

DATE: July 22, 2019

TO: RMC Governing Board

FROM: Mark Stanley, Executive Officer

SUBJECT: Item 13: Consideration of a resolution to enter a Subvention Agreement with the Watershed Conservation Authority

PROGRAM AREA: All

PROJECT TYPE: All

JURISDICTION: All

PROJECT MANAGER: Salian Garcia

RECOMMENDATION: That the RMC Governing Board approve entering into a Subvention Agreement of an amount not-to-exceed of \$1,500,000 with the Watershed Conservation Authority.

PROJECT DESCRIPTION:

- Exhibit A: Draft Subvention Agreement
- Exhibit B: Watershed Conservation Authority Joint Powers Agreement

In order to support the Watershed Conservation Authority (WCA) in developing and constructing projects in the Lower Los Angeles and San Gabriel River watersheds, the Rivers and Mountains Conservancy (RMC) will provide aid of a not-to-exceed amount of One Million and Five Hundred Thousand Dollars (\$1,500,000). The disbursed funds will be held in a separate fund with the County of Los Angeles Auditor-Controller, WCA’s fiscal agent, for the sole purpose of the aid, which is a perpetual fund – similar to a revolving, non-wasting cash fund – to support the WCA while it awaits reimbursements from its various grantors. At least quarterly, the RMC will evaluate the performance of the subvention aid as well as WCA’s cash flow to determine whether the subvention fund is meeting its intended purpose and in compliance with agreed upon fund obligations.

The intention of the Subvention aid is to primarily ensure the WCA has available cash outside of its restricted and operational funds to continue the implementation and construction of projects. The WCA, a joint powers authority whose members are the RMC and Los Angeles County Flood Control District, is a critical element to the watersheds of the Lower Los Angeles River and San Gabriel River. The RMC, and its relationship with the County of Los Angeles as a fiduciary partner, in addition to its other roles, willingness to continue the financial feasibility of the WCA is based on current and future construction projects to support the watersheds and the public benefits resulting therefrom such as passive recreational activity, habitat restoration, and open space and art elements.

By authorizing the RMC to enter into a Subvention agreement the benefits accruing as a result of the transactions completed by this agreement, include, without limitation, (i) fulfillment of the WCA mission, (ii) direct benefits such as revenues from the projects and increased revenues

from property, parking, local businesses, (iii) the enhanced economic opportunities for business surrounding the projects and in the Lower Los Angeles and San Gabriel River watersheds, and (iv) the benefits such as revitalization of the Lower Los Angeles River together with the WCA's obligations to its communities, partners, and grantors.

BACKGROUND: The WCA was established in 2003 pursuant to the Joint Excise of Powers Act under Government Code, Section 6500, et. seq. It is a local public entity of the State of California exercising joint powers of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy and the Los Angeles County Flood Control District. 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 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 WCA is funded primarily by grants and receives limited funding from JPA Partner contributions and lease revenues for operational expenses. Furthermore, WCA is limited to operating within the confines of a strictly cash position with the County of Los Angeles Auditor-Controller's Office. Additionally, the WCA does not have the power to raise revenues or incur debt through taxation, assessment, and/or levy of any kind, further restricting the WCA to have limited available funding.

The WCA historically has been able to leverage funding from available operational funds to self-sustain while awaiting reimbursement from its various grantors, including local, state, and federal agencies. However, as project activity increased over the last few fiscal years, so has the level of meticulous administrative and operational tasks associated with the projects. WCA currently has one regional park project under construction and another on deck to begin in August 2019. Together, these two construction projects are projected to expend approximately \$6,000,000 over the next seven to nine months. While the start of the negative cash flow position is anticipated to begin in July 2019, the maximum anticipated gap during this period is forecasted to be \$1,442,576 occurring in November 2019.

After construction, the WCA is not expected to incur any large expenditures on the Duck Farm or Parque Dos Rios park projects. The presumption that once construction ends the WCA will be self-sustaining in the absence of any cash-flow support is flawed. Several other construction projects are scheduled to begin in Spring 2020, including the River Wilderness Park and Duck Farm House. The RMC will meet with the WCA in the last quarter of Fiscal Year 2019/2020 to review whether the Subvention fund needs to renew, be adjusted or discontinued. In the interim, RMC will continue to work with the WCA to research other self-sustaining avenues so as to reduce the strain on available operational funds and administrative pressure. Active participation and planning between the members of WCA's joint powers partners will be solicited.

FISCAL INFORMATION: Funding for the Subvention Agreement will be allocated from the Rivers and Mountains Conservancy's general fund. The general fund will be reduced by \$1,500,000 to be made available to the Watershed Conservation Authority in which it will receive a lump sum payment of \$750,000 within thirty days of the execution of the agreement. The second payment of \$750,000 will be disbursed with sixty days of the execution of the agreement. Amounts are subject to the availability of funds through normal State processes. The Subvention fund is a non-wasting fund whereas it will be continually replenished by WCA's reimbursement payments on their various grants and contracts.

LEGISLATIVE AUTHORITY AND RMC ADOPTED POLICIES/AUTHORITIES: The Rivers and Mountains Conservancy (RMC) statute provides in part that:

General Fund via Budget Act of 2018, Ch. 29, Statutes of 2018 Section 2.00
0540-101-0001 Schedule 1(f)

Section 32602: There is in the Resources Agency, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, which is created as a state agency for the following purposes:

- (a) 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 watershed improvement within the territory.
- (b) To preserve the San Gabriel River and the Lower Los Angeles River consistent with existing and adopted river and flood control projects for the protection of life and property.
- (c) To acquire open-space lands within the territory of the conservancy.

Section 32604: The conservancy shall do all of the following:

- (a) Establish policies and priorities for the conservancy regarding the San Gabriel River and the Lower Los Angeles River, and their watersheds, and conduct any necessary planning activities, in accordance with the purposes set forth in Section 32602.
- (b) Approve conservancy funded projects that advance the policies and priorities set forth in Section 32602.
- (d) To provide for the public's enjoyment and enhancement of recreational and educational experiences on public lands in the San Gabriel Watershed and Lower Los Angeles River, and the San Gabriel Mountains in a manner consistent with the protection of lands and resources in those watersheds.

Section 32614: The conservancy may do all of the following:

- (b) Enter into contracts with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties, and enter into a joint powers agreement with a public agency, in furtherance of the purposes set forth in Section 32602.
- (e) Enter into any other agreement with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties for the purposes set forth in Section 32602.
- (f) Recruit and coordinate volunteers and experts to conduct interpretive and recreational programs and assist with construction projects and the maintenance of parkway facilities.

Further, Section 32614 provides that: The conservancy may do all of the following:

- (g) Undertake, within the territory, site improvement projects, regulate public access, and revegetate and otherwise rehabilitate degraded areas, in consultation with any other public agency with appropriate jurisdiction and expertise, in accordance with the purposes set forth in Section 32602. The conservancy may also, within the territory, upgrade deteriorating facilities and construct new facilities as needed for outdoor recreation, nature appreciation and interpretation, and natural resources projection. The conservancy may undertake those projects by itself or in conjunction with another local agency; however, the conservancy shall provide overall coordination of those projects by setting priorities for the projects and by ensuring a uniform approach to projects. The conservancy may undertake those projects with prior notification to the legislative body of the local agency that has jurisdiction in the area in which the conservancy proposes to undertake that activity.

Section 32614.5:

- (a) The conservancy may award grants to local public agencies, state agencies, federal agencies, and nonprofit organizations for the purposes of this division.
- (b) Grants to nonprofit organizations for the acquisition of real property or interests in real property shall be subject to all of the following conditions:
 - (1) The purchase price of any interest in land acquired by the nonprofit organization may not exceed fair market value as established by an appraisal approved by the conservancy.
 - (2) The conservancy approves the terms under which the interest in land is acquired.
 - (3) The interest in land acquired pursuant to a grant from the conservancy may not be used as security for any debt incurred by the nonprofit organization unless the conservancy approves the transaction.
 - (4) The transfer of land acquired pursuant to a grant shall be subject to the approval of the conservancy and the execution of an agreement between the conservancy and the transferee sufficient to protect the interests of the state.
 - (5) The state shall have a right of entry and power of termination in and over all interests in real property acquired with state funds, which may be exercised if any essential term or condition of the grant is violated.
 - (6) If the existence of the nonprofit organization is terminated for any reason, title to all interest in real property acquired with state funds shall immediately vest in the state, except that, prior to that termination, another public agency or nonprofit organization may receive title to all or a portion of that interest in real property, by recording its acceptance of title, together with the conservancy's approval, in writing.
- (c) Any deed or other instrument of conveyance whereby real property is acquired by a nonprofit organization pursuant to this section shall be recorded and shall set forth the executor interest or right of entry on the part of the state.

SUBVENTION AGREEMENT

THIS SUBVENTION AGREEMENT (this “Agreement”) is made as of _____, 2019, between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (the “Conservancy”) and Watershed Conservation Authority (the “Authority”), with reference to the following facts, purposes, and understandings.

RECITALS

A. The 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 education uses, water conservation, watershed improvement, wildlife and habitat restoration and protection.

B. The Authority was established in 2003 pursuant to the Joint Excise of Powers Act under Government Code, Section 6500, et. seq. It is a local public entity of the State of California exercising joint powers of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (Conservancy) and the Los Angeles County Flood Control District (District). The role of the Authority 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 River Watersheds that are consistent with the goals of flood protection, water supply, groundwater recharge, and water conservation. The Authority is also empowered to acquire and protect lands for watershed protection, conservation, natural open space, and recreational purposes.

C. The Authority is funded primarily by grants and receives limited funding from JPA Partner contributions and lease revenues for operational expenses. The Authority is limited to operating within the confines of a strictly cash position with Los Angeles County Auditor Controller’s Office serving as the Authority’s fiscal agent. The inability to temporarily borrow funds or carry a short-term negative fund balance while awaiting reimbursement from grants is adversely affecting project delivery capacity.

D. The Authority is a critical element to the watersheds of the Lower Los Angeles River and San Gabriel River, and the Conservancy’s willingness to continue to the financial feasibility of the Authority is based on current and future construction projects to support the watersheds and the public benefits resulting therefrom such as passive recreational activity, habitat restoration, and open space and art elements.

NOW, THEREFORE, in reference to the foregoing Recitals in consideration of the promises, covenants and agreements set forth in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledge, the Conservancy and the Authority hereby agree as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words shall have the following meanings:

“Account” as used herein means the cash account or fund in which the disbursements of the Subvention aid are held in with the Fiscal Agent.

“Agreement” shall mean this Subvention Agreement.

“Authority” as used herein means the Watershed Conservation Authority (WCA), and may be used interchangeably herein.

“Conservancy” as used herein means the San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy (RMC) and may be used interchangeably herein.

“District” as used herein means the Los Angeles County Flood Control District, a joint powers authority member of the Watershed Conservation Authority.

"Effective Date" shall mean the latter of the date this Agreement is executed by the Conservancy or the date the Conservancy Governing Board approves and executes this Agreement.

“Executive Officer” as used herein means the person authorized by the State to operate, administer, and manage the San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy.

“Fiscal Agent” as used herein means the Los Angeles County Auditor Controller’s Office, whereas all of the Watershed Conservation Authority’s funds are held and managed.

"Schedule of Performance" shall mean the schedule of quarterly performance reviews attached to this Agreement as Exhibit B, setting out the dates and/or time periods by

which certain obligations set forth in this Agreement, including reconciliation reports, must be accomplished. The Schedule of Performance is subject to revision from time to time as mutually agreed upon by the Executive Officer and the Authority's Board Chair.

"State" as used herein means the San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy (Conservancy), and may be used interchangeably herein.

"Subvention Aid or Amount" shall mean the cumulative amount of Subvention Payments received by the Authority pursuant to this Agreement, which is no more than One Million and Five Hundred Thousand Dollars (\$1,500,000).

Section 1.2. Exhibits. The following exhibits are attached to and incorporated into this Agreement:

- Exhibit A: Joint Powers Agreement and Amendment
- Exhibit B: Schedule of Performance

ARTICLE 2. POLICIES AND PURPOSES

Section 2.1. Recitals. The Recitals are true and correct and are hereby incorporated by this reference.

Section 2.2. Common Powers. In accordance to Section 2.0 the Watershed Conservation Authority Joint Exercises of Powers Agreement (Exhibit A), the parties agree to exercise their common powers to the maximum extent thereof for the purposes of implementing this agreement, including but not limited to, all of the powers specified in Joint Exercise Powers Act, codified in Chapter 5 of Division 7 of Title 1 of the Government Code (commencing with § 6500).

2.2.1 Additionally, the Authority has no power to raise revenues and/or incur debt through taxation, assessment and/or levy of any kind.

2.2.2 To the extent funds are legally available, the Conservancy is authorized to make payments and contributions of public funds, as provided in Section 6504 of the Government Code.

Section 2.3. Public Benefit. By Authorizing the Conservancy to enter into this Agreement, the benefits accruing as a result of the transactions completed by this Agreement, including, without limitation, (i) direct benefits such as revenues from the Projects and increased revenues from property, parking, business, utility, (ii) the enhanced economic opportunities for business surrounding the projects and in the Lower Los Angeles and San Gabriel River watersheds, and (iii) the benefits such as revitalization of the Lower Los Angeles River together with the Authority's obligations under this Agreement, represent fair consideration for all of the obligations to be understood by the Conservancy as contemplated by this Agreement.

ARTICLE 3. FINANCIAL ASSISTANCE BY RMC

Section 3.1. Subvention Aid. To assist the Authority in developing and constructing projects in the Lower Los Angeles and San Gabriel River watersheds and subject to the terms and conditions of this Agreement, the RMC shall provide aid of a not to exceed amount of One Million and Five Hundred Thousand Dollars (\$1,500,000).

Section 3.2 Disbursement of Funds. The Authority shall receive two lump sum payments of Seven Hundred and Fifty Thousand Dollars (\$750,000.00). The first payment shall be initiated within thirty (30) days of the Effective Date. The second payment shall be initiated within sixty (60) days of the Effective Date. Amounts are subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.

3.2.1 Any and all money disbursed to the Authority under this Agreement shall be deposited in a separate account for the sole purpose of the aid, setting up and identifying such account prior any disbursements.

3.2.2 Any interest earned on the aid may be retained and expended for the same purposes under this Agreement. A report of any accrued interest must be submitted to the Conservancy, at minimum, a quarterly basis.

Section 3.3 Fiscal Control Provisions. The Authority will provide a reconciliation report, a fund balance report, and any other relevant documentation to the Conservancy to document

the performance of the Subvention aid, in accordance to Exhibit B Schedule of Performance. The Conservancy reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

Upon reconciliation, the Authority must detail the eligible items, unit rates, and extended total amounts for each line item. Among other matters, the following information should be documented:

- a. Identify and justify direct costs. Indirect, administration, and overhead costs, including employee fringe benefits, are not allowable under this Agreement;
- b. Monthly, weekly, or hourly rates as appropriate and personnel classifications should be specified, together with the percentage of personnel time to be charged to the contract, when salaries and wages are a reimbursable item;
- c. The rates of travel reimbursement for necessary traveling expense and per diem shall be set in accordance with the rates of CalHR for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Conservancy.
- d. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property when such work would enhance the value of the property to the benefit of the owner or the Authority.
- e. The contract should require prior authorization in writing by the agency before the contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services. The contract should also require the contractor to provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted, or adequate justification provided for the absence of bidding.

3.3.1 The Authority shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Authority shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds.

- 3.3.2** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by the Authority to comply with this provision shall be considered a breach of this Agreement, and the State may any action it deems necessary to protect its interests, up to and including the immediate return of all funds and any accrued interests to the Conservancy disbursed under this Agreement and termination of the Agreement.
- 3.3.3** The Subvention aid is a perpetual, non-wasting assistance, meaning the account must continually be replenished as reimbursements from grantors are received. The disbursed Subvention funds balance must maintain a minimum cash balance of no less than one hundred thousand dollars (\$100,000).

Section 3.5 Audits. The State reserves the right to conduct an audit at any time after the execution of this Agreement, with the costs of such audit borne by the State. The State may require the Authority to conduct a final audit to the State's specifications, at the Authority's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Authority to comply with this provision shall be considered a breach of this Agreement, and the State may elect to pursue any remedies or take any other action it deems necessary to protect its interests. The Authority agrees it shall return any audit disallowances to the State. Pursuant to Government Code section 8546.7, the Authority shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Agreement with respect of all matters connected with this Agreement, including but not limited to, the cost of administering this Agreement. All records of the Authority or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Authority's activities.

ARTICLE 4.
GENERAL TERMS AND CONDITIONS

Section 4.1 Notices. Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed to representatives during the term of this Agreement as follows:

San Gabriel & Lower Los Rivers and Mountains Conservancy
Salian Garcia, Staff Services Manager I
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
sgarcia@rmc.ca.gov 626.815.1019 x110

Watershed Conservation Authority
Deborah Enos, Deputy Executive Officer
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
denos@wca.ca.gov 626.815.1019 x112

Section 4.2. Standard Provisions. The Authority is subject to the following standard provisions:

- a. The Authority agrees to indemnify, defend, and save harmless the Conservancy, and the State of California, its elected or appointed officials, officers, agents, attorneys and employees from and against any and all claims, suits or causes of action including liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from, or connected with, the Authority's negligent, willful, or unlawful actions, operations, or services hereunder including any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.
- b. The Authority may terminate the Agreement and be relieved of contractual obligations by providing a formal notice in accordance to Section 4.1. The Authority would be required to return any and all disbursements, without interest, to the State.

- c. The State may terminate this Agreement and be relieved of any pending disbursements should the Authority fail to perform the requirements of this Agreement at the time and in the manner herein, provided including but not limited to the reasons in 4.2e.
- d. The State may terminate this Agreement without cause on sixty (60) days advance written notice. The Authority would be required to return any and all disbursements, without interest, to the State.
- e. If the State determines that the Subvention aid is not being utilized in accordance with the provisions of this Agreement, or that the Authority has failed in any other respect to comply with the provisions of this Agreement, and if the Authority does not remedy any such failure to State’s satisfaction, State may withhold from the Authority all or any portion of the State funding and take any other action that it deems necessary to protect its interests, including and up to requiring the Authority to return all disbursed funds and any accrued interest immediately.

4.2.1 No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

State of California
San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy

 Governing Board Chair

 Date Signed

Watershed Conservation Authority

 Governing Board Chair

 Date Signed

**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]

By: [Signature]

DEPUTY



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>

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

GAIL FARBER, Director

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

#28 AUGUST 31, 2010

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

**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.

The Honorable Board of Supervisors
8/31/2010
Page 2

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

The Honorable Board of Supervisors
8/31/2010
Page 3

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 cursive script that reads "Gail Farber".

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 [Signature]
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

BY Carole Suzuki Fox
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.

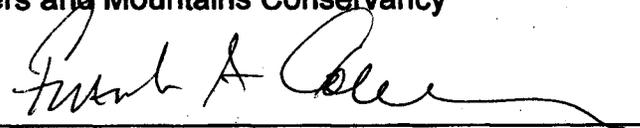
16.2 Sections 16.0 and 16.1 shall not affect the mutual exchange of services between parties to this agreement and the AUTHORITY without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government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

July 22, 2019 – Item 13

RESOLUTION 2019-30

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC) APPROVING TO ENTER A SUBVENTION AGREEMENT WITH THE WATERSHED CONSERVATION AUTHORITY

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 may award grants to local public agencies, state agencies, federal agencies, and nonprofit organizations for the purposes of Division 22.8 the Public Resources Code; and

WHEREAS, The Watershed Conservation Authority is a local public entity of the State of California exercising joint powers of the RMC and the Los Angeles County Flood Control District pursuant to Government Code Section 6500, et. seq; and

WHEREAS, The fund resulting from the proposed Subvention agreement is to support the Watershed Conservation Authority in developing and construction projects in the Lower Los Angeles and San Gabriel River watersheds; and

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.
- 3 ADOPTS the staff report dated July 22, 2019.
- 4 AUTHORIZES the execution of a Subvention Agreement with the Watershed Conservation Authority.

~ End of Resolution ~

Resolution No. 2019-30

Passed and Adopted by the Board of the
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY on July 22, 2019.

Motion _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Frank Colonna, Chair

ATTEST: _____
David Edsall, Jr.
Deputy Attorney General