

Los Cerritos Wetlands Authority

Date: November 5, 2020

To: Governing Board Members

From: Sally Gee, Project Manager

Through: Mark Stanley, Executive Officer

Subject: Item 6: Consideration of a resolution authorizing an extension to the Memorandum of Agreement for the Los Cerritos Wetland Stewardship Program with the Los Cerritos Wetlands Land Trust

RECOMMENDATION: That the Los Cerritos Wetlands Authority (LCWA) authorize an extension to the Memorandum of Agreement for the Los Cerritos Wetland Stewardship Program with the Los Cerritos Wetlands Land Trust.

PROJECT DESCRIPTION: The LCWA entered into a Memorandum of Agreement (MOA) with the Los Cerritos Wetlands Land Trust (LCWLT) in 2012 and amended in 2016 to implement the Los Cerritos Wetlands Stewardship Program (LCWSP). The term of the agreement is expiring on December 31, 2020. This resolution would extend the current agreement to February 28, 2021 (Exhibit A), which would allow enough time to coordinate an amendment to the MOA to consider a long-term agreement between the LCWA and LCWLT to continue implementation of the LCWSP. The LCWLT is highly qualified to provide such services including organizing and engaging the community, distributing information for habitat restoration events to the public at-large, and are leaders who represent the LCWSP.

BACKGROUND: The LCWLT has successfully implemented the Los Cerritos Wetlands Stewardship Program (LCWSP) by engaging the community, leverage funding for the LCWSP and providing services for public tour/nature walks since 2012.

The LCWA continues to work with local non-profit groups to develop and implement the LCWSP through MOAs. These MOAs are highly beneficial for allowing public access into the Los Cerritos Wetlands and the public becoming active participates in stewardship activities. Without the MOAs, the LCWA does not have staff to administer, manage and implement a public program or sufficient time to allow public access into the Los Cerritos Wetlands. These non-profits continue to successfully implement the goals of the LCWSP, including, promoting community involvement through environmental education, maintenance, restoration, and monitoring of the wetlands.

In addition, these non-profits which manage the MOAs have abided to the LCWA set conditions for administration, which are: 1) any public events must be consistent with all applicable access agreements, 2) the MOAs will be at no cost to the LCWA, 3) the MOAs must meet all insurance and liability provisions that may be recommended by the LCWA legal counsel and 4) the entity has a proven ability to render such services.

FISCAL: This MOA will not incur any costs to the LCWA and LCWSP. The LCWLT is responsible for providing for itself any equipment needed for stewardship or educational purposes.

Exhibit A

MEMORANDUM OF AGREEMENT

LOS CERRITOS WETLANDS LAND TRUST

AND

THE LOS CERRITOS WETLANDS AUTHORITY

AMENDMENT THREE

WHEREAS the Los Cerritos Wetlands Land Trust of Long Beach and Seal Beach (LCWLT) is a non-profit organization incorporated under the laws of the State of California for the specific purposes for which LCWLT is organized include, but are not limited to: the preservation of the Los Cerritos Wetlands and associated watershed for scientific, historic, educational, ecological, recreational, scenic or open space opportunities with the intent of increasing wetland biodiversity and environmental quality; and

WHEREAS the LCWLT engages in community education activities, including tours of the property owned by the Los Cerritos Wetlands Authority (LCWA), to inform groups and individuals about the value of the Los Cerritos Wetlands ecosystem, and participates in clean-up and other restoration measures involving the public; and

WHEREAS the LCWA was established as a joint powers authority formed by San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC), City of Long Beach (CLB) and City of Seal Beach (CSB) to provide for a comprehensive program of acquisition, protection, conservation, restoration, maintenance, and operation and environmental enhancement of the Los Cerritos Wetlands area consistent with the goals of flood protection, habitat protection and restoration, and improved water supply, water quality, groundwater recharge and water conservation; and

Whereas, the LCWA adopted the Los Cerritos Wetlands Stewardship Program (LCWSP) on December 14, 2011 to promote community involvement with environmental education, maintenance, restoration, and monitoring of the wetland areas owned by the LCWA; and

Whereas, this Memorandum of Agreement (MOA) provides the LCWLT with the authorization to enter into all LCWA properties in order for the LCWLT to conduct and implement the LCWSP. Further the LCWLT has provided the LCWA with all the necessary insurance and liability provisions as recommended by legal counsel; and

Whereas, the LCWLT has provided a Regular Scheduled Activities which includes a complete list of opportunities the public can participate and more importantly indicates the dates and times the LCWLT will be accessing LCWA properties. Also the LCWLT continues to update their online calendar <http://lcwlandtrust.org/>; and

Whereas, the LCWLT obtained the necessary easements, access, and rights of entry for entering into all the necessary properties to conduct their programs; and

Whereas, the LCWLT and the LCWA (hereinafter referred collectively as the “Parties”) have a mutual interest in the implementation of the LCWSP which will promote and provide leadership in conservation and educate its members and the community so they may appreciate wetland habitat conservation and become stewards of the Los Cerritos Wetlands; and

NOW THEREFORE the Parties, each acting through duly authorized officers, enter into the following Memorandum of Agreement:

I. IT IS MUTUALLY AGREED:

- A. Parties agree to this MOA and are authorized to enter into this MOA for implementation of the Los Cerritos Wetlands Stewardship Program.
- B. LCWLT has provided the LCWA with all the necessary insurance and liability provisions as recommended by legal counsel which includes: the LCWLT shall continuously maintain a comprehensive general liability insurance policy with at least \$1,000,000 per claim and \$1,000,000 aggregate, which shall name the LCWA, its officers, board members, employees, representatives and agents as additional insured. Such comprehensive general liability insurance shall insure against any claims arising out of or associated with the LCWLT’s operation and use of the LCWA properties, including but not limited, to claims for personal injury, death, and damage to real or personal property.
- C. The Parties agree to send a representative to the quarterly LCW Partners Meeting and attend the LCWA Board Meetings and to provide updates on their ongoing public programs. In addition, the parties to agree to provide updates at each of the quarterly LCWA Board Meetings with written and oral reports.
- D. The Parties agree all inquiries, authorizations and permissions to enter LCWA properties can only be granted by the LCWA Stewardship Coordinator and LCWA Property Manager in compliance with the LCWSP. The LCWLT does not have the authority to grant permission to a third party to enter and use the LCWA properties.
- E. The Parties agree that all work contemplated under this agreement must be consistent with the terms of the LCWA joint powers agreement, LCWSP and the bylaws established by the LCWLT. Should there be any conflicts between the terms and conditions of the LCWA joint powers agreement, LCWSP and the bylaws established by the LCWLT, the terms and conditions of the LCWA joint powers agreement shall control first, then the LCWSP, followed by the MOA and then the LCWLT bylaws.
- F. The term of the MOA shall be extended through February 28, 2021.
- G. No alteration or variation of the terms of this MOA shall be valid unless made in a written amendment to this MOA and signed by the parties hereto and no oral understanding or agreement incorporated herein shall be binding on any of the parties hereto.

- H. Coordination and communications between the LCWLT and LCWA will be clear, concise and consistent in order to effectively implement the LCWSP and avoid conflicts of scheduled tours, educational programs and other uses of the site. LCWLT and LCWA Stewardship Coordinator will communicate (email, voicemail or written notification) on a weekly basis or when necessary on upcoming events. This information will be mutually shared with El Dorado Audubon and the Aquarium of the Pacific and other local organizations or individuals wishing to access the LCWA properties and all communications will be conducted via the LCWA Stewardship Coordinator, first.
- I. Neither the LCWA nor any officer, agent or consultant thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the LCWLT under or in connection with any work, authority or jurisdiction conferred upon the LCWLT and arising under this MOA. It is understood and agreed that the LCWLT shall fully defend, indemnify and save harmless the LCWA and all its officers, agent or consultant from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by the LCWLT under this MOA.
- J. Neither the LCWLT nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the LCWA under or in connection with any work, authority or jurisdiction conferred upon by the LCWA and arising under this Agreement. It is understood and agreed that LCWA shall fully defend, indemnify and save harmless the LCWLT and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by the LCWA under this MOA.

II. Responsibilities of the Parties

A. Los Cerritos Wetlands Land Trust:

1. The LCWLT can pursue funding from state, federal and local grants and from private funding sources, which will contribute to community-based restoration programs with opportunities for public participation and foster stewardship of the Los Cerritos Wetlands and will fully implement the LCWSP. Further, the LCWA will provide the LCWLT with the necessary Letters of Commitment and Support for any funds grants submitted.
2. The LCWLT will act as the fiscal agent and administer grants if awarded with a provision the LCWA Project Manager will have oversight and final decisions for management of all grants awarded. Quarterly Reports/Expenditures, Invoices, changes to the Work Program, Schedule and Budget will require review by the LCWLT Project Manager assigned to administer the grant and the LCWA Project Manager must agree all parties have reviewed the appropriate documents it will require final approval by the LCWA Project Manager before submitting any documents to the Granting Agency.

3. LCWLT must retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and make such materials available to the LCWA at all reasonable times during the life of this MOA. LCWA or any duly authorized representative of the joint powers authority shall have access to any books, records, and documents of the LCWLT that are pertinent to this MOA for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
4. The LCWLT will develop a work program that is consistent with the LCWSP within 30 days of grants awarded. The work program will require final approval by the LCWA Project Manager before submitting to the Granting Agency.
5. Update the LCWLT website and online calendar at <http://www.lcmlandtrust.org/index.html> in order to publicize all LCWA and LCWLT upcoming public events.
6. Perform all work in accordance with all policies, procedures, practices, and standards per the LCWA by-laws.
7. Will obtain prior approval of the LCWA for any educational tours or stewardship activities, including tour leaders and their credentials.
8. Ensure the safety of all volunteers involved with the LCWSP and have all volunteers sign the attached Liability Waiver, every time volunteers access the LCWA properties. These liability waiver forms must be scanned and emailed to the LCWA Stewardship Coordinator and the LCWA Project Manager on a quarterly basis.
9. Coordinate with the LCWA Stewardship Coordinator on announcements of scheduled tours, educational programs and other uses of the site in order to avoid conflicting uses of the site.
10. Will undertake no stewardship activities without the supervision of an ecologist approved by the LCWA.
11. Will provide LCWA with any biological data or other information that might be revealed during activities.
12. Will not incur any costs to the LCWA and its Stewardship Program. Will be responsible for providing for itself any equipment needed for stewardship or educational purposes.

B. Los Cerritos Wetlands Authority:

1. Provide LCWLT with the necessary keys to enter the LCWA properties.
2. Provides in kind services through staff resources, operating costs, printing, postage, office supplies, rent and telephone services, not to exceed \$500 in value.
3. Coordinate with the LCWLT on announcements of scheduled tours, educational programs and other uses of the site in order to avoid conflicting uses of the site.

4. LCWSP will be updated and kept current as necessary additionally these updates will be distributed directly to the President of the LCWLT to allow for timely implementation of these updates in their program.
5. LCWA will apply and retain all necessary regulatory permits such as Coastal Development Permits and obtain right of entry permits for implementation of the Stewardship Program.
6. LCWA will provide oversight and final decisions for management of all grants awarded.

This Memorandum of Agreement constitutes the entire Agreement between Los Cerritos Wetlands Authority and the Los Cerritos Wetlands Land Trust and may be modified only by further written Agreement between the parties hereto.

For the Los Cerritos Wetlands Land Trust

Signed: _____

Date _____
John Fries, President

For the Los Cerritos Wetlands Authority

Signed: _____

Date _____
Samuel Schuchat, Chair

November 5, 2020 - Item 6

RESOLUTION 2020-05

RESOLUTION OF THE LOS CERRITOS WETLANDS AUTHORITY (LCWA)
AUTHORIZING AN EXTENSION TO THE MEMORANDUM OF AGREEMENT
FOR THE LOS CERRITOS WETLANDS STEWARDSHIP PROGRAM
WITH THE LOS CERRITOS WETLANDS LAND TRUST

WHEREAS, the Los Cerritos Wetlands Authority has been established between the Coastal Conservancy, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the City of Seal Beach and the City of Long Beach to facilitate the acquisition, protection, conservation, restoration, maintenance and operation an environmental enhancement of the Los Cerritos Wetlands; and

WHEREAS, the LCWA has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects within the Los Cerritos Wetlands; and

WHEREAS, this action will authorize an amendment to the Memorandum of Agreement with the Los Cerritos Wetlands Land Trust; and

WHEREAS, the LCWA has acquired certain properties which will require active stewardship; and

WHEREAS, the LCWA had adopted a Los Cerritos Wetlands Stewardship Program; and

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

Therefore be it resolved, that the LCWA hereby:

1. FINDS that this action is consistent with the purposes and objectives of the LCWA.
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 staff report dated November 5, 2020.
4. AUTHORIZES an extension to the Memorandum of Agreement with the Los Cerritos Wetlands Land Trust to February 28, 2021.

~ End of Resolution ~

Passed and Adopted by the Board of the Los Cerritos Wetlands Authority
On November 5, 2020

Sam Schuchat, Board Chair

ATTEST: _____
Christina Bull Arndt
Deputy Attorney General