

DATE: March 21, 2019

TO: WCA Governing Board

FROM: Nicole Law, Fiscal Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 13: Consideration of a resolution to approve signatory authority for Watershed Conservation Authority's Chair and Vice Chair.

RECOMMENDATION: That the Watershed Conservation Authority Governing Board approve signatory authority for the Watershed Conservation Authority's Governing Board positions of Chair and Vice Chair.

PROJECT DESCRIPTION: In order to reduce administrative tasks and to ensure a continuous flow of operations, the recommendation is that the Watershed Conservation Authority Governing Board adopt a policy to provide signature authority to any duly elected Chair and Vice Chair. Of the seven Governing Board members, Section 5.1 of the Joint Powers Authority Agreement, calls for only the members of the Board of Supervisors, Section 5.1 (b), shall be considered for Chair and Vice Chair. Members are elected every two years, Section 5.2, and shall the Chair or Vice Chair not be able to serve full term, the Governing Board shall elect a new Chair and/or Vice Chair from the current members of the Governing Board at the next scheduled Board meeting. Accordingly, the signatory authority will become effective immediately after their election to the WCA Governing Board.

The newly elected Chair and Vice Chair names along with the minutes of the election and this action, shall be provided to Los Angeles County Flood Control District financial management staff as verification for signatory authority authorization.

BACKGROUND: In August 31, 2010, the Los Angeles County Flood Control District (LACFCD) and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) desire to amend certain provisions of the Watershed Conservation Authority (WCA), Joint Exercise of Powers Agreement, see Exhibit A, Amendment to Watershed Conservation Authority Joint Exercise of Powers Agreement. Exhibit B, Watershed Conservation Authority Joint Exercise of Powers Agreement, is a copy of the entire approved binding agreement.

FISCAL INFORMATION: This action has no direct fiscal impact.



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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 ALHAMBRA, CALIFORNIA 91803-1331
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<http://dpw.lacounty.gov>

GAIL FARBER, Director

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

August 31, 2010

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

ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

#28 AUGUST 31, 2010

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

Dear Supervisors:

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

SUBJECT

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

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

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

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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

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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.

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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 _____

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.

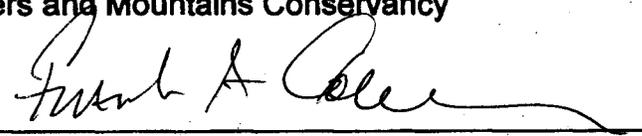
16.2 Sections 16.0 and 16.1 shall not affect the mutual exchange of services between parties to this agreement and the AUTHORITY without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government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

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

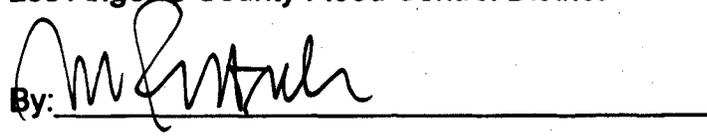
16.4 The RMC has delegated authority, under certain circumstances, to enter into contracts not exceeding \$50,000, without the approval from the California Department of General Services. If this contract approval delegation amount is adjusted pursuant to the State Administrative Manual or State Contracting 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 31 day of August, 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: 

**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

[Signature]
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

March 21, 2019 – Item 13

RESOLUTION 2019-14

**RESOLUTION TO APPROVE SIGNATORY AUTHORITY FOR
WATERSHED CONSERVATION AUTHORITY’S CHAIR AND VICE CHAIR**

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

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

WHEREAS, this action approves signatory authority for WCA’s Chair and Vice Chair; and

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

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated March 21, 2019.
4. **APPROVES** signatory authority for WCA’s Chair and Vice Chair.

~ End of Resolution ~

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Resolution 2019-14

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On March 21, 2019

Herlinda Chico,
Governing Board Vice Chair

ATTEST: _____
David Edsall, Jr.
Deputy Attorney General