



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

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

August 03, 2010

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#20 AUGUST 3, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AGREEMENT WITH WATERSHED CONSERVATION AUTHORITY
TO FUND CONSULTANT TO PREPARE THE LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT/COUNTY OF LOS ANGELES EMERALD NECKLACE FEASIBILITY STUDY AND
IMPLEMENTATION PLAN
(SUPERVISORIAL DISTRICTS 1 AND 5)
(3 VOTES)**

SUBJECT

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into an agreement with Watershed Conservation Authority to prepare the Los Angeles County Flood Control District/County of Los Angeles Emerald Necklace Feasibility Study and Implementation Plan.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS 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 Watershed Conservation Authority, a Joint Powers Authority between the Los Angeles County Flood Control District and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, to contribute funds for consultant services in the preparation of the Los Angeles County Flood Control District/County of Los Angeles Emerald Necklace Feasibility Study and Implementation Plan.
2. Authorize payment of \$200,000 from the Los Angeles County Flood Control District's Fiscal Year 2010-11 Budget to Watershed Conservation Authority to fund a portion of the preparation of the Los Angeles County Flood Control District/County of Los Angeles Emerald Necklace Feasibility Study and Implementation Plan.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is for the Los Angeles County Flood Control District (LACFCD) to enter into an agreement with Watershed Conservation Authority (WCA) to fund a portion of the Los Angeles County Flood Control District/County of Los Angeles Emerald Necklace Feasibility Study and Implementation Plan (Feasibility Study and Implementation Plan). The agreement will be approved as to form by County Counsel and substantially similar to the one enclosed. LACFCD will pay WCA \$200,000 in cash to fund its portion of the Feasibility Study and Implementation Plan.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). The Feasibility Study and Implementation Plan will lead to projects that will provide additional and enhanced recreational opportunities for citizens of the County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

LACFCD's payment of \$200,000 will come from the Flood Fund. The payment is included in LACFCD's Fiscal Year 2010-11 Budget.

The estimated cost for the preparation of the Feasibility Study and Implementation Plan is approximately \$450,000. The remaining funds for the preparation of the Feasibility Study and Implementation Plan will be provided to WCA through grants from Southern California Edison and the California Community Foundation. WCA will execute a consultant agreement and utilize these monies for the administration and preparation of the Feasibility Study and Implementation Plan.

The cost of design, construction, maintenance, and operation of Emerald Necklace projects will be analyzed and considered in the Feasibility Study and Implementation Plan.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Emerald Necklace is a 17-mile loop of proposed and existing parks, greenways, bikeways, and multiuse trails along the San Gabriel River and the Rio Hondo between Peck Road Water Conservation Park in the north and Whittier Narrows Recreation Area in the south. A Vision Plan for the Emerald Necklace was proposed and developed in 2005 by Amigos de los Ríos, a California nonprofit organization, in conjunction with various cities and stakeholders. The Vision Plan noted opportunities for development of greening and tributary channel naturalization projects along and in proximity to the San Gabriel River and the Rio Hondo. Approximately half of the projects identified in the Vision Plan are within or include an area under the LACFCD or County of Los Angeles Department of Parks and Recreation jurisdiction.

On December 8, 2010, your Board authorized the Director of Public Works and the Director of Parks and Recreation to enter into a Memorandum of Understanding with Amigos de los Ríos to establish collaborative efforts to support the planning and implementation of Emerald Necklace projects. The Memorandum of Understanding has been fully executed.

The Feasibility Study and Implementation Plan will analyze the technical feasibility of the projects on the LACFCD or the County of Los Angeles right of way within the 17-mile Emerald Necklace proposed in the Vision Plan as well as other interconnecting linear greenway projects. The projects will then be prioritized based on public safety; community support and benefit; connectivity; and implementation, operation, and maintenance costs. Additionally, a Programmatic Environmental Impact Report will be prepared for the implementation plan. We will return to your Board for approval of the implementation plan and Programmatic Environmental Impact Report.

The funds paid to WCA will supplement its approved current fiscal year budget. The funding is consistent with the governing-by-laws and procedures of WCA.

ENVIRONMENTAL DOCUMENTATION

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.

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 Feasibility Study and Implementation Plan will further the development of aesthetic and recreational enhancement projects along the San Gabriel River and Rio Hondo, which will improve the quality of life for residents in the surrounding communities.

CONCLUSION

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

The Honorable Board of Supervisors
8/3/2010
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Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER
Director

GF:GH:lm

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

AGREEMENT

THIS AGREEMENT, made and entered into as of the date of the last PARTY signature set forth below by and between the Los Angeles County Flood Control District (hereinafter referred to as LACFCD), 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, Emerald Necklace is a 17-mile loop of proposed and existing parks, greenways, bikeways, and multiuse trails along the San Gabriel River and the Rio Hondo between Peck Road Water Conservation Park in the north and Whittier Narrows Recreation Area in the south; and

WHEREAS, a Vision Plan for the Emerald Necklace has been developed by Amigos de los Ríos, a California nonprofit organization, in conjunction with various cities and stakeholders, that identifies potential opportunities for development of greening and tributary channel naturalization projects along and in proximity to the San Gabriel River and the Rio Hondo, including projects proposed on property or facilities under the LACFCD or County of Los Angeles Department of Parks and Recreation jurisdiction; and

WHEREAS, WCA has proposed to retain a consultant to prepare the Los Angeles County Flood Control District/County of Los Angeles Emerald Necklace Feasibility Study and Implementation Plan (hereinafter referred to as FEASIBILITY STUDY AND IMPLEMENTATION PLAN) that will analyze the technical feasibility of the projects identified in the Vision Plan that are proposed for property or facilities under LACFCD or the County of Los Angeles Department of Parks and Recreation jurisdiction, and prioritize those projects determined to be technically feasible based on public safety, community support and benefit, connectivity, and implementation and operation and maintenance costs; and

WHEREAS, the LACFCD has determined that the FEASIBILITY STUDY AND IMPLEMENTATION PLAN will be useful to the LACFCD and wishes to contribute to the preparation of FEASIBILITY STUDY AND IMPLEMENTATION PLAN.

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

(1) LACFCD AGREES:

- a. To deposit \$200,000 with WCA for the administration and preparation of FEASIBILITY STUDY AND IMPLEMENTATION PLAN.
- b. To provide to WCA the Scope of Work for the consultant contract described in Section (2).

(2) WCA AGREES:

- a. To solicit proposals for, award, and administer a consultant contract for the preparation of FEASIBILITY STUDY AND IMPLEMENTATION PLAN based on the Scope of Work provided by the LACFCD.
- b. To utilize the funds deposited by the LACFCD only for the preparation of FEASIBILITY STUDY AND IMPLEMENTATION PLAN.
- c. To award a consultant contract for the preparation of FEASIBILITY STUDY AND IMPLEMENTATION PLAN within Fiscal Year 2010-11. If a consultant contract for the preparation of FEASIBILITY STUDY AND IMPLEMENTATION PLAN is not awarded by the end of Fiscal Year 2010-11, this AGREEMENT shall be deemed canceled.
- d. To provide the LACFCD with an electronic copy and five (5) hard copies of the completed FEASIBILITY STUDY AND IMPLEMENTATION PLAN and to obtain a license from the consultant, in favor of the LACFCD, to reproduce FEASIBILITY STUDY AND IMPLEMENTATION PLAN as necessary for the use of the LACFCD.
- e. To return the unused portion of all funds deposited by the LACFCD if the project is canceled for any reason.

(3) THE PARTIES FURTHER AGREE:

- a. To cooperate fully with one another to attain the purposes of this AGREEMENT.
- b. That WCA intends to fund the costs of FEASIBILITY STUDY AND IMPLEMENTATION PLAN as described in Exhibit A. If WCA is unable to obtain the funding from the third parties described in Exhibit A, WCA may cancel this AGREEMENT.
- c. During the performance of this AGREEMENT, 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, or age (over forty [40]). Furthermore, PARTIES and their contractors shall not deny family care leave, medical care leave, or pregnancy disability leave. This clause shall be included in all contracts and subcontracts entered into to perform work provided for under this AGREEMENT.
- d. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the

authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- e. The PARTIES are, and shall at all times remain as to each other, wholly independent entities.
- f. 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 PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference, unless a PARTY has given the other PARTY a ten (10)-day written notice of a new address.
- g. This AGREEMENT shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, neither PARTY may assign its respective rights or obligations under this AGREEMENT without the prior written consent of the other PARTY.
- h. This AGREEMENT is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- i. 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.
- j. All PARTIES have been represented by counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its PARTIES and shall be rectified by amending this AGREEMENT as described in paragraph (3)f.
- k. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this AGREEMENT on behalf of such PARTY.

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

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

By _____
Chief Engineer

_____ Date

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

_____ Date

WATERSHED CONSERVATION AUTHORITY

By _____
Chair

_____ Date

APPROVED AS TO FORM:

By _____
Deputy Attorney General

_____ Date

EXHIBIT A

Los Angeles County Flood Control District/County of Los Angeles
Emerald Necklace Feasibility Study and Implementation Plan
Funding Contributions

Agency	Agreed Contribution
California Community Foundation	\$100,000
Los Angeles County Flood Control District	\$200,000
Southern California Edison	\$150,000
Total	\$450,000

EXHIBIT B

Los Angeles County Flood Control District/County of Los Angeles
Emerald Necklace Feasibility Study and Implementation Plan
Responsible Agencies Representatives

1. Watershed Conservation Authority
100 North Old San Gabriel Canyon Road
Azusa, CA 91702

Party Representative: Belinda Faustinos
E-mail: <mailto:bfaustinos@rmc.ca.gov>
Phone: (626) 815-1019 Extension 100
Fax: (626) 815-1269

2. Los Angeles County Flood Control District
900 South Fremont Avenue
Watershed Management Division, 11th Floor
Alhambra, CA 91803

Party Representative: Lani Alfonso
E-mail: lalfonso@dpw.lacounty.gov
Phone: (626) 458-7165
Fax: (626) 457-1526