies to comply with the National Pollutant Discharge Elimination System Permit and various Total Maximum Daily Load regulations such as the assessment of the water quality and biological conditions of the Areas of Special Biological Significance, which is mandated by the California Ocean Plan.

The SCCWRP's ten-member governing body is comprised of the County Sanitation Districts of Los Angeles County, the United States Environmental Protection Agency (Regional IX), the California Ocean Protection Council, the California Regional Water Quality Control Boards (Los Angeles, Santa Ana, and San Diego Regions), the State Water Resources Control Board, the City of Los Angeles Bureau of Sanitation, the City of San Diego Metro Wastewater Department, and the Orange County Sanitation District. The LACFCD, the County of San Diego, Orange County Public Works, and the Ventura County Watershed Protection District are Associate Commission Members.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1). Implementation of the recommendations will provide the LACFCD with the ability to generate or provide scientific knowledge on stormwater and urban runoff management issues required for decision-making and policy formation.

FISCAL IMPACT/FINANCING

The total cost for the four-year Associate Commission Membership is $400,000. Sufficient funds to cover the membership fee are available in the Fiscal Year 2008-09 LACFCD Budget. The LACFCD will pay for membership for Fiscal Years 2009-10 through 2012-13.

Funds to cover current year special studies are available in the Fiscal Year 2008-09 LACFCD and the Unincorporated County Stormwater Quality Program budgets. The net County cost share is $120,000.

Funding for anticipated special studies is included in the LACFCD's Fiscal Year 2009-10 Proposed Budget. Ongoing funding will be requested in the LACFCD budgets for Fiscal Years 2010-11 through 2012-13.

The LACFCD plans to submit a General Fund Budget request for review and consideration for Fiscal Year 2009-10 that will address the unincorporated area share of costs for the special studies. The LACFCD also plans to request net County cost funding for special studies in Fiscal Years 2010-11 through 2012-13.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached agreement has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Execution of the membership renewal agreement is not a project subject to the provisions of the CEQA because it can be seen with certainty that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment in accordance with the Public Resources Code, Section 21065, and is an administrative activity of government under Section 15378(b) of the CEQA Guidelines. Approval of the execution of agreements with SCCWRP is related to funding stormwater-related scientific studies to be conducted by SCCWRP and, therefore, statutorily exempt from CEQA under Section 15262 of the CEQA Guidelines since the activities involve feasibility or planning studies for possible future actions that will not have a legally binding effect on later activities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no adverse impact on current County services.

CONCLUSION

Please return three adopted copies of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

GAIL FARBER
Director of Public Works

GF:MP:jtz

Attachment

c: Chief Executive Office (Lari Sheehan)
County Counsel

ASSOCIATE COMMISSION MEMBER AGREEMENT

This AGREEMENT, made and entered into by the Southern California Coastal Water Research Project Authority, a joint powers agency ("**SCCWRP**"), heretofore established and presently operating pursuant to a Seventh Amended Joint Powers Agreement effective July 1, 2009 and the Los Angeles County Flood Control District hereinafter referred to as an ("**Associate Commission Member**").

WHEREAS, it is the desire of the Associate Commission Member to continue participation on SCCWRP's Commission; and

WHEREAS, this AGREEMENT shall remain in full force and effect from July 1, 2009 through June 30, 2013, inclusive; and

WHEREAS, SCCWRP is governed by a ten-member Commission and was formed and currently exists for the purpose of increasing the scientific knowledge of how treated wastewater discharges, stormwater discharges, and other human activities interact to affect Southern California's coastal aquatic ecological systems, and thereby to ensure protection of these resources; and

WHEREAS, an understanding of the effect of the discharge of stormwater into the coastal waters of Southern California is essential in order for SCCWRP to more fully understand the foregoing interrelationships; and

WHEREAS, the Seventh Amended Joint Powers Agreement provides that other public agencies having a power common to the Signatories to the Seventh Amended Joint Powers Agreement may be invited to become Associate Commission Members of SCCWRP, with responsibilities and benefits as set forth herein; and

WHEREAS, SCCWRP and the Associate Commission Member agree that the addition of Associate Commission Member to SCCWRP's Commission would be mutually beneficial to all parties.

NOW, THEREFORE, the parties agree as follows: Each of the recitals set forth on page 1 of this AGREEMENT are incorporated into and made a part of this AGREEMENT.

1. SCCWRP AGREES:

   a. Upon payment of the annual associate commission member fee, the Associate Commission Member shall have the rights of an Associate Commission Member of SCCWRP's Commission.

   b. To continue quarterly commission meetings and periodic scientific forums and training efforts intended to raise important issues concerning watershed management principles and to foster communication between

and among the Associate Commission Members, other agencies, and SCCWRP members.

c. To continue producing publications and staff reports to such extent as the Commission determines to be appropriate concerning such subjects as will serve the interests of the SCCWRP. The Commission and its Executive Director will consider publications that will be of particular benefit to any Associate Commission Member and /or will aid the general public to better understand watershed management principles that relate to waters within the boundaries of an Associate Commission Member.

2. ASSOCIATE COMMISSION MEMBER AGREES:

a. Upon invoice by SCCWRP, to pay an annual associate commission member fee on or before July 1 of each year or thirty (30) days after receipt of the invoice, whichever is later, in the amount of One Hundred Thousands Dollars ($100,000) to participate as an Associate Commission Member of SCCWRP's Commission for the period from July 1 to June 30.

b. To appoint a management-level individual to attend and participate in SCCWRP's quarterly Commission meetings and a scientist-level individual to attend and participate in quarterly meetings of the Commission's Technical Advisory Group as long as this AGREEMENT is still in force.

c. To acknowledge its advisory capacity to SCCWRP and that as an Associate Commission Member it is entitled to discuss any matter before the Commission, but in accordance with the Seventh Amended Joint Powers Agreement that it shall not be entitled to vote on any such matters.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. Each party shall indemnify, defend, and hold each of the other parties, including their public agencies, special districts, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such party, its agents, officers, and employees in connection with this AGREEMENT, including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.

b. SCCWRP shall indemnify, defend, and hold harmless the Associate Commission Member and their respective officers, employees, and agents from and against any acts or omissions of SCCWRP, its officers,

employees, and agents from all claims, demands, or liability including legal costs occasioned by or arising out of this AGREEMENT and the activities conducted hereunder unless the claim, demand or liability results from the sole negligence of the indemnified Associate Commission Member.

This AGREEMENT shall continue in effect for a term of four years. Upon thirty (30) days' written notice to SCCWRP, each Associate Commission Member shall have the right to terminate its participation in this AGREEMENT and its participation on SCCWRP's Commission and shall have no further liability to SCCWRP or any non-terminating Associate Commission Member. The Associate Commission Member shall not be entitled to a refund of any sum it has paid as consideration of its associate commission membership.

c. If any provision of this AGREEMENT shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this AGREEMENT shall not be affected and this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.

d. This AGREEMENT shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

e. This AGREEMENT constitutes the entire AGREEMENT between the parties with respect to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understanding. This AGREEMENT may be modified only by further written agreement between the parties hereto.

f. This AGREEMENT is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this AGREEMENT.

g. No Party shall assign this AGREEMENT or any of such Party's interest, rights, or obligations under this AGREEMENT without the prior written consent of the other Party, which consent shall not be unreasonably withheld except that any Party may assign the AGREEMENT, or any part thereof, to any successor governmental agency performing the functions of the assigning Party as its successor.

h. No Party to this AGREEMENT shall have the power to incur any debt, obligation or liability on behalf of any other Party unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or

officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

i. This AGREEMENT shall be binding upon and shall insure to the benefit of the respective successors, heirs and assigns of each Party.

j. Any notices, bills, invoices or reports relating to this AGREEMENT, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the Parties at the addresses set forth below, except that any Party may change the address for notices by giving the other Party at least ten (10) days written notice of the new address.

To: Southern California Coastal Water Research Partnership
Attention: Stephen Weisberg
3535 Harbor Blvd., Suite 110
Costa Mesa, CA 92626
Telephone (714) 755-3203

To: Los Angeles County Department of Public Works
Attention: Gail Farber
900 South Fremont Ave.
Alhambra, CA 91803
Telephone (626) 458-4002

k. Should SCCWRP add additional Associate Commission Members in the future, SCCWRP shall send a copy of such later agreement to all Associate Commission Member. Notwithstanding Paragraph 3d above regarding amendment to this AGREEMENT, if the Associate Commission Members determines that the new amended agreement would be more beneficial to the Associate Commission Member, this AGREEMENT will be replaced or amended to incorporate the provisions determined beneficial by the Associate Commission Member.

4. COUNTERPART:

This AGREEMENT may be executed simultaneously in counterpart, each of which shall be deemed an original, but together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Associate Commission Member Agreement on the dates hereafter as set forth.

SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT AUTHORITY, a Joint Powers Agency

DATED: _____

By: _____
Stephen B. Weisberg, Ph.D.

Approved As to Form and Content:
Lewis Brisbois Bisgaard & Smith LLP
Counsel to SCCWRP

By: _____

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a Body Corporate and Politic

DATED: _____

By: _____
Chief Engineer

Approved As to Form:
ROBERT E. KALUNIAN
Acting County Counsel

By: _____
Deputy