

## EMERALD NECKLACE ACCORD 2012

THIS EMERALD NECKLACE ACCORD (hereinafter, “Emerald Necklace Accord”) is entered into by and among municipalities and agencies of the San Gabriel Valley and Gateway Cities Region (individually, the “Emerald Necklace Agency,” and, collectively, the Emerald Necklace Agencies) for the purpose of establishing a network of support, cooperation and collaboration among agencies of the San Gabriel Valley and Gateway Cities region to preserve the rivers and tributaries in this Region for recreational, open space and native habitat conservation/restoration purposes. In addition to municipalities, agencies will include water districts, utility companies, County agencies, conservancy agencies, and other relevant entities.

### RECITALS

WHEREAS, the Emerald Necklace Agencies recognize that the increasingly urbanized development of the San Gabriel Valley and Gateway Cities Region has reduced the amount of available recreational space and open space for its residents;

WHEREAS, the Rio Hondo, San Gabriel, and Los Angeles Rivers and their tributaries (collectively, the “Watershed”) are part of a significant ecological area that is home to a rich variety of plants and animals and provides a welcome sanctuary for the people who call this region home;

WHEREAS, the collaborative efforts of the Emerald Necklace Agencies to preserve the Watershed is urgently needed to protect this ever shrinking sanctuary for humans and wildlife.

NOW, THEREFORE, the Emerald Necklace Agencies agree as follows:

SECTION 1. The Emerald Necklace Agencies acknowledge and agree that:

- (a) The Watershed is a precious and invaluable recreational and environmental resource conferring both tangible as well as intangible benefits to the health and welfare of the residents of the San Gabriel Valley and Gateway Cities region;
- (b) The preservation of the open space in the Watershed for purposes of recreation, education and native habitat preservation/restoration is a highly desirable regional objective. Recreational use includes, but is not limited to, trails for walking, jogging, bicycling and equestrian use;
- (c) In conjunction with the preservation of open space, we agree that a sustainable vision for water usage and the protection of water resources in the Watershed including water conservation, water quality protection, and flood management necessitate a multi-benefit approach to greening projects conceived and implemented;

- (d) Fulfillment of this objective is best achieved by the cooperative efforts of agencies in the region;
- (e) The efforts of any one Emerald Necklace Agency to preserve the Watershed produces benefits for the residents of the San Gabriel Valley and Gateway Cities region as a whole by enhancing the overall beauty and value of this precious regional resource;
- (f) The Emerald Necklace Agencies' desire to demonstrate that preservation and development of open space in the Watershed is an important regional objective and will increase the likelihood of outside funding support for such efforts;
- (g) Preservation of open space in the Watershed enhances property values and the quality of life for the residents of the San Gabriel Valley and Gateway Cities region while also creating invaluable educational opportunities for the youth of the region;
- (h) Providing meaningful educational and training opportunities for youth living in the Emerald Necklace region is a critical component for the development and long term maintenance of the open space network.

SECTION 2. The Emerald Necklace Agencies agree to review and consider requests for mutual support from one to another in the form of resolutions and correspondence voicing support for the efforts of any one of the Emerald Necklace Agencies to secure grant funding for the preservation/restoration/operation of any portion of the Watershed for purposes of multi-benefit projects fostering community health, passive and active recreation, environmental education, native habitat preservation, and open space in the common interest.

SECTION 3. The Emerald Necklace Agencies agree to foster greater dialogue concerning ways in which they can work together to develop a sustainable vision for the health and welfare of residents through a coordinated plan for the preservation and enhancement of open space in the Watershed for purposes of recreation, environmental education, development and enhancement of regional trails, (including, but not limited to, trails for walking, jogging, bicycling, and equestrian use), native habitat conservation/restoration, water conservation, and protection of water resources. Emerald Necklace Agencies agree to adopt a multi-benefit approach to greening projects conceived and implemented to include: passive and active recreation, water conservation, water quality protection, flood management, environmental education, and habitat enhancement and management for vector prevention.

SECTION 4. This document is not intended to create any financial obligation or commitment on the part of any one of the Emerald Necklace Agencies. In order to be as effective as possible each Emerald Necklace Agency may want to provide grant writing and other in-kind staff resources in response to opportunities that arise for developing the Emerald Necklace. Any Emerald Necklace Agency may opt out

of this Emerald Necklace Accord upon giving thirty (30) days written notice to the other Emerald Necklace Agencies listed on the membership list (as updated) referred to in Section 5 below.

SECTION 5. Each agency signing this Emerald Necklace Accord shall be designated an Emerald Necklace Agency. Each such agency may sign individually and Amigos de los Rios shall coordinate the distribution of true and correct copies of the fully executed document to all of the Emerald Necklace Agencies. Amigos de los Rios shall have the responsibility of maintaining a list of the Emerald Necklace Agencies, including the address, telephone number, and name and email address of the contact person for each Emerald Necklace Agency, and shall provide a current membership list to each Emerald Necklace Agency on or about October 1<sup>st</sup> of each year. Amigos de los Rios shall also notify each Emerald Necklace Agency in writing (which may be by email) of changes in the membership list, including new members and changes in contact information, when the Amigos de los Rios is made aware of such changes.

SECTION 6. Each Emerald Necklace Agency signing this accord commits to be an active supporter and participant of the process, attend regular meetings, participate in exchange and dissemination of information, and undertake relevant tasks required to advance the development and implementation of a regional vision, subject to the terms herein.

SECTION 7. The primary purpose of this document is to build consensus and a shared vision for the principles of the Emerald Necklace and thereby to provide a coordinated network of agencies to offer support for grant applications and other fundraising, awareness building initiatives required at this time. As resources become available, the Emerald Necklace Agencies will address the need for a more formal governing structure for efficiently directing the use of any funds toward implementation, maintenance, ongoing education, and youth training for the Emerald Necklace as appropriate. For now, funding received by each Emerald Necklace Agency for projects related to the Emerald Necklace will be managed by the individual agency receiving the grant award.

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IN WITNESS WHEREOF, the Emerald Necklace Agency listed below has executed this Emerald  
Necklace Accord as of the date written indicated below the signature of such agency.

CITY OF \_\_\_\_\_:

By: \_\_\_\_\_

City Clerk

By: \_\_\_\_\_

Mayor/Agency Head

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney