



MARK PESTRELLA, Director

**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>

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

IN REPLY PLEASE
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

68 July 12, 2022

CELIA ZAVALA
EXECUTIVE OFFICER

July 12, 2022

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 BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE
CITY OF ARCADIA TO REPLACE TREES REMOVED DURING THE SANTA ANITA DEBRIS
BASIN EMERGENCY SEDIMENT REMOVAL PROJECT ON CITY OF ARCADIA PROPERTY
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of a cooperative agreement between the Los Angeles County Flood Control District and the City of Arcadia to plant trees on City of Arcadia property to replace trees removed from the Santa Anita Debris Basin during the Emergency Sediment Removal Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended action is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Authorize the Chief Engineer or his designee to execute the cooperative agreement on behalf of the District to provide for the planting of approximately 463 new trees by the City of Arcadia at a cost to the District of \$336 per tree, with a total cost of \$155,568.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles County Flood Control District (District) operates the Santa Anita Debris Basin (Basin) flood control facility located within the City of Arcadia (City). The District completed an emergency project to remove accumulated sediment from the Basin in response to the conditions created by the Bobcat Fire, which involved the removal of 188 trees from the Basin. The District proposes to provide up to three new trees for each tree removed during the project. The City has various properties in the vicinity of the project suitable to plant the replacement trees.

The purpose of the recommended actions is to authorize the Chief Engineer to enter into the enclosed cooperative agreement (Agreement), which provides for the City to plant and maintain the new trees on City property in exchange for a contribution from the District of \$336 per tree for 463 trees (\$155,568 total). The Agreement sets forth the terms and conditions under which the City will plant the trees and the District will make the contribution to the City. The Agreement will indemnify the District from any liability arising out of or in connection to any work performed by the City.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by improving the quality of life for residents in these communities, which will be enhanced with the planting of new trees.

FISCAL IMPACT/FINANCING

There is no impact to the County General Fund.

The Agreement is for \$155,568 and funding is available in the Flood Control District Fund (B07) for Fiscal Year 2022-23.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the Agreement and will approve it as to form, prior to execution by the Chief Engineer of the District.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA). The proposed Agreement is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 of the State CEQA Guidelines and Class 1, subsections (j) and (x) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, the proposed project will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Agreement will have no impacts on current services.

CONCLUSION

Please return an adopted copy of this letter to Public Works, Stormwater Maintenance Division.

Respectfully submitted,



MARK PESTRELLA, PE
Director

MP:DB:sg

Enclosures

c: Auditor-Controller (Accounting Division)
County Counsel (Mark Yanai)
Chief Executive Office (Chia-Ann Yen)
Executive Office

AGREEMENT

THIS AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as the DISTRICT), a body corporate and politic, and the CITY OF ARCADIA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY).

RECITALS

WHEREAS, the DISTRICT operates the Santa Anita Debris Basin (hereinafter referred to as BASIN) flood control facility located within the CITY boundary;

WHEREAS, the DISTRICT implemented a project to remove accumulated sediment from the BASIN in response to the conditions created by the Bobcat Fire emergency project (hereinafter referred to as PROJECT);

WHEREAS, the PROJECT removed trees from the BASIN and the DISTRICT proposes to provide for a similar number of new trees to be planted within DISTRICT property adjacent to the BASIN and planted outside the BASIN, on property of the CITY and in the parkways of CITY streets;

WHEREAS, the CITY has various properties suitable to plant new trees;

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

(1) THE DISTRICT AGREES:

- a. To pay the CITY a one-time lump sum amount of \$155,568 (\$336 per tree X 463 trees).

(2) CITY AGREES:

- a. Upon receipt of the payment from the DISTRICT, described in Section (1) above, to identify locations on CITY properties that are suitable for the planting of new trees and plant 463 new trees on CITY properties or in the parkways of CITY streets.
- b. To use the payment received from the DISTRICT only for the planting of new trees on CITY properties or in the parkways of CITY streets.
- c. To plant the new trees within 5 years after receiving payment from the DISTRICT.
- d. To only plant new trees that are species listed on the CITY planting palette.

- e. Annually, to notify the DISTRICT of the number of new trees and their species, and locations planted by CITY pursuant to this AGREEMENT.
- f. After planting, to be responsible for the maintenance of the trees at no cost to the DISTRICT.

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

- a. Each tree that is planted pursuant to this AGREEMENT shall be the property of the CITY and the DISTRICT shall have no further rights or responsibilities with respect to the trees.
- b. Any correspondence, communication, or contact concerning this AGREEMENT, shall be directed to the following:

CITY: Public Works Services Department
11800 Goldring Road
P.O. Box 60021
Arcadia, CA 91066-6021

DISTRICT: Stormwater Maintenance Division
900 S. Fremont Avenue
Alhambra, CA 91803

- c. The DISTRICT shall indemnify, defend, and save harmless the CITY and its officers and employees from and against any claims or liability imposed for any injury (as defined by Government Code, Section 810.8), arising out of or in connection with any work performed by the DISTRICT referenced in this AGREEMENT.
- d. The CITY shall indemnify, defend, and save harmless the DISTRICT and its officers and employees from and against any claims or liability imposed for any injury (as defined by Government Code, Section 810.8), arising out of or in connection with any work performed by the CITY referenced in this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF ARCADIA on _____, 2022, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2022.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

By _____
Chief Engineer

APPROVED AS TO FORM:

DAWYN HARRISON
Acting County Counsel

By _____
Deputy

CITY OF ARCADIA

By _____
Dominic Lazzaretto
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
Stephen P. Deitsch
City Attorney

DC

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