

DATE: April 6, 2020

TO: RMC Governing Board

FROM: Mark Stanley, Executive Officer

SUBJECT: Item 12: Consideration of a resolution to approving the Executive Officer to enter into the San Gabriel River Discovery Center JPA Dissolution Agreement

PROGRAM AREA: Rivers and Tributaries

PROJECT TYPE: Implementation

JURISDICTION: City of South El Monte

PROJECT MANAGER: Salian Garcia

RECOMMENDATION: That the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Governing Board approve a resolution for the Executive Officer to enter into the San Gabriel River Discovery Center JPA dissolution agreement.

PROJECT DESCRIPTION:

Exhibit A – San Gabriel River Discovery Center Joint Powers Authority (JPA) Agreement
 Exhibit B – Final San Gabriel River Discovery Center JPA Dissolution Agreement

Staff has engaged with the joint powers authority provided through authorization of Resolution 2019-15, approved April 29, 2019 to wind up the dissolution of the San Gabriel River Discovery Center Authority (SGRDCA) in accordance with the formation document and authorizing sections, of the SGRDCA Joint Exercise of Powers Agreement, Article X, Terms of Agreement, Admission and Withdrawal, Sections 10.2, 10.3, 10.3(a), and 10.3(c) (Exhibit A).

On April 29, 2019, the RMC Governing Board authorized the Executive Officer to negotiate the terms of a mutually acceptable Joint Powers Authority (JPA) dissolution agreement with the San Gabriel River Discovery Center Authority's (SGRDCA's) member agencies (Resolution No. 2019-15). The member agencies include:

- A. County of Los Angeles Department of Parks and Recreation, a Department of the County of Los Angeles, a political subdivision of the State of California,
- B. San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, a state agency organized with the California Resources Agency,
- C. Upper San Gabriel Valley Municipal Water District, a California Municipal Water District, and
- D. Central Basin Municipal Water District, a California Municipal Water District.

Over the course of the past several months the RMC Executive Officer met with the authorizing representative of each member agency to negotiate the terms of the dissolution agreement. The terms and language of the agreement was finalized on January 15, 2020 (Exhibit B). Both the water district agencies have brought the dissolution agreement to their respective governing bodies, but still awaits final signature from Central Basin Municipal Water District. The County of Los Angeles will provide the last and final signature to the dissolution agreement, fully certifying the dissolution of the SGRDCA.

BACKGROUND: The formation of the San Gabriel River Discovery Center Authority (SGRDCA) was formed December 6, 2005 pursuant to Title 1, Division 7, Chapter 5, Article 1 (6500 et seq.) of the California Government Code. The member's mission in formation of a JPA is to provide for the planning, development, construction and operation of a proposed San Gabriel River Discovery Center within the natural area of Whittier Narrows Regional Recreation Area.

Whittier Narrows is owned by the Army Corps of Engineers and is operated by the County of Los Angeles under an Operating Agreement with the Corps. The existing Nature Center at the site is small and in need of refurbishment. The proposed Discovery Center would have replaced the existing nature center at the park and allow for expanded educational and interpretive programs focused on the San Gabriel River and the conservation of water resources. However, in March 2018, the Department of the Army – Los Angeles District Corps of Engineers provided a statement to County of Los Angeles Department of Parks and Recreation Planning and Development Agency that "...it has been determined that there are circumstances which preclude going forward with construction of this (Discovery Center) project." Army Corps projects, most significantly the Dam Safety Modification Study (DSMS) which may extend impacts to the natural area of Whittier Narrows, may take up to four years to complete. Development in the area is impeded until completion of the study due to possible impacts to the habitat of federally-listed species.

Support for the Discovery Center topped more than 110 organizations and individuals representing organizational bodies. Despite this robust recognition of the Center's benefit, given the length of time for any future Discovery Center project development and the lease being held by the County of Los Angeles, it was recommended and approved by the RMC that the SGRDCA cease activity and move to transfer the project to the County of Los Angeles under the guidance of its Parks and Recreation Department.

FISCAL INFORMATION: All grant agreements from RMC funding sources have been closed and reconciled, including RMC3477 in the amount of \$3,000,000 (Proposition 84) which was fully expended by May 2017. An additional grant, RMC17012, in the amount of \$541,384 (Proposition 1) was approved on January 23, 2017; however, no expenditure was made with these funds. Subsequently, the funds were disencumbered and the grant agreement withdrawn. Lastly, the Supplemental Environmental Project (SEP) with the Sanitation Districts of Los Angeles (SansD) has a remaining balance of \$2,000,132. These funds are currently being held in an escrow account held by the SansD. This SEP fund have been fully reconciled and will be encumbered with an alternative SEP and escrow agreement as approved by by SansD and the California Regional Water Quality Control Board. Contracts with other agencies are currently being reconciled and closed out with their respective grantors.

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

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 protection. 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.

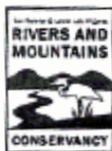
Section 32614.5:

- (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.



County of Los Angeles

San Gabriel and
Lower Los Angeles
Rivers and Mountains
ConservancyUPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICTCentral Basin
Municipal Water District

**SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made and entered into, on this 6 day of December 2005 (the "Effective Date") pursuant to Title 1, Division 7, Chapter 5, Article 1 (§6500 *et seq.*) of the California Government Code by and among the following public agency entities:

- A. The County of Los Angeles, a political subdivision of the State of California and a body corporate and politic pursuant to the California Government Code (Govt. §23000 *et seq.*) (hereinafter, the "County"); and
- B. The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, a state agency organized within the California Resources Agency pursuant to the California Public Resources Code (Public Resources Code §32600 *et seq.*); (hereinafter, the "RMC");
- C. The Upper San Gabriel Valley Municipal Water District, a California Municipal Water District organized under the California Water Code (Water Code §71000 *et seq.*) (hereinafter, the "Upper District"); and
- D. The Central Basin Municipal Water District, a California Municipal Water District organized under the California Water Code (Water Code §71000 *et seq.*) (hereinafter, the "Central Basin").

For the purposes of this Agreement the County, the RMC, Upper District and Central Basin may be referred to collectively as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, the Parties are each "public agencies" within the meaning of Section 6500 of the California Government Code and authorized by their respective governing bodies to jointly exercise any power common to them pursuant to Title 1 (General), Division 7 (Miscellaneous), Chapter 5 (Joint Exercise of Powers) of the California Government Code (Govt. Code §6500 *et seq.*); and

WHEREAS, the Parties seek to undertake the construction of an educational facility under the aegis of a joint exercise of powers authority with the multi-faceted purpose of (1) increasing public knowledge of water-related environmental issues, including water conservation and natural habitat preservation and restoration; (2) increasing public awareness of the rich and vibrant history of the San Gabriel River the important role it has played in the social and economic development of the San Gabriel Valley; (3) raising capital for the construction of the educational facility; (4) raising support for the ongoing operation of the educational facility; and (5) procuring outside funding on behalf of the educational facility; and

WHEREAS, the Parties, on or about August 12, 2003 made and entered into an interim Cooperative Agreement for the initial planning and design of the proposed educational facility – a facility whose proposed name is the “San Gabriel River Discovery Center” (hereinafter, the “Discovery Center”); and

WHEREAS, the interim Cooperative Agreement succeeded in generating public interest in the development of the Discovery Center while also enabling the Parties and other interested public and private organizations to develop a clearer vision of the Discovery Center’s purpose and focus; and

WHEREAS, the Parties now recognize the need to develop a flexible yet more clearly defined collective governance structure to proceed with the planning, development, construction and operation of the Discovery Center; and

WHEREAS, the Parties continue to welcome and encourage the active participation and involvement of other public agencies and private organizations (collectively, “Stakeholders”) in the planning, development, construction and operation of the Discovery Center; and

WHEREAS, the Parties also envision and welcome the addition of other public agencies as Parties to this Agreement; and

WHEREAS, the joint exercise of powers authority created by this Agreement shall serve as an efficient and inclusive vehicle for making the Discovery Center a reality.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, AND THE PROVISIONS, CONDITIONS AND TERMS PROVIDED FOR HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I PURPOSE

- 1.1 Creation of Authority: There is hereby created a joint exercise of powers authority to be known as the “San Gabriel River Discovery Center Authority” (hereinafter, the “Authority”). The Authority is formed by this Agreement pursuant to the provisions of Title One, Division 7, Chapter 5, Articles 1 and 2 of the California Government Code (Govt. Code §6500 *et seq.*). It is the intent of the Parties that the Authority shall be the entity responsible for administering this Agreement and shall be a public entity separate and apart from the Parties.
- 1.2 Purpose: The purpose of this Agreement, its attached exhibits and the joint exercise of powers authority it creates is as follows:

- (a) To increase public knowledge of water-related environmental issues, including water conservation and natural habitat preservation and restoration;
- (b) To increase public awareness of the rich and vibrant history of the San Gabriel River and the important role it has played in the social and economic development of communities along its water course;
- (c) To raise public awareness of the importance of conserving and protecting ground water resources in the Main San Gabriel Basin and in the Central Groundwater Basin;
- (d) To raise capital for the planning, design, development, construction and operation of the Discovery Center;
- (e) To generate public and institutional interest and support for the ongoing operation of the Discovery Center;
- (f) To harness the vision, insight and creativity of other civic-minded, public and private organizations for the development of exceptional, informative and inspiring educational displays and educational programs; and
- (g) To identify, procure and secure reliable, long-term funding sources for the ongoing operation and maintenance of the Discovery Center.

ARTICLE II DEFINITIONS

- 2.1. Definitions: For the purposes of this Agreement, the following terms shall have the meanings set forth below, unless otherwise indicated herein:
- (a) Authority: The term "Authority" means the San Gabriel River Discovery Center Authority, a joint exercise of powers authority created pursuant to this Agreement in accordance with Title 1, Division 7, Chapter 5 (Joint Exercise of Powers) of the California Government Code (Govt. Code §6500 *et seq.*)
 - (b) Board: The term "Board" means the governing board of the San Gabriel River Discovery Center Authority. The Board consists of the representatives of each public agency Party to this Agreement in addition to one Stakeholder representative.
 - (c) Board Member: The term "Board Member" means any one of the occupants of the representational seats that make up the governing board of the San Gabriel River Discovery center. For the purposes of this Agreement, the plural term "Board Members" shall refer either to the membership of entire Board or to more than one Board Member, whichever meaning is reasonably appropriate given the context of its use. Upon the initial execution of this Agreement, the Board shall consist of a representative for the County, a representative for the RMC, a representative for the Upper District, a representative for the Central Basin, and a representative of the Stakeholders. The foregoing, however, shall not be interpreted to preclude the addition of new Board Members through the addition of new Parties to this Agreement

pursuant to Section 10.5 (Admission of New Parties), below.

- (d) Brown Act: The term "Brown Act" means the Ralph M. Brown Act codified under the California Government Code. (Govt. Code §54950 *et seq.*).
- (e) Discovery Center: The term "Discovery Center" means the San Gabriel River Discovery Center, an interactive educational facility dedicated to: (1) increasing public knowledge of water-related environmental issues, including water conservation and natural habitat preservation; (2) increasing public awareness of the rich and vibrant history of the San Gabriel River and the important role it has played in the social and economic development of the communities along its water course; (3) raising capital for the construction of the educational facility; (4) raising support for the ongoing operation of the educational facility; and (5) procuring outside funding on behalf of the educational facility.
- (f) May: The word "may," as used herein, refers to matters that are discretionary. The phrase "may not," however refers to matters that are prohibited.
- (g) Public Agency Board Member: The term "Public Agency Board Member" refers to those Board Members representing any public agency Party to this Agreement. The plural term "Public Agency Board Members" shall be a collective reference to all of the Public Agency Board Members or a grouping consisting of more than one Public Agency Board Member, whichever is reasonably appropriate given the context.
- (h) Shall and Must: The words "shall" and "must," as used herein, refer to matters that are mandatory.
- (i) Stakeholder: The term "Stakeholder" means any public entity or private organization, whether non-profit or for-profit whose insight and expertise are intended to assist the Authority in the planning, design, construction, operation and maintenance of the Discovery Center. No entity may be considered a Stakeholder, unless and until such entity is approved to become a Stakeholder by unanimous vote of the Public Agency Board Members and is made a signatory to the "Stakeholders Agreement." An entity's status as a Stakeholder may be revoked by a two-thirds (2/3) majority vote of the Public Agency Board Members, with or without cause.
- (j) Stakeholder Agreement: That certain written agreement by which various public agencies and non-profit organizations may become Stakeholders and agree to be bound by the terms, conditions, provisions, duties and obligations set forth therein.

ARTICLE III POWERS OF AUTHORITY

3.1. Powers: Pursuant to Sections 6503.5 and 6506 of the California Government Code, responsibility for the administration of this Agreement and the Discovery Center shall rest with the Authority through its Board. In the name of the Authority, the Board shall exercise the powers common to the Parties which include the power:

- (a) To make and enter into contracts, leases and other agreements for the purpose of planning,

- designing, constructing, operating, funding and/or maintaining the Discovery Center;
- (b) To hire employees and retain agents, consultants, independent contractors and other service providers for the purpose of planning, designing, constructing, operating, funding and/or maintaining the Discovery Center;
 - (c) To acquire, contract for, construct, manage, maintain, or operate any building or other facility necessary for the construction, operation and/or maintenance of the Discovery Center;
 - (d) To incur debt, liabilities or obligations in the furtherance of the planning, development, design, construction, operation and ongoing maintenance of the Discovery Center;
 - (e) To finance any capital acquisition or improvement or the maintenance, servicing, and operation of any improvement, facility, park or open space land;
 - (f) To acquire, hold or dispose of property by lease, lease purchase, purchase or sale;
 - (g) To apply for and execute appropriate grants or contracts for the purpose of financing the planning, design, construction, operating and/or maintenance of the Discovery Center;
 - (h) To sue or be sued in its own name, provided that the Authority shall not commence or intervene in any lawsuit without the approval of its Board;
 - (i) To raise revenue, to levy and collect rates, fees and charges, and to issue bonds, notes, warrants and other evidences of indebtedness to finance the costs and expenses incidental to the purpose of the Authority;
 - (j) To set the operational programs of the Discovery Center;
 - (k) To contract with the federal government of the United States of America, the State of California and any other governmental entity;
 - (l) To contract with any public agency (including the County, the Upper District, the RMC or the Central Basin) or any private entity for the routine, day-to-day operation and maintenance of the Discovery Center facility;
 - (m) To create, organize and dissolve subcommittees in its sole and absolute discretion;
 - (n) To invest surplus funds pursuant to Government Code Section 6509.5 or other applicable laws of the State of California;
 - (o) To undertake in cooperation with any other public or private agency or organization projects connected with or related to the activities and mission of the Discovery Center;
 - (p) To develop and participate in the creation of a foundation whose purpose shall be to solicit and secure funding for the Discovery Center and its activities and to promote and sponsor the purpose and objectives of this Agreement, the Authority and the Discovery Center.

(q) To exercise powers common to the Parties, including but not limited to all the powers specified in the Joint Exercise of Powers Act, codified under Chapter 5 of Division 7 of Title 1 of the California Government Code (Govt. Code §6500 *et seq.*) for the purposes of implementing this Agreement.

3.2 The foregoing powers are subject to the restrictions upon the manner of exercising the powers as imposed upon the Upper District as provided in, and for the purposes of, Government Code §6509.

3.3 The Authority shall have no power to acquire property by eminent domain.

ARTICLE IV. GOVERNING BOARD

4.1. Organization: The Authority shall be governed by the Board which shall consist of the Board Members, each of which shall possess one (1) vote. Upon the initial execution of this Agreement, the Board seats shall be allocated as follows:

- (a) County Representative: One (1) of the Board seats shall be allocated to the Director of the County Department of Parks and Recreation. Such person shall serve at the pleasure of the County and may be removed by the County at any time with or without cause.
- (b) RMC Representative: One (1) of the Board seats shall be allocated to a person appointed by the RMC in its sole and absolute discretion. Such person shall serve at the pleasure of the RMC and may be removed by the RMC at any time with or without cause.
- (c) Upper District Representative: One (1) of the Board seats shall be allocated to a person appointed by the Upper District in its sole and absolute discretion. Such person shall serve at the pleasure of the Upper District and may be removed by the Upper District at any time with or without cause.
- (d) Central Basin Representative: One (1) of the Board seats shall be allocated to a person appointed by the Central Basin in its sole and absolute discretion. Such person shall serve at the pleasure of the Central Basin and may be removed by the Central Basin at any time with or without cause.
- (e) Stakeholder Representative: One (1) of the Board seats shall be allocated to the Chair of the Stakeholder Advisory Committee, a person selected by the Stakeholders and confirmed by majority vote of the Public Agency Board Members to serve on the Board. The initial allocation of Board seats to the County, the RMC, the Upper District and the Central Basin shall not be interpreted to preclude future additions to the total number of Board Members through the addition of new Parties to this Agreement pursuant to Section 10.5 (Admission of New Parties).

4.2. Meetings: The Board shall fix the hour, date and place for its regular meetings. Special and/or Adjourned meetings may be held as provided for under the Brown Act. All meetings of the Board shall be called, held and conducted in accordance with the provisions of the Brown Act and pursuant to such other rules adopted by the Board that are consistent with the Brown Act. The Board shall

keep, or cause to be kept, the minutes of the Board's open meetings and as soon as reasonably possible after each meeting, forward a copy of the minutes to each member of the Board. All Board Members shall maintain the confidentiality of any and all closed session meetings of the Board to the extent required by law.

- 4.3. Quorum and Procedure: A simple majority of the full membership of the Board shall constitute the minimum quorum necessary for the transaction of Board business. The affirmative vote of a majority of those members who participate in a vote on any given matter shall constitute an action of the Board. A Board Member participates in a vote when he or she (a) is present and seated at the dais during a meeting of the Board or participates in a teleconference authorized by the Brown Act; (b) is not disqualified from voting on a particular matter by operation of law, including without limitation the California Political Reform Act (Govt. Code §81000 *et seq.*); and (c) votes "Yes", "No" or "Abstains." By resolution, the Board may adopt Robert's Rules of Order, Newly Revised, to set forth the governing rules for the conduct of Board meetings, but only to the extent such rules are not in conflict with the Brown Act or any other applicable laws or with the provisions of this Agreement.
- 4.4. Compensation: Board Members shall serve without compensation from the Authority. The foregoing notwithstanding, each Party with a representative on the Board may elect to compensate its representative in compliance with all applicable laws of the State of California.
- 4.5. Notices: The Board, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications and shall designate one of its employees or agents as its "officer" for the purpose of receiving service of process on behalf of the Authority.
- 4.6. Officers: At the first (1st) regular meeting of the Board, and annually thereafter on the first (1st) Board meeting held in the month of January of each year, the Board Members shall nominate and elect from among themselves a Board President, and Vice-President. In the event the elected President, or Vice-President ceases to be a Board Member or otherwise vacates the Board office, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs. If the President is absent from a meeting of the Board, the Vice-President shall act as President. The President, or in his or her absence the Vice-President, shall preside over all meetings of the Board.

ARTICLE V. STATUTORY NOTICE REQUIREMENTS

- 5.1. Notice Upon Creation / Amendment of Agreement: Within thirty (30) days after the effective date of this Agreement or any amendment thereto (whichever the case may be), the Board shall cause a notice of such Agreement or such amendment to be prepared and filed with the office of the Secretary of State for the State of California. Pursuant to Government Code Section 6503.5, such notice shall contain:
- (a) The name of each of the Parties and any other public agencies which may later become parties to this Agreement;
 - (b) The date upon which the Agreement became effective or the effective date of any amendment thereto;

- (c) A statement of the purpose of the Agreement; and
- (d) In the case of an amendment to this Agreement, a description of the amendment.

ARTICLE VI. ADMINISTRATION

- 6.1 Executive Officer: The Authority and the Discovery Center shall be administered in accordance with the policies and directives of the Board. The Board may appoint, hire or otherwise retain a person to serve as the Authority's Executive Officer. The Executive Officer shall perform the functions set forth under §6505.1 of the California Government Code and such other functions as the Board may prescribe by resolution.
- 6.2 Legal Counsel: The Authority may use counsel from its member agencies, or it may retain independent legal Counsel.
- 6.3 Use of Party Personnel: To implement this Agreement, the Parties hereto agree the Authority will enter into a separate contract with the County for the operation and/or maintenance of the Discovery Center facility which may include providing administrative support to the Authority and the Board.
- 6.4 Hiring of Personnel: To achieve the purposes of this Agreement, the Authority may, from time to time, establish positions and fix salaries of employees of the Authority. The Executive Officer shall be responsible for the overall supervision of such employees, subject to oversight by the Board.

ARTICLE VII. FISCAL CONTROLS AND ADMINISTRATION

- 7.1 Fiscal Year: The fiscal year of the Authority shall commence on the first (1st) day of July of each year.
- 7.2 Contributions of the Parties: To the extent funds are legally available therefore, the Parties are hereby authorized to make payments and contributions of public funds, as provided in §6504 of the California Government Code.
- 7.3 Responsibility for Funds and Disbursements: 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 Parties, which budget shall be submitted to the Board for approval. Public funds may not be disbursed by the Authority except pursuant to a budget which has been adopted by the Board, and all receipts and disbursements shall be in strict conformance with the adopted and approved budget.
- 7.4 Designation of Treasurer-Depository of Authority Funds: Consistent with Section 6505.5 of the California Government Code, the Treasurer of the Upper District shall act as the treasurer of the Authority (hereinafter, the "Treasurer") and shall be the designated depository of the Authority's funds and have custody of all the money of the Authority, from whatever source. Acting in such capacity the Treasurer shall be responsible for the following:

- (a) Receive and receipt all money of the Authority and place such money in the Authority treasury to the credit of the Authority;
- (b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all Authority money so held;
- (c) Pay, when due, out of money of the Authority held by him or her, all sums payable on outstanding bonds and coupons of the Authority;
- (d) Pay any other sums due from the Authority from Authority money, or any portion thereof, only upon warrants of the public officer performing the functions of Auditor-Controller pursuant to this Agreement; and
- (e) Verify and report in writing on the first (1st) day of July, October, January and April of each year to the Authority Board and to the Parties to the Agreement, the amount of money he or she holds for the Authority, the amount of receipts since his or her last report, and the amount paid out since his or her last report.

Upon completion of the construction of the Discovery Center, the Parties may re-designate the Treasurer in compliance with applicable law and by amendment to this agreement. The initial Treasurer shall serve until replaced as set forth in this Agreement.

7.5 Designation of Authority Auditor-Controller / Duties of Auditor-Controller: Pursuant to Section 6505.5 of the California Government Code, an officer or employee of the Upper District shall serve as Auditor-Controller for the Authority. Any person designated to serve as Auditor-Controller shall possess the education, training, skills and experience necessary to perform the duties of Auditor-Controller and must possess any and all required licenses and certifications to perform such work. Upon completion of the construction of the Discovery Center, the Parties may re-designate the Party whose officer or employee shall serve as the Authority's Auditor-Controller or such other person who may lawfully act as Auditor-Controller, in compliance with applicable law and by amendment to this Agreement. The initial Auditor-Controller shall serve until replaced as set forth in this Agreement.

7.6 Duties of Auditor-Controller: Pursuant to Sections 6505 and 6505.5 of the California Government Code, the Auditor-Controller shall do the following:

- (a) Draw warrants to pay demands against the Authority when the demands have been approved by the Treasurer and the Executive Director acting under the supervision of the Board;
- (b) Make or contract with a certified public accountant or a public accountant to make an annual audit of the accounts and records of the Authority, except that the Auditor-Controller need not make or contract for the audit in any case where an annual audit of the accounts and records of the Authority by a certified public accountant or public accountant is otherwise made by an agency of the state or the United States only as to those accounts and records which are directly subject to such a federal or state audit.

In each case, the minimum requirements of the audit shall be those prescribed by the Controller for special districts under Section 26909 of the California Government Code and shall conform to

generally- accepted auditing standards. Pursuant to Section 6505 of the California Government Code, when an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each of the contracting Parties to the Agreement and also with the County auditor and shall be sent to any public agency or person in California that submits a written request to the joint powers authority. Pursuant to Section 6505 of the California Government Code, such report shall be filed within twelve (12) months of the end of the fiscal year or years under examination. Any costs of the audit, including contracts with the certified public account or public accountant, in making the audit pursuant to Government Code Section 6505 shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for the purpose. Pursuant to Government Code Section 6505, the Authority Board, by unanimous vote, may replace the annual special audit with an audit covering a two-year period. Pursuant to Government Code Section 6505, the Authority shall be exempt from the requirement of an annual audit, if and only if, the financial statements are audited by the State Controller as a way of satisfying federal audit requirements.

- 7.7 **Budget:** Within sixty (60) days after the first meeting of the Board and annually on the first (1st) day of July thereafter, a general budget for the balance of the fiscal year and the ensuing fiscal year shall be adopted. The initial general budget and each succeeding general budget shall include without limitation the following: (a) the general administrative expenses of the Authority to be incurred during the period covered by the general budget; (b) the allocation among the Parties of the amounts necessary to cover the general budget expenditures; and (c) general operation and maintenance. Prior to the first full fiscal year of the Authority's operation, and for each successive year, the Board shall approve a preliminary general budget no later than the 1st day of April, for the next fiscal year. The Board shall adopt a final budget no later than July 1 of each year. A copy of the preliminary budget when approved and a copy of the final general budget when adopted shall be filed with each Party. The Parties acknowledge and agree that each shall be responsible for contributing to each annual budget its fair share for the annual maintenance and operation costs of the Discovery Center.
- 7.8 **Books and Accounts:** Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Authority's Treasurer and Auditor-Controller shall comply strictly with Title 1, Division 7, Chapter 5 of the California Government Code. (Govt. Code §6500 *et seq.*). The Treasurer of the Authority may invest Authority funds in accordance with applicable laws and with the prior consent of the Board. All interest collected on the Authority's funds shall be accounted for and posted to the account of such funds.
- 7.9 **Audit:** The records and accounts of the Authority shall be audited annually, in compliance with applicable law, and copies of the audit reports shall be filed with the County Auditor, the State Controller, and each of the Parties within one hundred twenty (120) days of the end of the fiscal year under examination. The audit shall be conducted in accordance with Generally Accepted Accounting Principles in the United States of America ("GAAP") and shall be accompanied by a financial/compliance opinion of an independent certified public accountant.
- 7.10 **Inspection of Records and Audit:** At any time during the normal business hours, the Authority shall make available to the Parties for examination, all of the data and records with respect to the Authority and all matters covered by this Agreement. The Authority shall permit the Parties to make audits of all invoices, materials, payrolls, records of personnel, and other data and media relating to

the matters covered by this Agreement, at the cost and expense of the Party seeking the audit and inspection. Except as otherwise required or authorized by law, the Authority shall maintain such data and records for a period of not less than three (3) years following the submission of each year's annual audit and financial report.

ARTICLE VIII. BOND

- 8.1. Bonding: 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 California Government Code, with those sections being deemed applicable to the Authority. The bond shall be in the initial amount of not less than Fifty Thousand Dollars (\$50,000.00) or such other sum as the Board may deem reasonably appropriate at some later point in time. The premium shall be paid by the Authority.

ARTICLE IX PRIVILEGES AND IMMUNITIES

- 9.1. Privileges and Immunities: Pursuant to Government Code Section 6513, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any Party when performing its respective functions within the territorial limits of its respective public agency, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of Article 1 (Joint Powers Agreements) of Chapter 5 of Division 7 of the California Government Code.

ARTICLE X TERM OF AGREEMENT, ADMISSION AND WITHDRAWAL

- 10.1 Term of Agreement: This Agreement and the Authority created hereunder shall continue until terminated. No termination shall be effective until all revenue bonds and other forms of indebtedness issued pursuant hereto, and the interest thereon, shall have been paid or adequate provisions for such payment shall have been made in accordance with any resolution of the authority authorizing the issuance thereto.
- 10.2 Winding-Up Upon Termination of Agreement: 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. Except as otherwise provided under Section 10.6(c), 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 Parties, in equal interests, as tenants in common.
- 10.3 Dissolution of Authority: Upon the effective date of the withdrawal of all the Parties from this Agreement, this Agreement shall be deemed terminated. As long as two or more Parties remain Parties to this Agreement, this Agreement shall remain in full force and effect. The Agreement may

also be terminated by unanimous written agreement of the Parties.

- (a) Preconstruction Termination: If the Parties terminate the Agreement prior to the commencement of construction of the Discovery Center, each Party shall receive their contribution to the Authority, subject to the payment of all of the Authority's outstanding debts and the discharge of all other outstanding liabilities.
- (b) Post-Construction Termination: If the Agreement is terminated following the construction of the Discovery Center, the facility and all attached fixtures shall become the property of the County. Each Party shall also receive its proportionate share of the Authority's residual monetary funds following payment of all of the Authority's outstanding debts and the discharge of any enforceable liabilities. The foregoing notwithstanding, if the County withdraws from the Agreement, the County agrees that, subject to its lease with the United States Army Corps of Engineers ("Army Corps"), the Authority shall maintain the exclusive authority to operate and maintain the Discovery Center facility without disruption or interference on the part of the County until such time as the Agreement is terminated or until such time as County ceases to maintain possession and control over the real property upon which the Discovery Center is situated, whichever occurs first.
- (c) Modification of Dissolution Terms: The Parties by mutual written agreement may modify the manner in which the Authority is terminated and the manner in which its assets shall be distributed.
- 10.4: Withdrawal of Parties: Any Party may withdraw as a Party to this Agreement any time provided the withdrawing Party provides all other Parties with one-hundred and eighty (180) days prior written notice of its intent to withdraw from the Agreement and the Authority. The foregoing notwithstanding, a withdrawing Party shall continue to be responsible for any and all outstanding financial obligations, debts, liabilities or other financial commitments incurred or pledged by the withdrawing Party during the fiscal year in which the withdrawal occurs. A withdrawing Party shall also continue to be responsible for any and all long-term financial commitments made by the Party, until such obligations are either discharged or arranged to the satisfaction of the remaining Parties.
- 10.5 Admission of New Parties: Additional "public agencies" within the meaning of Section 6500 of the California Government Code may become a Party to this Agreement by resolution of the governing boards of each of the then existing Parties and majority approval of the Public Agency Board Members. Notwithstanding the passage of resolutions in support of membership by the governing boards of each Party, the admission of new Parties shall also be conditioned upon such additional terms and conditions provided by the Board by way of a Participation Agreement between the Authority and the newly admitted Party. As an additional condition to admission all new Parties shall be required to become signatories to this Agreement by way of an addendum executed by all of the Parties.
- 10.6 Acknowledgment and Acceptance of Fundamental Responsibilities: Irrespective of any other provision contained in this Agreement, all Parties acknowledge, understand and agree to the following:
- (a) In executing this Agreement each is committed to dedicating significant assets which are to be

utilized in the furtherance of the central objectives of this Agreement, namely, (1) the planning, design and construction of the Discovery Center at Whittier Narrows; (2) the securing of reliable long term funding sources for the operation and maintenance of the Discovery Center as well as for the development of exhibits and programs central to the Discovery Center's educational and informational purpose; (3) the creation of a stable, operational governance structure for the planning, design, development, construction, operation, maintenance and funding of the Discovery Center; and (4) the creation of a reliable administrative support structure to oversee the efficient and creative operation of the Discovery Center; and

- (b) The "significant assets" to be dedicated by a Party may include any or all of the following: (1) monetary contributions; (2) service contributions; (3) the dedication of personal property; or (4) the dedication of real property, including the real property at Whittier Narrows upon which the Discovery Center shall be constructed; and
- (c) County's agreement to use its best efforts to assign its interests in the land and/or use rights to the real property upon which the Discovery Center is situated is to be construed as satisfying the County's obligations to contribute (significant assets) for purposes of section 10.6 (b) above. The Parties acknowledge that such County actions are subject to any approvals required by the United States Army Corps of Engineers ("Army Corps"), applicable law and existing agreements between the County and the Army Corps. For purposes of section 10.2 above, on (Winding Up Upon Termination), any interest in property or use rights constructed by the County shall be returned solely to the County. For purposes of section 10.4 above, on (Withdrawal of Parties), any interests in property or use rights contributed by County shall be returned solely to County upon its withdrawal except that land use rights may be subleased to the Authority to operate the Discovery Center.

ARTICLE XI. LIABILITIES

- 11.1 Tort Liabilities: The tort liability of the Authority, its public employees and members of the Board, the Executive Officer and public 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 California Government Code (Govt. Code §810 *et seq.*). The provisions of Division 3.6 of the California 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 public Board Members, the Authority's public officers, public employees and elected or appointed officials, officers and employees of each of the public Parties.
- 11.2 As authorized by California Government Code Section 6508.1, the Parties wish to expressly provide in this Agreement, that the debts, liabilities and the obligation of the Authority shall not be the debts, liabilities and obligations of the Parties to the Agreement. Therefore, the Parties wish to rely upon the authorization of Government Code Section 6508.1 and its interpretation in Tucker Land v. State of California (2001) 94 Cal. App. 4th 1191, and thereby make this Agreement and provide that neither the Authority, nor its governing Board, shall have the power 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; no debt, liability, contract, obligation, employee, or agent of the Authority or its Board shall be or constitute thereby a debt, liability, contract, obligation, employee

or agent of the Parties or any of them. The forgoing, shall not release each Party from fulfilling or otherwise satisfying any funding pledges it makes as part of the Authorities annual budget.

ARTICLE XII. INSURANCE

- 12.1. Insurance Specifications: As more specifically set forth in the insurance specifications attached and incorporated hereto as *Exhibit "A"*, the Authority shall procure and maintain for the duration of this Agreement (or for whatever duration is otherwise required under this Article) insurance against claims for damage to property or injuries to persons (including without limitation bodily injury and personal injury) which may arise from, or occur in connection with, the performance of this Agreement by the Authority or the Authority's officials, officers, employees, representatives, agents and volunteers. The Board by resolution may from time to time amend or modify the insurance requirements set forth under *Exhibit "A"*.

ARTICLE XIII. CONTROVERSIES

- 13.1. Disputes and Defaults: In the event (a) of any reasonable good faith dispute or disagreement as to the interpretation, meaning or effect of any provision of this Agreement; or (b) any Party fails to perform or adhere to any duty, obligation, term, condition or provision of this Agreement, a putative default shall have occurred. Except as otherwise provided in this Agreement, if a putative default remains uncured or unresolved by a Party alleged to be in default for a period in excess of sixty (60) calendar days from the date upon which the Party alleging default issues notice of default (hereinafter, a "Default Notice") to the allegedly defaulting Party, the Party upon whom the Default Notice is issued shall be deemed in "Default." In the event of such Default, the non-Defaulting Party may pursue any and all remedies available to it at law or in equity, provided however that the initiation of any legal proceedings shall be preceded by mediation and/or arbitration. Where a Default arises out of a dispute or disagreement as to the interpretation, meaning or effect of any provision of this Agreement, during the 60-day period referenced, above, shall with diligence and in good faith, meet and confer to identify and articulate the source of the dispute or disagreement and offer a written explanation to the opposing Party setting forth the grounds and basis for that Party's particular interpretation of provision at issue. The Parties agree that the language of any provision shall be interpreted according to its plain wording, unless such interpretation would lead to an absurd or illegal outcome. The Parties further agree that a dispute or disagreement as to the meaning or effect of any provision is not made in "good faith" if the wording is susceptible to only one reasonable meaning.
- 13.2. Legal Costs: The Parties agree that they shall each be responsible for their respective attorneys fees, expert fees, court fees and other litigation costs, regardless of whether a Party ultimately prevails through legal action or any other manner of proceeding arising out of a Default. The Parties further agree that they shall each be responsible for an equal share of the cost of any mediator or arbitrator presiding over any mediation or arbitration proceedings whether or not such mediation or arbitration proceedings are undertaken voluntarily by the Parties or on the order or directive of a court of competent jurisdiction. The mediator or arbitrator shall be a person mutually agreed to by the Parties.
- 13.3. Per Se Defaults: A Party shall be in Default *per se*, where the Party fails to contribute or pay when due, any sums committed or pledged by the Party pursuant to any budget adopted under the

provisions of this Agreement. In addition to the rights and remedies accorded under Section 13.1, above, in the event a Party is in Default on the grounds stated in this Section 13.3, the Public Agency Members representing the Parties that are not in Default, may by unanimous vote, expel the defaulting Party from further participation under this Agreement, including revocation of Party status and the right to appoint a representative to the Board. Consistent with Section 10.4, above, a Party so expelled from the Authority and this Agreement shall continue to be responsible for any and all outstanding financial obligations, debts, liabilities or other financial commitments incurred or pledged by the withdrawing Party during the fiscal year in which the withdrawal occurs. A withdrawing Party shall also continue to be responsible for any and all long-term financial commitment, until such obligations are either discharged or arranged to the satisfaction of the remaining Parties.

ARTICLE XIV. MISCELLANEOUS

- 14.1. Notices: All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

COUNTY:

County of Los Angeles
Department of Parks & Recreation
433 S. Vermont Ave.
Los Angeles, CA 90020-1975
Attn: Director

Phone: (213) 738-2951
Fax: (213) 738-6444

RMC:

San Gabriel & Lower Los Angeles Rivers and
Mountains Conservancy
900 S. Fremont Ave
Annex Bldg., 2nd Floor
Alhambra, CA 91802-1460
Attn: Executive Officer

Phone: (626) 458-4315
Fax: (626) 979-5363

UPPER DISTRICT:

Upper San Gabriel Valley Municipal Water District
11310 Valley Boulevard
El Monte, California 91731
Attn: General Manager

Phone: (626) 443-2297
Fax: (626) 443-0617

CENTRAL BASIN

Central Basin Municipal Water District
17140 S. Avalon Blvd., Suite 210

Carson, CA 90746-1296
Attn: General Manager

Phone: (310) 217-2411
Fax: (310) 217-2414

Such notice shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or, when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 14.2. Captions and Headings: All captions and headings contained herein are for convenience only, and are not to be construed as governing or modifying the language of the Agreement.
- 14.3. Governing Law: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If applicable law requires that all or part of any such litigation be tried in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 14.4. Modification: This Agreement may be amended from time-to-time in writing by unanimous action of the Parties; provided however, that any such amendment shall take into consideration the holders of any revenue bonds or other forms of indebtedness which are outstanding in accordance with any resolution of the authority authorizing the issuance thereof. Upon amendment of this Agreement, the Authority shall also comply with the statutory notice requirements referenced in Article V, above.
- 14.5. Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties.
- 14.6. Severance Clause: If any section, subsection, sentence, clause, or phrase of this Agreement, or the application thereof, to any of the Parties for any other person or circumstances, is for any reason held invalid, the validity of the remainder of the Agreement, or the application of such provision to the other Parties, or to any other person or circumstances, shall not be affected thereby. Each of the Parties hereby declares that it would have entered into this Agreement and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, phrases, or the application thereof, to any Party or any other person or circumstance be held invalid.
- 14.7. Non-Assignment: The Parties shall not assign any rights or obligations under this Agreement without the written consent of the Authority Board and the other Parties to this Agreement.
- 14.8. Authorization to Execute: The officers and/or officials signing this Agreement on behalf of their respective Parties warrant and represent that they have been duly authorized by the governing body of the Party they represent to execute this Agreement on behalf of the Party and bind the same to all the terms, conditions, duties, provisions and obligations contained herein.
- 14.9. Counterparts: This Agreement may be signed in counterparts. The "Effective Date" of this Agreement shall be the date upon which the County, the RMC, the Upper District and Central Basin

have all executed this Agreement and shall be the first date to appear above.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year hereinafter indicated.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM
BY COUNTY COUNSEL

By: Mike Antonovich
Chairman, Board of Supervisors
MAYOR

RAYMOND G. FORTNER, JR

By: [Signature]
Lillian D. Salinger, Senior Deputy

Attest :

Violet Varona-Lukens
Executive Officer-Clerk of the
Board of Supervisors



By: Sylvia J. Villalobos
Deputy

SAN GABRIEL AND LOWER LOS ANGELES
RIVERS & MOUNTAINS CONSERVANCY:

APPROVED AS TO FORM:

By: Belinda V Faustinos
Name: BELINDA V. FAUSTINOS
Title: EXECUTIVE OFFICER
Date: 9/21/05

By: _____
Name: _____
Title: _____
Date: _____

UPPPER SAN GABRIEL VALLEY
MUNICIPAL WATER DISTRICT:

APPROVED AS TO FORM:

By: Timothy C. Jochem
Name: Timothy C. Jochem
Title: General Manager
Date: 10/5/05

By: [Signature]
Name: E. Clarke Moseley
Title: General Counsel
Date: 10/5/05

CENTRAL BASIN MUNICIPAL WATER
DISTRICT:

APPROVED AS TO FORM:

By: [Signature]
Name: ARTHUR J. AGUIRAN
Title: General Manager
Date: 11/9/05

By: _____
Name: _____
Title: _____
Date: _____

DISSOLUTION AGREEMENT

This Dissolution Agreement (“Agreement”) is entered into this ____ day of _____, 2020 by and between the County of Los Angeles (“County”), the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (“RMC”), the Upper San Gabriel Valley Municipal Water District (“Upper District”), and the Central Basin Municipal Water District (“Central Basin”). For the purposes of this Agreement, the County, RMC, Upper District, and Central Basin may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to the County, RMC, Upper District, and Central Basin interchangeably, as appropriate.

RECITALS

WHEREAS, the Parties entered into that certain Joint Powers Agreement dated December 6, 2005 (“JPA”), establishing the San Gabriel River Discovery Center Authority, a joint powers authority (“Authority”), pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code section 6500, et seq.; and

WHEREAS, the Authority was created to plan, develop, construct and operate the San Gabriel River Discovery Center (“Discovery Center”), but as of the date of this Agreement construction has not begun; and

WHEREAS, Article X of the JPA provides that the Authority shall continue until the JPA is terminated either by the withdrawal of all the Parties or through a unanimous written agreement executed by all of the Parties; and

WHEREAS, the Parties seek to terminate the JPA and dissolve the Authority, and consistent with the provision of Article X of the JPA, the Parties desire to enter into this Agreement to authorize and consent to the termination of the JPA and the dissolution of the Authority, and to provide for the distribution of the Authority’s assets.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

ARTICLE I

TERMINATION OF THE JPA AND DISSOLUTION OF THE AUTHORITY

- 1.1 Dissolution of the Authority. The Parties agree to dissolve the Authority effective as of the date of the Authority has both satisfied all outstanding debts and liabilities and distributed the remaining Authority assets as provided herein (“Effective Date”). After the Effective Date, the Parties agree not to do any further business or to incur any further obligations on behalf of the Authority, except as deemed necessary to (i) complete any remaining distribution of Authority assets; (ii) complete the winding up of unfinished business; or (iii) carry out liquidating of the affairs of the Authority.

- 1.2 Termination of the JPA. Pursuant to Section 10.3 of the JPA, the Parties agree to terminate the JPA as of the Effective Date. The Parties acknowledge and agree that as of the Effective Date the JPA shall of no further force and effect.
- 1.3 Winding-up. The Parties authorize the Authority's Executive Officer to oversee the wind-up the affairs of the Authority, including:
- a) Payment of all known outstanding debts and liabilities and all costs, and payment of all other expenses associated with the dissolution of the Authority;
 - b) Distribution of the remaining Authority assets as set forth in Section 1.4, below;
 - c) Preparation of a final audit report of the Authority's accounts and records to be submitted to the Parties upon completion of the dissolution process;
 - d) Filing of an Amendment of a Joint Powers Agreement Form and Statement of Facts – Roster of Public Agencies with the office of the California Secretary of State; and
 - e) Any and all other actions or tasks determined reasonably necessary or appropriate to wind-up the affairs of the Authority and complete the dissolution process.
- 1.4 Distribution of Assets. Consistent with the JPA, the Parties agree that the assets remaining after all of the Authority's debts and liabilities have been fully discharged shall be disposed as follows:
- a) All personal property shall be returned to the Party from which it was originally obtained;
 - b) All of the Authority's unexpended monetary funds, by mutual agreement of the Parties, shall be granted to the Watershed Conservation Authority, a joint exercise of powers authority organized under the Joint Exercise of Powers Act codified at Government Code Section 6500 et seq., except as otherwise required by applicable law;
 - c) All interests in real property or land use rights contributed by the County shall be returned solely to the County; and
 - d) All remaining grant funds from the County Sanitation Districts of Los Angeles County, as part of the settlement of the Administrative Civil Liability Order No. R4-2006-0040, shall be transferred to the County.
 - e) Authority will deliver to the County all plans, documents, digital files, GIS, grant proposals and other related documents for the Discovery Center no later than 30 days from the Effective Date.

ARTICLE II

RELEASE

- 2.1 Release. Upon the Effective Date, the Parties hereby release and discharge each other, each of their respective assigns and successors and each of their directors, officers, employees and agents, from any and all claims, actions, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including, without limitation, court costs and attorneys' fees), damages, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, arising, or accruing before the Effective Date, based on, arising out of, or in connection with (i) the operation of the Authority since its inception, including, without limitation, the ownership, management, development and disposition of its assets, and (ii) the breach of any representation, warranty or covenant in the JPA dated December 6, 2005, and all matters directly or indirectly claimed or alleged between the Parties in connection therewith or in any way related thereto.
- 2.2 The Parties agree and acknowledge that the release contained in Article II of this Agreement applies to both known and unknown claims and agree to waive the benefits of California Civil Code §1542, which states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

The Parties agree and represent that they may hereafter discover facts different from or in addition to those they now know or believe to be true in respect to the claims, demands, debts, liabilities, accounts, actions or causes of action herein released, and hereby agree that these releases shall be and remain in effect in all respects as complete, general and full releases as to the matters released, notwithstanding any such different or additional facts, unless such facts were negligently or intentionally misrepresented by any Party.

ARTICLE III

MISCELLANEOUS

- 3.1 Assignment. No Party shall assign this Agreement to any other person or entity, in whole or in part, without the express written consent of all other Parties.
- 3.2 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 3.3 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be directed to the Parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing for this purpose:

if to County: County of Los Angeles
 Department of Parks & Recreation
 1000 South Fremont Avenue, Unit #40
 Alhambra, CA 91803
 Attn: Director

if to RMC: San Gabriel & Lower Los Angeles Rivers and
 Mountains Conservancy
 100 N. Old San Gabriel Canyon Road
 Azusa, CA 91702
 Attention: Executive Officer

if to Upper District: Upper San Gabriel Valley Municipal Water District
 602 Huntington Drive, Suite B
 Monrovia, CA 91016
 Attention: General Manager

If to Central Basin: Central Basin Municipal Water District
 6252 Telegraph Road
 Commerce, CA 90040
 Attention: General Manager

- 3.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the Parties.
- 3.5 Amendment. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.
- 3.6 Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Without exception any action or litigation proceeding brought by any Party in which this Agreement is subject, the venue shall be the Los Angeles County Superior Court of the State of California. If applicable law requires that all or part of any such litigation be tried in federal court, venue, without exception, shall be the Central District of California located in the City of Los Angeles, California.
- 3.7 Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.
- 3.8 Invalidity. Any provision of this Agreement which is invalid, void, or illegal, shall not affect, impair, or invalidate any other provision of this Agreement, and such other provisions of this Agreement shall remain in full force and effect.
- 3.9 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 3.10 Further Assurances. Each Party agrees to execute, acknowledge, and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement, provided that the Party requesting such further action shall bear all costs and expenses related thereto.
- 3.11 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement on the day and year indicated hereinafter.

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS & RECREATION**

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**SAN GABRIEL & LOWER LOS ANGELES
RIVERS AND MOUNTAINS CONSERVANCY**

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**UPPER SAN GABRIEL VALLEY MUNICIPAL
WATER DISTRICT**

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**CENTRAL BASIN MUNICIPAL WATER
DISTRICT**

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

April 6, 2020 – Item 12

RESOLUTION 2020-14

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC) APPROVING THE EXECUTIVE OFFICER TO ENTER INTO THE SAN GABRIEL RIVER DISCOVERY CENTER JPA DISSOLUTION AGREEMENT

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, this action authorizes the Executive Officer to negotiate the terms of a mutually acceptable JPA dissolution agreement with the San Gabriel River Discovery Center Authority (SGRDCA) and its member agencies; 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.
- 3 ADOPTS the staff report dated April 6, 2020.
- 4 AUTHORIZES the Executive Officer to enter into the San Gabriel River Discovery Center JPA Dissolution Agreement

~ End of Resolution ~

Passed and Adopted by the Board of the

Resolution No. 2020-14

SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY on April 6, 2020.

Motion _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Frank Colonna, Chair

ATTEST:

David Edsall
Deputy Attorney General