



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

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

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IN REPLY PLEASE  
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**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

37 August 14, 2018

CELIA ZAVALA  
ACTING EXECUTIVE OFFICER

August 07, 2018

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA  
AGREEMENT WITH WATERSHED CONSERVATION AUTHORITY  
TO PREPARE THE SAN GABRIEL VALLEY GREENWAY NETWORK STRATEGIC  
IMPLEMENTATION PLAN, AND DEVELOP PROJECTS WITHIN THE SAN GABRIEL RIVER AND  
LOWER LOS ANGELES RIVER WATERSHEDS  
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to authorize the Los Angeles County Flood Control District to enter into an agreement with the Watershed Conservation Authority to provide services to assist the Department of Public Works with preparation of the San Gabriel Valley Greenway Network Strategic Implementation Plan and the development of projects within the San Gabriel River and Lower Los Angeles River Watersheds for a total fee not to exceed \$2,050,000.

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

1. Find that the action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to enter into an agreement with the Watershed Conservation Authority, a Joint Powers Authority, to provide services in connection with the preparation of the San Gabriel Valley Greenway Network Strategic Implementation Plan and the development of projects within the San Gabriel River and

Lower Los Angeles River Watersheds, at a cost of \$1,750,000 over 5 fiscal years, from Fiscal Years 2018-19 through 2022-23.

3. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to extend the agreement for up to 2 optional additional fiscal years, for an additional not to exceed amount of \$150,000 per fiscal year, for a total additional cost of \$300,000 in order to complete ongoing tasks related to the San Gabriel Valley Greenway Network Strategic Implementation Plan and for the development of projects within the San Gabriel River and Lower Los Angeles River Watersheds for a total contract not to exceed \$2,050,000.

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

The purpose of the recommended actions is for the Los Angeles County Flood Control District (District) to enter into an agreement with Watershed Conservation Authority (WCA) to assist Public Works with the preparation of the San Gabriel Valley Greenway Network Implementation Plan (Implementation Plan) and the development of projects within the San Gabriel River and Lower Los Angeles River Watersheds, for a not to exceed amount of \$1,750,000 over a 5 fiscal-year period, and authorize the District to extend the agreement for up to 2 additional fiscal years, for a not to exceed amount of \$150,000 per fiscal year, for a total additional cost not to exceed \$300,000 in order to complete ongoing tasks related to the Implementation Plan and the development of projects.

The WCA is a joint powers authority established in 2003 by an agreement between the District and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, for the purpose of providing for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation.

On May 16, 2017, the Board of Supervisors approved a motion instructing the Departments of Public Works and Parks and Recreation in consultation with the Healthy Design Workgroup, WCA, and San Gabriel Valley Council of Governments to develop the Implementation Plan.

The plan's development will involve identifying potential new greenway projects along the District right of way within the San Gabriel Valley while incorporating existing planned projects under one planning document and analyzing their technical feasibility. Plan development is anticipated to be completed within 3 years. A Programmatic Environmental Impact Report for Greenway Network Implementation will take 2 years to prepare.

The purposes of the WCA align with the purposes of the Implementation Plan as well as the San Gabriel River Corridor Master Plan and the Los Angeles River Master Plan. WCA's work includes developing projects that conserve, improve, and restore landscapes for natural functions and recreation, while also focusing on resource conservation, education, and promoting wise water management, all of which are elements to be included in potential greenway projects along District right of way. Additionally, WCA has extensive experience with outreach and engagement of local communities and stakeholders in the San Gabriel and Lower Los Angeles Rivers' watersheds, which would assist the District with targeted messaging and collaboration. The WCA is therefore uniquely positioned to assist Public Works in the development of the Implementation Plan and the development of projects identified in the San Gabriel Corridor Master Plan and the Los Angeles River Master Plan.

**Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provision of Strategy II.2, Support the Wellness of our Communities, and Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Objective II.2.4, Promote Active and Healthy Lifestyles. The Implementation Plan and projects within the San Gabriel River and Lower Los Angeles River Watersheds will provide additional and enhanced recreational opportunities for residents of the County.

**FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The cost for WCA's services to assist in the preparation of the Implementation Plan and development of projects within the San Gabriel River and Lower Los Angeles River Watersheds is \$1,750,000 over 5 fiscal years plus 2 optional years at \$150,000 per fiscal year for a total maximum cost of \$2,050,000 over 7 fiscal years.

Funding for these services will be included in the Flood Fund Fiscal Years 2018-19 through 2022-23 Budget and funding for future years will be requested through the annual budget process.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed agreement will be substantially similar to the enclosed agreement and will be approved as to form by County Counsel prior to execution.

**ENVIRONMENTAL DOCUMENTATION**

Entering into the proposed agreement is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. This proposed agreement would create a government funding mechanism that does not involve any commitment to a specific project, which may result in a potentially significant physical impact on the environment. Public Works will return to the Board for approval of the Implementation Plan and to certify its Programmatic Environmental Impact Report.

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

There will be no negative impact on current County services or projects during the performance of the recommended actions.

The preparation of the Implementation Plan and development of projects within the San Gabriel River and Lower Los Angeles River Watersheds presents an unprecedented opportunity to transform existing District right of way into a world-class Greenway Network that will traverse the San Gabriel Valley and improve the quality of life for residents in the surrounding communities.

**CONCLUSION**

Please return 3 adopted copies of this letter to the Department of Public Works, Stormwater Planning Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" written in a larger, more prominent script than the last name "Pestrella".

MARK PESTRELLA

Director

MP:DJL:sw

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel (Mark Yanai)  
Executive Office

## AGREEMENT

THIS AGREEMENT, made and entered into as of the date of the last PARTY signature set forth below (Effective Date) by and between the Los Angeles County Flood Control District (hereinafter referred to as DISTRICT), a body corporate and politic, and the Watershed Conservation Authority (hereinafter referred to as WCA), a joint powers authority, collectively referred to hereafter as PARTIES or individually as PARTY.

## WITNESSETH

WHEREAS, the County of Los Angeles Board of Supervisors, on May 16, 2017, approved a motion directing the Department of Public Works (Public Works) and the Department of Parks and Recreation, in consultation with the Healthy Design Workgroup, the WCA, and the San Gabriel Valley Council of Governments, to work with regional planning agencies to develop a strategic implementation plan for the San Gabriel Valley Greenway Network (hereinafter referred to as STRATEGIC IMPLEMENTATION PLAN);

WHEREAS, the STRATEGIC IMPLEMENTATION PLAN development is a planning effort that represents an unprecedented opportunity to transform the District right of way along rivers, creeks, and channels within the San Gabriel Valley into a network of interconnected, multiuse community greenways for linear parks and open space for recreation, bike paths for recreation and active transportation, trails for pedestrian and equestrian use, and integrated stormwater management practices (see Figure 1);

WHEREAS, the San Gabriel River Corridor Master Plan approved by the County of Los Angeles Board of Supervisors on June 13, 2006, is a planning document that identifies 130 enhancement projects along the San Gabriel River;

WHEREAS, the Los Angeles River Master Plan approved by the County of Los Angeles Board of Supervisors on June 13, 1996, is a planning document that identifies ways to revitalize the publicly-owned rights of way along the Los Angeles River and Tujunga Wash.

WHEREAS, the WCA was established in 2003, as a Joint Powers Authority of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy and the District, for the purpose of providing for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge, and water conservation.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises herein contained, it is hereby agreed as follows:

(1) DISTRICT AGREES:

- a. To request assistance from WCA in the form of "task orders," as more specifically described in Section (2)a below, as deemed necessary by Public Works, in connection with the preparation of the STRATEGIC IMPLEMENTATION PLAN, the implementation of projects identified in the Los Angeles and San Gabriel Rivers Master Plans, and the development of project concepts for projects within the San Gabriel and Lower Los Angeles Rivers Watersheds for a total amount not to exceed \$1,750,000.
- b. To deliver to WCA the amount of two hundred and fifty thousand dollars (\$250,000) within 15 days of the Effective Date or start of the 2018-19 Fiscal Year (July 1 through June 30), whichever is later for initial funding of WCA's activities as requested in Section (1)a, above.
- c. To make additional payments to WCA at the beginning of each of the subsequent fiscal years, from Fiscal Years 2019-20 through 2022-23, for continued funding of WCA's activities requested in Section 1(a), above, in the amount of two hundred and fifty thousand dollars (\$250,000); however, this amount may be reduced at the DISTRICT's discretion if there is a balance of unused funds from the previous fiscal year.
- d. To make additional payments to WCA at the discretion of the DISTRICT in association with any new task orders in accordance with Section 1(a), above, for which additional funding is anticipated to be required during the fiscal year provided, the total sum of all such payments does not exceed five hundred thousand dollars (\$500,000).
- e. The District may extend the agreement for up to two optional additional fiscal years, for an additional amount not to exceed \$150,000 per fiscal year, for a total additional cost of \$300,000 in order to complete additional tasks related to the San Gabriel Valley Greenway Network Strategic Implementation Plan and the development of projects within the San Gabriel River and Lower Los Angeles River Watersheds for an amount not to exceed \$2,050,000.

(2) WCA AGREES:

- a. To provide both level of effort services, as well as, specific deliverables in response to requests for assistance in the form of "task orders" from the DISTRICT that may include but not be limited to:
  - o Coordination, review, and evaluation of DISTRICT's request for proposal for third-party consultant services;

- Support the DISTRICT with third-party consultant collaboration and assist with managing third-party consultant activities;
  - Stakeholder meeting facilitation and committee participation (District's San Gabriel Valley Greenway Network Steering Committee and Technical Advisory Committee);
  - Assist in the development and implementation of community outreach in support of the STRATEGIC IMPLEMENTATION PLAN and the development of project concepts within the San Gabriel and Lower Los Angeles Rivers Watersheds;
  - STRATEGIC IMPLEMENTATION PLAN and related documents review and recommendations;
  - GIS Mapping;
  - Graphics;
  - Field Reconnaissance/Rapid Assessments of select project locations and/or thumbnail concepts related to the STRATEGIC IMPLEMENTATION PLAN and the development of project concepts within the San Gabriel and Lower Los Angeles Rivers Watersheds.
- b. To utilize the funds deposited by the DISTRICT only for the activities performed by WCA in response to specific task orders for assistance from DISTRICT and in accordance with the effective WCA Governing Board adopted billable rates for the performance period. Exhibit A: Fiscal Year 2017-18 WCA Governing Board Approved Billable Rate.
- c. To maintain satisfactory financial accounts, documents, and records for this AGREEMENT and accounting records to ensure funds deposited by the DISTRICT are used accurately and appropriately in accordance with the terms of this AGREEMENT and to place all funds deposited by the DISTRICT pursuant to this AGREEMENT in a discrete and separate interest-bearing account/fund for the sole purpose of funding activities in accordance with this AGREEMENT. Interest earned on the advanced deposits will be used solely to fund activities described in Section (2)a.
- d. To submit to the DISTRICT, for review and approval, a quarterly expenditure report for task orders for STRATEGIC IMPLEMENTATION PLAN and other project concept development requests, which at a minimum will contain the following information:
- Reporting period in which expenditures were incurred

- Expense classification for labor; if internal labor, provide labor detail by job classification shown on billable rate sheet
  - Number of units charged
  - Unit cost/hourly rate
  - Reimbursables (mileages, printing, etc.)
  - Total expenditure for reporting period
  - Brief description of service provided and/or task performed
  - Fund balance
- e. To return the balance of all unused funds to the DISTRICT at the end of AGREEMENT term.
- f. To indemnify, defend, and hold harmless the DISTRICT, including its officers, and employees, from and against any and all claims, demands, liability, damages (including, but not limited to, bodily injury, death, personal injury, or property damage), costs and expenses (including, but not limited to attorney fees and other litigation expenses) arising from or caused by any negligent act or omission, or any reckless or willful misconduct of WCA or any its officers, - or employees in the performance of any activities undertaken pursuant to this AGREEMENT. This indemnification will not apply to the extent that the claims, demands, liability or damages arise from the negligence, recklessness or willful misconduct of the DISTRICT or any of its officers, employees, or contractors. This indemnity will survive termination or expiration of the AGREEMENT.

(3) THE PARTIES FURTHER AGREE:

- a. This AGREEMENT shall not become effective until it has been duly executed by both PARTIES, and the date the AGREEMENT is signed by the second party to execute it shall be deemed the "Effective Date".
- b. The term of this AGREEMENT shall be for 5 years from the Effective Date.
- c. This AGREEMENT may be amended, modified, and canceled by the DISTRICT or the WCA by providing a written notice within sixty (60) calendar days to the other party.
- d. To cooperate fully with one another to attain the purposes of this AGREEMENT.



- e. During the performance of this AGREEMENT, the PARTIES and their contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40). Furthermore, the PARTIES and their contractors shall not deny family-care leave, medical-care leave, or pregnancy disability leave if same are required to comply with these laws. This clause shall be included in all contracts and subcontracts entered into to perform work provided for under this AGREEMENT.
- f. The PARTIES are, and shall at all times remain as to each other, wholly independent entities.
- g. 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 unless a PARTY has given the other PARTY a ten (10) days written notice of a new address:

Watershed Conservation Authority  
100 North Old San Gabriel Canyon Road  
Azusa, CA 91702  
Party Representative: Deborah Enos  
E-mail: <mailto:denos@wca.ca.gov>  
Phone: (626) 815-1019 x 112  
Fax: (626) 815-1269

Los Angeles County Flood Control District  
900 South Fremont Avenue, 11th Floor  
Alhambra, CA 91803  
Party Representative: Keith Lilley  
E-mail: [klilley@dpw.lacounty.gov](mailto:klilley@dpw.lacounty.gov)  
Phone: (626) 458-4309  
Fax: (626) 457-1526

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

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.

All PARTIES have been represented by counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its



IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

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

By \_\_\_\_\_  
Mark Pestrella, Chief Engineer

Date \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

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

Date \_\_\_\_\_

WATERSHED CONSERVATION AUTHORITY

By \_\_\_\_\_  
Mark Stanley, Executive Officer

Date \_\_\_\_\_