



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
REFER TO FILE

January 21, 2025

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

16 January 21, 2025

EDWARD YEN
EXECUTIVE OFFICER

**WATER RESOURCES CORE SERVICE AREA
WATERSHED CONSERVATION AUTHORITY
FISCAL YEAR 2024-25 ANNUAL BUDGET
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Watershed Conservation Authority's annual budget for Fiscal Year 2024-25 to continue the development and implementation of multiuse projects that enhance flood protection while also providing open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watersheds.

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

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this letter and the records of Public Works.
2. Approve the Fiscal Year 2024-25 Budget for the Watershed Conservation Authority.
3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to contribute \$51,500 to the Watershed Conservation Authority for Fiscal Year 2024-25.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the enclosed Watershed Conservation Authority (WCA) annual budget for Fiscal Year (FY) 2024-25 (Enclosure A) and approve a contribution by the Los Angeles County Flood Control District to the WCA for FY 2024-25 in the amount of \$51,500. The Board's approval will allow the WCA to commence receipt and disbursement of funds in conformance with the adopted budget.

The WCA is a joint powers agency comprised of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the District. The enclosed Joint Powers Agreement that created the WCA was approved by the Board on April 1, 2003 (Enclosure B). Creation of the WCA was authorized pursuant to the Joint Exercise of Powers Act, Government Code, Section 6500, et seq. The role of the WCA is to facilitate the development and implementation of a comprehensive program to improve open space and recreational opportunities within the San Gabriel and Lower Los Angeles Rivers Watershed that are consistent with the District's objectives of flood protection, groundwater recharge, and water conservation. The WCA is also empowered to acquire and protect lands for watershed protection, conservation, natural open space, and recreational purposes in furtherance of those objectives.

The terms of the agreement require the WCA to adopt an annual budget and submit it to the governing boards of the District and RMC for approval and prohibits the WCA from disbursing any funds except pursuant to a budget that has been approved by the District and RMC.

On January 9, 2024, the Board approved and authorized the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute the enclosed Second Amendment (Enclosure C) to WCA Joint Exercise of Powers Agreement to increase the annual maximum contribution by the District from \$25,500 to \$50,000 for FY 2023-24; and to increase the maximum contribution amount in future fiscal years based on changes in the Consumer Price Index (CPI). The proposed contribution amount of \$51,500 represents the CPI-adjusted amount for FY 2024-25.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal F, Community Connections, Strategy i, by strengthening the partnerships with community-based organizations to effectively manage and leverage resources.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The proposed projects and other expenditures identified in the budget will be funded by rental income from leases of WCA property and various grants awarded to the WCA in addition to the District and RMC contributions. Approval of the budget will enable the WCA to commence and continue implementing projects of mutual interest to the District and RMC.

Sufficient funds to cover the District's contribution is included in the FY 2024-25 Flood Fund Budget (B07-Other Charges).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The WCA budget for FY 2024-25 has been adopted by the governing board of the WCA and approved by the governing board of the RMC. Copies of the WCA and RMC Resolutions are included in the budget (Resolution Nos. 2024-67 and 2024-24 respectively).

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the California Environmental Quality Act Guidelines.

The proposed actions would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment and/or are organizational or administrative activities of government which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approving the recommended actions will not have an impact on County services or projects currently planned. The District will benefit from this action through the sustained operation of the WCA and its development of projects of mutual interest.

CONCLUSION

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

Respectfully submitted,



MARK PESTRELLA, PE

Director

MP:MF:lgu

Enclosures

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

WATERSHED CONSERVATION AUTHORITY
CONSOLIDATED BUDGET FISCAL YEAR 2024-2025

	Mid Year Budget Update FYE 2024	Actual as of 4/30/2024	Forecasted FYE 2025	\$ Change Mid Year Budget Update FYE 2024 vs. Budget FYE 2025
Revenues				
General Administrative & Operating Revenue				
JPA Contributions				
LA County Flood Control District	50,000	50,000	51,500	1,500
Rivers and Mountains Conservancy	78,251	78,251	80,599	2,348
Lease Revenue	292,793	246,538	189,025	(103,767)
Property Management Contribution - RMC	81,243	81,243	83,681	2,437
Fees-Citation	9,011	-	-	(9,011)
Fees- Filming/Permits	15,000	11,500	7,000	(8,000)
Indirect Collected from Eligible Grants	192,752	59,679	195,888	3,136
Utilities Reimbursements	2,400	703	2,400	0
Subtotal-General Administrative & Operating	721,450	527,914	610,093	(111,358)
Grants and Special Projects Revenue				
Grant-Rivers & Mountains Conservancy ^{1,2,5,6,7}	3,903,734	873,595	7,068,167	3,164,434
Grant-LA County Flood Control District ^{1,3,5}	213,849	150,000	108,775	(105,074)
Grant-SEP ^{2,5}	286,542	41,552	434,953	148,411
Grant-Federal Funds ^{1,5,7}	148,024	-	59,000	(89,024)
Grant-Other State Funds ^{4,5}	15,029	454,217	122,000	106,971
Grant-Other County & Local Funds ^{2,5}	124,220	84,855	114,000	(10,220)
Subtotal-Grants and Special Projects	4,691,397	1,604,220	7,906,895	3,215,497
Total Revenue	5,412,847	2,132,134	8,516,987	3,104,140
Expenses				
General Administrative Expenses				
Fiscal Services Auditor-Controller	80,000	80,000	80,000	0
Legal Services	5,360	912	5,360	0
Information Technologies	29,000	31,149	42,226	13,226
Travel	500	-	500	0
Financial Audit Services	5,719	-	20,000	14,281
Insurance/Insurance Bond	232	221	232	0
Training/Conferences	1,000	-	1,000	0
Meeting Supplies	100	-	100	0
Other/Not Classified	7,500	44	7,500	0
Wireless Phones	6,000	1,461	2,000	(4,000)
Personnel Services	6,000	4,732	6,000	0
Office Supplies	700	497	700	0
Postage & Delivery	220	223	300	80
Printer Supplies	50	-	50	0
Equipment & Software	32,000	18,492	7,000	(25,000)
Subtotal-General Administrative	174,381	137,731	172,968	(1,413)
Personnel				
Salaries (Include Compensation Plan Adjustment)	530,866	429,729	426,110	(104,756)
Benefits	116,702	43,991	64,232	(52,470)
Benefits Plan Provider Admin Cost	1,593	-	1,593	0
Employer Taxes	54,096	38,406	29,774	(24,322)
Subtotal-Personnel	703,257	512,126	521,709	(181,548)
General Operational Expenses				
Insurance	63,724	64,852	64,852	1,128
Security	2,319	1,841	2,319	0
Building Maintenance and Repair	6,477	6,414	6,477	0
Grounds Maintenance and Repair	5,000	1,250	5,000	0
Electricity	18,751	14,192	18,751	0
Propane	10,000	6,014	10,000	0
Other Utilities	983	815	983	0
Waste Removal	13,500	7,946	13,500	0
Water System Operation/Irrigation	46,880	36,687	15,380	(31,500)
Property Management	20,000	9,013	20,000	0
Deferred Maintenance Contingency	30,722	-	30,722	0
Janitorial Services	10,507	8,114	11,400	893
Ranger Services	139,400	131,991	100,000	(39,400)
Weed Abatement	3,000	-	3,000	0
Property Tax	729	732	732	3
Subtotal-General Operational	371,992	289,861	303,116	(68,876)
Grants and Special Projects Total Expense-Capital Outlay				
Grant-Rivers & Mountains Conservancy	3,510,081	2,167,748	6,634,171	3,124,090
Grant-LA County Flood Control District	145,921	161	103,645	(42,276)
Grant-SEP	257,216	64,846	428,990	171,774
Grant-Federal Funds	140,000	-	50,000	(90,000)
Grant-Other State Funds	15,000	-	108,800	93,800
Grant-Other County & Local Funds	95,000	4,915	100,000	5,000
Subtotal-Grants and Special Projects	4,163,218	2,237,669	7,425,605	3,262,387
Total Expense	5,412,847	3,177,386	8,423,398	3,010,551
Change In Net Position Before Transfers	0	(1,045,253)	93,589	93,589

- 1 - Labor Eligible to be Reimbursed at Salary & EB Rate
2 - Labor Eligible to be Reimbursed at Admin & Billable Rate
3 - Labor Reimbursed at Consultant Rate
4 - Labor Reimbursed at Grantor Approved Compensation Rate
5 - Payment by Reimbursement
6 - Payment by Advance Request
7 - Eligible for 10% - 20% for Indirect Costs

Resolution 2024-67

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On May 16, 2024



Vincent Chang
Governing Board Chair

ATTEST: 

Elizabeth St. John
Deputy Attorney General

May 16, 2024 – Item 14

RESOLUTION 2024-67

**RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY APPROVING
A PRELIMINARY BUDGET FOR FISCAL YEAR 2024/2025**

WHEREAS, The Watershed Conservation Authority has been established as a joint powers agency between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District); and

WHEREAS, the Watershed Conservation Authority (WCA) has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, this action approves a preliminary budget for Fiscal Year 2024/2025; and

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act; NOW

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated May 16, 2024.
4. **APPROVES** the Watershed Conservation Authority a preliminary budget for Fiscal Year 2024/2025.

~ End of Resolution ~

//

Motion: Roberto Uranga Second: Victoria Paul

Ayes: 4 Nays: 0 Abstentions: 0

June 17, 2024 – Item 14

RESOLUTION 2024-24

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES
RIVERS AND MOUNTAINS CONSERVANCY (RMC) APPROVING THE
WATERSHED CONSERVATION AUTHORITY FINAL FY 2024/2025 BUDGET

WHEREAS, the legislature has found and declared that the San Gabriel River and its tributaries, the Lower Los Angeles River and its tributaries, and the San Gabriel Mountains, Puente Hills, and San Jose Hills constitute a unique and important open space, environmental, anthropological, cultural, scientific, educational, recreational, scenic, and wildlife resource that should be held in trust to be preserved and enhanced for the enjoyment of, and appreciation by, present and future generations; and

WHEREAS, the RMC is a state agency created to acquire and manage public lands within the Lower Los Angeles River and San Gabriel River watersheds, and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement and wildlife and habitat restoration and protection; and

WHEREAS, the Los Angeles County Flood Control District (“DISTRICT”), is a flood control district, whose purpose is to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property; and

WHEREAS, it is the goal of both the RMC and the DISTRICT to provide 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; and

WHEREAS, The Watershed Conservation Authority has been established as a joint powers agency between the RMC and the District to implement projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, The RMC must approve the Watershed Conservation Authority final budget; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

Therefore be it resolved that the RMC hereby:

- 1 FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Division 22.8 of the Public Resources Code.
- 2 FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.

Resolution No. 2020-29

- 3 ADOPTS the staff report dated June 17, 2024.
- 4 APPROVES the final budget for FY 2024/2025 budget for the Watershed Conservation Authority.

~ End of Resolution ~

Passed and Adopted by the Board of the
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY on June 17, 2024.

Motion Fred Jung Second: Roberto Uranga

Ayes: 11 Nays: 0 Abstentions: 0

DocuSigned by:



Ali Saleh, Chair

DocuSigned by:



Elizabeth St. John
Deputy Attorney General

ATTEST:



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

→ DEPARTMENT OF PUBLIC WORKS

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March 6, 2003

IN REPLY PLEASE
REFER TO FILE: WM-6

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

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APR 01 2003

Violet Varona Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

Dear Supervisors:

**WATER CONSERVATION AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT
SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5
3 VOTES**

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

Approve and sign the enclosed Water Conservation Authority Joint Exercise of Powers Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) proposes to enter into a Joint Powers Agreement with the Los Angeles County Flood Control District to create a new Joint Powers Authority (JPA) to pursue projects of mutual interest.

The JPA will facilitate development and implementation of a more comprehensive program to improve open space and recreational opportunities for 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. The JPA would also contemplate acquisition and protection of lands for watershed protection, conservation, natural open space, and recreational purposes. This program is consistent with the RMC's San Gabriel and Los Angeles Rivers Watershed and Open Space Plan approved by your Board on May 14, 2002. This program will also

facilitate the RMC's funding of projects identified in the Los Angeles and San Gabriel Rivers Master Plans. This collaborative effort should foster partnerships needed to more efficiently manage the maintenance, security, and liability aspects associated with implementing these projects.

It is proposed that the governing board of the JPA consist of four members from the RMC Board and four members of the Board of Supervisors or their designees from Supervisorial Districts 1, 2, 4, and 5. The Director of Public Works would serve as a nonvoting ex-officio member of the governing board. It is anticipated that the governing board will be filled immediately after the JPA is approved by your Board.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Fiscal Responsibility by developing a partnership to effectively manage our resources and Organizational Effectiveness due to cross jurisdictional collaboration.

FISCAL IMPACT/FINANCING

This program will facilitate the RMC's ability to award State dollars to fund projects of mutual interests.

The agreement provides for both parties to make monetary contributions to the JPA. The District's contribution shall not exceed \$25,000 in any fiscal year, plus \$500 per annum to cover costs of mailing notices and other required expenditures. The agreement also provides for the mutual exchange of services by the parties without payment of any consideration other than those services provided by the other party. The funds will come from the Flood Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement is authorized pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq.)

ENVIRONMENTAL DOCUMENTATION

Approving the Joint Powers Agreement is not an action subject to the provisions of the California Environmental Quality Act (CEQA) in that it can be seen with certainty that the Joint Powers Agreement will not result in a direct or reasonably foreseeable indirect physical change in the environment [Section 15061(b)(3) of the State CEQA guidelines].

The Honorable Board of Supervisors
March 6, 2003
Page 3

Approving this Joint Powers Agreement will have no environmental impact. Any project that may be proposed under the JPA and pursued for construction or implementation will undergo the appropriate environmental review.

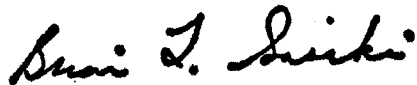
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this Joint Powers Agreement would not have a significant negative impact on the current level of services provided by the District or by the County of Los Angeles.

CONCLUSION

Please return three approved copies of the Joint Powers Agreement and three copies of this letter to Public Works.


Respectfully submitted,



JAMES A. NOYES
Director of Public Works

TSS:sv
P:\WMPUB\ISGR Watershed\HOA_167220_1brdltr.wpd

Enc.

 cc: Chief Administrative Office
County Counsel (Yanai)
Department of Regional Planning
Department of Parks and Recreation
Rivers and Mountains Conservancy

bc: Watershed Management (Schales)

**WATERSHED CONSERVATION AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

PREAMBLE

Whereas, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy was established in 1999 to acquire and manage public lands within the Lower Los Angeles River and San Gabriel River watersheds, and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement, wildlife and habitat restoration and protection; and

Whereas, The Los Angeles County Flood Control District is a flood control district, the objects and purposes of which are to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property in said district.

Whereas, The Los Angeles County Flood Control District is further authorized to provide, by agreement with other public agencies or private persons or entities, for the recreational use of the lands, facilities, and works of such district which shall not interfere, or be inconsistent, with the primary use and purpose of such lands, facilities, and works for flood control and water conservation, and to preserve, enhance, and add recreational features to its properties for the protection, preservation, and use of the scenic beauty and natural environment; Now

Therefore, Pursuant to the Joint Exercise of Powers Act (Government Code § 6500 *et seq.*) the San Gabriel and Lower Los Angeles Rivers and Mountains RMC (hereinafter RMC and the Los Angeles County Flood Control District (hereinafter District) agree as follows:

1. PURPOSE

1.0. The purpose of this agreement is to provide 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.

1.1. As a further necessary and integral purpose of this agreement, the acquisition and protection of lands for watershed protection, conservation, natural open space, and recreational purposes is contemplated using existing resources and additional resources that may be available by virtue of the joint efforts of the parties to this agreement.

1.2. Acquisition may be by way of gift, devise, purchase, or exchange and shall extend to any interest in real or personal property necessary to carry out the purposes of this agreement.

2. COMMON POWERS

2.0. The parties hereto agree to exercise their common powers to the maximum extent thereof for the purposes of implementing this agreement, including, but not limited to, all the powers specified in Joint Exercise of Powers Act, codified in Chapter 5 of Division 7 of Title 1 of the Government Code (commencing with § 6500), as may be amended during the term of this Agreement.

2.1. Except as otherwise provided in paragraph 2.3 below, such powers are subject to the restrictions upon the manner of exercising the powers as imposed upon the District as provided in, and for the purposes of, Government Code § 6509.

2.2. The AUTHORITY shall have no power to acquire property by eminent domain or to raise revenues and/or incur debt through taxation, assessment and/or levy of any kind. Notwithstanding the foregoing prohibition, a party to this agreement may form a benefit district or incur debt, within its individual boundaries and utilizing its statutory authority, in furtherance of the purposes of the AUTHORITY.

2.3 The AUTHORITY shall be subject to all laws (including building ordinances and zoning ordinances), regulations and general and specific plans of any city or county in which the AUTHORITY proposes to take action.

3. JURISDICTION

3.0. For purposes of this agreement, the San Gabriel and Lower Los Angeles Rivers Watershed Area shall include such areas as may be needed to provide additional open space and recreational amenities that will further the purposes of this agreement within the following territory:

- (a) The hydrologic basin or watershed that coincides with the upper San Gabriel River watershed, including the Upper Rio Hondo tributary, but not including any land area within the Santa Monica Mountains Conservancy as described in Chapter 2 (commencing with Section 33100) and Chapter 3 (commencing with Section 33200) of Division 23. The hydrologic basin or watershed is bounded by the San Gabriel Mountains to the north, the San Jose Hills to the east, the Puente Hills to the south, and by a series of hills and the Raymond Fault to the west.
- (b) The hydrologic basin or watershed that coincides with the lower San Gabriel River watershed.
- (c) The San Gabriel Mountains, including the Foothills Mountains Conservancy and the Puente Hills and San Jose Hills area, except any land area within the Santa Monica Mountains Conservancy as described in Chapter 2 (commencing with Section 33100) and Chapter 3 (commencing with Section 33200) of Division 23.
- (d) The hydrologic basin or watershed that coincides with the lower Los Angeles River south of the northernmost boundary of the City of Vernon, as of June 1, 1999, except any land area within the Santa Monica Mountains Conservancy, as described in Chapter 2 (commencing with Section 33100) and Chapter 3

(commencing with Section 33200) of Division 23.

- (e) The AUTHORITY, upon approval of all the parties to this Agreement, may acquire property, or engage in activities outside the San Gabriel and Lower Los Angeles Rivers Watershed area as defined in section 3.0 of this Agreement, to the extent necessary to carry out the purposes set forth in Section One of this Agreement.

4. SEPARATE ENTITY

4.0. The "Watershed Conservation Authority" (hereinafter "AUTHORITY") is hereby established as a separate public entity within the meaning, and for the purposes of, the Joint Exercise of Powers Act (Government Code § 6500 *et seq.*).

5. GOVERNING BOARD

5.0. The Authority shall be governed by a "board constituted pursuant to the agreement" within the meaning of Government Code § 6506.

5.1. The Governing Board of the AUTHORITY shall consist of eight (8) voting members and one (1) non-voting member as follows:

- (a) Four voting members appointed by the Governing Board of the RMC, none of whom shall be a member appointed by the Los Angeles County Board of Supervisors.
- (b) The four voting members of the Board of Supervisors of the Los Angeles County Flood Control District, or their designees, who represent the areas or portions thereof contained within the territory for the RMC.
- (c) The Director of the Los Angeles County Department of Public Works shall serve as a non-voting, ex officio member of the Governing Board.

6. MEETINGS

6.0. 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.

6.1. The Authority shall keep, or cause to be kept, the minutes of the Governing Board's meetings, and shall as soon as possible after each meeting, forward a copy of the minutes to each member of the Governing Board and to the governing body of each of the participating entities to this agreement.

7. QUORUM AND PROCEDURE

7.0. A majority of the Governing Board shall constitute a quorum for the transaction of business. The affirmative vote of a majority of those members present and voting shall constitute an action of the Governing Board.

Where applicable, *Robert's Rules of Order, Newly Revised*, shall govern the procedures of the Governing Board, except when inconsistent with the Ralph M. Brown Act.

8. COMPENSATION

8.0. Members of the Governing Board shall serve without compensation except that a reasonable allowance or reimbursement for attendance at meetings of the Governing Board, as determined by the Governing Board, may be paid to the public members in an amount not to exceed \$50 to the extent compatible with Government Code §1126, Public Contract Code §§ 10410 and 10411, and any other applicable statute.

9. ADMINISTRATION

9.0. The AUTHORITY shall be administered in accordance with the policies and directives of the Governing Board. It shall have an Executive Officer who shall perform the functions stated in Government Code § 6505.1.

9.1. The Executive Officer of the RMC shall serve *ex officio*, without compensation, as Executive Officer of the AUTHORITY

9.2. The AUTHORITY may use counsel from its member agencies, or it may retain independent counsel.

9.3. To implement this Agreement the parties hereto may loan employees to the AUTHORITY.

10. FISCAL CONTROLS

10.0. The fiscal year of the AUTHORITY shall be the fiscal year of the DISTRICT.

10.1. To the extent funds are legally available therefore; the DISTRICT and the RMC are hereby authorized to make payments and contributions of public funds, as provided in Section 6504 of the Government Code.

10.2. The AUTHORITY shall be strictly accountable for all funds, receipts, and disbursements. The AUTHORITY shall adopt an annual budget, in a form approved by the DISTRICT and the RMC, which budget shall be submitted to the Board of Supervisors of the DISTRICT and the RMC for approval. Public funds may not be disbursed by the AUTHORITY except pursuant to a budget which has been adopted by the AUTHORITY and approved by the Board of Supervisors of the DISTRICT and the Governing Board of the RMC, and all receipts and disbursements shall be in strict conformance with the adopted and approved budget.

10.3. The treasurer of the DISTRICT shall act as the treasurer of the AUTHORITY and shall be the depository and have custody of all money of the AUTHORITY from whatever source. The AUTHORITY shall reimburse the DISTRICT for costs incurred pursuant to this section, subject to prior approval of the Governing Board. The treasurer so designated shall:

- (a) Receive all money of the AUTHORITY and place it in the treasury of the DISTRICT, or other appropriate account, to the credit of the AUTHORITY.

- (b) Be responsible on his official bond for the safekeeping and disbursement of all AUTHORITY money so held by him or her.
- (c) Pay, when due, out of money of the AUTHORITY so held, all sums due on outstanding obligations of the AUTHORITY. Said sums shall be paid only by warrants of the public officer performing the functions of auditor or controller of this AUTHORITY.
- (d) Verify and report in writing on a quarterly basis to the AUTHORITY and to the parties to this agreement, the amount of receipts since the last report, and the amount paid out since the last report.

10.4. The Auditor Controller of the DISTRICT shall perform the functions of auditor or controller of the Authority. The Auditor Controller shall either make or contract with a certified public accountant to make, annual audit of the accounts and records of the AUTHORITY. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and shall conform to generally accepted auditing standards. Where an audit of an account and records is made by a certified public accountant, a report thereof shall be filed as a public record with each of the parties to this agreement. Such report shall be filed within six months of the end of the fiscal year under examination. Any costs of the audit, including contracts with or employment of a certified public accountant shall be borne by the AUTHORITY and charged against any unencumbered funds of the AUTHORITY. The AUTHORITY shall reimburse the DISTRICT for costs incurred in connection with the performance of any other functions by the Auditor Controller, pursuant to this section, subject to prior approval of the Governing Board

10.5. The AUTHORITY shall have the power to invest any money in the treasury of the AUTHORITY that is not required for the immediate necessities of the AUTHORITY, as the AUTHORITY determines advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

11. BONDS

11.0. Each member of the Governing Board, the Executive Officer, and treasurer shall file an official bond with the AUTHORITY. When deemed appropriate by the AUTHORITY, a master bond may be utilized as referred to in Government Code Section 1481, and the bond shall also comply with the requirements of Title 1, Division 4, Chapter 3 of the Government Code, with those sections being deemed applicable to the AUTHORITY to the extent the DISTRICT deems appropriate. The bond shall be in the amount of not less than \$50,000. The premium shall be paid by the AUTHORITY.

12. LIABILITY

12.0. The tort liability of the AUTHORITY and of all members of the Governing Board, and the executive officer and employees of the parties to this agreement, who may be loaned to the AUTHORITY, shall be controlled by the provisions of Division 3.6 of the Government Code. The provisions of Division 3.6 of the Government Code relating to indemnification of public employees and the defense of actions arising out of any act or omission occurring in the scope of their employment shall apply to all members of the Governing Board, officers, and employees with respect to the AUTHORITY.

12.1 Pursuant to Section 6508.1 of the Government Code, the parties agree that the RMC shall assume all liabilities arising out of or with respect to:

- (a) Any and all actions taken by AUTHORITY personnel acting on RMC property pursuant to a reciprocal management agreement between the RMC and the AUTHORITY; and
- (b) Any and all property owned by the AUTHORITY which is subject to a reciprocal management agreement between the RMC and the AUTHORITY.

12.2 Except as to those liabilities specifically provided for in Section 13.1, the parties to this Agreement specify that the debts, liabilities, and obligations of the AUTHORITY shall not be the debts, liabilities, and obligations of either of the parties to this Agreement.

12.3 In addition, the AUTHORITY may insure itself and the parties, and the officers and employees of the parties, in a manner, form and amount appropriate and acceptable to the DISTRICT and the RMC.

13. DISPOSITION OF PROPERTY AND FUNDS

13.0. Upon termination of this Agreement, the AUTHORITY forthwith shall wind up its affairs, including discharging all of its outstanding legal obligations. Personal property and funds remaining in the AUTHORITY shall be returned to the party from which the funds or personal property were obtained, except as mutually agreed by the parties. All real property, if any, owned by the AUTHORITY shall be conveyed as the AUTHORITY shall determine, and if no determination is made, then such property shall be deemed to be conveyed to the DISTRICT and the RMC, in equal interests, as tenants in common.

14. WITHDRAWAL OF PARTIES AND TERMINATION OF AGREEMENT

14.0 Any party may withdraw as a party to this Agreement provided that: (1) at the time of withdrawal, that party has either discharged, or arranged to the satisfaction of the other party to this Agreement for the discharge of, any pending legal or financial obligations it has assumed under or pursuant to this Agreement and (2) it provides written notice of its intent to withdraw to the Executive Officer not less than three months prior to the effective date of its withdrawal.

14.1. Upon the effective date of the withdrawal of either party from this Agreement, this Agreement shall be deemed terminated.

15. NON LIABILITY OF PARTIES

15.0. Except as provided in Section 12 of this Agreement, neither the AUTHORITY nor the Governing Board shall have the power or authority to bind the parties to this agreement, or any of them to any debt, liability, contract, or obligation, or to employ any person on behalf of the parties, or any of them,

15.1. No action or omission of the parties or any of them shall be attributable to any other parties to this agreement except as expressly provided in Section 12 of this Agreement.

15.2. The AUTHORITY may maintain such public liability and other insurance as in its discretion is deemed appropriate and to the extent the cost of premiums thereof are provided for in the approved budget of the AUTHORITY.

16. CONTRIBUTION OF THE PARTIES

16.0. Contribution of RMC. Exclusive of grants which the RMC may award to the AUTHORITY or the DISTRICT from time to time, the RMC contribution to the AUTHORITY shall not exceed \$35,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the RMC loaned by it to the AUTHORITY, if any.

16.1 Contribution of DISTRICT. Exclusive of grants which the DISTRICT may award to the AUTHORITY from time to time, the DISTRICT contribution to the AUTHORITY shall not exceed \$25,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the DISTRICT loaned by it to the AUTHORITY, if any.

16.2 Sections 16.0 and 16.1 shall not affect the mutual exchange of services between parties to this agreement and the AUTHORITY without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government Code.

16.3 Each party to this agreement shall contribute \$500 per annum to cover costs of mailing notices and other required expenditures.

16.4 The RMC has delegated authority, under certain circumstances, to enter into contracts not exceeding \$35,000, without the approval from the California Department of General Services. If this contract approval delegation amount is adjusted pursuant to the State Administrative Manual or State Contracting Manual, or similar directive, the limitation on the total value of the contributions of the RMC, as described in Section 16.0, shall be automatically adjusted such that the value of such contributions shall remain within the contract delegation amount.

17. NON_DISCRIMINATION

17.0. The provisions of the State of California Non-Discrimination Clause (Form 17B) are by this reference incorporated herein.

18. APPLICATION OF POWERS

18.0. Insofar as powers common to the DISTRICT included in this agreement, and not to the RMC, are exercised by the AUTHORITY, the governing Board and officers thereof shall exercise such powers as the administering agency of this agreement pursuant to Government code Section 6506, notwithstanding the fact that they may be appointed by, or representative of, the RMC.

19. AMENDMENT TO THE AGREEMENT

19.0. The provisions of this agreement shall be amended solely upon the adoption of a resolution to amend by each party to the agreement.

20. TERM

20.0 This Agreement shall continue in full force and effect from year to year until terminated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the 17th day of April, 2003 by their duly authorized representatives.

San Gabriel and Lower Los Angeles
Rivers and Mountains Conservancy

By: [Signature]
Chairperson

Los Angeles County Flood Control District

By: James A Noyes

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By: [Signature]
Chairperson

Date: APR 24 2003

ATTEST:
Violet Varona-Lukens
Executive Officer-Clerk of
The Board of Supervisors

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: [Signature]
DEPUTY

By: [Signature]



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34

APR 1 2003

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER



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 31, 2010

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#28 AUGUST 31, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**WATERSHED CONSERVATION AUTHORITY
FISCAL YEAR 2010-11 ANNUAL BUDGET
AND JOINT EXERCISE OF POWERS AGREEMENT AMENDMENT
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)
(3 VOTES)**

SUBJECT

This action is to approve the Watershed Conservation Authority's annual budget for Fiscal Year 2010-11 to continue the development and implementation of projects that enhance flood protection and water conservation while also providing open space and recreational opportunities within the San Gabriel River and Lower Los Angeles River Watersheds and to approve changes to the Watershed Conservation Authority Joint Exercise of Powers Agreement.

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

1. Approve the Fiscal Year 2010-11 Budget for the Watershed Conservation Authority.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to pay \$25,500 to the Watershed Conservation Authority.
3. Adopt a resolution to amend the Watershed Conservation Authority Joint Exercise of Powers Agreement to change the composition of the governing board; to reassign the responsibilities and functions related to accounting, fiscal, and financial management of the Watershed Conservation Authority; and to increase the annual not-to-exceed contribution by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy from \$35,000 to \$50,000.

4. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute an amendment to the Watershed Conservation Authority Joint Exercise of Powers Agreement consistent with the resolution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Watershed Conservation Authority (WCA) is a joint powers agency comprised of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (LACFCD). The purpose of the recommended actions is to approve the WCA's annual budget for Fiscal Year 2010-11 (Exhibit A) in order to provide funding for the continuation of all WCA projects. Your Board's approval will allow the WCA to commence receipt and disbursement of funds in conformance with the adopted budget.

The purpose of the recommended actions is also to adopt the enclosed resolution to amend the WCA Joint Exercise of Powers Agreement (JPA). The proposed amendments, which have been approved by County Counsel, involve the following: (1) a reduction in the number of voting members on the governing board from eight to seven, (2) a reduction in the number of Board members appointed by the RMC from four to three, (3) a requirement that the governing board elect a chair and vice-chair from the Board members appointed by the LACFCD, (4) the assignment of responsibility to the chair for the appointment of all WCA employees involved in the accounting, fiscal, or financial management of the WCA, (5) the assignment of responsibility to the chair for the fiscal administration of all grants or contracts between the WCA and the RMC, and (6) an increase in the RMC's annual contribution limit from \$35,000 to \$50,000.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) by collaborating cross jurisdictionally and developing a partnership to effectively manage and leverage our resources.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The proposed projects and other expenditures identified in the enclosed budget will be funded by Propositions 40, 50, and 84 grants awarded to the WCA by the RMC. Approval of the budget will enable the WCA to award State funds to projects of mutual interest to the LACFCD and RMC.

The JPA previously approved between the LACFCD and RMC also provides for both parties to make contributions to the WCA. The value of the LACFCD's contribution shall not exceed \$25,000 in any fiscal year, plus \$500 per annum to cover the costs of mailing notices and other required expenditures. Sufficient funds to cover the LACFCD's contribution have been included in the Fiscal Year 2010-11 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 1, 2003, Synopsis 34, your Board approved a JPA between the LACFCD and the RMC to create the WCA. Creation of the WCA was authorized pursuant to the Joint Exercise of Powers Act under Government Code, Section 6500, et. seq. The role of the WCA is to facilitate the development and implementation of a comprehensive program to improve open space and recreational

opportunities within the San Gabriel River and Lower Los Angeles River Watersheds that are consistent with the goals of flood protection, water supply, groundwater recharge, and water conservation. The WCA is also empowered to acquire and protect lands for watershed protection, conservation, natural open space, and recreational purposes.

The JPA entered into by the LACFCD and RMC contains several terms and conditions regarding fiscal controls over expenditures of public funds. The WCA is required to adopt an annual budget in a form approved by the LACFCD and RMC. The WCA may only disburse funds pursuant to a budget that has been adopted by the WCA and approved by your Board and the governing board of the RMC.

The WCA budget for Fiscal Year 2010-11 has been approved by the governing boards of both the WCA and RMC. Copies of the RMC and WCA resolutions are enclosed (Resolution Nos. 2010-70 and 2010-60, respectively).

Presently, the Executive Officer serves both the RMC and the WCA. Additionally, there are currently eight voting members on the WCA's governing board; four members appointed by the RMC and four voting members appointed by the LACFCD.

The proposed amendments to the JPA regarding the change in the composition of the governing board and the reassignment of the responsibilities and functions related to accounting, fiscal, and financial management of the WCA are recommended in order to remove the potential or perception of improper influence of the RMC on the WCA.

The recommended increase in the RMC's annual not-to-exceed contribution to the WCA is being proposed to allow the RMC to provide additional operation and maintenance funds for the properties acquired by the WCA since its creation.

ENVIRONMENTAL DOCUMENTATION

The approval of the WCA's annual budget 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 action is a fiscal activity that does not involve any commitment to a specific project, which may result in a potentially significant physical impact on the environment.

The adoption of the resolution to amend the WCA JPA is also not a project pursuant to the 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 action is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The LACFCD will gain benefit from this action through the sustained operation of the WCA, the continued partnership with the RMC in developing projects of mutual interest, and increasing its ability to approve the distribution of funding. There will be no negative impact on current County services or projects during the performance of the recommended actions.

The Honorable Board of Supervisors
8/31/2010
Page 4

CONCLUSION

Please return four adopted copies of this letter and the amendment agreement to the Department of Public Works, Watershed Management Division.

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:cp

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO ADOPT AMENDMENT TO WATERSHED CONSERVATION AUTHORITY JOINT
EXERCISE OF POWERS AGREEMENT**

WHEREAS, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (LACFCD) entered into a Joint Exercise of Powers Agreement (JPA), in 2003, to establish the Watershed Conservation Authority (WCA); and

WHEREAS, the RMC and the LACFCD desire to amend certain provisions of the WCA JPA; and

WHEREAS, Section 19 of said JPA provides that the agreement shall be amended solely upon the adoption of a resolution to amend by each party to the agreement.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE LACFCD HEREBY RESOLVES to amend the above-referenced JPA agreement as described in the Amendment to WCA JPA, attached hereto as Exhibit "A."

The foregoing Resolution was adopted on the 31 day of August, 2010, by the Board of Supervisors of the County of Los Angeles acting ex officio, as the Board of Supervisors of the Los Angeles County Flood Control District.



SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By

Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

BY

Carole Suzuki for

Deputy Rosa Linda Cruz

LA:lm

P:\wmpub\Secretarial\2010 Documents\Board Letters\WCA Contribution Board Letter 2010-2011 Resolution.DOC

**AMENDMENT TO WATERSHED CONSERVATION AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

PREAMBLE

Whereas, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District) entered into a Joint Exercise of Powers Agreement, in 2003, to establish the Watershed Conservation Authority; and

Whereas, the RMC and the District desire to amend certain provisions of the Watershed Conservation Authority, Joint Exercise of Powers Agreement; Now

Therefore, Pursuant to the Joint Exercise of Powers Act (Government Code § 6500 et seq.) the RMC and District agree to amend the Watershed Conservation Authority Joint Exercise of Powers Agreement as follows:

SECTION 1: Section 5 is amended to read as follows:

5. GOVERNING BOARD

5.0. The Authority shall be governed by a "board constituted pursuant to the agreement" within the meaning of Government Code § 6506.

5.1. The Governing Board of the AUTHORITY shall consist of seven (7) voting members and one (1) non-voting member as follows:

- (a) Three voting members appointed by the Governing Board of the RMC, none of whom shall be a member appointed by the Los Angeles County Board of Supervisors.
- (b) The four voting members of the Board of Supervisors of the Los Angeles County Flood Control District, or their designees, who represent the areas or portions thereof contained within the territory for the RMC.
- (c) The Director of the Los Angeles County Department of Public Works shall serve as a non-voting, ex officio member of the Governing Board.

5.2 The Governing Board shall elect a Chair and Vice-Chair for two year terms. Only members identified in Section 5.1 (b) shall be considered for election as Chair and Vice Chair.

SECTION 2: Section 9 is amended to read as follows:

9. ADMINISTRATION

9.0. The AUTHORITY shall be administered in accordance with the policies and directives of the Governing Board. It shall have an Executive Officer who shall perform the functions stated in Government Code § 6505.1.

9.1. The Executive Officer of the RMC shall serve *ex officio*, without compensation, as Executive Officer of the AUTHORITY

9.2. The AUTHORITY may use counsel from its member agencies, or it may retain independent counsel.

9.3 To achieve the purposes of this Agreement, AUTHORITY may establish positions and fix the salaries of employees for the AUTHORITY.

9.4 The Chair shall appoint all AUTHORITY employees involved in the accounting, fiscal, or financial management of the AUTHORITY. The Chair may delegate the appointment and day-to-day supervision of these employees to a Fiscal Manager, also appointed by the Chair.

9.5 The Executive Officer of the Authority shall appoint employees for positions established by the Governing Board and shall be responsible for the supervision thereof other than those employees performing the duties specified in Section 9.4.

9.6. To implement this Agreement the parties hereto may loan employees to the AUTHORITY.

SECTION 3. Subsection 10.6 is added to Section 10, to read as follows:

10.6 The Chair, as specified in Section 9.4 of this Agreement shall be responsible for the fiscal administration of all grant or contracts between the AUTHORITY and the RMC. All employees performing fiscal functions as specified in Section 9.4 shall operate independent of, and without regard to any direction from the Executive Officer and shall have the full power to exercise their independent fiduciary judgment with respect to any accounting, fiscal, or financial matter of the AUTHORITY.

SECTION 4. Section 16.0 is amended to read as follows:

16. CONTRIBUTION OF THE PARTIES

16.0. Contribution of RMC. Exclusive of grants which the RMC may award to the AUTHORITY or the DISTRICT from time to time, the RMC contribution to the AUTHORITY shall not exceed \$50,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the RMC loaned by it to the AUTHORITY, if any.

16.1 Contribution of DISTRICT. Exclusive of grants which the DISTRICT may award to the AUTHORITY from time to time, the DISTRICT contribution to the AUTHORITY shall not exceed \$25,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the DISTRICT loaned by it to the AUTHORITY, if any.

16.2 Sections 16.0 and 16.1 shall not affect the mutual exchange of services between parties to this agreement and the AUTHORITY without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government Code.

16.3 Each party to this agreement shall contribute \$500 per annum to cover costs of mailing notices and other required expenditures.

16.4 The RMC has delegated authority, under certain circumstances, to enter into contracts not exceeding \$50,000, without the approval from the California Department of General Services. If this contract approval delegation amount is adjusted pursuant to the State Administrative Manual or State Contracting Manual, or similar directive, the limitation on the total value of the contributions of the RMC, as described in Section 16.0, shall be automatically adjusted such that the value of such contributions shall remain within the contract delegation amount.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to agreement to be executed on the ____ day of _____, 2010 by their duly authorized representatives.

San Gabriel and Lower Los Angeles
Rivers and Mountains Conservancy

By: _____

Chairperson

Los Angeles County Flood Control District

By: _____



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

IN REPLY PLEASE
REFER TO FILE

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 January 9, 2024


CELIA ZAVALA
EXECUTIVE OFFICER

January 09, 2024

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 WATERSHED CONSERVATION AUTHORITY FISCAL YEAR 2023-24 ANNUAL BUDGET AND JOINT EXERCISE OF POWERS AGREEMENT AMENDMENT (SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5) (3 VOTES)

SUBJECT

Public Works is seeking Board approval of the Watershed Conservation Authority's annual budget for Fiscal Year 2023-24, and amendments to the Watershed Conservation Authority Joint Exercise of Powers Agreement to continue the development and implementation of multiuse projects that enhance flood protection while also providing open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watersheds.

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

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the records of Public Works.
2. Approve the Fiscal Year 2023-24 Budget for the Watershed Conservation Authority.
3. Approve and authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute the Second Amendment to Watershed Conservation Authority Joint Exercise of Powers Agreement to increase the annual maximum contribution amount by the Los Angeles County Flood Control District from \$25,500 to \$50,000 for Fiscal Year 2023-24; increase the annual

maximum contribution amount by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy from \$50,000 to \$159,495 for Fiscal Year 2023-24; increase the maximum amount of future annual contributions by both parties based on changes in the Consumer Price Index; and add the Dominguez Channel Watershed to the jurisdictional territory of the Watershed Conservation Authority.

4. Authorize the Chief Engineer of the Los Angeles Flood Control District or his designee to contribute \$50,000 to the Watershed Conservation Authority for Fiscal Year 2023-24.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the Watershed Conservation Authority (WCA) annual budget for Fiscal Year (FY) 2023-24 (Enclosure A); approve and authorize the Chief Engineer or his designee to execute the Second Amendment to the Water Conservation Authority Joint Powers of Exercise Agreement substantially similar to the enclosed draft (Enclosure B), on behalf of the Los Angeles County Flood Control District; and approve a contribution by the District to the WCA for FY 2023-24 in the amount of \$50,000. The Board's approval will allow the WCA to commence the receipt and disbursement of funds in conformance with the adopted budget.

Background

The WCA is a joint powers agency comprised of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the District. The Joint Powers Agreement that created the WCA was approved by the Board on April 1, 2003, Synopsis 34 (Enclosure C). The creation of the WCA was authorized pursuant to the Joint Exercise of Powers Act, Government Code, Section 6500, et seq. The role of the WCA is to facilitate the development and implementation of a comprehensive program to improve open space and recreational opportunities within the San Gabriel and Lower Los Angeles Rivers Watershed that are consistent with the District's objectives of flood protection, groundwater recharge, and water conservation. The WCA is also empowered to acquire and protect lands for watershed protection, conservation, natural open space, and recreational purposes consistent with those objectives.

The terms of the agreement require the WCA to adopt an annual budget and submit it to the governing boards of the District and RMC for approval, and prohibits the WCA from disbursing any funds except pursuant to a budget that has been approved by the District and RMC.

On March 22, 2023, the WCA submitted a letter to the District requesting an increase in contributions toward the WCA citing inflationary pressures on operational expenditure. Additionally, given that the territory of the RMC was expanded by Senate Bill 1122 to include the Dominguez Channel Watershed, the letter also requested an amendment to the jurisdictional territory of the WCA to include the Dominguez Channel Watershed.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities. The recommended actions promote collaborating across jurisdictions and developing partnerships to effectively manage and leverage resources.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The proposed projects and other expenditures identified in the budget (Enclosure A) will be funded by rental income from leases of WCA property and various grants awarded to the WCA in addition to the District and RMC contributions. Approval of the budget will enable the WCA to commence and continue implementing projects of mutual interest to the District and RMC.

Sufficient funds to cover the District's contribution are included in the FY 2023-24 Flood Fund Budget (B07-Other Charges).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The WCA budget for FY 2023-24 has been adopted by the governing board of the WCA and approved by the governing board of the RMC. Copies of the WCA and RMC Resolutions are included in Enclosure A (Resolution Nos. 2023-18 and 2023-38, respectively).

RMC has also approved the proposed Second Amendment to the WCA Joint Exercise of Powers Agreement Enclosure D (Resolution No. 2023-37).

The Second Amendment to the WCA Joint Exercise of Powers Agreement will be approved as to form by County Counsel prior to execution by the Chief Engineer.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are 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 actions would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment and/or are organizational or administrative activities of the government that will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approving the recommended actions will not have an impact on County services or projects currently planned. The District will benefit from this action through the sustained operation of the WCA and its development of projects of mutual interest.

CONCLUSION

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

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Mark Pestrella".

MARK PESTRELLA, PE

Director

MP:CTH:le

Enclosures

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

Appendix

WATERSHED CONSERVATION AUTHORITY
CONSOLIDATED BUDGET FISCAL YEAR 2023-2024

	Mid Year Budget Update FYE 2023	Actual as of 05/31/23	Additional Projected through 06/30/23	Forecasted FYE 2023	Budget FYE 2024	\$ Change Budget '23 vs. Budget '24
Revenues						
General Administrative & Operating Revenue						
JPA Contributions						
LA County Flood Control District	25,500	25,500	-	25,500	50,000	24,500
Rivers and Mountains Conservancy	10,000	10,000	-	10,000	78,251	68,251
Lease Revenue	306,852	274,665	32,187	306,852	319,993	13,141
Property Management Contribution - RMC	40,000	40,000	-	40,000	81,244	41,244
Fees-Citation	17,705	-	17,705	17,705	17,705	0
Fees- Filming/Permits	2,000	6,200	-	6,200	4,500	2,500
Indirect Collected from Eligible Grants	117,350	17,693	20,823	38,516	514,447	397,097
Utilities Reimbursements	4,680	2,301	2,379	4,680	2,400	(2,280)
Maintenance and Servicing Reimbursements	11,579	-	-	-	-	(11,579)
Subtotal-General Administrative & Operating	535,666	376,359	73,094	449,453	1,068,540	532,874
Grants and Special Projects Revenue						
Grant-Rivers & Mountains Conservancy ^{1,2,5,6,7}	3,255,511	1,790,331	763,799	2,554,130	6,047,572	2,792,061
Grant-LA County Flood Control District ^{1,3,5}	214,000	247,202	-	247,202	484,136	270,136
Grant-SEP ^{2,5}	132,000	295,125	-	295,125	727,756	595,756
Grant-Other State Funds ^{4,5}	1,035,507	-	-	-	971,649	(63,858)
Grant-Other County & Local Funds ^{2,5}	32,000	-	-	-	414,210	382,210
Subtotal-Grants and Special Projects	4,669,018	2,332,658	763,799	3,096,457	8,645,323	3,976,305
Total Revenue	5,204,684	2,709,017	836,894	3,545,910	9,713,863	4,509,179
Expenses						
General Administrative Expenses						
Fiscal Services Auditor-Controller	70,000	70,000	-	70,000	80,000	10,000
Funding Opportunities	23,247	17,400	1,450	18,850	(0)	(23,247)
Legal Services	30,000	5,565	-	5,565	30,000	0
Information Technologies	17,600	15,206	2,394	17,600	21,900	4,300
Strategic Planning	2,500	-	-	-	500	(2,000)
Grant Writing	1,000	-	-	-	1,000	0
Travel	1,000	-	-	-	1,000	0
Financial Audit Services	5,719	500	5,219	5,719	5,719	0
Insurance/Insurance Bond	232	221	-	221	232	0
Training/Conferences	1,000	-	-	-	1,000	0
Meeting Supplies	500	-	-	-	500	0
Other/Not Classified	7,500	10,119	-	10,119	7,500	0
Wireless Phones	1,440	1,037	106	1,143	6,000	4,560
Personnel Services	5,187	4,856	331	5,187	6,000	813
Office Supplies	700	348	-	348	700	0
Postage & Delivery	1,210	225	28	253	600	(610)
Printer Supplies	250	-	-	-	250	0
Equipment & Software	8,302	3,497	-	3,497	7,000	(1,302)
Dues & Subscriptions	450	-	-	-	450	0
Subtotal-General Administrative	177,837	128,972	9,528	138,500	170,351	(7,486)
Personnel						
Salaries	462,484	319,142	24,575	343,717	575,656	113,172
Compensation Plan Adjustment	79,267	-	-	-	79,267	0
Benefits	126,384	65,513	2,048	67,561	114,310	(12,074)
Benefits Plan Provider Admin Cost	2,021	1,845	-	1,845	1,593	(428)
Employer Taxes	46,760	25,028	1,820	26,847	54,067	7,307
Subtotal-Personnel	716,916	411,528	28,443	439,971	824,893	107,977

Appendix

**WATERSHED CONSERVATION AUTHORITY
CONSOLIDATED BUDGET FISCAL YEAR 2023-2024**

	Mid Year Budget Update FYE 2023	Actual as of 05/31/23	Additional Projected through 06/30/23	Forecasted FYE 2023	Budget FYE 2024	\$ Change Budget '23 vs. Budget '24
General Operational Expenses						
Insurance	60,689	58,000	-	58,000.00	63,724	3,034
Security	2,319	2,209	-	2,208.84	2,319	0
Building Maintenance and Repair	15,000	2,173	-	2,173.30	25,000	10,000
Grounds Maintenance and Repair	2,500	3,507	-	3,507.21	5,000	2,500
Electricity	12,000	11,129	871	12,000.00	13,440	1,440
Propane	8,800	9,414	-	9,413.77	10,000	1,200
Other Utilities	973	780	156	936.00	983	9
Waste Removal	11,552	10,334	1,218	11,551.94	13,500	1,948
Water System Operation/Irrigation	48,140	39,542	3,233	42,774.07	46,880	(1,260)
Property Management	15,000	9,810	-	9,810.02	20,000	5,000
Deferred Maintenance Contingency	47,426	8,618	-	8,618.00	47,856	430
Janitorial Services	10,030	8,756	786	9,542.00	10,507	478
Ranger Services	75,538	61,539	20,121	81,660.07	133,000	57,462
Weed Abatement	6,000	-	-	-	3,000	(3,000)
Property Tax	729	717	-	716.96	729	0
Subtotal-General Operational	316,696	226,528	26,384	252,912	395,937	79,241
Maintenance and Servicing Expenses						
Insurance	-	9,961	-	9,961	-	0
Building Maintenance and Repair	-	3,336	-	3,336	-	0
Grounds Maintenance and Repair	-	28,250	-	28,250	-	0
Electricity	-	-	-	-	-	0
Waste Removal	-	-	-	-	-	0
Water System Operation/Irrigation	-	3,692	-	3,692	-	0
Ranger Services	10,339	10,339	14,102	24,441	-	(10,339)
Weed Abatement	-	-	-	-	-	0
Subtotal-Maintenance and Servicing	10,339	55,578	14,102	69,680	-	(10,339)
Grants and Special Projects Total Expense-Capital Outlay						
Grant-Rivers & Mountains Conservancy	3,033,511	1,404,388	94,787	1,499,176	5,645,376	2,611,865
Grant-LA County Flood Control District	184,000	266,467	-	266,467	326,978	142,978
Grant-SEP	120,000	173,431	-	173,431	722,796	602,796
Grant-Federal Funds	0	8,809	-	8,809	-	0
Grant-Other State Funds	1,035,507	116,380	-	116,380	957,569	(77,938)
Grant-Other County & Local Funds	20,000	40,490	-	40,490	409,150	389,150
Subtotal-Grants and Special Projects	4,393,018	2,009,966	94,787	2,104,753	8,061,869	3,668,851
Total Expense	5,614,806	2,832,572	159,142	2,936,136	9,453,050	3,848,583
Change In Net Position Before Transfers	(410,122)	(123,555)	677,751	609,774	260,814	

- 1 - Labor Eligible to be Reimbursed at Salary & EB Rate
- 2 - Labor Eligible to be Reimbursed at Admin & Billable Rate
- 3 - Labor Reimbursed at Consultant Rate
- 4 - Labor Reimbursed at Grantor Approved Compensation Rate
- 5 - Payment by Reimbursement
- 6 - Payment by Advance Request
- 7 - Eligible for 10% - 20% for Indirect Costs

Appendix

**WATERSHED CONSERVATION AUTHORITY
EXPANDED BUDGET FISCAL YEAR 2023-2024**

	General Fund	Operational River Park	Operational Mt. Baldy	Operational Citrus Heights	Operational El Encanto	Operational Parque Dos Rios	Operational Walnut Creek	Payroll and Accrued Leave	Grant & Special Project	Budget FY 2023-2024
Revenues										
General Administrative & Operating Revenue										
JPA Contributions	128,251	-	-	-	-	-	-	-	-	128,251
Lease Revenue	-	151,656	-	-	115,950	52,388	-	-	-	319,993
Property Management Contribution	-	17,072	21,924	51	34,836	5,047	2,313	-	-	81,244
Fees-Citation	-	-	17,705	-	-	-	-	-	-	17,705
Fees- Filming	-	-	-	-	4,500	-	-	-	-	4,500
Indirect Collected from Eligible Grants	514,447	-	-	-	-	-	-	-	-	514,447
Utilities Reimbursements	-	-	-	-	2,400	-	-	-	-	2,400
Other Miscellaneous Revenue	-	-	-	-	-	-	-	-	-	-
Maintenance and Servicing Reimbursements	-	-	-	-	-	-	-	-	-	-
Subtotal-General Administrative & Operating	642,698	168,728	39,629	51	157,685	57,435	2,313	-	-	1,068,540
Grants and Special Project Income										
Grant-Rivers & Mountains Conservancy	-	-	-	-	-	-	-	-	6,047,572	6,047,572
Grant-LA County Flood Control District	-	-	-	-	-	-	-	-	484,136	484,136
Grant-SEP	-	-	-	-	-	-	-	-	727,756	727,756
Grant-Federal Funds	-	-	-	-	-	-	-	-	-	-
Grant-Other State Funds	-	-	-	-	-	-	-	-	971,649	971,649
Grant-Other County & Local Funds	-	-	-	-	-	-	-	-	414,210	414,210
Subtotal-Grants and Special Projects	-	-	-	-	-	-	-	-	8,645,323	8,645,323
Total Revenue	642,698	168,728	39,629	51	157,685	57,435	2,313	-	8,645,323	9,713,863
Expenses										
General Administrative Expenses										
Fiscal Services Auditor-Controller	80,000	-	-	-	-	-	-	-	-	80,000
Funding Opportunities	(0)	-	-	-	-	-	-	-	-	(0)
Legal Services	30,000	-	-	-	-	-	-	-	-	30,000
Information Technologies	21,900	-	-	-	-	-	-	-	-	21,900
Strategic Planning	500	-	-	-	-	-	-	-	-	500
Grant Writing	1,000	-	-	-	-	-	-	-	-	1,000
Travel	1,000	-	-	-	-	-	-	-	-	1,000
Financial Audit Services	5,719	-	-	-	-	-	-	-	-	5,719
Insurance/Insurance Bond	232	-	-	-	-	-	-	-	-	232
Training/Conferences	1,000	-	-	-	-	-	-	-	-	1,000
Meeting Supplies	500	-	-	-	-	-	-	-	-	500
Other/Not Classified	7,500	-	-	-	-	-	-	-	-	7,500
Wireless Phones	6,000	-	-	-	-	-	-	-	-	6,000
Personnel Services	6,000	-	-	-	-	-	-	-	-	6,000
Office Supplies	700	-	-	-	-	-	-	-	-	700
Postage	600	-	-	-	-	-	-	-	-	600
Printer Supplies	250	-	-	-	-	-	-	-	-	250
Equipment & Software	7,000	-	-	-	-	-	-	-	-	7,000
Dues & Subscriptions	450	-	-	-	-	-	-	-	-	450
Subtotal-General Administrative	170,351	-	-	-	-	-	-	-	-	170,351
Personnel										
Salaries	-	-	-	-	-	-	-	575,656	-	575,656
Merit Pool	-	-	-	-	-	-	-	79,267	-	79,267
Benefits	-	-	-	-	-	-	-	114,310	-	114,310
Benefits Plan Provider Admin Cost	-	-	-	-	-	-	-	1,593	-	1,593
Employer Taxes	-	-	-	-	-	-	-	54,067	-	54,067
Subtotal-Personnel	-	-	-	-	-	-	-	824,893	-	824,893

Appendix

**WATERSHED CONSERVATION AUTHORITY
EXPANDED BUDGET FISCAL YEAR 2023-2024**

	General Fund	Operational River Park	Operational Mt. Baldy	Operational Citrus Heights	Operational El Encanto	Operational Parque Dos Rios	Operational Walnut Creek	Payroll and Accrued Leave	Grant & Special Project	Budget FY 2023-2024
General Operational Expenses										
Insurance	-	7,441	15,790	128	35,956	511	3,898	-	-	63,724
Security	-	-	-	-	2,319	-	-	-	-	2,319
Building Maintenance and Repair	-	-	-	-	25,000	-	-	-	-	25,000
Grounds Maintenance and Repair	-	-	2,350	-	2,350	-	300	-	-	5,000
Electricity	-	1,440	-	-	12,000	-	-	-	-	13,440
Propane	-	-	-	-	10,000	-	-	-	-	10,000
Other Utilities	-	-	-	-	983	-	-	-	-	983
Waste Removal	-	3,942	-	-	9,558	-	-	-	-	13,500
Water System Operation/Irrigation	-	-	-	-	46,880	-	-	-	-	46,880
Property Management	-	-	1,500	-	15,500	1,500	1,500	-	-	20,000
Deferred Maintenance Contingency	-	7,856	-	-	40,000	-	-	-	-	47,856
Janitorial Services	-	-	-	-	10,507	-	-	-	-	10,507
Ranger Services	-	40,975	45,372	-	30,386	14,077	2,190	-	-	133,000
Weed Abatement	-	-	-	-	3,000	-	-	-	-	3,000
Property Tax	-	-	729	-	-	-	-	-	-	729
Subtotal-General Operational	-	61,653	65,740	128	244,439	16,088	7,889	-	-	395,937
Maintenance and Servicing Expenses										
Security	-	-	-	-	-	-	-	-	-	-
Building Maintenance and Repair	-	-	-	-	-	-	-	-	-	-
Grounds Maintenance and Repair	-	-	-	-	-	-	-	-	-	-
Electricity	-	-	-	-	-	-	-	-	-	-
Waste Removal	-	-	-	-	-	-	-	-	-	-
Water System Operation/Irrigation	-	-	-	-	-	-	-	-	-	-
Ranger Services	-	-	-	-	-	-	-	-	-	-
Weed Abatement	-	-	-	-	-	-	-	-	-	-
Subtotal-Maintenance and Servicing Expenses	-	-	-	-	-	-	-	-	-	-
Grants and Special Project Total Expense-Capital Outlay										
Grant-Rivers & Mountains Conservancy (RMC)	-	-	-	-	-	-	-	-	5,645,376	5,645,376
Grant-LA County Flood Control District (LACFCD)	-	-	-	-	-	-	-	-	326,978	326,978
Grant-SEP	-	-	-	-	-	-	-	-	722,796	722,796
Grant-Federal Funds	-	-	-	-	-	-	-	-	-	-
Grant-Other State Funds	-	-	-	-	-	-	-	-	957,569	957,569
Grant-Other County & Local Funds	-	-	-	-	-	-	-	-	409,150	409,150
Grant-Public Foundations	-	-	-	-	-	-	-	-	-	-
Other-Consultant Contracts	-	-	-	-	-	-	-	-	-	-
Subtotal-Grants and Special Projects	-	-	-	-	-	-	-	-	8,061,869	8,061,869
Total Expense	170,351	61,653	65,740	128	244,439	16,088	7,889	824,893	8,061,869	9,453,050

Appendix

WATERSHED CONSERVATION AUTHORITY
PERSONNEL BUDGET FISCAL YEAR 2023-2024

	Mid Year Budget Update FYE 2023	Actual as of 05/31/23	Additional Projected through 06/30/23	Forecasted FYE 2023	Budget FYE 2024	\$ Change Budget '23 vs. Budget '24
	A	B	C	D	E	G = E - A
Expense Detail						
Salaries	462,484	319,142	24,575	343,717	575,656	113,172
Compensation Plan Adjustment	79,267	-	-	-	79,267	-
Benefits	126,384	65,513	2,048	67,561	114,310	(12,074)
Fixed Fees	2,021	1,845	-	1,845	1,593	(428)
Employer Taxes	46,760	25,028	1,820	26,847	54,067	7,307
Personnel Subtotal	716,916	411,528	28,443	439,971	824,893	107,977
Total Expense	716,916	411,528	28,443	439,971	824,893	107,977

Personnel Detail										
Position	Status	Type	Current FY22/23	Proposed FY23/24	Hrs	Proposed FY23/24	Benefits	Employer Taxes	Total Comp	
			A	B	C	D	E	F	G = D + E + F	
Fiscal Manager	Active	Full-Time	\$ 33.80	\$ 34.81	2080	\$ 72,405	\$ 14,040	\$ 7,558	\$ 94,003	
Fiscal Manager	Hiring	Full-Time	\$ 33.80	\$ 33.80	2080	\$ 70,304	\$ 13,410	\$ 6,472	\$ 90,186	
Project Manager III	Active	Full-Time	\$ 36.95	\$ 41.75	1560	\$ 65,130	\$ 16,435	\$ 5,362	\$ 86,926	
Project Manager II	Active	Full-Time	\$ 36.23	\$ 37.32	2080	\$ 77,626	\$ 25,240	\$ 8,048	\$ 110,914	
Project Manager II	Active	Full-Time	\$ 32.85	\$ 33.84	2080	\$ 70,387	\$ 12,904	\$ 7,241	\$ 90,532	
Project Manager II	Active	Full-Time	\$ 33.75	\$ 34.09	2080	\$ 70,902	\$ 18,367	\$ 7,289	\$ 96,558	
Project Manager II - Construction	Hiring	Full-Time	\$ 36.82	\$ 36.82	2080	\$ 76,586	\$ 13,913	\$ 6,982	\$ 97,481	
Facilities Administration Assistant	Hiring	Part-Time	\$ 23.00	\$ 23.00	1248	\$ 28,704	\$ -	\$ 3,090	\$ 31,794	
Park Host / Property Assistant	Active	Part-Time	\$ 19.45	\$ 20.03	780	\$ 15,623	\$ -	\$ 2,026	\$ 17,650	
1099 Temp Accounting Assistant	Active	Part-Time	\$ 20.90	\$ 21.53	1300	\$ 27,989	\$ -	\$ -	\$ 27,989	
						\$ 575,656	\$ 114,310	\$ 54,067	\$ 744,033	

June 15, 2023 – Item 9

RESOLUTION 2023-18**RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO APPROVE
FINAL BUDGET FOR FISCAL YEAR 2023/2024.**

WHEREAS, The Watershed Conservation Authority (WCA) has been established as a joint powers agency between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District); and

WHEREAS, the WCA has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, in accordance with Section 10.2 of the WCA Joint Power Agreement the Authority shall adopt an annual budget, in a form approved by the District and the RMC, which budget shall be submitted to the Los Angeles County Board of Supervisors of the District and the RMC for approval; and

WHEREAS, public funds may not be disbursed by the Authority except pursuant to a budget which has been adopted by the Authority and approved by the Los Angeles County Board of Supervisors of the District and the Governing Board of the RMC, and all receipts and disbursements shall be in strict conformance with the adopted and approved budget.

WHEREAS, this action will approve the final budget for Fiscal Year 2023/2024; and

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act; NOW

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated June 15, 2023.
4. **APPROVES** the Watershed Conservation Authority final budget for Fiscal Year 2023/2024.

~ End of Resolution ~

//

Motion:

ViceChair Paul

Second:

Victoria Martinez-muela

Ayes:

15

Nays:

0

Abstentions:


0

Resolution 2023-18

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On June 15, 2023



Vincent Chang
Governing Board Chair

ATTEST: 

Elizabeth St. John
Deputy Attorney General

June 21, 2023 – Item 14

RESOLUTION 2023-38

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES
RIVERS AND MOUNTAINS CONSERVANCY (RMC) APPROVING THE
WATERSHED CONSERVATION AUTHORITY 2023-2024 BUDGET

WHEREAS, The Legislature hereby finds and declares that the San Gabriel River and its tributaries, the lower Los Angeles River and its tributaries, the San Gabriel Mountains, Puente Hills, San Jose Hills, Santa Catalina Island, and the Dominguez Channel watershed constitute a unique and important open-space, environmental, anthropological, cultural, scientific, educational, recreational, scenic, and wildlife resource that should be held in trust to be preserved and enhanced for the enjoyment of, and appreciation by, present and future generations; and

WHEREAS, the RMC is a state agency created to acquire and manage public lands within the Lower Los Angeles River, San Gabriel River, and Dominguez Channel watersheds and Santa Catalina Island; and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement and wildlife and habitat restoration and protection; and

WHEREAS, the Los Angeles County Flood Control District (“District”) is a flood control district, whose purpose is to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property; and

WHEREAS, it is the goal of both the RMC and the District to provide 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; and

WHEREAS, the Watershed Conservation Authority has been established as a joint powers agency between the RMC and the District to implement projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, the RMC must approve the Watershed Conservation Authority’s Fiscal Year 2023/2024 Budget; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

Therefore be it resolved that the RMC hereby:

- 1 FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Division 22.8 of the Public Resources Code.
- 2 FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.

Resolution No. 2023-38

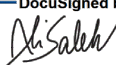
- 3 ADOPTS the staff report dated June 21, 2023.
- 4 APPROVES the Watershed Conservation Authority 2023-2024 Budget.

~ End of Resolution ~

Passed and Adopted by the Board of the
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY on June 21, 2023.


Motion Ms. Margaret Clark Second: Ms. Victoria Martinez-Muela

Ayes: 8 Nays: 0 Abstentions: 0

DocuSigned by:

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~~Dan Arrighi, Governing Board Chair~~
Ali Saleh
Vice Chair

ATTEST:

DocuSigned by:

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Elizabeth St. John
Deputy Attorney General

SECOND AMENDMENT TO WATERSHED CONSERVATION AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

PREAMBLE

Whereas, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (DISTRICT) entered into a Joint Exercise of Powers Agreement, in 2003, to establish the Watershed Conservation Authority (WCA); and

Whereas, the RMC and DISTRICT entered into an Amendment to Watershed Conservation Authority Joint Exercise of Powers Agreement, in 2010; and

Whereas, in 2022 the territory of the RMC was expanded to include the Dominguez Channel watershed; and

Whereas, the RMC and the DISTRICT desire to make additional amendments to the Watershed Conservation Authority Joint Exercise of Powers Agreement;

Now, therefore, pursuant to the Joint Exercise of Powers Act (Government Code § 6500 et seq.) the RMC and DISTRICT agree to amend the Watershed Conservation Authority Joint Exercise of Powers Agreement as follows:

SECTION 1. Section 1 is amended to read as follows:

1. PURPOSE

- 1.0. The purpose of this agreement is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancements of the San Gabriel, Lower Los Angeles, and Dominguez Channel Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation.

SECTION 2. Section 3 is amended to read as follows:

3. JURISDICTION

- 3.0. For purposes of this agreement, the San Gabriel, Lower Los Angeles, and Dominguez Watershed Area shall include such areas as may be needed to provide additional open space and recreational amenities that will further the purpose of this agreement within the following territory:

- (e) The hydrologic basin or watershed that coincides with the Dominguez Channel watershed bounded by Manchester Boulevard in the City of Inglewood to the north and the Los Angeles and Long Beach Harbors to the south.
- (f) The AUTHORITY, upon approval of all the parties to this Agreement, may acquire property, or engage in activities outside the San Gabriel, Lower Los Angeles, and Dominguez Channel Watershed area as defined in section 3.0 of this Agreement, to the extent necessary to carry out the purposes set forth in Section One of this Agreement.

SECTION 3. Section 16 is amended to read as follows:

16. CONTRIBUTION OF THE PARTIES

- 16.0. Contribution of RMC. Exclusive of grants which the RMC may award to the AUTHORITY or the DISTRICT from time to time, the RMC's annual contribution to the AUTHORITY shall not exceed the "RMC Contribution Limit". The RMC Contribution Limit shall be \$159,495 for fiscal year 2023-2024 and shall be adjusted in subsequent fiscal years in accordance with changes in the Consumer Price Index for all urban consumers in the Anaheim, Los Angeles, and Riverside areas. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the RMC loaned by it to the AUTHORITY, if any.
- 16.1. Contribution of DISTRICT. Exclusive of grants which the DISTRICT may award to the AUTHORITY from time to time, the DISTRICT's annual contribution to the AUTHORITY shall not exceed the "District Contribution Limit". The District Contribution Limit shall be \$50,000 for fiscal year 2023-2024 and shall be adjusted in subsequent fiscal years in accordance with changes in the Consumer Price Index for all urban consumers in the Anaheim, Los Angeles, and Riverside areas. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the DISTRICT loaned by it to the AUTHORITY, if any.
- 16.4. The RMC has delegated authority, under certain circumstances, to enter into contracts not exceeding \$159,495 for fiscal year 2023-2024 and increase of Consumer Price Index for subsequent fiscal years, without the approval from California Department of General Services. If this contract approval delegation

amount is adjusted pursuant to the State Administrative Manual or State Contracting Manual, or similar directive, the limitation on the total value of the contributions of the RMC, as described in Section 16.0., shall be automatically adjusted such that the value of such contributions shall remain within the contract delegation amount.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Watershed Conservation Authority Joint Exercise of Powers Agreement to be executed on the _____ day of _____, 2023 by their respective, duly authorized representatives.

San Gabriel and Lower Los Angeles

Rivers and Mountains Conservancy

By _____

Chairperson

Los Angeles County Flood Control District

By _____

Chief Engineer



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

→ DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

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

March 6, 2003

IN REPLY PLEASE
REFER TO FILE: WM-6

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

E 34

APR 01 2003

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

Dear Supervisors:

**WATER CONSERVATION AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT
SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5
3 VOTES**

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

Approve and sign the enclosed Water Conservation Authority Joint Exercise of Powers Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) proposes to enter into a Joint Powers Agreement with the Los Angeles County Flood Control District to create a new Joint Powers Authority (JPA) to pursue projects of mutual interest.

The JPA will facilitate development and implementation of a more comprehensive program to improve open space and recreational opportunities for 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. The JPA would also contemplate acquisition and protection of lands for watershed protection, conservation, natural open space, and recreational purposes. This program is consistent with the RMC's San Gabriel and Los Angeles Rivers Watershed and Open Space Plan approved by your Board on May 14, 2002. This program will also

facilitate the RMC's funding of projects identified in the Los Angeles and San Gabriel Rivers Master Plans. This collaborative effort should foster partnerships needed to more efficiently manage the maintenance, security, and liability aspects associated with implementing these projects.

It is proposed that the governing board of the JPA consist of four members from the RMC Board and four members of the Board of Supervisors or their designees from Supervisorial Districts 1, 2, 4, and 5. The Director of Public Works would serve as a nonvoting ex-officio member of the governing board. It is anticipated that the governing board will be filled immediately after the JPA is approved by your Board.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Fiscal Responsibility by developing a partnership to effectively manage our resources and Organizational Effectiveness due to cross jurisdictional collaboration.

FISCAL IMPACT/FINANCING

This program will facilitate the RMC's ability to award State dollars to fund projects of mutual interests.

The agreement provides for both parties to make monetary contributions to the JPA. The District's contribution shall not exceed \$25,000 in any fiscal year, plus \$500 per annum to cover costs of mailing notices and other required expenditures. The agreement also provides for the mutual exchange of services by the parties without payment of any consideration other than those services provided by the other party. The funds will come from the Flood Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement is authorized pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq.)

ENVIRONMENTAL DOCUMENTATION

Approving the Joint Powers Agreement is not an action subject to the provisions of the California Environmental Quality Act (CEQA) in that it can be seen with certainty that the Joint Powers Agreement will not result in a direct or reasonably foreseeable indirect physical change in the environment [Section 15061(b)(3) of the State CEQA guidelines].

The Honorable Board of Supervisors
March 6, 2003
Page 3

Approving this Joint Powers Agreement will have no environmental impact. Any project that may be proposed under the JPA and pursued for construction or implementation will undergo the appropriate environmental review.

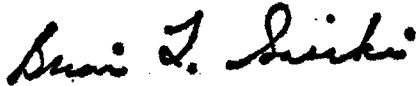
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this Joint Powers Agreement would not have a significant negative impact on the current level of services provided by the District or by the County of Los Angeles.

CONCLUSION

Please return three approved copies of the Joint Powers Agreement and three copies of this letter to Public Works.

Respectfully submitted,



JAMES A. NOYES
Director of Public Works

TSS:sv
P:\WMPUB\ISGR Watershed\HOA_167220_1brdltr.wpd

Enc.

clm
RHK
cc: Chief Administrative Office
County Counsel (Yanai)
Department of Regional Planning
Department of Parks and Recreation
Rivers and Mountains Conservancy

bc: Watershed Management (Schales)

**WATERSHED CONSERVATION AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

PREAMBLE

Whereas, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy was established in 1999 to ~~acquire and manage public lands within the Lower Los Angeles River and San Gabriel River watersheds, and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement, wildlife and habitat restoration and protection; and~~

Whereas, The Los Angeles County Flood Control District is a flood control district, the objects and purposes of which are to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property in said district.

Whereas, The Los Angeles County Flood Control District is further authorized to provide, by agreement with other public agencies or private persons or entities, for the recreational use of the ~~lands, facilities, and works~~ of such district which shall not interfere, or be inconsistent, with the primary use and purpose of such lands, facilities, and works for flood control and water conservation, and to preserve, enhance, and add recreational features to its properties for the protection, preservation, and use of the scenic beauty and natural environment; Now

Therefore, Pursuant to the Joint Exercise of Powers Act (Government Code § 6500 et seq.) the San Gabriel and Lower Los Angeles Rivers and Mountains RMC (hereinafter RMC and the Los Angeles County Flood Control District (hereinafter District) agree as follows:

1. PURPOSE

1.0. The purpose of this agreement is to provide 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.

1.1. As a further necessary and integral purpose of this agreement, the acquisition and protection of lands for watershed protection, conservation, natural open space, and recreational purposes is contemplated using existing resources and additional resources that may be available by virtue of the joint efforts of the parties to this agreement.

1.2. Acquisition may be by way of gift, devise, purchase, or exchange and shall extend to any interest in real or personal property necessary to carry out the purposes of this agreement.

2. COMMON POWERS

2.0. The parties hereto agree to exercise their common powers to the maximum extent thereof for the purposes of implementing this agreement, including, but not limited to, all the powers specified in Joint Exercise of Powers Act, codified in Chapter 5 of Division 7 of Title 1 of the Government Code (commencing with § 6500), as may be amended during the term of this Agreement.

2.1. Except as otherwise provided in paragraph 2.3 below, such powers are subject to the restrictions upon the manner of exercising the powers as imposed upon the District as provided in, and for the purposes of, Government Code § 6509.

2.2. The AUTHORITY shall have no power to acquire property by eminent domain or to raise revenues and/or incur debt through taxation, assessment and/or levy of any kind. Notwithstanding the foregoing prohibition, a party to this agreement may form a benefit district or incur debt, within its individual boundaries and utilizing its statutory authority, in furtherance of the purposes of the AUTHORITY.

2.3. The AUTHORITY shall be subject to all laws (including building ordinances and zoning ordinances), regulations and general and specific plans of any city or county in which the AUTHORITY proposes to take action.

3. JURISDICTION

3.0. For purposes of this agreement, the San Gabriel and Lower Los Angeles Rivers Watershed Area shall include such areas as may be needed to provide additional open space and recreational amenities that will further the purposes of this agreement within the following territory:

- (a) The hydrologic basin or watershed that coincides with the upper San Gabriel River watershed, including the Upper Rio Hondo tributary, but not including any land area within the Santa Monica Mountains Conservancy as described in Chapter 2 (commencing with Section 33100) and Chapter 3 (commencing with Section 33200) of Division 23. The hydrologic basin or watershed is bounded by the San Gabriel Mountains to the north, the San Jose Hills to the east, the Puente Hills to the south, and by a series of hills and the Raymond Fault to the west.
- (b) The hydrologic basin or watershed that coincides with the lower San Gabriel River watershed.
- (c) The San Gabriel Mountains, including the Foothills Mountains Conservancy and the Puente Hills and San Jose Hills area, except any land area within the Santa Monica Mountains Conservancy as described in Chapter 2 (commencing with Section 33100) and Chapter 3 (commencing with Section 33200) of Division 23.
- (d) The hydrologic basin or watershed that coincides with the lower Los Angeles River south of the northernmost boundary of the City of Vernon, as of June 1, 1999, except any land area within the Santa Monica Mountains Conservancy, as described in Chapter 2 (commencing with Section 33100) and Chapter 3

(commencing with Section 33200) of Division 23.

- (e) The AUTHORITY, upon approval of all the parties to this Agreement, may acquire property, or engage in activities outside the San Gabriel and Lower Los Angeles Rivers Watershed area as defined in section 3.0 of this Agreement, to the extent necessary to carry out the purposes set forth in Section One of this Agreement.

4. SEPARATE ENTITY

4.0. The "Watershed Conservation Authority" (hereinafter "AUTHORITY") is hereby established as a separate public entity within the meaning, and for the purposes of, the Joint Exercise of Powers Act (Government Code § 6500 *et seq.*).

5. GOVERNING BOARD

5.0. The Authority shall be governed by a "board constituted pursuant to the agreement" within the meaning of Government Code § 6506.

5.1. The Governing Board of the AUTHORITY shall consist of eight (8) voting members and one (1) non-voting member as follows:

- (a) Four voting members appointed by the Governing Board of the RMC, none of whom shall be a member appointed by the Los Angeles County Board of Supervisors.
- (b) The four voting members of the Board of Supervisors of the Los Angeles County Flood Control District, or their designees, who represent the areas or portions thereof contained within the territory for the RMC.
- (c) The Director of the Los Angeles County Department of Public Works shall serve as a non-voting, ex officio member of the Governing Board.

6. MEETINGS

6.0. 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.

6.1. The Authority shall keep, or cause to be kept, the minutes of the Governing Board's meetings, and shall as soon as possible after each meeting, forward a copy of the minutes to each member of the Governing Board and to the governing body of each of the participating entities to this agreement.

7. QUORUM AND PROCEDURE

7.0. A majority of the Governing Board shall constitute a quorum for the transaction of business. The affirmative vote of a majority of those members present and voting shall constitute an action of the Governing Board.

Where applicable, *Robert's Rules of Order, Newly Revised*, shall govern the procedures of the Governing Board, except when inconsistent with the Ralph M. Brown Act.

8. COMPENSATION

8.0. Members of the Governing Board shall serve without compensation except that a reasonable allowance or reimbursement for attendance at meetings of the Governing Board, as determined by the Governing Board, may be paid to the public members in an amount not to exceed \$50 to the extent compatible with Government Code §1126, Public Contract Code §§ 10410 and 10411, and any other applicable statute.

9. ADMINISTRATION

9.0. The AUTHORITY shall be administered in accordance with the policies and directives of the Governing Board. It shall have an Executive Officer who shall perform the functions stated in Government Code § 6505.1.

9.1. The Executive Officer of the RMC shall serve *ex officio*, without compensation, as Executive Officer of the AUTHORITY.

9.2. The AUTHORITY may use counsel from its member agencies, or it may retain independent counsel.

9.3. To implement this Agreement the parties hereto may loan employees to the AUTHORITY.

10. FISCAL CONTROLS

10.0. The fiscal year of the AUTHORITY shall be the fiscal year of the DISTRICT.

10.1. To the extent funds are legally available therefore; the DISTRICT and the RMC are hereby authorized to make payments and contributions of public funds, as provided in Section 6504 of the Government Code.

10.2. The AUTHORITY shall be strictly accountable for all funds, receipts, and disbursements. The AUTHORITY shall adopt an annual budget, in a form approved by the DISTRICT and the RMC, which budget shall be submitted to the Board of Supervisors of the DISTRICT and the RMC for approval. Public funds may not be disbursed by the AUTHORITY except pursuant to a budget which has been adopted by the AUTHORITY and approved by the Board of Supervisors of the DISTRICT and the Governing Board of the RMC, and all receipts and disbursements shall be in strict conformance with the adopted and approved budget.

10.3. The treasurer of the DISTRICT shall act as the treasurer of the AUTHORITY and shall be the depository and have custody of all money of the AUTHORITY from whatever source. The AUTHORITY shall reimburse the DISTRICT for costs incurred pursuant to this section, subject to prior approval of the Governing Board. The treasurer so designated shall:

- (a) Receive all money of the AUTHORITY and place it in the treasury of the DISTRICT, or other appropriate account, to the credit of the AUTHORITY.

- (b) Be responsible on his official bond for the safekeeping and disbursement of all AUTHORITY money so held by him or her.
- (c) Pay, when due, out of money of the AUTHORITY so held, all sums due on outstanding obligations of the AUTHORITY. Said sums shall be paid only by warrants of the public officer performing the functions of auditor or controller of this AUTHORITY.
- (d) Verify and report in writing on a quarterly basis to the AUTHORITY and to the parties to this agreement, the amount of receipts since the last report, and the amount paid out since the last report.

10.4. The Auditor Controller of the DISTRICT shall perform the functions of auditor or controller of the Authority. The Auditor Controller shall either make or contract with a certified public accountant to make, annual audit of the accounts and records of the AUTHORITY. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and shall conform to generally accepted auditing standards. Where an audit of an account and records is made by a certified public accountant, a report thereof shall be filed as a public record with each of the parties to this agreement. Such report shall be filed within six months of the end of the fiscal year under examination. Any costs of the audit, including contracts with or employment of a certified public accountant shall be borne by the AUTHORITY and charged against any unencumbered funds of the AUTHORITY. The AUTHORITY shall reimburse the DISTRICT for costs incurred in connection with the performance of any other functions by the Auditor Controller, pursuant to this section, subject to prior approval of the Governing Board

10.5. The AUTHORITY shall have the power to invest any money in the treasury of the AUTHORITY that is not required for the immediate necessities of the AUTHORITY, as the AUTHORITY determines advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

11. BONDS

11.0. Each member of the Governing Board, the Executive Officer, and treasurer shall file an official bond with the AUTHORITY. When deemed appropriate by the AUTHORITY, a master bond may be utilized as referred to in Government Code Section 1481, and the bond shall also comply with the requirements of Title 1, Division 4, Chapter 3 of the Government Code, with those sections being deemed applicable to the AUTHORITY to the extent the DISTRICT deems appropriate. The bond shall be in the amount of not less than \$50,000. The premium shall be paid by the AUTHORITY.

12. LIABILITY

12.0. The tort liability of the AUTHORITY and of all members of the Governing Board, and the executive officer and employees of the parties to this agreement, who may be loaned to the AUTHORITY, shall be controlled by the provisions of Division 3.6 of the Government Code. The provisions of Division 3.6 of the Government Code relating to indemnification of public employees and the defense of actions arising out of any act or omission occurring in the scope of their employment shall apply to all members of the Governing Board, officers, and employees with respect to the AUTHORITY.

12.1 Pursuant to Section 6508.1 of the Government Code, the parties agree that the RMC shall assume all liabilities arising out of or with respect to:

- (a) Any and all actions taken by AUTHORITY personnel acting on RMC property pursuant to a reciprocal management agreement between the RMC and the AUTHORITY; and
- (b) Any and all property owned by the AUTHORITY which is subject to a reciprocal management agreement between the RMC and the AUTHORITY.

12.2 Except as to those liabilities specifically provided for in Section 13.1, the parties to this Agreement specify that the debts, liabilities, and obligations of the AUTHORITY shall not be the debts, liabilities, and obligations of either of the parties to this Agreement.

12.3 In addition, the AUTHORITY may insure itself and the parties, and the officers and employees of the parties, in a manner, form and amount appropriate and acceptable to the DISTRICT and the RMC.

13. DISPOSITION OF PROPERTY AND FUNDS

13.0 Upon termination of this Agreement, the AUTHORITY forthwith shall wind up its affairs, including discharging all of its outstanding legal obligations. Personal property and funds remaining in the AUTHORITY shall be returned to the party from which the funds or personal property were obtained, except as mutually agreed by the parties. All real property, if any, owned by the AUTHORITY shall be conveyed as the AUTHORITY shall determine, and if no determination is made, then such property shall be deemed to be conveyed to the DISTRICT and the RMC, in equal interests, as tenants in common.

14. WITHDRAWAL OF PARTIES AND TERMINATION OF AGREEMENT

14.0 Any party may withdraw as a party to this Agreement provided that: (1) at the time of withdrawal, that party has either discharged, or arranged to the satisfaction of the other party to this Agreement for the discharge of, any pending legal or financial obligations it has assumed under or pursuant to this Agreement and (2) it provides written notice of its intent to withdraw to the Executive Officer not less than three months prior to the effective date of its withdrawal.

14.1 Upon the effective date of the withdrawal of either party from this Agreement, this Agreement shall be deemed terminated.

15. NON LIABILITY OF PARTIES

15.0 Except as provided in Section 12 of this Agreement, neither the AUTHORITY nor the Governing Board shall have the power or authority to bind the parties to this agreement, or any of them to any debt, liability, contract, or obligation, or to employ any person on behalf of the parties, or any of them,

15.1 No action or omission of the parties or any of them shall be attributable to any other parties to this agreement except as expressly provided in Section 12 of this Agreement.

15.2. The AUTHORITY may maintain such public liability and other insurance as in its discretion is deemed appropriate and to the extent the cost of premiums thereof are provided for in the approved budget of the AUTHORITY.

16. CONTRIBUTION OF THE PARTIES

16.0. Contribution of RMC. Exclusive of grants which the RMC may award to the AUTHORITY or the DISTRICT from time to time, the RMC contribution to the AUTHORITY shall not exceed \$35,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the RMC loaned by it to the AUTHORITY, if any.

16.1 Contribution of DISTRICT. ~~Exclusive of grants which the DISTRICT may award to the AUTHORITY from time to time, the DISTRICT contribution to the AUTHORITY shall not exceed \$25,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the DISTRICT loaned by it to the AUTHORITY, if any.~~

16.2 Sections 16.0 and 16.1 shall not affect the mutual exchange of services between parties to this agreement and the AUTHORITY without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government Code.

16.3 Each party to this agreement shall contribute \$500 per annum to cover costs of mailing notices and other required expenditures.

16.4 The RMC has delegated authority, under certain circumstances, to enter into contracts not exceeding \$35,000, without the approval from the California Department of General Services. If this contract approval delegation amount is adjusted pursuant to the State Administrative Manual or State Contracting Manual, or similar directive, the limitation on the total value of the contributions of the RMC, as described in Section 16.0, shall be automatically adjusted such that the value of such contributions shall remain within the contract delegation amount.

17. NON_DISCRIMINATION

17.0. The provisions of the State of California Non-Discrimination Clause (Form 17B) are by this reference incorporated herein.

18. APPLICATION OF POWERS

18.0. Insofar as powers common to the DISTRICT included in this agreement, and not to the RMC, are exercised by the AUTHORITY, the governing Board and officers thereof shall exercise such powers as the administering agency of this agreement pursuant to Government code Section 6506, notwithstanding the fact that they may be appointed by, or representative of, the RMC.

19. AMENDMENT TO THE AGREEMENT

19.0. The provisions of this agreement shall be amended solely upon the adoption of a resolution to amend by each party to the agreement.

20. TERM

20.0 This Agreement shall continue in full force and effect from year to year until terminated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the 24th day of April, 2003 by their duly authorized representatives.

San Gabriel and Lower Los Angeles
Rivers and Mountains Conservancy

By: *Frank A. [Signature]*
Chairperson

Los Angeles County Flood Control District

By: *James A. Noyes*

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By: *Yvonne Bartholomew [Signature]*
Chairperson

Date: APR 24 2003

ATTEST:
Violet Varona-Lukens
Executive Officer-Clerk of
The Board of Supervisors

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: *Sybil J. Villalobos*

By: *[Signature]*



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34

APR 1 2003

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER



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 31, 2010

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#28 AUGUST 31, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**WATERSHED CONSERVATION AUTHORITY
FISCAL YEAR 2010-11 ANNUAL BUDGET
AND JOINT EXERCISE OF POWERS AGREEMENT AMENDMENT
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)
(3 VOTES)**

SUBJECT

This action is to approve the Watershed Conservation Authority's annual budget for Fiscal Year 2010-11 to continue the development and implementation of projects that enhance flood protection and water conservation while also providing open space and recreational opportunities within the San Gabriel River and Lower Los Angeles River Watersheds and to approve changes to the Watershed Conservation Authority Joint Exercise of Powers Agreement.

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

1. Approve the Fiscal Year 2010-11 Budget for the Watershed Conservation Authority.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to pay \$25,500 to the Watershed Conservation Authority.
3. Adopt a resolution to amend the Watershed Conservation Authority Joint Exercise of Powers Agreement to change the composition of the governing board; to reassign the responsibilities and functions related to accounting, fiscal, and financial management of the Watershed Conservation Authority; and to increase the annual not-to-exceed contribution by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy from \$35,000 to \$50,000.

4. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute an amendment to the Watershed Conservation Authority Joint Exercise of Powers Agreement consistent with the resolution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Watershed Conservation Authority (WCA) is a joint powers agency comprised of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (LACFCD). The purpose of the recommended actions is to approve the WCA's annual budget for Fiscal Year 2010-11 (Exhibit A) in order to provide funding for the continuation of all WCA projects. Your Board's approval will allow the WCA to commence receipt and disbursement of funds in conformance with the adopted budget.

The purpose of the recommended actions is also to adopt the enclosed resolution to amend the WCA Joint Exercise of Powers Agreement (JPA). The proposed amendments, which have been approved by County Counsel, involve the following: (1) a reduction in the number of voting members on the governing board from eight to seven, (2) a reduction in the number of Board members appointed by the RMC from four to three, (3) a requirement that the governing board elect a chair and vice-chair from the Board members appointed by the LACFCD, (4) the assignment of responsibility to the chair for the appointment of all WCA employees involved in the accounting, fiscal, or financial management of the WCA, (5) the assignment of responsibility to the chair for the fiscal administration of all grants or contracts between the WCA and the RMC, and (6) an increase in the RMC's annual contribution limit from \$35,000 to \$50,000.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) by collaborating cross jurisdictionally and developing a partnership to effectively manage and leverage our resources.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The proposed projects and other expenditures identified in the enclosed budget will be funded by Propositions 40, 50, and 84 grants awarded to the WCA by the RMC. Approval of the budget will enable the WCA to award State funds to projects of mutual interest to the LACFCD and RMC.

The JPA previously approved between the LACFCD and RMC also provides for both parties to make contributions to the WCA. The value of the LACFCD's contribution shall not exceed \$25,000 in any fiscal year, plus \$500 per annum to cover the costs of mailing notices and other required expenditures. Sufficient funds to cover the LACFCD's contribution have been included in the Fiscal Year 2010-11 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 1, 2003, Synopsis 34, your Board approved a JPA between the LACFCD and the RMC to create the WCA. Creation of the WCA was authorized pursuant to the Joint Exercise of Powers Act under Government Code, Section 6500, et. seq. The role of the WCA is to facilitate the development and implementation of a comprehensive program to improve open space and recreational

opportunities within the San Gabriel River and Lower Los Angeles River Watersheds that are consistent with the goals of flood protection, water supply, groundwater recharge, and water conservation. The WCA is also empowered to acquire and protect lands for watershed protection, conservation, natural open space, and recreational purposes.

The JPA entered into by the LACFCD and RMC contains several terms and conditions regarding fiscal controls over expenditures of public funds. The WCA is required to adopt an annual budget in a form approved by the LACFCD and RMC. The WCA may only disburse funds pursuant to a budget that has been adopted by the WCA and approved by your Board and the governing board of the RMC.

The WCA budget for Fiscal Year 2010-11 has been approved by the governing boards of both the WCA and RMC. Copies of the RMC and WCA resolutions are enclosed (Resolution Nos. 2010-70 and 2010-60, respectively).

Presently, the Executive Officer serves both the RMC and the WCA. Additionally, there are currently eight voting members on the WCA's governing board; four members appointed by the RMC and four voting members appointed by the LACFCD.

The proposed amendments to the JPA regarding the change in the composition of the governing board and the reassignment of the responsibilities and functions related to accounting, fiscal, and financial management of the WCA are recommended in order to remove the potential or perception of improper influence of the RMC on the WCA.

The recommended increase in the RMC's annual not-to-exceed contribution to the WCA is being proposed to allow the RMC to provide additional operation and maintenance funds for the properties acquired by the WCA since its creation.

ENVIRONMENTAL DOCUMENTATION

The approval of the WCA's annual budget 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 action is a fiscal activity that does not involve any commitment to a specific project, which may result in a potentially significant physical impact on the environment.

The adoption of the resolution to amend the WCA JPA is also not a project pursuant to the 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 action is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The LACFCD will gain benefit from this action through the sustained operation of the WCA, the continued partnership with the RMC in developing projects of mutual interest, and increasing its ability to approve the distribution of funding. There will be no negative impact on current County services or projects during the performance of the recommended actions.

The Honorable Board of Supervisors
8/31/2010
Page 4

CONCLUSION

Please return four adopted copies of this letter and the amendment agreement to the Department of Public Works, Watershed Management Division.

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:cp

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO ADOPT AMENDMENT TO WATERSHED CONSERVATION AUTHORITY JOINT
EXERCISE OF POWERS AGREEMENT**

WHEREAS, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (LACFCD) entered into a Joint Exercise of Powers Agreement (JPA), in 2003, to establish the Watershed Conservation Authority (WCA); and

WHEREAS, the RMC and the LACFCD desire to amend certain provisions of the WCA JPA; and

WHEREAS, Section 19 of said JPA provides that the agreement shall be amended solely upon the adoption of a resolution to amend by each party to the agreement.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE LACFCD HEREBY RESOLVES to amend the above-referenced JPA agreement as described in the Amendment to WCA JPA, attached hereto as Exhibit "A."

The foregoing Resolution was adopted on the 31 day of August, 2010, by the Board of Supervisors of the County of Los Angeles acting ex officio, as the Board of Supervisors of the Los Angeles County Flood Control District.



SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By

Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

BY

Carole Suzuki For

Deputy *Rosa Linda Cruz*

LA:lm

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**AMENDMENT TO WATERSHED CONSERVATION AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

PREAMBLE

Whereas, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District) entered into a Joint Exercise of Powers Agreement, in 2003, to establish the Watershed Conservation Authority; and

Whereas, the RMC and the District desire to amend certain provisions of the Watershed Conservation Authority, Joint Exercise of Powers Agreement; Now

Therefore, Pursuant to the Joint Exercise of Powers Act (Government Code § 6500 et seq.) the RMC and District agree to amend the Watershed Conservation Authority Joint Exercise of Powers Agreement as follows:

SECTION 1: Section 5 is amended to read as follows:

5. GOVERNING BOARD

5.0. The Authority shall be governed by a "board constituted pursuant to the agreement" within the meaning of Government Code § 6506.

5.1. The Governing Board of the AUTHORITY shall consist of seven (7) voting members and one (1) non-voting member as follows:

- (a) Three voting members appointed by the Governing Board of the RMC, none of whom shall be a member appointed by the Los Angeles County Board of Supervisors.
- (b) The four voting members of the Board of Supervisors of the Los Angeles County Flood Control District, or their designees, who represent the areas or portions thereof contained within the territory for the RMC.
- (c) The Director of the Los Angeles County Department of Public Works shall serve as a non-voting, ex officio member of the Governing Board.

5.2 The Governing Board shall elect a Chair and Vice-Chair for two year terms. Only members identified in Section 5.1 (b) shall be considered for election as Chair and Vice Chair.

SECTION 2. Section 9 is amended to read as follows:

9. ADMINISTRATION

9.0. The AUTHORITY shall be administered in accordance with the policies and directives of the Governing Board. It shall have an Executive Officer who shall perform the functions stated in Government Code § 6505.1.

9.1. The Executive Officer of the RMC shall serve *ex officio*, without compensation, as Executive Officer of the AUTHORITY

9.2. The AUTHORITY may use counsel from its member agencies, or it may retain independent counsel.

9.3 To achieve the purposes of this Agreement, AUTHORITY may establish positions and fix the salaries of employees for the AUTHORITY.

9.4 The Chair shall appoint all AUTHORITY employees involved in the accounting, fiscal, or financial management of the AUTHORITY. The Chair may delegate the appointment and day-to-day supervision of these employees to a Fiscal Manager, also appointed by the Chair.

9.5 The Executive Officer of the Authority shall appoint employees for positions established by the Governing Board and shall be responsible for the supervision thereof other than those employees performing the duties specified in Section 9.4.

9.6. To implement this Agreement the parties hereto may loan employees to the AUTHORITY.

SECTION 3. Subsection 10.6 is added to Section 10, to read as follows:

10.6 The Chair, as specified in Section 9.4 of this Agreement shall be responsible for the fiscal administration of all grant or contracts between the AUTHORITY and the RMC. All employees performing fiscal functions as specified in Section 9.4 shall operate independent of, and without regard to any direction from the Executive Officer and shall have the full power to exercise their independent fiduciary judgment with respect to any accounting, fiscal, or financial matter of the AUTHORITY.

SECTION 4. Section 16.0 is amended to read as follows:

16. CONTRIBUTION OF THE PARTIES

16.0. Contribution of RMC. Exclusive of grants which the RMC may award to the AUTHORITY or the DISTRICT from time to time, the RMC contribution to the AUTHORITY shall not exceed \$50,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the RMC loaned by it to the AUTHORITY, if any.

16.1 Contribution of DISTRICT. Exclusive of grants which the DISTRICT may award to the AUTHORITY from time to time, the DISTRICT contribution to the AUTHORITY shall not exceed \$25,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the DISTRICT loaned by it to the AUTHORITY, if any.

16.2 Sections 16.0 and 16.1 shall not affect the mutual exchange of services between parties to this agreement and the AUTHORITY without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government Code.

16.3 Each party to this agreement shall contribute \$500 per annum to cover costs of mailing notices and other required expenditures.

16.4 The RMC has delegated authority, under certain circumstances, to enter into contracts not exceeding \$50,000, without the approval from the California Department of General Services. If this contract approval delegation amount is adjusted pursuant to the State Administrative Manual or State Contracting Manual, or similar directive, the limitation on the total value of the contributions of the RMC, as described in Section 16.0, shall be automatically adjusted such that the value of such contributions shall remain within the contract delegation amount.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to agreement to be executed on the ____ day of _____, 2010 by their duly authorized representatives.

San Gabriel and Lower Los Angeles
Rivers and Mountains Conservancy

By: _____

Chairperson

Los Angeles County Flood Control District

By: _____

June 21, 2023 – Item 13

RESOLUTION 2023-37

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES
RIVERS AND MOUNTAINS CONSERVANCY (RMC) APPROVING TO
AMEND THE RMC-WCA JPA AGREEMENT

WHEREAS, The Legislature hereby finds and declares that the San Gabriel River and its tributaries, the lower Los Angeles River and its tributaries, the San Gabriel Mountains, Puente Hills, San Jose Hills, Santa Catalina Island, and the Dominguez Channel watershed constitute a unique and important open-space, environmental, anthropological, cultural, scientific, educational, recreational, scenic, and wildlife resource that should be held in trust to be preserved and enhanced for the enjoyment of, and appreciation by, present and future generations; and

WHEREAS, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) is a state agency created to acquire and manage public lands within the Lower Los Angeles River, San Gabriel River, and Dominguez Channel watersheds and Santa Catalina Island; and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement and wildlife and habitat restoration and protection; and

WHEREAS, the Los Angeles County Flood Control District (“District”) is a flood control district, whose purpose is to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property; and

WHEREAS, it is the goal of both the RMC and the District to provide 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; and

WHEREAS, the Watershed Conservation Authority has been established as a joint powers agency between the RMC and the District to implement projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and to include the Dominguez Channel Watershed, and

WHEREAS, the RMC must provide annual contributions to the WCA, exclusive of grant awards, for the Authority’s administration and property management; and is augmenting the fund amount to provide for an increase in the contribution, and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

Therefore be it resolved that the RMC hereby:

- 1 FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Division 22.8 of the Public Resources Code.

Resolution No. 2023-37


- 2 FINDS that the Watershed Conservation Authority expands project boundaries to coincide with RMC funding area inclusive of the Dominquez Channel watershed.
- 3 FINDS that the Watershed Conservation Authority through amendment to the Joint Powers Agreement partner contributions from the RMC shall increase to \$159,495 for FY 2023/2024, and shall be subject to Consumer Price Index (CPI) for LA-Orange-Long Beach in subsequent fiscal years.
- 4 FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
- 5 ADOPTS the staff report dated June 21, 2023.
- 6 APPROVES to amend the RMC-WCA JPA Agreement.

~ End of Resolution ~

Passed and Adopted by the Board of the
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY on June 21, 2023.

Motion Mr. Dave Fredendall Second: Ms. Margaret Clark
Ayes: 8 Nays: 0 Abstentions: 0

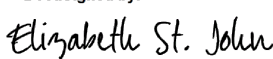
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~~Dan Arrighi, Governing Board Chair~~
Ali Saleh

Vice Chair

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ATTEST:

Elizabeth St. John
Deputy Attorney General