

MOTION BY SUPERVISOR HOLLY J. MITCHELL

November 7, 2023

First Amendment to the Joint Exercise of Powers Agreement of the Baldwin Hills Regional Conservation Authority

The Baldwin Hills Regional Conservation Authority (BHRCA), a Joint Powers Authority, was established in 1999 by the County of Los Angeles (County) Board of Supervisors (Board) and the Santa Monica Mountains Conservancy (SMMC) for the purpose of acquiring, expanding, and improving open space in Baldwin Hills, where critical open space opportunities are available in the urban core of the County. The BHRCA Governing Board includes: the member of the Board representing Baldwin Hills, who serves as Chair; the Director of the Department of Parks and Recreation (DPR), who serves as Vice Chair; two public members appointed by the SMMC; and one public member nominated by the Chair and Vice Chair. Since its inception, BHRCA has been an active partner in parkland acquisition and development projects in Baldwin Hills and along Ballona Creek, helping expand and improve open space, natural habitat, and recreational opportunities within the County’s Second Supervisorial District. The County plays a central role in this partnership, as BHRCA acquires parkland and DPR stewards and maintains this critical urban parkland.

In 2000, after the establishment of the BHRCA, the State of California (State) established the Baldwin Hills Conservancy within the Natural Resources Agency with a similar mission to acquire and develop open space and recreational opportunities in the

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MOTION

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Baldwin Hills area. In 2022, Senate Bill 1052, “Baldwin Hills Conservancy Expansion,” passed, expanding the Baldwin Hills Conservancy’s geography to include the southern Ballona Creek Watershed and Upper Dominguez Channel area, and renaming the conservancy the Baldwin Hills and Urban Watersheds Conservancy (BHUWC). Given the overlapping missions of BHRCA and BHUWC, it is indeed appropriate that BHUWC become a member of BHRCA to represent the State’s interests and remove SMMC as a member agency. This substitution of BHUWC for SMMC as a BHRCA member was first proposed on a consensus basis at BHRCA’s September 2021 Governing Board meeting. After further discussion of legal, administrative, and financial implications, the First Amendment to the Joint Exercise of Powers Agreement was reviewed by BHRCA’s Counsel and approved by the BHUWC Governing Board at their December 16, 2022, meeting. The Amendment was subsequently approved by the SMMC Governing Board at their June 26, 2023, meeting. Upon consideration and approval of the County Board, the Amendment will be fully executed substituting BHUWC for SMMC as a member of BHRCA.

The Amendment is not subject to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed action to amend the Joint Exercise of Powers Agreement is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

I THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:

1. Find the recommended action is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board motion; and
2. Approve the attached First Amendment to the Joint Exercise of Powers Agreement of the Baldwin Hills Regional Conservation Authority to replace Santa Monica Mountains Conservancy with Baldwin Hills and Urban Watersheds Conservancy as a member agency.

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(LM)

**FIRST AMENDMENT TO THE
JOINT EXERCISE OF POWERS AGREEMENT OF THE
BALDWIN HILLS REGIONAL CONSERVATION AUTHORITY**

This First Amendment to Joint Exercise of Powers Agreement of the Baldwin Hills Regional Conservation Authority (the "Authority"), is made as of _____, 2023, (the "First Amendment"), by and between the County of Los Angeles, a body corporate and politic (the "County"), the Santa Monica Mountains Conservancy, an agency of the State of California (the "SMMC") and the Baldwin Hills and Urban Watersheds Conservancy, an agency of the State of California (the "BHUWC").

RECITALS

WHEREAS, the Authority was initially formed in 1999 pursuant to a Joint Exercise of Powers Agreement by and between the County and the SMMC (the "JPA Agreement") for the purpose of providing for a comprehensive program to acquire, expand and improve open space, natural habitat and recreational opportunities within the Baldwin Hills, to improve connections between the Baldwin Hills and other natural and recreational areas, including Ballona Creek, and for the conservation, protection of natural habitat restoration, and environmental enhancement of the Baldwin Hills area and protection of the Ballona Creek watershed and water quality; and

WHEREAS, the SMMC and the BHUWC recognize that the State of California's interests in the Baldwin Hills area can be best served by replacing the SMMC with the BHUWC as a member agency; and

WHEREAS, the BHUWC has a demonstrated record of success in providing open space and recreation opportunities within the Baldwin Hills region and desires to assist in the protection, enhancement, and appropriate recreational development of urban space areas and the pursuit of outside funding sources at local, state, and federal levels so that the benefits of natural lands and open space can be more equitably distributed among all residents of the greater Los Angeles Metropolitan Area; and

WHEREAS, pursuant to Section 22 of the JPA Agreement, the provisions of the JPA Agreement may be amended upon the unanimous agreement of the parties to the Agreement; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and pursuant to the Joint Exercise of Powers Act (Gov. Code §§ 6500 et seq.), the County, the SMMC and the BHUWC agree as follows:

1. **ADDITION OF A NEW MEMBER AGENCY.** The JPA Agreement is hereby amended by adding the BHUWC as an additional party thereto. By its execution of this First Amendment, the BHUWC shall become a member agency of the Authority for all purposes thereof and shall be deemed a signatory to the JPA Agreement. From and after the Effective Date of this First Amendment, the BHUWC shall be deemed a "Party" or "Member Agency" of the JPA Agreement within the meaning thereof. As of the Effective Date of this First Amendment, all references to the "Conservancy" in the JPA Agreement shall mean the BHUWC.

2. **REMOVAL OF THE SMMC AS A MEMBER AGENCY.** The JPA Agreement is hereby further amended by removing the SMMC as a member agency of the Authority. By its execution of this First Amendment, the SMMC shall cease to be a member agency of the Authority for all purposes thereof. The SMMC hereby represents and warrants that it has not incurred any debt, liability, or obligation on behalf of the Authority and shall not seek any reimbursements from the Authority. Upon the Effective Date, the SMMC hereby releases and discharges the Authority and the County, each of their respective assigns and successors, and each of their directors, officers, employees, and agents, from any all claims, actions, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including without limitation, court cost and attorneys' fees), damages, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, arising or accruing before the Effective Date, based on arising out of, or in connection with the operation of the Authority since its inception, including without limitation, the ownership, management, development, and disposition of its assets.

The SMMC agrees and acknowledges that the release contained herein applies to both known and unknown claims and agrees to waive the benefits of California Civil Code section 1542, which states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

3. **MEETINGS.** Section 7.0 of the JPA Agreement shall be deleted in its entirety and replaced with the following:

The Governing Board shall provide for its regular meetings provided that it shall hold at least two regular meetings each year and such further meetings as may be reasonable. All meetings of the Governing Board shall be called, held, and conducted in accordance with the provisions of the Ralph M. Brown Act and with such further rules of the Governing Board as are not inconsistent therewith.

4. **ADMINISTRATION.** Section 10.1 of the JPA Agreement shall be deleted in its entirety and replaced with the following:

The Executive Officer of the Conservancy shall serve ex officio, without additional compensation, as Executive Officer of the Authority. The Authority may appoint a new Executive Officer of the Authority, to serve at the pleasure of the Authority Board on such terms as the Authority Board may provide.

5. **EFFECT OF AMENDMENT.** The JPA Agreement shall remain in full force and effect, except as referenced herein, and the Authority shall continue its existence as a joint exercise of

powers agency under the laws of the State of California, at all times following the execution and delivery of this First Amendment.

6. **EFFECTIVE DATE.** This First Amendment shall take effect immediately upon the adoption of a resolution and/or appropriate action approving the execution and delivery hereof by the respective governing bodies of the County, the SMMC, and the BHUWC.

7. **GOVERNING LAW.** This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

8. **COUNTERPARTS.** This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy County Counsel


COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name:
Title:

SANTA MONICA MOUNTAINS
CONSERVANCY

By: 
Name: Joseph T. Edmiston, FAICP, ASLA
Title: Executive Director

BALDWIN HILLS AND URBAN
WATERSHEDS CONSERVANCY

By: 
Name: David F. McNeill
Title: Executive Officer